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REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

STAATSKOERANT

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KAAPSTAD, 18 JUNIE 1980

OFFICE OF THE PRIME MINISTER

KANTOOR VAN DIE EERSTE MINISTER

No. 1254.

18 June 1980.

It is hereby notified that the State President has assented to the following Act which is hereby published for general information:—

No. 75 of 1980: Credit Agreements Act, 1980.

No. 1254.

18 Junie 1980.

Hierby word bekend gemaak dat die Staatspresident sy goedkeuring geheg het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:—

No. 75 van 1980: Wet op Kredietooreenkomste, 1980.

WET

Om voorsiening te maak vir die reëling van sekere transaksies ingevolge waarvan roerende goedere op krediet gekoop of gehuur word of sekere dienste op krediet gelewer word; vir die herroeping van die Wet op Huurkoop, 1942; en vir bykomstige aangeleenthede.

(Afrikaanse teks deur die Staatspresident geteken.)
(Goedgekeur op 4 Junie 1980.)

DAAR WORD BEPAAL deur die Staatspresident, die Senaat en die Volksraad van die Republiek van Suid-Afrika, soos volg:—

Woordomskry-
wings.

1. In hierdie Wet, tensy uit die samehang anders blyk, beteken—

- (i) „aanvanklike betaling” die bedrag wat deur ’n krediet-opnemer betaal moet word op die datum van ’n kredietooreenkoms wat ’n krediettransaksie is; (vii)
- (ii) „aanvanklike huurgeld” die bedrag wat deur ’n krediet-opnemer betaal moet word op die datum van ’n kredietooreenkoms wat ’n huurtransaksie is; (viii)
- (iii) „afbetalingsverkooptransaksie” ’n transaksie ingevolge waarvan—
 - (a) goedere deur die verkoper aan die koper verkoop word teen betaling deur die koper aan die verkoper van ’n bepaalde of bepaalbare geldsom op ’n bepaalde of bepaalbare toekomstige datum of in die geheel of gedeeltelik in paaiemente oor ’n tydperk in die toekoms; en
 - (b) die koper nie eienaar van daardie goedere word nie bloot op grond van die lewering aan of die gebruik, besit of genot deur hom daarvan; of
 - (c) die verkoper geregtig is op teruggawe van daardie goedere indien die koper in gebreke bly om aan ’n beding van daardie transaksie te voldoen; (ix)
- (iv) „diens” nie ook ’n diens wat deur iemand gelewer of verskaf word by die uitoefening van ’n beroep ten opsigte waarvan sy naam kragtens ’n Wet van die Parlement in ’n rol of register ingeskryf is nie; (xii)
- (v) „goedere” roerende goedere; (vi)
- (vi) „hierdie Wet” ook ’n regulasie of kennisgewing daarkragtens uitgevaardig of uitgereik; (xiii)
- (vii) „huurtransaksie” ’n transaksie ingevolge waarvan ’n verhuurder goedere aan ’n huurder verhuur teen betaling deur die huurder aan die verhuurder van ’n bepaalde of bepaalbare som geld op ’n bepaalde of bepaalbare toekomstige datum of in die geheel of gedeeltelik in paaiemente oor ’n tydperk in die toekoms, maar nie ook ’n transaksie nie waarby ten tyde van die aangaan daarvan ooreengekom word dat die skuldenaar of iemand namens hom, op enige tydstop gedurende of na

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ACT

To provide for the regulation of certain transactions in terms of which movable goods are purchased or leased on credit or certain services are rendered on credit; for the repeal of the Hire Purchase Act, 1942; and for incidental matters.

*(Afrikaans text signed by the State President.)
(Assented to 4 June 1980.)*

BE IT ENACTED by the State President, the Senate and the House of Assembly of the Republic of South Africa, as follows:—

1. In this Act, unless the context otherwise indicates—
- 5 (i) "cash price", in relation to a credit agreement which is—
- 10 (a) a credit transaction in terms of which a service is rendered, means the cash price at which the credit receiver may obtain that service from the credit grantor;
- 15 (b) a leasing transaction, means the cash price at which the goods leased in terms of that leasing transaction are normally sold by the credit grantor on the date on which that leasing transaction is entered into or, if the credit grantor is not a trader normally selling any such goods, the reasonable money value of those goods as agreed upon between the credit grantor and the credit receiver; (viii)
- 20 (ii) "credit agreement" means—
- (a) a credit transaction or a leasing transaction;
- 25 (b) a transaction which or transactions which together have the same import as a transaction referred to in paragraph (a), irrespective of the form of the first-mentioned transaction or transactions and irrespective of whether any such transaction or transactions are subject to a resolutive or suspensive condition; (x)
- 30 (iii) "credit grantor" means—
- (a) a seller, or a person who renders a service, in terms of a credit transaction, and includes a person to whom the rights or the rights and obligations of any such seller or any such person so rendering a service have passed by assignment, cession, delegation or otherwise;
- 35 (b) a lessor in terms of a leasing transaction, and includes a person to whom the rights or the rights and obligations of any such lessor have passed by assignment, cession, delegation or otherwise; (ix)
- Definitions.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

- verstryking van die huurtermyn of na die beëindiging van daardie transaksie eienaar van daardie goedere word of na sodanige verstryking of beëindiging die besit of gebruik of genot van daardie goedere behou; (x)
- (viii) „kontantprys”, met betrekking tot ’n kredietooreenkoms 5
wat—
- (a) ’n krediettransaksie is ingevolge waarvan ’n diens gelewer word, die kontantprys waarteen die krediet-opnemer daardie diens van die kredietgewer kan verkry; 10
- (b) ’n huurtransaksie is, die kontantprys waarteen die goedere wat ingevolge daardie huurtransaksie verhuur word normaalweg deur die kredietgewer op die datum waarop daardie huurtransaksie aangegaan is, verkoop word of, indien die kredietgewer 15
nie ’n handelaar is wat normaalweg enige sodanige goedere verkoop nie, die redelike geldwaarde van daardie goedere soos ooreengekom deur die kredietgewer en die kredietopnemer; (i)
- (ix) „kredietgewer”— 20
- (a) ’n verkoper, of iemand wat ’n diens lewer, ingevolge ’n krediettransaksie, en ook iemand op wie die regte of die regte en verpligtinge van so ’n verkoper of iemand wat ’n diens aldus lewer deur oordrag, sessie, delegasie of andersins oorgegaan 25
het;
- (b) ’n verhuurder ingevolge ’n huurtransaksie, en ook iemand op wie die regte of die regte en verpligtinge van so ’n verhuurder deur oordrag, sessie, delegasie of andersins oorgegaan het; (iii) 30
- (x) „kredietooreenkoms”—
- (a) ’n krediettransaksie of ’n huurtransaksie;
- (b) ’n transaksie wat of transaksies wat tesame dieselfde strekking het as ’n transaksie bedoel in paragraaf (a), ongeag die vorm van eersbedoelde 35
transaksie of transaksies en ongeag of enige sodanige transaksie of transaksies aan ’n ontbindende of opskortende voorwaarde onderworpe is; (ii)
- (xi) „kredietopnemer”— 40
- (a) ’n koper, of iemand aan wie ’n diens gelewer word, ingevolge ’n krediettransaksie, en ook iemand op wie die regte of die regte en verpligtinge van so ’n koper of iemand aan wie ’n diens aldus gelewer word deur oordrag, sessie, delegasie of andersins 45
oorgegaan het;
- (b) ’n huurder ingevolge ’n huurtransaksie, en ook iemand op wie die regte of die regte en verpligtinge van so ’n huurder deur oordrag, sessie, delegasie of andersins oorgegaan het; (iv) 50
- (xii) „krediettransaksie”—
- (a) ’n transaksie, met inbegrip van ’n afbetalingsverkooptransaksie, ingevolge waarvan goedere deur die verkoper aan die koper verkoop word teen betaling deur die koper aan die verkoper van ’n 55
bepaalde of bepaalbare geldsom op ’n bepaalde of bepaalbare toekomstige datum of in die geheel of gedeeltelik in paalemente oor ’n tydperk in die toekoms;
- (b) ’n transaksie ingevolge waarvan ’n persoon ’n 60
diens lewer teen betaling aan hom deur die persoon aan wie die diens gelewer word van ’n bepaalde of bepaalbare geldsom op ’n bepaalde of bepaalbare toekomstige datum of in die geheel of gedeeltelik in paalemente oor ’n tydperk in die toekoms; (v) 65
- (xiii) „Minister” die Minister van Handel en Verbruikersake. (xi)

Toepassing van
Wet.

