

# ACPAS / RENT PAY - APPLICATION DETAIL

[www.acpas.co.za](http://www.acpas.co.za) | [info@acpas.co.za](mailto:info@acpas.co.za) | Phone: (012) 743 5800 | Fax: 086 575 3270 | P.O. Box 2645 – The Reeds – Pretoria - 0158

South Africa  Botswana  Namibia  Australia  France  Spain

SUBSCRIBER DETAIL			
Business Type: <input type="checkbox"/> Close Corporation <input type="checkbox"/> Company (Pty) <input type="checkbox"/> Trust <input type="checkbox"/> Sole Mandate <input type="checkbox"/> Corporation <input type="checkbox"/> Other		Industry: <input type="checkbox"/> Credit Provider <input type="checkbox"/> Debt Collection <input type="checkbox"/> Insurance <input type="checkbox"/> Services <input type="checkbox"/> Sales <input type="checkbox"/> Education <input type="checkbox"/> Medical <input type="checkbox"/> Travel Agency	
Company Name:		Registration No:	VAT No:
Contact Person:	Contact No:	Fax No:	
Email Address:	Web site:	Regulator Registration No:	
Physical Address:		Postal Address:	
Area:		Area:	
Province:		Province:	
Country:		Country:	
Code:		Code:	
Bank Name: <input type="checkbox"/> Absa Bank <input type="checkbox"/> Capitec <input type="checkbox"/> FNB <input type="checkbox"/> Ned Bank <input type="checkbox"/> Standard Bank		Account Holder:	
Account Type: <input type="checkbox"/> Cheque <input type="checkbox"/> Savings <input type="checkbox"/> Transmission <input type="checkbox"/> Other		Account No:	

NATURE OF BUSINESS	
• Are all business operations conducted from Head Office?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Do you process payment instructions mandates through voice recorded systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please describe below how you intent to use Acpas:	

ADDITIONAL DOCUMENTS REQUIRED	
• Company Documents (CK1)	<input type="checkbox"/> Attached
• Copy of ID document of each Director or Member	<input type="checkbox"/> Attached
• Proof of Residence	<input type="checkbox"/> Attached
• Three months Bank Statements	<input type="checkbox"/> Attached

Initial \_\_\_\_\_

**SETUP DETAIL – (please write in block letters and between the line)**

First Name & Surname	Email	Identity No	Type
			<input type="checkbox"/> Owner <input type="checkbox"/> Area Manager <input type="checkbox"/> Branch Manager <input type="checkbox"/> Consultant
			<input type="checkbox"/> Owner <input type="checkbox"/> Area Manager <input type="checkbox"/> Branch Manager <input type="checkbox"/> Consultant
			<input type="checkbox"/> Owner <input type="checkbox"/> Area Manager <input type="checkbox"/> Branch Manager <input type="checkbox"/> Consultant
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			<input type="checkbox"/> Owner <input type="checkbox"/> Area Manager <input type="checkbox"/> Branch Manager <input type="checkbox"/> Consultant

**PRICING**

Setup Fee	625.00
Monthly Rental	473.00
SMS	0.40
Fax (local)	3.50
Fax (Other)	7.00
Tracking per Day	2.25
Failed	3.60
Disputed	22.80
<b>ACPAS NAEDO – (Option 1)</b>	
Successful (cost to client) – 3 days tracking included	26.50
<b>ACPAS NAEDO – (Option 2)</b>	
Successful (cost to client)	2 %
Flat Rate	11.20

**SYSTEM REQUIREMENTS**

• Windows XP Service Pack 3 or higher – Windows 7 Preferred	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Internet Explorer 7 or higher – IE 9 preferred	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Windows Office 2007 or higher	<input type="checkbox"/> Yes <input type="checkbox"/> No
• ADSL Broad Band Internet Connection or 3G Connection	<input type="checkbox"/> Yes <input type="checkbox"/> No

[Type the document title]

