

LOANS

TERMS & CONDITIONS



LOANS – TERMS & CONDITIONS

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“Warra Finance is a registered financial services and credit provider”

Terms and Conditions

The use of the Warra Finance's application form is subject to the Terms and Conditions set out below.

Please take a moment to read these important terms and proceed.

1. Terms of Service

1.1 The Terms of Service mentioned hereunder shall apply should you (the applicant/client) enter into an agreement with Warra Finance (Pty) Ltd, (WARRA"), for the purchase of the Warra Finance (Pty) Ltd packages referred to in clause 3 below.

1.2. Please take your (the applicant/clients') time to read and thoroughly understand the terms of service herein of Warra Finance (Pty) Ltd. These terms of service apply to both the/this website (www.warrafinance.co.za), telephonic and any alternative contact (WhatsApp conversation) applications through the Warra Finance (Pty) Ltd contacts for the purchase of Warra Finance (Pty) Ltd loans and debt consolidation Package referred to in clause 3 below.

1.3. The user (the applicant/client) of the Warra Finance (Pty) Ltd, admits and/or confirms that the applicant/client hereby irrevocably agrees to the policies and procedures of Warra Finance (Pty) Ltd's loan packages. This means that the applicant/client has taken the time to read, study and thoroughly understand these terms, Terms of Use, Legal Disclaimer and the Privacy Policy (herein collectively known as the "policies") of Warra Finance (Pty) Ltd also available on the below company website. www.warrafinance.co.za

1.4. The policies are all accessible on the/this Warra Finance (Pty) Ltd website and upon you, the client's, request.

1.5. The policies will form part of your (the applicant's/client's) consent when submitting your (the applicant/clients') application for Warra Finance (Pty) Ltd's loans packages via the Warra Finance (Pty) Ltd website and it shall constitute a digital signature (IP Address location, Date and Time of application submission) on your (the applicant/Clients') digital legally binding and enforceable service mandate and agreement for the irrevocable acceptance of the policies of Warra Finance (Pty) Ltd, between yourself (the applicant/client) and Warra Finance (Pty) Ltd.

1.6. You (the applicant/client) hereby furthermore confirm that you (the applicant/client) have voluntarily submitted the application for the stipulated loan agreement or debt consolidation package purchase of Warra Finance (Pty) Ltd, under no force or duress and at your (the applicant/clients') own free will. Please contact our offices at 083 952 3973, 082 293 1023 or email enquiries@warrafinance.co.za should you (the applicant/client) have any queries. Do not submit your (the applicant/client) application if you (the

applicant/client) do not agree to or thoroughly understand Warra Finance (Pty) Ltd's policies and please leave the/this website immediately.

2. Consumer Rights

2.1. Please note that Warra Finance (Pty) Ltd fully subscribes to the consumer protection legislation in South Africa, more specifically the CONSUMER PROTECTION ACT 2008 and REGULATIONS of 2011 (the CPA).

2.2. All provisions in this agreement are in line with the CPA.

2.3. Our staff has been trained with regard to the CPA and such training shall always be refreshed should the need arise.

3. The Service / Product

3.1. The products offered is a One Month Loans, Short-term loans, Debt Consolidation Packages up to 12 months fixed-term agreements and a Savings Club Account.

4. Duration

4.1. Warra Finance (Pty) Ltd offers on Month Loans and custom Short-Term Loans including Debt Consolidation Package is a service for a fixed-term up to 12 months.

4.2. All loans period commences from the date your service mandate and agreement has been entered into.

4.3 After the period referred to in paragraph 4.2 the agreement will continue for the remaining days in the month or on a month to month basis until fully paid.

5. Costs of Services

5.1. The costs of the WARRA Finance (Pty) Ltd's Debt Consolidation Package is as follows:

5.1.1. R250.00 for the first month subscription fee, plus the stipulated instalment for the month and

5.1.2. The agreed repayment amount per month for the remaining months (Loan Term).

5.2 The Cost of services may be subject to change and any changes will be communicated to all clients whereby the continued use of the services described in section 3 herein constitutes a tacit agreement to the change in pricing.

5.3 In addition the above cost of services offer is subject to change yearly and in accordance with the South African MPC repo rate announcements.

10. Breach of Agreement

10.1. Should the applicant / client be in breach of the loan agreement and/or the terms in the policies, and remain in breach and/or failed to notify the breach after 3 business days has elapsed after the specified loan repayment date. Warra Finance (Pty) Ltd has a right to apply interest charge on the missed payment as part of the loan amount until payment are received.

10.2. The applicant/client shall remain liable to Warra Finance for any amounts owed to Warra Finance (Pty) Ltd in terms of this agreement up to the date of full settlement.