2. (1) Die bepalinge van hierdie Wet is van toepassing op die kredietooreenkoms of kategorieë kredietooreenkoms wat van tyd tot tyd deur die Minister by kennisgewing in die *Staatskoerant*

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

- (iv) "credit receiver" means—
- (a) a purchaser, or a person to whom a service is rendered, in terms of a credit transaction, and includes a person to whom the rights or the rights and obligations of any such purchaser or any person to whom a service is so rendered, have passed by assignment, cession, delegation or otherwise;
- (b) a lessee in terms of a leasing transaction, and includes a person to whom the rights or the rights and obligations of any such lessee have passed by assignment, cession, delegation or otherwise; (xi)
- (v) "credit transaction" means—
- (a) a transaction, including an instalment sale transaction, in terms of which goods are sold by the seller to the purchaser against payment by the purchaser to the seller of a stated or determinable sum of money at a stated or determinable future date or in whole or in part in instalments over a period in the future;
- (b) a transaction in terms of which a person renders a service against payment to him by the person to whom the service is rendered of a stated or determinable sum of money at a stated or determinable future date or in whole or in part in instalments over a period in the future; (xii)
- (vi) "goods" means movable goods; (v)
- (vii) "initial payment" means the amount to be paid by the credit receiver on the date of a credit agreement which is a credit transaction; (i)
- (viii) "initial rental" means the amount to be paid by the credit receiver on the date of a credit agreement which is a leasing transaction; (ii)
- (ix) "instalment sale transaction" means a transaction in terms of which—
- (a) goods are sold by the seller to the purchaser against payment by the purchaser to the seller of a stated or determinable sum of money at a stated or determinable future date or in whole or in part in instalments over a period in the future; and
- (b) the purchaser does not become the owner of those goods merely by virtue of the delivery to or the use, possession or enjoyment by him thereof; or
- (c) the seller is entitled to the return of those goods if the purchaser fails to comply with any term of that transaction; (iii)
- (x) "leasing transaction" means a transaction in terms of which a lessor leases goods to a lessee against payment by the lessee to the lessor of a stated or determinable sum of money at a stated or determinable future date or in whole or in part in instalments over a period in the future, but does not include a transaction by which it is agreed at the time of the conclusion thereof that the debtor or any person on his behalf, shall at any stage during or after the expiry of the lease or after the termination of that transaction become the owner of those goods or after such expiry or termination retain the possession or use or enjoyment of those goods; (vii)
- (xi) "Minister" means the Minister of Commerce and Consumer Affairs; (xiii)
- (xii) "service" does not include a service rendered or provided by a person in the practising of a profession in respect of which his name has in terms of any Act of Parliament been entered into a roll or register; (iv)
- (xiii) "this Act" includes any regulation or notice made or issued thereunder. (vi)

2. (1) The provisions of this Act shall apply to such credit agreements or categories of credit agreements as the Minister may determine from time to time by notice in the *Gazette*: Provided

Application of Act.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

bepaal word: Met dien verstande dat die Minister nie die bevoegdheid het nie om sodanige bepalings van toepassing te maak op kredietooreenkomste ingevolge waarvan—

- (a) iemand goedere koop of huur met die uitsluitlike doel om dit te verkoop of te verhuur of in verband met mynbou, ingenieurswese, bouwerk, padbou of 'n vervaardigingsproses te gebruik;
- (b) die Staat die kredietgewer is.

(2) Die Minister kan te eniger tyd enige persoon of kategorie persone op die voorwaardes en in die mate wat hy goedvind, by kennisgewing in die *Staatskoerant* vrystel van enige van of al die bepalings van hierdie Wet.

(3) Wanneer die Minister voornemens is om 'n kennisgewing bedoel in subartikel (2) in te trek of te wysig, moet hy 'n kennisgewing in die *Staatskoerant* publiseer wat die betrokke intrekking of wysiging bevat en waarin 'n beroep op alle belanghebbende persone gedoen word om besware en vertoë in verband met daardie intrekking of wysiging binne die tydperk wat in laasbedoelde kennisgewing bepaal word skriftelik by die Sekretaris van Handel en Verbruikersake in te dien.

(4) 'n Intrekking of wysiging bedoel in subartikel (3) tree in werking op 'n datum wat deur die Minister by kennisgewing in die *Staatskoerant* bepaal word, wat nie vroeër is nie as 60 dae na verstryking van die tydperk bedoel in subartikel (3): Met dien verstande dat die Minister in daardie kennisgewing daardie intrekking of wysiging in ooreenstemming met enige besware of vertoë wat ingevolge subartikel (3) ten opsigte daarvan ingedien is, kan verander sonder om die bepalings van daardie subartikel ten opsigte van die intrekking of wysiging wat aldus verander is, na te kom.

Regulasies.

3. (1) Die Minister kan by regulasie in die *Staatskoerant* of, indien daardie regulasie slegs ten opsigte van enige bepaalde persoon of persone van toepassing is, geregistreerd deur die pos gestuur of oorhandig aan daardie persoon of persone—

- (a) die maksimum termyn voorskryf waarbinne die volle prys kragtens 'n kredietooreenkoms betaal moet word;
- (b) die gedeelte van die kontantprys of enige ander teenprestasie voorskryf wat ingevolge 'n kredietooreenkoms as aanvanklike betaling of as aanvanklike huurgeld betaal of gelewer moet word;
- (c) die wyse voorskryf waarop die prys van enige goedere of diens vertoon of adverteer moet word;
- (d) in die algemeen enige voorwaardes voorskryf wat hy met betrekking tot enige kredietooreenkoms goedvind.

(2) Verskillende regulasies kan kragtens subartikel (1) ten opsigte van verskillende kredietooreenkomste, soorte kredietooreenkomste, goedere, dienste, klasse of groepe goedere of dienste, kredietgewers of kredietopnemers of kategorieë kredietgewers of kredietopnemers uitgevaardig word.

Verstreking van inligting aan voornemende kredietopnemers.

4. 'n Voornemende kredietgewer of sy bestuurder, agent of werknemer moet voordat 'n kredietooreenkoms op 'n ander plek as op sy besigheidperseel aangegaan word, die aandag van 'n voornemende kredietopnemer skriftelik op die bepalings van artikel 13 vestig.

Vereistes ten opsigte van en inhoud van kredietooreenkomste.

5. (1) Behoudens die bepalings van die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968 (Wet No. 73 van 1968), moet 'n kredietooreenkoms—

- (a) op skrif gebring en deur of namens elke deelnemer daaraan onderteken word;
- (b) die name van die kredietgewer en die kredietopnemer en hulle sake- of woonadresse of, indien hulle nie sodanige adresse het nie, enige ander adres in die Republiek vermeld;
- (c) die bedrag vermeld wat as aanvanklike betaling of as aanvanklike huurgeld betaal is of moet word;
- (d) 'n beskrywing bevat waardeur die goedere of diens waarop daardie kredietooreenkoms betrekking het, en enige goedere wat as betaling aan die kredietgewer gelewer is, geredelik geïdentifiseer kan word;
- (e) indien dit 'n afbetalingsverkooptransaksie is, die voorwaardes, as daar is, vermeld betreffende die voorbehoud en oorgang van die eiendomsreg op die goedere waarop daardie kredietooreenkoms betrekking het;

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

that the Minister shall not have any power to apply such provisions to credit agreements in terms of which—

- (a) a person purchases or hires goods for the sole purpose of selling or leasing them or using them in connection with mining, engineering, construction, road building or a manufacturing process;

(b) the State is the credit grantor.

(2) The Minister may at any time by notice in the *Gazette* exempt any person or category of persons from any of or all the provisions of this Act on such conditions and to such extent as he may deem fit.

(3) When the Minister intends to revoke or amend any notice referred to in subsection (2), he shall publish a notice in the *Gazette* which shall contain the revocation or amendment in question and in which all interested persons are requested to lodge in writing within the period determined in the last-mentioned notice any objections and representations in connection with that revocation or amendment with the Secretary for Commerce and Consumer Affairs.

(4) Any revocation or amendment referred to in subsection (3) shall come into operation on a date fixed by the Minister by notice in the *Gazette*, which date shall not be earlier than 60 days after the expiry of the period referred to in subsection (3): Provided that the Minister may in such notice alter such revocation or amendment in accordance with any objections or representations lodged in respect thereof in terms of subsection (3), without complying with the provisions of that subsection in respect of the revocation or amendment so altered.

3. (1) The Minister may by regulation in the *Gazette* or, if that regulation is to be applied only to any particular person or persons, sent by registered mail or delivered by hand to such person or persons—

- (a) prescribe the maximum period within which the full price under a credit agreement shall be paid;
- (b) prescribe the portion of the cash price or any other consideration which shall be paid or delivered as an initial payment or initial rental in terms of a credit agreement;
- (c) prescribe the manner in which the price of any goods or service shall be displayed or advertised;
- (d) generally, prescribe any such conditions as he may find fit in regard to any credit agreement.

(2) Different regulations may be made under subsection (1) in respect of different credit agreements, kinds of credit agreements, goods, services, classes or groups of goods or services, credit grantors or credit receivers or categories of credit grantors or credit receivers.

4. Any prospective credit grantor or his manager, agent or employee shall, before entering into a credit agreement at a place not being his business premises, in writing draw the attention of a prospective credit receiver to the provisions of section 13.

5. (1) Subject to the provisions of the Limitation and Disclosure of Finance Charges Act, 1968 (Act No. 73 of 1968), any credit agreement shall—

- (a) be reduced to writing and signed by or on behalf of every party thereto;
- (b) state the names of the credit grantor and the credit receiver and their business or residential addresses or, if they do not have such addresses, any other address in the Republic;
- (c) state the amount paid or to be paid as an initial payment or as initial rental;
- (d) contain a description whereby the goods or service to which that credit agreement relates, and any goods delivered to the credit grantor as payment, may be readily identified;
- (e) if it is an instalment sale transaction, state the conditions, if any, as to the reservation and passing of the ownership of the goods to which that credit agreement relates;

Furnishing of information to prospective credit receivers.