Initial \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. General

- 1.1 The application completed forms part of these terms and conditions; I declare that the application detail above is true and correct and bind myself to these terms and conditions. The address above serves as my domicilium citandi et executandi for the purposes of any notice in terms of this agreement. I acknowledge that the Service provider will render goods and/or services to me from time to time and that the Service provider will furnish me with monthly invoices, for goods and/or services rendered. The invoice amount will be collected from my bank account, under the terms and conditions agreed to in this agreement.
- 1.2 I hereby acknowledge that:
- 1.2.1 The terms and conditions hereunder have been explained to me and I understand the consequences of the agreement;
  - 1.2.2 I have had an opportunity to read the agreement;

### 2. Services

- 2.1 Service Provider will not be liable to subscriber for any network interruptions, including without limitation, downtime regarding computer services or interruption of internet service providers;
- 2.2 The Service Provider reserves the right to restrict content on the website and has sole discretion to terminate services without notice due to any content deemed by Service Provider as illegal, false, misleading, fraudulent, immoral and offensive.
- 2.3 The Service Provider will make reasonable effort to ensure the website is available at all times, but is not liable for downtime or failure of the website.
- 2.4 The Subscriber undertakes responsibility for its own data and processes, and all other IT-related requirements not included in the services.
- 2.5 Subscriber will not be entitled to withhold payment from Service Provider for any reason whatsoever, including set-off or counterclaim.
- 2.6 The Subscriber hereby warrants and undertakes in favour of the Service Provider that the Subscriber shall not use nor allow the Service Provider's products to be used for any improper, immoral or unlawful purposes nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Service Provider's services.

### 3. Repayment

I accept and agree to the repayment of the setup fee, monthly license fees, sms and NAEDO transaction fees and disputes that may differ each month according to usage. Invoices will be emailed on the 25<sup>th</sup> of each month and are payable by debit order. Debit order deductions will take place on the last business day of each month, or as soon as possible after that. The setup fee is once off fee and will be debited on the last business day, of the month of receipt of the subscriber agreement.

### 4. Consent

The Subscriber consents to the service provider to obtain and supply any information from or to any credit bureau and his assigned users, inter alia, without derogating from the generality hereof, details pertaining to the Subscriber's credit history, employment history, residential address and best contact details. The Subscriber indemnifies the Service provider against any loss or damages it may suffer as a result of a failure to provide such aforesaid consent. The Subscriber hereby authorize the Service Provider to debit the Subscriber's account with any amounts of transactions disputed by debtors, as well as to debit the Subscriber's account with the amount of any fees applicable to the services rendered from time to time. The Subscriber authorizes the Service Provider to migrate subscriber information to the Acpas database.

### 5. Subscriber's right to terminate the agreement

The Subscriber may terminate this agreement at any time by giving one month's written notice and paying any outstanding invoices and amounts owing in full.

### 6. Service Provider's right to terminate the agreement

- 6.1 The Service Provider reserves the right, in terms of section 123 of the Act, to terminate this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act, which proceedings may result in a Court of law enforcing the repayment of the Subscriber's outstanding obligation in terms of this Agreement. Any judgment of such Court, as aforesaid, shall be recorded by credit bureau available to other service providers.

### 7. Penalty Interest on arrear amounts

Should the Subscriber default and / or fails to pay any amount on the due date thereof, then same shall attract penalty interest as calculated in 7.1 below:

- 7.1 the Subscriber shall be liable for and pay interest, calculated on the total amount which is payable but is unpaid at the same rate as set out in the National Credit Act, for Incidental credit transactions, from the date of default to date of payment in full; and
- 7.2 the full outstanding balance of the capital together with total cost of credit charges (including any unpaid accrued interest) and 34 (thirty four) percent debt collection fee shall, at the sole discretion and instance of the Service Provider, immediately become due, owing and payable;