10.3. All legal fees associated with the collection of funds owing to Warra Finance in terms of these policies, being it for breach or otherwise shall be paid by, or be liable by the applicant/client on an attorney client scale.

10.4. The applicant/client shall be responsible for all failed debit order costs which currently amounts to R110.00 per unsuccessful debit order from the applicant/client Warra Finance (Pty) Ltd.

11. Loan Application Service

11.1. Warra Finance (Pty) Ltd and its employees acts only on instructions / mandate submitted by the applicant/client for a loan agreement with Warra Finance. Warra Finance and its employees will send the loan referral application form to any of the registered financial institutions that they may see fit. A facsimile, digital and/or email copy of the “loan application form” constitutes the original.

11.2. Members affiliated to Warra Finance (Pty) Ltd for the loan agreement generations will not be liable to the referred (the applicant/clients’) outstanding loan amount. Warra Finance will be liable pay a loan generation fee of 2.5% per of the total loan amount through referrals. This fee is payable close of business (COB) on the last day of the month by WARRA Finance (Pty) Ltd.

12. General Information

12.1. When applying telephonically, all applicants/clients are read a confirmation paragraph which explains and confirms all processes about to take place. When applying through WhatsApp, all applicants/clients will receive a confirmation paragraph in writing which explains and confirms all processes about to take place. This will confirm the applicant’s/client’s understanding of the policies and procedures of Warra Finance (Pty) Ltd. If the applicant/client does not accept and/or agree to and/or understand the policies and procedures of Warra Finance (Pty) Ltd, the applicant/client should not proceed with their loan application. All calls are recorded, voice recording and WhatsApp chats constitutes the applicant’s/client’s signature of irrevocable acceptance of the Warra Finance policies.

12.2. All applicants/clients whom apply on www.warrafinance.co.za are required to “tick” a box after completing the online/electronic application, prior to submitting (Clicking the “SUBMIT” button) the/their online/electronic application which confirms that the applicant/client irrevocably agrees to the policies and procedures of Warra Finance (Pty) Ltd, which the applicant/client has thoroughly read and understood. A written confirmation has to be provided for online chat platforms (WhatsApp) and verbal confirmation for

telephonic applications. For online/electronic loan applications, the Warra Finance digital legally binding and enforceable service mandate and agreement is automatically generated by the website namely: www.warrafinance.co.za.

13. Debit Order Mandate

13.1. By submitting your (the applicant/clients) loan application via the/this website, the applicant/client irrevocably agrees and understands that the Warra Finance loan amount will be debited on the specified date or on a month to month basis for short-term loans and debt consolidation packages.

13.2. By agreeing to the policies of Warra Finance, the applicant/client gives Warra Finance permission to debit the applicant / client and authorizes Warra Finance (Pty) Ltd to debit any and all amounts due to Warra Finance (Pty) Ltd from the applicant/client's banking account as provided on their (the applicant/clients) online/electronic or telephonic application.

Minimum Requirements.

- First name and Surname
- Identity Number (ID)
- Contact Details
- Banking Details
- Minimum salary per month (minimum of R4000)

13.3 If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) the applicant/client agrees that the payment instruction may be debited against his/her account on the preceding business day; or subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid.

13.4 The Applicant/Client acknowledges that all payment instructions issued by Warra Finance shall be treated by his/her abovementioned bank, as if the instructions had been issued by him/her personally.

13.5 The applicant/client acknowledges that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

14. Use of applicant/client information

14.1. ALL recorded telephonic and WhatsApp chat application: Warra Finance (Pty) Ltd consultants act on information provided by new applicants/clients who contacts Warra Finance via 083 952 3973 and this data is entered and saved on to our encrypted Service Management System.

14.2. Online/Electronic Application: New applicants/clients apply on our (Warra Finance (Pty) Ltd) website namely: www.warrafinance.co.za and enter all their credentials voluntarily on the online/electronic application form with no force or duress and at their (the applicant/clients') own free will.

14.3 All this information is stored and processed in order to process your (the applicant/client) loan application with Warra Finance. Furthermore, the applicant's/client's information will get passed on to a third party for the use of the loan seeking service/facility.

15. Acceptance

15.1. All applicants/clients will receive a notification of acceptance of their loan application with WARRA Finance via the selected method of communication by the applicants/clients. .

15.2. However, once you have "ticked" the box prior to submitting your online/electronic application on the WARRA Finance Pty Ltd website namely www.warrafinance.co.za, or instructing a telephonic agent to do so, these terms becomes binding upon you (the applicant/client).

Consumer Protection Act Notice:

As per the requirements of the Consumer Protection Act No. 68 of 2008, should you feel the need to lodge a complaint about our services, kindly forward your complaint to enquiries@warrafinance.co.za. We strive to resolve all complaints within 72 hours from date of receipt.