Requirements in respect of and contents of credit agreements.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

- (f) indien dit 'n afbetalingsverkooptransaksie of 'n huurtransaksie is, die voorwaardes, as daar is, vermeld betreffende die reg van die kredietgewer op teruggawe van die goedere waarop daardie kredietooreenkoms betrekking het; 5
- (g) 'n verwysing na die bepalinge van artikel 13 bevat;
- (h) in die amptelike taal wees wat die kredietopnemer skriftelik mag versoek.

(2) Niemand mag 'n deelnemer wees aan 'n kredietooreenkoms wat nie aan 'n vereiste bedoel in subartikel (1) voldoen nie: 10
Met dien verstande dat 'n kredietooreenkoms wat nie aan so 'n vereiste voldoen nie, nie bloot om daardie rede ongeldig is nie.

(3) Indien na lewering aan die kredietopnemer van goedere waarop 'n kredietooreenkoms betrekking het, die kredietgewer en die kredietopnemer ooreenkom dat daardie goedere of 'n deel 15 daarvan deur ander goedere vervang word, is die goedere wat ingevolge subartikel (1) (d) in daardie kredietooreenkoms beskryf moet word, vanaf die datum waarop daardie goedere of deel vervang word die goedere waarop daardie kredietooreenkoms betrekking het. 20

(4) Die adresse wat ingevolge subartikel (1) (b) in 'n kredietooreenkoms vermeld word, dien vir alle doeleindes van daardie kredietooreenkoms as *domicilium citandi et executandi* van die deelnemers daaraan, en 'n kennisgewing van 'n verandering van enige sodanige adres word skriftelik deur die betrokke 25 deelnemer gegee en word deur hom oorhandig of per geregistreerde pos gestuur aan die ander deelnemers, en in so 'n geval dien die veranderde adres waarvan aldus kennis gegee is as *domicilium citandi et executandi* van die deelnemer wat daardie kennis gegee het. 30

Ongeldige bepalinge
betreffende kredietooreenkoms.

6. (1) 'n Kredietooreenkoms of enige ander ooreenkoms of stuk mag nie 'n bepaling bevat wat die uitwerking het nie dat—
- (a) iemand onderneem om 'n kredietooreenkoms aan te gaan;
 - (b) iemand wat namens die kredietgewer optree in verband 35 met die sluiting van 'n kredietooreenkoms of die onderhandelings wat die sluiting van 'n kredietooreenkoms voorafgaan, as gevolmagtigde van die kredietopnemer aangestel of geag word;
 - (c) die kredietgewer onthef word van aanspreeklikheid vir 40 'n handeling of versuim van of voorstelling deur iemand wat namens hom optree;
 - (d) die aanspreeklikheid van die kredietgewer ingevolge enige garansie of waarborg wat, as daardie bepaling nie daar was nie, 'n versweë beding van 'n kredietooreenkoms sou gewees het, uitgesluit of beperk word; 45
 - (e) die kredietgewer of iemand wat namens hom optree, gemagtig word om 'n perseel te betree ten einde goedere in besit te neem waarop 'n kredietooreenkoms betrekking het, of onthef word van aanspreeklikheid vir 50 sodanige betreding;
 - (f) die kredietopnemer 'n *domicilium citandi et executandi* kies by enige ander adres as 'n adres bedoel in artikel 5 (4);
 - (g) die kredietopnemer onderneem om enige gelde wat deur 55 hom ingevolge 'n kredietooreenkoms betaal is of enige eis ten opsigte van die betrokke goedere of diens te verbeur indien hy in gebreke bly om 'n bepaling van die kredietooreenkoms na te kom voordat daardie goedere of diens aan hom gelewer is; 60
 - (h) die kredietopnemer belet word om uit die kredietooreenkoms terug te tree en terugbetaling te eis van enige bedrag wat hy ingevolge die kredietooreenkoms betaal het indien, sonder enige onwilligheid aan sy kant om prestasie ooreenkomstig die kredietooreenkoms te aan- 65 vaar, die betrokke goedere of diens nie binne 30 dae na die datum van die kredietooreenkoms aan hom gelewer is nie;
 - (i) die termyn van die kredietooreenkoms onbepaald gelaat word;
 - (j) die kredietopnemer instaan en waarborg dat die kredietooreenkoms op die besigheidsperseel van die kredietgewer onderteken is;

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

- (f) if it is an instalment sale transaction or a leasing transaction, state the conditions, if any, as to the right of the credit grantor to the return of the goods to which that credit agreement relates;
- 5 (g) contain a reference to the provisions of section 13;
- (h) be in the official language which the credit receiver may request in writing.
- (2) No person shall be a party to a credit agreement which does not comply with a requirement referred to in subsection (1):
- 10 Provided that a credit agreement which does not comply with any such requirement shall not merely for that reason be invalid.
- (3) If after delivery to the credit receiver of goods to which a credit agreement relates, the credit grantor and the credit receiver agree that those goods or any part thereof shall be replaced by any
- 15 other goods, the goods to be described in terms of subsection (1) (d) in that credit agreement shall, as from the date on which those goods are or any part thereof is replaced, be the goods to which that credit agreements relates.
- (4) The addresses stated in terms of subsection (1) (b) in a
- 20 credit agreement, shall for all the purposes of that credit agreement serve as *domicilium citandi et executandi* of the parties thereto, and any notice of any change of any such address shall be given in writing by the party concerned and delivered by hand or sent by registered mail by him to the other parties, and in such a
- 25 case the changed address being so given notice of shall serve as *domicilium citandi et executandi* of the party who gave such notice.
6. (1) A credit agreement or any other agreement or document shall not contain a provision having the effect that—
- 30 (a) a person agrees to enter into a credit agreement;
- (b) a person acting on behalf of the credit grantor in connection with the conclusion of any credit agreement or the negotiations preceding the conclusion of a credit agreement, is appointed as or deemed to be the agent of
- 35 the credit receiver;
- (c) the credit grantor is exempted from liability for any act, omission or representation by any person acting on his behalf;
- (d) the liability of the credit grantor in terms of any
- 40 guarantee or warranty which would, but for such provision, be implied in a credit agreement, is excluded or restricted;
- (e) the credit grantor or any person acting on his behalf is
- 45 authorized to enter upon any premises for the purpose of taking possession of goods to which a credit agreement relates, or is exempted from liability for any such entry;
- (f) the credit receiver chooses a *domicilium citandi et executandi* at any address other than an address referred to in section 5 (4);
- 50 (g) the credit receiver agrees to forfeit any moneys paid by him in terms of a credit agreement or any claim in respect of the goods or service in question if he fails to comply with any term of the credit agreement before such goods are delivered or such service is rendered to
- 55 him;
- (h) the credit receiver is prohibited from resiling from the credit agreement and from claiming repayment of any amount paid by him in terms of the credit agreement if without any reluctance on his part to accept performance in accordance with such credit agreement, the goods in
- 60 question have not been delivered or the service in question has not been rendered to him within 30 days after the date of the credit agreement;
- (i) the period of the credit agreement is left undetermined;
- 65 (j) the credit receiver guarantees and warrants that the credit agreement was signed on the business premises of the credit grantor;

Invalid provisions relating to credit agreements.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

- (k) die kredietopnemer erken dat die kredietgewer of iemand namens hom voor die sluiting van of in verband met die kredietooreenkoms geen voorstellings gemaak of waarborge gegee het nie;
- (l) die kredietopnemer erken dat hy enige goedere geïnspekter het waarop die kredietooreenkoms betrekking het. 5
- (2) Die bepalings van subartikels 1 (a), (g), (h), (k) en (l) is nie van toepassing nie op 'n kredietooreenkoms waarin bepaal word dat die betrokke goedere volgens die bestelling van die voornemende kredietopnemer in die Republiek ingevoer of volgens sy vereistes vervaardig moet word. 10
- (3) Geen kredietgewer mag van 'n kredietopnemer vereis of hom ooreed om ontvangs te erken van enige goedere of diens waarop 'n kredietooreenkoms betrekking het tensy daardie goedere of diens werklik deur die kredietgewer aan die kredietopnemer gelewer is nie. 15
- (4) Niemand mag 'n deelnemer wees nie aan 'n kredietooreenkoms of enige ander ooreenkoms of stuk ingevolge waarvan of wat die uitwerking het dat— 20
- (a) 'n vroeëre kredietooreenkoms gekanselleer word en vervang word deur 'n latere kredietooreenkoms ingevolge waarvan die goedere of diens, of enige deel daarvan, waarop daardie vroeëre kredietooreenkoms betrekking het en enige ander goedere of diens aan die betrokke kredietopnemer verkoop, verskaf of verhuur word; en 25
- (b) enige geld of ander teenprestasie wat ingevolge daardie vroeëre kredietooreenkoms aan die betrokke kredietgewer betaal of gelewer is, dien as aanvanklike betaling of as aanvanklike huurgeld ten opsigte van die goedere of diens waarop daardie latere kredietooreenkoms betrekking het. 30
- (5) Geen kredietooreenkoms is bindend totdat die kredietontvanger ten minste die aanvanklike betaling of aanvanklike huurgeld wat by regulasie voorgeskryf is, betaal het nie. 35
- (6) Niemand mag 'n deelnemer aan 'n kredietooreenkoms wees nie ingevolge waarvan die tydperk waarin die volle prys betaalbaar is die toepaslike voorgeskrewe tydperk oorskry. 40
- (7) By die toepassing van subartikel (5)— 40
- (a) kan betaling van die aanvanklike betaling of aanvanklike huurgeld in sy geheel of gedeeltelik met goedere geskied;
- (b) word betaling met goedere in die mate waarin die waarde wat daarop geplaas word vir die doeleindes van sodanige betaling meer is as 'n redelike prys vir daardie goedere, nie as betaling beskou nie;
- (c) mag geen kredietgewer geld aan 'n kredietontvanger beskikbaar stel of veroorsaak dat gelde deur enige ander persoon aan 'n kredietopnemer beskikbaar gestel word ten einde betaling uit sodanige gelde ten opsigte van 'n kredietooreenkoms te maak nie, en mag geen kredietopnemer geld ontvang of betaling maak nie uit geld wat regstreeks of onregstreeks verkry is van of deur die bemiddeling van die kredietgewer of enige ander persoon wie se besigheid dit is of van wie se besigheid dit deel is om volgens reëling met die kredietgewer geld beskikbaar te stel vir betaling kragtens 'n kredietooreenkoms: Met dien verstande dat die bepalings van hierdie paragraaf nie so uitgelê word nie dat 'n verbod geplaas word op— 60
- (i) enige betaling deur 'n kredietopnemer ingevolge 'n kredietooreenkoms uit gelde wat deur die kredietgewer as emolumente aan die kredietopnemer betaal of verskuldig is; of 65
- (ii) 'n kredietopnemer om reëlins met 'n bankinstelling geregistreer kragtens die Bankwet, 1965 (Wet No. 23 van 1965), of enige ander finansiële instelling te tref om geld te verkry om enige saldo te betaal wat deur die kredietopnemer ingevolge 'n kredietooreenkoms verskuldig is maar nog nie opeisbaar is nie.