### 8. Indemnity

- 8.1 ACPAS/ RENT PAY, its members, employees or agents shall not be liable in respect of and the Subscriber hereby indemnifies and holds harmless ACPAS/ RENT PAY against any and all actions, claims, loss, damage, (including consequential damages such as but not limited to loss of anticipated profits or other economic loss)
- 8.2 The provisions of this clause will survive termination of this Agreement.
- 8.3 The Subscriber acknowledges that notwithstanding any contradicting statements, independent rules and/or regulations may prevent or delay the processing of any specific request or instruction the Subscriber will hold ACPAS/ RENT PAY harmless for non-receipt of funds by any recipient hereunder, where the transaction is delayed or blocked, and any loss/profit arising from a delay or cancellation of the request due to such ruling will be for the Subscriber's account.

**9. Subscriber's Obligations**

- 9.1 The Subscriber hereby warrants and undertakes in favour of ACPAS/ RENT PAY that the Subscriber: Has read and fully understands, all NAEDO and Debit order rules as defined by ACPAS/ RENT PAY, The Payments Association of South Africa, First National Bank of South Africa and the South African Reserve Bank, as updated from time to time and available from <http://www.acpas.co.za> ;
- 9.2 Shall at all times adhere to all NAEDO and Debit order rules as defined by ACPAS/ RENT PAY, The Payments Association of South Africa, First National Bank of South Africa and the South African Reserve Bank, as updated from time to time and available from <http://www.acpas.co.za> ;
- 9.3 Shall be responsible for obtaining all necessary debit order mandates as defined by ACPAS/ RENT PAY, The Payments Association of South Africa, First National Bank of South Africa and the South African Reserve Bank for each payment instruction submitted via the ACPAS/ RENT PAY Collection Service and indemnifies ACPAS/ RENT PAY against any claim or liability suffered by ACPAS/ RENT PAY by reason of such approval not having been obtained;
- 9.4 Shall make available, on request to ACPAS/ RENT PAY or ACPAS/ RENT PAY's independent auditors, copies of such mandates;
- 9.5 Shall not use nor allow the ACPAS/ RENT PAY Collection Service to be used for any improper or unlawful purposes;
- 9.6 In the event of ACPAS/ RENT PAY instituting legal proceedings against the Subscriber as a result of unlawful or fraudulent use of the ACPAS/ RENT PAY Collection application or take any other legal steps arising out of this agreement, the Subscriber shall be deemed liable for all such legal costs.
- 9.7 The Subscriber declares and warrants that all information provided in the application form and any information to be given in the future in terms hereof and information to be contained in each instruction processed electronically through ACPAS/ RENT PAY Collection Service , is and will be correct in all respects. The Subscriber records that it shall be obliged to inform ACPAS/ RENT PAY of any change in the information provided by the Subscriber and that it will have no claims against ACPAS/ RENT PAY) in the event of any information provided by the Subscriber to ACPAS/ RENT PAY being incorrect.
- 9.8 The Subscriber acknowledges and agrees that: Any failure on the part of the Subscriber to follow the recommended security procedures may result in a breach of the Subscriber's profile confidentiality;
- 9.9 The safekeeping and confidentiality of all devices, passwords and signatures and other confidential information remains the responsibility of the Subscriber and the Subscriber shall ensure that the services are not used or the instructions are not issued or the relevant functions are not performed by anyone other than a person authorised to do so;
- 9.10 The Subscriber shall notify ACPAS/ RENT PAY (Pty) Ltd immediately on the Subscriber becoming aware that a device or password has been lost or forgotten or may have been obtained by an unauthorised person;
- 9.11 The Subscriber will be deemed to have read, understood and applied the information displayed on any profile, system or electronic site and the Subscriber's role in respect thereof;
- 9.12 The Subscriber understands and accepts that it may link users at different levels of authorisation to the Subscriber's profile and it will be the responsibility of the Subscriber to ensure that no unauthorised persons have access to its accounts.

