



AQUA DIVERS INTERNATIONAL (PTY) LTD SCUBA FINANCING AGREEMENT

Retailer	Tel No	Contact Person	Amount Required R
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PERSONAL DETAILS MR/MS

Surname	ID No	Language	Afrikaans
First Name	Date of Birth		English
Home address	Years at Present Address	Years at Previous Address	
	ARE YOU MARRIED? (PLEASE TICK APPLICABLE BLOCKS) Yes <input type="checkbox"/> No <input type="checkbox"/> Divorced <input type="checkbox"/>		
Postal Address	ANC <input type="checkbox"/>	COP <input type="checkbox"/>	Excl Marital Power <input type="checkbox"/> Incl. Martial Power <input type="checkbox"/>
	No of Dependant Children <input type="checkbox"/>		
	Spouse's Name	Date of Birth	
Tel. Bus	Cell Phone		
Tel.Home	Fax:		
Previous Residential Address	Salary Date	Monthly Salary R	
Employer's Name and Address	Occupation	Years Employed	
Previous Employer's Name and Address	Occupation	Years Employed	
Name and Address of Spouse's Employer	Occupation	Years employed	Monthly Salary R
Nearest relative in RSA not living with you	Additional Regular Income		
Relationship: Tel No.	R		Month/Year

FIXED PROPERTY

Stand No	Suburb	Name of Bondholder	Registered in Your Name	Y	N
Purchase Price	Date of Purchase	Address of Bondholder	Registered in Your Spouse's Name	Y	N
Present Value	Present bond	Bond/Rent Payment	Purchased on Deed on Sale	Y	N
R	R	R	Do you own anyOther Fixed Property	Y	N

BANK DETAILS

Account Type	Account No	Name of A/C Holder	Credit Card No
Transmission Cheque Savings Deposit	Bank Name	Branch	Branch Code

OTHER ACCOUNTS AND / OR PREVIOUS ACCOUNTS WITH FINANCIAL INSTITUTIONS

Name of Company	Branch	Acc Number

In the event of Aqua Divers International (Pty) Ltd (hereafter referred to as ADI) approving my application, I, the undersigned:

1. confirm, that I have applied for a personal loan and that I have furnished the above information which will be relied upon by ADI in assessing my application. I warrant that such information is true and correct in every detail and that all such details will be regarded by ADI as material;
2. acknowledge that in the event of my application receiving favorable consideration an offer of a loan may be made to me by ADI on the terms and conditions contained in the Acknowledgement of Debt set out overleaf and in the Schedule which will be forwarded to me subsequently by ADI and which Schedule shall form an integral part of the Acknowledgement of Debt;
3. confirm that I have accepted the terms and conditions contained in the Acknowledgement of Debt and the Schedule to be forwarded to me.

Applicant's Signature

Signature of Spouse (where required)

Acknowledgement of Debt

- 1.1 In this Acknowledgement of debt, unless the context otherwise indicates:
 - “application” means the application form overleaf;
 - “ADI” shall mean Aqua Divers International (Pty) Ltd;
 - “the Borrower” means the person with whom ADI enters into the loan agreement;
 - “the loan agreement” means the loan agreement entered into between ADI and the Borrower on the terms and conditions contained in this acknowledgement of debt and in the Schedule;
 - “the loan” means the total indebtedness of the Borrower to ADI;
- 1.2 Unless the context otherwise indicates
 - 1.2.1 any gender includes the other genders
 - 1.2.2 a natural person includes a juristic person
 - 1.2.3 the singular includes the plural and vice versa
2. The Borrower acknowledges himself to be truly and lawfully indebted to ADI for the above in respect of the loan.
3. The installments specified in the ADI agreement shall be paid punctually on the dates of the six (6) cheques provided therein, without demand and without any deductions and free of bank commission, exchange or other bank charges at such address as ADI shall from time to time in writing direct.
4. Provided the installments are paid as per this agreement, no finance charges on the loan shall be payable to ADI.
5. Should the Borrower fail to pay on due date any installment from whatsoever cause, such overdue amount shall bear interest at the maximum finance charge rate then prescribed under the Act for money lending transactions applicable to the loan, without prejudice to any other rights as may accrue to ADI consequent upon such failure.
6. Should the Borrower fail to make any payment of any of the post dated cheques on the due date thereof, the full amount then outstanding shall become due and payable without any demand for payment being necessary. Every post dated cheque forms part of a serial range of the post dated cheques. Should any one post dated cheque be returned to Drawer, the remaining range of serial post dated cheques all become due and payable on that date; notwithstanding the date of the cheques.
7. The Borrower hereby renounces the benefits arising from the legal exceptions “*non numeratae pecuniae*”, “*non cause debiti*”, “*errore calculi*”, ‘revision of accounts’, ‘no value received’, with the force and meaning whereof the Borrower declares himself to be fully acquainted.
8. The Borrower hereby consents to the jurisdiction of the Magistrate’s Court having jurisdiction in respect of his person for all purposes arising out of this Acknowledgement of Debt provided that nothing herein contained shall prevent ADI from instituting proceedings arising out of this Acknowledgement of Debt in any division of the High Court of South Africa having jurisdiction.

Should it become necessary for ADI to resort to legal action to enforce its rights in terms of this Acknowledgement of Debt or to recover the debt, the Borrower hereby undertakes to pay any collection commission that would otherwise be payable by ADI in respect thereof and further undertakes to pay all costs which ADI may incur in connection with the enforcement of its rights hereunder or in connection with the collection of the debt, including legal fees on the attorney and own client scale.
9. The address of the Borrower, as recorded in the application, shall operate as the Borrower’s *domicilium citandi et executandi* for all purposes of and in connection with this Acknowledgement of Debt including, but without limiting the generality of the foregoing, all notices, demands, legal process and communications.
10. The Borrower agrees that no relaxation or indulgence on the part of ADI with regard to any of the terms and conditions of the loan agreement shall in any way be a novation or waiver thereof and shall not in any way affect ADI’s rights thereunder.