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

- (k) the credit receiver acknowledges that the credit grantor or any person on his behalf did not make any representations or give any warranties before the conclusion of or in connection with the credit agreement;
- 5 (l) the credit receiver acknowledges that he has inspected any goods to which such credit agreement relates.

(2) The provisions of subsection 1 (a), (g), (h), (k) and (l) shall not apply to any credit agreement providing for the goods in question to be imported into the Republic as per order of or be manufactured according to the requirements of the prospective credit receiver.

(3) No credit grantor shall require or induce any credit receiver to acknowledge the receipt of any goods or service to which any credit agreement relates unless those goods have in fact been delivered or such service has in fact been rendered by the credit grantor to the credit receiver.

(4) No person shall be a party to a credit agreement or any other agreement or document in terms of which or which has the effect that—

- (a) an earlier credit agreement is cancelled and substituted by a later credit agreement in terms of which the goods or service, or any part thereof, to which that earlier agreement relates, and any other goods or service, are sold, rendered or leased to the credit receiver concerned; and
- 25 (b) any money or other consideration paid or delivered in terms of that earlier credit agreement to the credit grantor concerned, shall serve as an initial payment or as initial rental in respect of the goods or service to which that later credit agreement relates.

(5) No credit agreement shall be binding until the credit receiver has paid at least the initial payment or initial rental prescribed by regulation.

35 (6) No person shall be a party to a credit agreement in terms of which the period within which the full price is payable, exceeds the appropriate prescribed period.

(7) For the purpose of subsection (5)—

- 40 (a) payment of the initial payment or initial rental may be effected wholly or partly in goods;
- (b) payment in goods to the extent that the value placed thereon for the purposes of such payment exceeds a reasonable price for those goods, shall not be regarded as payment;
- 45 (c) no credit grantor shall make any money available or cause any money to be made available by any other person to a credit receiver for the purpose of making any payment out of such money in respect of a credit agreement, and no credit receiver shall receive or make any payment out of money obtained directly or indirectly from or through the credit grantor or any other person whose business or part of whose business it is, by arrangement with a credit grantor, to make money available for payment in terms of a credit agreement:
- 50 Provided that the provisions of this paragraph shall not be so construed as to prohibit—
- 55 (i) any payment in terms of a credit agreement by a credit receiver out of money paid or owing to the credit receiver by the credit grantor as emoluments; or
- 60 (ii) a credit receiver from making arrangements with any banking institution registered under the Banks Act, 1965 (Act No. 23 of 1965), or any other financial institution to obtain money to pay any balance owing by a credit receiver but not yet claimable in terms of a credit agreement.
- 65

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

Beweegmiddels
vir aangaan van
kredietooreen-
komste.

Verpligting van
kredietopnemer
om sekere
inligting te
verstrek.

Beperking op
sessie deur kre-
dietopnemer van
sekere periodieke
bedrae.

Verhandelbare
stukke.

7. Enige voornemende kredietgewer of sy bestuurder, agent of werknemer mag nie, as beweegmiddel om 'n kredietooreenkoms aan te gaan, regstreeks of onregstreeks aan 'n voornemende kredietopnemer 'n voordeel aanbied, gee of beloop nie tensy dié voordeel in die gewone loop van sake 'n beding in die kredietooreenkoms sal uitmaak. 5

8. (1) Indien te eniger tyd gedurende die bestaan van 'n kredietooreenkoms die kredietopnemer of enige ander persoon wat in besit is of was van enige goedere waarop die kredietooreenkoms betrekking het of weet waar daardie goedere is, skriftelik deur of ten behoeve van die kredietgewer of mondelings of skriftelik deur enige adjunk-balju of bode van die hof versoek word, moet hy ooreenkomstig die bepalings van subartikel (2) die persoon wat die versoek rig, in kennis stel— 10

- (a) van sy woon- en sake-adresse; 15
- (b) van die perseel waar daardie goedere gewoonlik gehou word, en van die naam en adres van die verhuurder, as daar een is, van daardie perseel;
- (c) indien daardie goedere nie meer in sy besit is nie, van die naam en adres van die persoon in wie se besit dit is of aan wie dit oorhandig is, en van die plek waar dit gehou word. 20

(2) 'n Kennisgewing ingevolge subartikel (1) word—

- (a) in die geval van 'n versoek deur of namens die kredietgewer, per geregistreerde pos gestuur aan die persoon wat daardie versoek gerig het of, indien dié persoon daarmee instem, gegee deur mondelinge inligting aan hom te verstrek binne sewe dae vanaf die ontvangs van daardie versoek; 25
- (b) in die geval van 'n versoek gerig deur 'n adjunk-balju of geregsbode, gegee deur onverwyld mondelinge inligting aan hom te verstrek. 30

(3) Indien te eniger tyd gedurende die bestaan van 'n kredietooreenkoms—

- (a) die kredietopnemer van woon- of sake-adres verander; 35
- (b) die goedere waarop die kredietooreenkoms betrekking het, of 'n gedeelte daarvan, verwyder word van die plek waar daardie goedere gewoonlik gehou word;
- (c) die kredietopnemer besit van die goedere waarop die kredietooreenkoms betrekking het, of 'n gedeelte daarvan, verloor of afstand daarvan doen, 40

moet die kredietopnemer binne 14 dae die kredietgewer skriftelik per geregistreerde pos in kennis stel—

- (i) in 'n geval beoog in paragraaf (a), van die nuwe adres;
- (ii) in 'n geval beoog in paragraaf (b), van die perseel waarheen die betrokke goedere, of gedeelte daarvan, verwyder is, en van die naam en adres van die verhuurder, as daar een is, van daardie perseel; 45
- (iii) in 'n geval beoog in paragraaf (c), van die naam en adres van die persoon in wie se besit die betrokke goedere, of gedeelte daarvan, is of aan wie dit oorhandig is, en van die plek waar daardie goedere gehou word. 50

9. (1) Enige bedrag van meer as 25% van 'n periodieke bedrag wat ingevolge 'n dienskontrak of tot onderhoud van iemand betaalbaar is, is nie aan 'n sessie of verhipotekering ter versekering van enige betaling ingevolge een of meer as een kredietooreenkoms onderworpe nie, en enige sodanige sessie of verhipotekering is nietig in die mate waarin dit bedoelde 25% te bowe gaan. 55

(2) Iemand wat op 'n periodieke betaling bedoel in subartikel (1) geregtig is en wat, ter versekering van 'n betaling ingevolge 'n kredietooreenkoms, aan iemand anders magtiging verleen het om daardie betaling of 'n gedeelte daarvan te ontvang of in te vorder, kan daardie magtiging te eniger tyd intrek. 60

10. Geen kredietgewer mag enige vooruitgedateerde verhandelbare stuk as aanvanklike betaling of aanvanklike huurgeld ingevolge 'n kredietooreenkoms aanvaar nie. 65

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

7. Any prospective credit grantor or his manager, agent or employee shall not, as an inducement to enter into any credit agreement, directly or indirectly offer, give or promise any benefit to any prospective credit receiver unless such benefit, in the ordinary course of events, will constitute a condition of the credit agreement.

Inducement to enter into credit agreements.

8. (1) If at any time during the currency of any credit agreement the credit receiver or any other person who is or was in possession of any goods to which the credit agreement relates or who knows where such goods are, is requested in writing by or on behalf of the credit grantor or verbally or in writing by any deputy sheriff or messenger of the court, he shall, in accordance with the provisions of subsection (2), notify the person making the request—

Obligation of credit receiver to furnish certain information.