**10. Charges**

- 10.1 ACPAS/ RENT PAY will render monthly invoices to the Subscriber:
  - 10.1.1 In advance, in the case of license fees;
  - 10.1.2 In arrears, in the case of transaction and other services fees;
- 10.2 Charges for services not covered by this agreement will be invoiced separately at ACPAS/ RENT PAY standard service rate.
- 10.3 The Subscriber agrees and hereby authorises ACPAS/ RENT PAY to debit the bank account held by the Subscriber as stipulated on the ACPAS/ RENT PAY application form, between the first and thirty first of the month for the costs owed by the Subscriber in terms of this Agreement.
- 10.4 ACPAS/ RENT PAY reserves the right to terminate this agreement or suspend or postpone the provision of any service to be performed as contemplated in the agreement, should the Subscriber fail to effect full and timeous payment of any invoiced amounts.
- 10.5 ACPAS/ RENT PAY shall be entitled to charge any banking and/or administration fees in the event of the Subscriber defaulting in its payments or any other of its obligations as set out in this Agreement.
- 10.6 All pricing is subject to an annual pricing review on the 1st of July.

**11. Late Payments**

Payments will be allocated firstly towards payment of any due or unpaid interest, thereafter any due or unpaid fees or charges (including legal costs, if any) and lastly the capital. I hereby authorize the Service Provider to debit funds for collection at my account provided in my application form on condition as agreed in this agreement.

**12. Breach of Agreement**

If the Subscriber is in default for at least 20 days, subject to 10 days written notice as contemplated in Section 129 (1) or 86 (9), the Service Provider may approach the court for an order to enforce the agreement including a claim for all outstanding amounts and / or damages. The Subscriber agrees to pay all reasonable costs of the collection of payments and further agrees to pay all legal costs on an attorney and subscriber scale caused by his/her default including debt collectors' costs and tracing fees.

**13. Cession**

The Service Provider has the right on written notice to the Subscriber to transfer (cede and assign) all the Service Provider's rights and obligations in this agreement to a third party and the Subscriber will then pay the third party instead of the Service Provider.

**14. Entire Agreement**

This agreement constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes all representations, warranties, agreements or undertakings previously made relative to such subject matter, and no such representations, warranties, agreements or undertakings shall be of any force and effect unless contained herein. No indulgence, extension of time, relaxation or latitude which the Credit Supplier may show, grant or allow to the Subscriber shall constitute a waiver by the Service Provider of any of its rights and the Service Provider shall not thereby be prejudiced or stopped from exercising any of its rights against the Subscriber which may have then already arisen or which may thereafter arise, and / or applying / enforcing the terms of this agreement. No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively. Should any provision or portion of this Agreement be unenforceable by law, void or voidable, such provision shall be severable from the remaining provisions hereof which shall remain in full force and effect.

Signature:	Place:	Date
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**MANDATE TO DEDUCT FUNDS****Recorded**

This signed Authority and Mandate refers to the application form and agreement & terms and conditions between subscriber and Rent Pay. It is duly recorded that this agreement serves as a contract entered into between the Subscriber and RENT PAY.

**Authority**

I/We hereby instruct and authorize you the issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in this contract and the Agreement, between the subscriber and Rent Pay and commencing on the date of signature and continuing until the Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 (twenty) ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. The individual payment instructions so authorized to be issued must be issued and delivered as set out in the agreement between the subscriber and Rent Pay, between the first and thirty first of each month.

In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be scheduled for the pre-ceding ordinary business day, or alternatively, the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. (This reference number, if provided to you should enable you to identify the Agreement / Contract.) I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**Mandate**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instruction had been issued by me/us personally.

**Cancellation**

I/We agree that although this Authority as mandate may be cancelled by me/us, such cancelation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**Assignment**

I/We acknowledge that his authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

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

**Service Provider Signature (on behalf of RENT PAY)**

**Subscriber Signature**

Initial: \_\_\_\_\_