- (a) of his residential and business addresses;
- 15 (b) of the premises where such goods are normally kept, and of the name and address of the landlord, if any, of those premises;
- (c) if those goods are no longer in his possession, of the name and address of the person in whose possession they are or to whom they were handed over, and of the place where they are kept.

(2) Any notice in terms of subsection (1) shall—

- (a) in the event of a request by or on behalf of the credit grantor, be sent by registered mail to the person who made the request or, if that person agrees thereto, be given by furnishing verbal information to him, within seven days of the receipt of such request;
- 25 (b) in the event of a request made by any deputy sheriff or messenger of the court, be given forthwith by furnishing verbal information to him.

(3) If at any time during the currency of any credit agreement—

- (a) the credit receiver changes his residential or business address;
- (b) the goods to which the credit agreement relates, or any part thereof, are removed from the place where the goods are ordinarily kept;
- 35 (c) the credit receiver loses or parts with the possession of the goods to which the credit agreement relates, or any part thereof,

40 the credit receiver shall within 14 days notify by registered post the credit grantor—

- (i) in a case contemplated in paragraph (a), of the new address;
- (ii) in a case contemplated in paragraph (b), of the premises to which the goods in question, or part thereof, were removed, and of the name and address of the landlord, if any, of such premises;
- 45 (iii) in a case contemplated in paragraph (c), of the name and address of the person in whose possession the goods in question are or to whom they were handed over, and of the place where they are kept.

9. (1) Any amount exceeding 25% of a periodical amount payable in terms of a service contract or towards the maintenance of any person, shall not be subject to any cession or hypothecation to secure any payment in terms of one or more than one credit agreement, and any such cession or hypothecation shall be invalid to the extent to which it exceeds the said 25%.

Limitation of cession by credit receiver of certain periodical amounts.

(2) Any person entitled to any periodical amount referred to in subsection (1) who, to secure any payment in terms of any credit agreement, has granted to any other person authority to receive or to collect such payment or any portion thereof, may at any time revoke such authority.

10. No credit grantor shall accept any post-dated negotiable instrument as an initial payment or initial rental in terms of a credit agreement.

Negotiable instruments.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

Beperking van reg van kredietgewer tot afdwinging van sekere bepalinge van kredietooreenkoms.

11. Geen kredietgewer is geregtig om, weens die feit dat die kredietopnemer in gebreke gebly het om 'n verpligting ingevolge 'n kredietooreenkoms na te kom, teruggawe te eis nie van die goedere waarop daardie kredietooreenkoms betrekking het tensy die kredietgewer per brief, aan die kredietopnemer oorhandig en 5 waarvoor 'n erkenning van ontvangs verkry is of per vooruitbetaalde geregistreerde pos aan die kredietopnemer versend is by sy adres wat ingevolge artikel 5 (1) (b) in daardie kredietooreenkoms vermeld is of die adres wat ooreenkomstig artikel 5 (4) verander is, die kredietopnemer in kennis gestel het dat hy aldus in gebreke 10 gebly het en van hom vereis het om die betrokke verpligting na te kom binne 'n tydperk in die brief vermeld, maar minstens 30 dae na die datum van sodanige oorhandiging of sodanige versending, en die kredietopnemer in gebreke gebly het om aan sodanige vereiste te voldoen: Met dien verstande dat indien die kredietopnemer 15 by twee of meer geleenthede in gebreke gebly het om verpligtings ingevolge 'n kredietooreenkoms na te kom en die kredietgewer kennis gegee het soos voormeld, bedoelde tydperk tot 14 dae verminder word.

Reg van kredietopnemer op herstel na teruggawe van goedere aan kredietgewer.

12. (1) Indien die kredietgewer goedere waarop 'n kredietooreenkoms betrekking het op 'n ander wyse as deur 'n bevel van die hof in sy besit teruggekry het, is die kredietopnemer, behalwe as hy self die kredietooreenkoms beëindig het, by betaling, binne 'n tydperk van 30 dae nadat die kredietgewer daardie goedere in sy besit teruggekry het, van die bedrae, as daar is, wat dan ingevolge 25 daardie kredietooreenkoms opeisbaar en onbetaald is en van die redelike koste wat die kredietgewer aangegaan het in verband met die terugname van daardie goedere, geregtig op teruggawe van daardie goedere by die besigheidsplek van die kredietgewer of, indien die kredietopnemer dit versoek het of die kredietgewer nie 30 'n besigheidsplek het nie, by die perseel waarop daardie goedere gehou word, en om in sy regte en verpligtinge ingevolge daardie kredietooreenkoms herstel te word.

(2) Geen kredietgewer mag in gebreke bly om die betrokke goedere ooreenkomstig subartikel (1) aan die kredietopnemer 35 terug te gee nie.

(3) Geen kredietgewer mag van 'n kredietopnemer vereis of hom oorreed om 'n dokument te onderteken ingevolge waarvan die kredietopnemer 'n kredietooreenkoms beëindig en instem om die goedere waarop daardie kredietooreenkoms betrekking het 40 voor die verstryking van die termyn van 30 dae bedoel in artikel 11 aan die kredietgewer terug te gee nie.

Beëindiging van kredietooreenkoms deur kredietopnemer.

13. (1) Wanneer 'n kredietooreenkoms ten opsigte waarvan die inisiatief uitgegaan het van 'n kredietgewer of sy bestuurder, agent of werknemer, deur 'n kredietopnemer onderteken word op 'n 45 ander plek as op 'n besigheidsperseel waar die kredietgewer of sy bestuurder, agent of werknemer gewoonlik besigheid doen, kan die kredietopnemer binne vyf dae na die datum van die kredietooreenkoms dit beëindig by skriftelike kennisgewing, aan die kredietgewer oorhandig of per vooruitbetaalde geregistreerde 50 pos aan hom gestuur, en deur teruggawe aan te bied van enige goedere wat ingevolge die kredietooreenkoms aan hom gelewer is.

(2) Die tydperk van vyf dae beoog in subartikel (1) word bereken met uitsluiting van die dag waarop die kredietooreenkoms aangegaan is en van enige Saterdag, Sondag of openbare 55 vakansiedag.

(3) Wanneer enige kredietooreenkoms ooreenkomstig subartikel (1) deur 'n kredietopnemer beëindig word, moet die kredietgewer binne 10 dae vanaf die datum waarop die betrokke kennisgewing van beëindiging aan hom oorhandig of per pos gestuur is, die 60 som van alle betalings wat kragtens die kredietooreenkoms aan hom gedoen is aan die kredietopnemer terugbetaal.

Regte van kredietopnemer by nie-nakoming van kredietooreenkoms.

14. Indien 'n kredietopnemer in gebreke bly om 'n verpligting ingevolge 'n kredietooreenkoms na te kom of indien 'n ander gebeurlikheid plaasvind wat die kredietgewer ingevolge daardie kredietooreenkoms die reg verleen om stappe teen die kredietopnemer te doen, en daardie kredietooreenkoms nie beëindig of ontbind word nie, is die kredietopnemer, behoudens die bepalinge van die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968 (Wet No. 73 van 1968), nie verplig tot enige betaling

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

11. No credit grantor shall, by reason of the failure of the credit receiver to comply with any obligation in terms of any credit agreement, be entitled to claim the return of the goods to which the credit agreement relates unless the credit grantor by letter, 5 handed over to the credit receiver and for which an acknowledgment of receipt has been obtained or posted by prepaid registered mail to the credit receiver at his address stated in the credit agreement in terms of section 5 (1) (b) or the address changed in accordance with section 5 (4), has notified the credit receiver that 10 he so failed and has required him to comply with the obligation in question within such period, being not less than 30 days after the date of such handing over or such posting, as may be stated in the letter, and the credit receiver has failed to comply with such requirement: Provided that should the credit receiver have failed 15 on two or more occasions to comply with obligations in terms of any credit agreement and the credit grantor has given notice as aforesaid, the said period shall be reduced to 14 days.

Limitation of right of credit grantor to enforce certain provisions of credit agreement.

12. (1) If the credit grantor, otherwise than by order of court, has recovered possession of any goods to which any credit 20 agreement relates, the credit receiver, except where he has himself terminated the credit agreement, shall be entitled, against payment within a period of 30 days after the credit grantor recovered possession of such goods of the amounts, if any, which are then claimable and unpaid in terms of the credit agreement and of the 25 reasonable costs incurred by the credit grantor in connection with the return of those goods, to the return of those goods at the place of business of the credit grantor or, if the credit receiver so requests or the credit grantor has no place of business, at the premises on which those goods are kept, and to be reinstated in 30 his rights and obligations in terms of the credit agreement.

Right of credit receiver to re-instatement after return of goods to credit grantor.

(2) No credit grantor shall fail to return the goods in question to the credit receiver in accordance with subsection (1).

(3) No credit grantor shall require or induce any credit receiver to sign any document in terms of which the credit receiver 35 terminates a credit agreement and agrees to return to the credit grantor the goods to which such credit agreement relates before expiry of the period of 30 days referred to in section 11.

13. (1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent 40 or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by 45 prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement.

Termination of credit agreement by credit receiver.

(2) The period of five days contemplated in subsection (1) shall be calculated with the exclusion of the day upon which the credit 50 agreement was entered into and of any Saturday, Sunday or public holiday.

(3) When any credit agreement is terminated by any credit receiver in accordance with subsection (1), the credit grantor shall within 10 days of the date upon which the relevant notice of 55 termination was delivered or sent to him by mail, refund to such credit receiver the amount of all payments made to him in terms of the credit agreement.

14. If a credit receiver fails to comply with any obligation in terms of any credit agreement or if any other contingency occurs 60 which in terms of such credit agreement entitles the credit grantor to take action against the credit receiver, and such credit agreement is not terminated or rescinded, such credit receiver shall, subject to the provisions of the Limitation and Disclosure of Finance Charges Act, 1968 (Act No. 73 of 1968), not be bound to

Rights of credit receiver upon non-compliance with credit agreement.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

of die verrigting van enige ander handeling waardeur die kredietgewer in 'n beter vermoëstoestand geplaas word as dié waarin hy sou verkeer het as die kredietopnemer die betrokke verpligting nagekom het of as daardie gebeurlikheid nie plaasgevind het nie.

5

Regte van deelnemers aan kredietooreenkoms wat afbetalingsverkooptransaksie is, na teruggawe van goedere.

15. Indien goedere waarop 'n kredietooreenkoms wat 'n afbetalingsverkooptransaksie is, betrekking het aan die kredietgewer teruggegee word, en die waarde daarvan by sodanige teruggawe meer is as die bedrag wat steeds ingevolge daardie kredietooreenkoms verskuldig is, soos bereken in ooreenstemming met die bepalings van die Wet op die Beperking en Bekendmaking van Finansieringskoste, 1968 (Wet No. 73 van 1968), moet die kredietgewer die verskil aan die kredietopnemer oorbetaal.

Waardering van goedere.

16. (1) Indien 'n kredietooreenkoms wat 'n afbetalingsverkooptransaksie is, beëindig of ontbind word en die betrokke goedere aan die kredietgewer teruggegee word, is die waarde van daardie goedere vir die doeleindes van hierdie Wet die waarde soos op die datum waarop daardie goedere aldus aan hom teruggegee word, wat deur 'n bevoegde en onbevooroordeelde persoon wat deur die kredietgewer aangewys word, daarop geplaas word: Met dien verstande dat—

(a) indien daardie goedere daarna teen 'n hoër bedrag as die waarde wat aldus daarop geplaas is, verkoop of verhuur word, daardie hoër bedrag as die waarde van daardie goedere vir die doeleindes van hierdie Wet geag word;

(b) die kredietgewer, met inagneming van enige redelike koste, 'n bedrag wat gelyk is aan die verskil tussen die waarde wat soos voormeld daarop geplaas is en bedoelde hoër bedrag—

30

(i) aan die kredietopnemer ingevolge die beëindigde of ontbinde kredietooreenkoms moet betaal; of

(ii) waar van toepassing, in verrekening moet bring teen enige bedrag wat nog deur die kredietopnemer ingevolge die beëindigde of ontbinde kredietooreenkoms verskuldig is.

(2) Die bepalings van subartikel (1) doen nie afbreuk aan die bevoegdheid van 'n hof nie om die waarde van goedere te bepaal indien die betrokke kredietgewer in gebreke bly om dit ooreenkomstig daardie bepalings te laat doen.

40

Bevoegdheid van hof.

17. (1) In enige geding wat deur die kredietgewer ingestel is vir die teruggawe van goedere waarop 'n kredietooreenkoms wat 'n afbetalingsverkooptransaksie is, betrekking het, kan die hof sonder om afbreuk te doen aan enige ander bevoegdheid, 'n bevel gee waarby gelas word dat daardie goedere, of 'n gedeelte daarvan, aan die kredietgewer teruggegee word op voorwaarde dat—

(a) die bedrag wat dan nog deur die kredietopnemer ingevolge daardie kredietooreenkoms verskuldig is, verminder word met 'n bedrag wat gelyk is aan die waarde van die goedere wat aldus aan die kredietgewer teruggegee moet word; of

(b) indien sodanige waarde meer is as die bedrag wat dan nog aldus verskuldig is, die kredietgewer 'n bedrag gelyk aan die verskil tussen sodanige waarde en die bedrag wat dan nog aldus verskuldig is aan die kredietopnemer moet oorbetaal.

(2) Die hof is, benewens enige ander bevoegdheid, bevoeg om, na die instelling van 'n geding bedoel in subartikel (1) en tydens afwagting van die beëindiging daarvan, op aansoek van die kredietgewer die bevel te gee wat die hof billik ag om die betrokke goedere te laat waardeur of teen skade of waardevermindering te beskerm, met inbegrip van bevel wat die gebruik van daardie goedere beperk of verbied of betreffende die bewaring daarvan.

65

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

make any payment or to the performance of any other act whereby the credit grantor would be placed in a better financial position than that in which he would have been if the credit receiver had carried out the obligation in question or if such contingency had not occurred.

15. If the goods to which a credit agreement which is an instalment sale transaction relates, are returned to the credit grantor, and the value thereof at such return exceeds the amount still owing in terms of that credit agreement, as calculated in accordance with the provisions of the Limitation and Disclosure of Finance Charges Act, 1968 (Act No. 73 of 1968), the credit grantor shall pay the difference to the credit receiver.

Rights of parties to credit agreement which is instalment sale transaction, after return of goods.

16. (1) If a credit agreement which is an instalment sale transaction is terminated or rescinded, and the goods in question are returned to the credit grantor, the value of those goods for the purposes of this Act shall be the value as at the date on which those goods are returned to the credit grantor, placed thereon by a competent and unbiased person designated by the credit grantor: Provided that—

Valuation of goods.

(a) if those goods are thereafter sold or leased at an amount exceeding the amount so placed thereon, the amount so exceeding shall be deemed to be the value of those goods for the purposes of this Act;

(b) the credit grantor, with due regard to any reasonable costs—

(i) shall pay to the credit receiver in terms of the terminated or rescinded agreement; or

(ii) when applicable, shall set off against any amount still owing by the credit receiver in terms of the terminated or rescinded agreement,

an amount equal to the difference between the value placed thereon as aforesaid and the amount exceeding as aforesaid.

(2) The provisions of subsection (1) shall not derogate from the power of a court to determine the value of goods if the credit grantor concerned fails to cause it to be done in accordance with those provisions.

17. (1) In any proceedings instituted by a credit grantor for the return of goods to which a credit agreement which is an instalment sale transaction relates, the court may, without derogating from any other power, make an order providing for the return of such goods, or any part thereof, to the credit grantor on condition that—

Power of court.

(a) the amount then still owing by the credit receiver in terms of that credit agreement be reduced by an amount equal to the value of the goods to be so returned to the credit grantor; or

(b) if such value exceeds the amount then still owing as aforesaid, the credit grantor shall pay to the credit receiver an amount equal to the difference between such value and the amount then still owing as aforesaid.

(2) The court shall, in addition to any other power, have the power, after the institution of any proceedings referred to in subsection (1) and pending the termination thereof, upon application of the credit grantor, to make such orders as the court may deem just in order to have the goods in question valued or protected from damage or depreciation, including orders restricting or prohibiting the use of such goods or as to the custody thereof.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

Outomatiese interdik teen verwydering of gebruik van goedere.

18. (1) Wanneer 'n dagvaarding deur 'n kredietgewer uitgereik word in 'n geding wat in verband staan met of voortspruit uit 'n kredietooreenkoms, kan hy in daardie dagvaarding 'n kennisgewing opneem waarby elkeen verbied word om die betrokke goedere te gebruik of te verwyder van die plek waar dit is 5
wanneer die dagvaarding bestel word, of om toe te laat dat dit gebruik of van dié plek verwyder word deur iemand anders as die eiser of 'n adjunk-balju of geregsbode.

(2) 'n Kennisgewing bedoel in subartikel (1) het die uitwerking van 'n interdik wat iemand wat kennis daarvan het, belet om 10
die betrokke goedere te gebruik of te verwyder of toe te laat dat dit gebruik of verwyder word.

(3) Iemand wat deur 'n kennisgewing bedoel in subartikel (1) geraak word, kan by die hof aansoek doen dat dit tersyde gestel 15
word.

(4) Niemand mag 'n kennisgewing bedoel in subartikel (1) verontagsaam of in gebreke bly om daaraan te voldoen nie.

Bevele tot gevangesetting weens minagting van hof en besoldiging- en skuldbeslagbevele.

19. 'n Hof gee nie—

(a) 'n bevel tot gevangesetting weens minagting van die hof 20
nie;

(b) 'n besoldigingbeslagbevel nie;

(c) 'n skuldbeslagbevel nie;

(d) 'n bevel bedoel in artikel 65A (1) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), of in reël 45 (12) (j) van die Eenvormige Hofreëls wat kragtens 25
artikel 43 (2) (a) van die Wet op die Hooggeregshof, 1959 (Wet No. 59 van 1959), uitgevaardig is nie,

met die doel om die nakoming af te dwing van 'n vonnis of hofbevel vir betaling deur 'n kredietopnemer van enige bedrag wat betaalbaar is ingevolge, of as gevolg van die beëindiging of 30
ontbinding van, of as skadevergoeding vir 'n breuk van, 'n kredietooreenkoms wat 'n afbetalingsverkooptransaksie is, of kragtens enige novasie van 'n vordering vir daardie bedrag, tensy die betrokke kredietgewer die hof oortuig het dat—

(i) die betrokke goedere nie deur hom teruggeëis kan word 35
nie omdat daardie goedere sonder sy toedoen vernietig is of verlore geraak het;

(ii) die kredietopnemer nie meer in besit van daardie goedere is nie en die kredietgewer dit nie in die Republiek kan opspoor nie; of 40

(iii) daar kragtens die Doeane- en Aksynswet, 1964 (Wet No. 91 van 1964), beslag op daardie goedere gelê is en dat dit onwaarskynlik is dat die kredietgewer besit daarvan sal kan verkry.

Beperking op aangaan van kredietooreenkoms.

20. Wanneer daar aan iemand wie se bruto maandelikse 45
inkomste minder is as R250 'n administrasiebevel bedoel in artikel 74 (1) van die Wet op Landdroshowe, 1944, verleen is, mag geen kredietgewer of sy bestuurder, agent of werknemer, solank daardie administrasiebevel van krag is, sonder die skriftelike toestemming van die betrokke administrateur enige kredietooreen- 50
koms met so iemand aangaan nie indien die prys wat ingevolge daardie kredietooreenkoms betaalbaar is, meer as R100 is.

Jurisdiksie.

21. By die toepassing van hierdie Wet betreffende siviele gedinge is artikel 28 (1) (d) van die Wet op Landdroshowe, 1944, nie van toepassing nie tensy die betrokke kredietopnemer op die 55
tersaaklike tyd nie meer in die Republiek woonagtig is nie.

Afstand van regte deur kredietopnemer.

22. Die afstanddoening deur 'n kredietopnemer van enige reg kragtens hierdie Wet is nietig.

Misdrywe en strawwe.

23. Iemand wat 'n bepaling van hierdie Wet oortree of versuim om daaraan te voldoen, is aan 'n misdryf skuldig en by 60
skuldigbevinding strafbaar met 'n boete van hoogstens R5 000 of met gevangenisstraf vir 'n tydperk van hoogstens twee jaar of met sowel daardie boete as daardie gevangenisstraf.

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

18. (1) When summons is issued by any credit grantor in any proceedings in connection with or arising from any credit agreement, he may include in such summons a notice whereby any person is prohibited from using the goods in question or removing them from the place where they are when the summons is served or allowing them to be used or removed from such place by any person other than the plaintiff or a deputy sheriff or a messenger of the court.

Automatic interdict against removal or use of goods.

(2) A notice referred to in subsection (1) shall have the effect of an interdict restraining any person having knowledge thereof, from using or removing any such goods or allowing them to be used or removed.

(3) Any person affected by a notice referred to in subsection (1) may apply to the court to have it set aside.

(4) No person shall ignore or fail to comply with any notice referred to in subsection (1).

19. No court shall make—

- (a) an order for committal for contempt of court;
- (b) an emoluments attachment order;
- 20 (c) a garnishee order;
- (d) an order referred to in section 65A (1) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), or in rule 45 (12) (j) of the Uniform Rules of Court published under section 43 (2) (a) of the Supreme Court Act, 1959 (Act No. 59 of 1959),

Orders as to committal for contempt of court and emolument attachment and garnishee orders.

25 for the purpose of enforcing compliance with any judgement or order of court for payment by any credit receiver of any amount payable in terms of, or as a result of the termination or rescission of, or as damages for the breach of, a credit agreement which is an instalment sale transaction, or in terms of any novation of any claim for such amount unless the credit grantor concerned has satisfied the court that—

- (i) the goods in question cannot be recovered by him by reason of the fact that without any fault on his part those goods have been destroyed or become lost;
- 35 (ii) the credit receiver is no longer in possession of those goods and the credit grantor cannot locate the whereabouts thereof in the Republic;
- 40 (iii) those goods have been seized under the Customs and Excise Act, 1964 (Act No. 91 of 1964), and that it is unlikely that the credit grantor will obtain possession thereof.

20. When any administration order referred to in section 74 (1) of the Magistrates' Courts Act, 1944, has been granted to any person whose gross monthly income is less than R250, no credit grantor or his manager, agent or employee shall, as long as such administration order remains in force, without the consent in writing of the administrator concerned enter into any credit agreement with such person if the price payable in terms of that credit agreement exceeds R100.

Limitation on entry into credit agreements.

21. For the purposes of this Act in relation to civil proceedings, section 28 (1) (d) of the Magistrates' Courts Act, 1944, shall not apply unless the credit receiver concerned at the relevant time does no longer reside in the Republic.

Jurisdiction.

22. The waiver by any credit receiver of any right under this Act, shall be invalid.

Waiver of rights by credit receiver.

23. Any person who contravenes or fails to comply with any provision of this Act, shall be guilty of an offence and liable upon conviction to a fine not exceeding R5 000 or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

Offences and penalties.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

Handeling of versuim deur bestuurders, agente of werknemers.

24. (1) Wanneer 'n bestuurder, agent of werknemer van 'n kredietgewer 'n handeling verrig of versuim om dit te verrig en dit 'n misdryf kragtens hierdie Wet sou wees indien die kredietgewer dit verrig of versuim om dit te verrig, dan, tensy bewys word dat—

- (a) by die verrigting van daardie handeling of die versuim om dit te verrig, daardie bestuurder, agent of werknemer sonder die oogluikende toelating of die toestemming van die kredietgewer gehandel het;
- (b) die kredietgewer alle redelike stappe gedoen het om so 'n handeling of die versuim om so 'n handeling te verrig, te voorkom; en
- (c) die ten laste gelegde handeling of versuim, hetsy wettig of onwettig, nie binne die bestek van die bevoegdheid of in die loop van die diens van daardie bestuurder, agent of werknemer geval het nie,

word vermoed dat die kredietgewer self daardie handeling verrig het of versuim het om dit te verrig, en kan hy ten opsigte daarvan skuldig bevind en gevonniss word, en die feit dat hy bevele uitgereik het om so 'n handeling of versuim te verbied, word nie op sigself as genoegsame bewys aanvaar dat hy alle redelike stappe gedoen het om so 'n handeling of versuim te voorkom nie.

(2) Wanneer 'n bestuurder, agent of werknemer van 'n kredietgewer 'n handeling verrig of versuim om dit te verrig en dit 'n misdryf kragtens hierdie Wet sou wees indien die kredietgewer dit verrig of versuim om dit te verrig, kan daardie bestuurder, agent of werknemer ten opsigte daarvan skuldig bevind en gevonniss word asof hy die kredietgewer was.

Getuienis.

25. (1) Enige dokument wat voorgee 'n beëdigde verklaring te wees wat uitgereik is deur 'n inspekteur bedoel in artikel 26 en waarin die kontantprys aangegee word waarteen 'n bepaalde persoon op 'n bepaalde datum of gedurende 'n bepaalde tydperk—

- (a) bepaalde goedere verkoop of verhuur het of sou verkoop of verhuur het; of
- (b) 'n bepaalde diens gelewer het of sou gelewer het,

is by blote voorlegging deur enige persoon in 'n geding wat met 'n kredietoorenkoms in verband staan of daaruit voortspruit, *prima facie*-bewys van die werklike kontantprys van daardie goedere of diens.

(2) 'n Bewering in 'n klagstaat of 'n akte van beskuldiging by 'n vervolging weens 'n misdryf ingevolge hierdie Wet dat—

- (a) iemand tot 'n bepaalde kategorie persone behoort;
- (b) goedere waarop 'n kredietoorenkoms betrekking het, tot 'n bepaalde klas of groep goedere behoort;
- (c) 'n diens waarop 'n kredietoorenkoms betrekking het, tot 'n bepaalde klas of groep dienste behoort;
- (d) 'n kredietoorenkoms tot 'n bepaalde of vermelde soort behoort;
- (e) die bepalinge van hierdie Wet op die betrokke goedere of diens van toepassing is,

is voldoende bewys van die feite daarin vervat tensy die teendeel bewys word.

Bevoegdhede van inspekteurs.

26. (1) 'n Inspekteur aan wie die Sekretaris van Handel en Verbruikersake of 'n beampte wat deur hom gemagtig is, skriftelik inspeksiebevoegdhede verleen het, kan ondersoek instel om die inligting wat daardie Sekretaris of beampte verlang, in te win of om vas te stel of die bepalinge van hierdie Wet nagekom is of word, en kan vir daardie doel—

- (a) te alle redelike tye enige plek betree of binnegaan ten opsigte waarvan hy rede het om te glo dat—
 - (i) daarop of daarin goedere, boeke of ander stukke is;
 - (ii) dit in verband staan met enige goedere, diens, boeke of ander stukke,
 waarop die bepalinge van hierdie Wet van toepassing is;
- (b) iemand wat goedere in sy besit of onder sy beheer het of gehad het, of wat 'n diens lewer of gelewer het waarop 'n kredietoorenkoms betrekking het of kan hê, of die bestuurder, agent of werknemer van so iemand gelas—

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

24. (1) Whenever any manager, agent or employee or any credit grantor does or omits to do any act which it would be an offence under this Act for the credit grantor to do or omit to do, unless it is proved that—

Act or omission
by managers,
agents or
employees.

- 5 (a) in doing or omitting to do that act, such manager, agent or employee was acting without the connivance or the permission of the credit grantor;
- (b) all reasonable steps were taken by the credit grantor to prevent any such act or the omission to do any such act;
- 10 and
- (c) the act or omission charged, whether lawful or unlawful, was not within the scope of the authority or in the course of the employment of such manager, agent or employee,
- 15 the credit grantor shall be presumed himself to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof, and the fact that he issued instructions forbidding any such act or omission shall not of itself be sufficient proof that he took all reasonable steps to prevent such
- 20 act or omission.

(2) Whenever any manager, agent or employee of any credit grantor does or omits to do any act which it would be an offence under this Act for the credit grantor to do or omit to do, such manager, agent or employee shall be liable to be convicted and

25 sentenced in respect thereof as if he were the credit grantor.

25. (1) Any document purporting to be an affidavit issued by an inspector referred to in section 26 and stating the cash price at which any particular person on any particular date or during any particular period—

Evidence.

- 30 (a) sold or leased or would have sold or leased any particular goods; or
- (b) rendered or would have rendered any particular service, shall upon mere production by any person in any proceedings resulting from or arising out of any credit agreement, be *prima*
- 35 *facie* proof of the actual cash price of such goods or service.

(2) An allegation in a charge sheet or an indictment in any prosecution for an offence under this Act that—

- (a) any person belongs to a particular category of persons;
- 40 (b) goods to which any credit agreement relates, belong to any particular class or group of goods;
- (c) any service to which any credit agreement relates, belongs to any particular class or group of services;
- (d) any credit agreement belongs to any particular or specified kind;
- 45 (e) the provisions of this Act apply to the goods or service in question,
- shall be sufficient proof of the facts therein alleged unless the contrary is proved.

26. (1) Any inspector furnished with inspection authority in writing by the Secretary for Commerce and Consumer Affairs or by an official authorized by him, may conduct an investigation to gather such information as such Secretary or official may require or to determine whether the provisions of this Act are being or have been complied with, and may for that purpose—

Powers of
inspectors.

- 55 (a) at all reasonable times enter any place in respect of which he has reason to believe that—
- (i) there are on or in it any goods, books or other documents;
- (ii) it is connected with any goods, service, books or other documents,
- 60 to which the provisions of this Act are applicable;
- (b) order any person who has or had goods in his possession or under his control, or who renders or has rendered any service to which any credit agreement relates or may relate, or the manager, agent or employee of such
- 65 person—

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

- (i) om aan hom enige boek, aantekening of ander stuk in die besit of onder die beheer van so iemand, bestuurder, agent of werknemer te toon;
 - (ii) om aan hom, op die plek en wyse wat hy aandui, die inligting te verstrek wat hy ten opsigte van sodanige boek, aantekening of ander stuk verlang;
 - (c) enige sodanige boek, aantekening of ander stuk inspekteer of uittreksels daaruit of afskrifte daarvan maak;
 - (d) enige sodanige boek, aantekening of ander stuk waarop 'n vervolging ingevolge hierdie Wet betrekking het, in beslag neem en in bewaring hou: Met dien verstande dat die persoon uit wie se besit of bewaring boeke of ander stukke geneem is, op sy versoek toegelaat word om, solank daardie boeke of ander stukke in die besit of bewaring van die betrokke inspekteur is, op eie koste, onder toesig van daardie inspekteur op enige redelike tydstop afskrifte van of uittreksels uit sodanige boeke of ander stukke te maak.
- (2) Niemand mag—
- (a) in gebreke bly om op aanvraag enigiets in sy besit of onder sy beheer of op sy perseel wat betrekking kan hê op 'n inspeksie, tot die beskikking van 'n inspekteur bedoel in subartikel (1) te stel nie;
 - (b) in gebreke bly om te voldoen aan 'n bevel wat kragtens subartikel (1) (b) gegee is nie;
 - (c) 'n inspekteur bedoel in subartikel (1) by die uitoefening van sy bevoegdhede kragtens hierdie artikel hinder of dwarsboom nie;
 - (d) valslik voorgee dat hy 'n inspekteur bedoel in subartikel (1) is nie.
- (3) 'n Inspekteur bedoel in subartikel (1) moet 'n kwitansie gee aan die eienaar of persoon in beheer van enigiets wat kragtens hierdie artikel in beslag geneem en in bewaring gehou is.
- (4) 'n Inspekteur bedoel in subartikel (1) wat kragtens hierdie artikel 'n bevoegdheid uitoefen, 'n plig nakom of 'n werksaamheid verrig, is onderworpe aan die opdragte en beheer van die Sekretaris van Handel en Verbruikersake of 'n beampte wat deur hom gemagtig is.
- (5) 'n Inspekteur bedoel in subartikel (1) wat 'n bevoegdheid ingevolge hierdie artikel uitoefen, moet op versoek van iemand wat deur die uitoefening van daardie bevoegdheid geraak word, die skriftelike inspeksiebevoegdhede toon wat ooreenkomstig subartikel (1) aan hom verleen is.
- (6) 'n Inspekteur bedoel in subartikel (1) oefen nie sy bevoegdhede kragtens hierdie artikel ten opsigte van 'n bankinstelling wat geregistreer is kragtens die Bankwet, 1965 (Wet No. 23 van 1965), of 'n ander finansiële instelling uit nie tensy hy vooraf die skriftelike toestemming van die Minister van Finansies verkry het.

Terugbetaling
deur kredietgewer
van sekere
gelde.

27. Enige terugbetaling deur 'n kredietgewer kragtens hierdie Wet moet gedoen word binne 21 dae nadat hy skriftelik deur die kredietopnemer daarom versoek is.

Geheimhouding.

28. Niemand mag ten opsigte van 'n besigheidsonderneming inligting wat hy by die uitvoering van sy pligte of werksaamhede ingevolge hierdie Wet te wete gekom het, bekend maak nie behalwe—

- (a) met die doel om sy pligte of werksaamhede ingevolge hierdie Wet uit te voer; of
- (b) wanneer dit ten opsigte van 'n strafgeding op bevel van 'n bevoegde hof of ingevolge 'n wetsbepaling vereis word.

Herroeping van
Wette.

29. Die Wette in die Bylae vermeld, word hierby herroep.

Kort titel en
inwerkingtreding.

30. (1) Hierdie Wet heet die Wet op Kredietooreenkomste, 1980, en tree in werking op 'n datum wat die Staatspresident by proklamasie in die *Staatskoerant* bepaal.

(2) Verskillende datums kan kragtens subartikel (1) ten opsigte van verskillende bepalings van hierdie Wet bepaal word.

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

- (i) to produce to him any book, record or other document in the possession or under the control of such person or his manager, agent or employee;
- 5 (ii) to furnish him at such place and in such manner as he may specify, with such information in respect of such book, record or other document as he may desire;
- (c) examine or make extracts from or copies of any such book, record or other document;
- 10 (d) seize and retain any such book, record or other document to which any prosecution under this Act may relate: Provided that the person from whose possession or custody books or other documents were taken, shall, as long as such books or other documents are in the possession or custody of the inspector concerned, at his request be allowed, at his own expense and under the supervision of such inspector, to make copies of or take extracts from such books or other documents at any reasonable time.
- 15 (2) No person shall—
- (a) fail on demand to put at the disposal of any inspector referred to in subsection (1), anything in his possession or under his control or on his premises which may relate to any inspection;
- 25 (b) fail to comply with any order given under subsection (1) (b);
- (c) hinder or obstruct any inspector referred to in subsection (1) in the exercise of his powers under this section;
- (d) falsely hold himself out to be an inspector referred to in subsection (1).
- 30 (3) Any inspector referred to in subsection (1) shall issue a receipt to the owner or person in control of anything seized and retained under this section.
- (4) Any inspector referred to in subsection (1) who exercises
- 35 any power or performs any duty or function under this section, shall be subject to the orders and control of the Secretary for Commerce and Consumer Affairs or an official authorized by him.
- (5) Any inspector referred to in subsection (1) who exercises any power in terms of this section shall, at the request of any
- 40 person affected by the exercise of such power, produce the inspection authority in writing furnished to him in accordance with subsection (1).
- (6) Any inspector referred to in subsection (1) shall not exercise his powers under this section in respect of a banking institution
- 45 registered under the Banks Act, 1965 (Act No. 23 of 1965), or any other financial institution unless he beforehand obtained the permission in writing of the Minister of Finance.
27. Any repayment by any credit grantor in terms of this Act shall be made within 21 days after he has been requested therefor
- 50 in writing by the credit receiver. Repayment of certain money by credit grantor.
28. No person shall in respect of any business undertaking disclose any information which came to his knowledge in the performance of his duties or functions under this Act, except—
- 55 (a) for the purpose of performing his duties or functions in terms of this Act; or
- (b) when required in respect of criminal proceedings by order of any competent court or in terms of any law. Secrecy.
29. The laws specified in the Schedule are hereby repealed. Repeal of laws.
30. (1) This Act shall be called the Credit Agreements Act, 1980, and shall come into operation on a date fixed by the State President by proclamation in the *Gazette*. Short title and commencement.
- (2) Different dates may in terms of subsection (1) be fixed in respect of different provisions of this Act.

Wet No. 75, 1980

WET OP KREDIETOOREENKOMSTE, 1980

Bylae

WETTE HERROEP

No. en jaar van Wet	Titel
Wet 36 van 1942	Wet op Huurkoop, 1942
Wet 46 van 1954	Wysigingswet op Huurkoop, 1954
Wet 14 van 1957	Wysigingswet op Huurkoop, 1957
Wet 50 van 1959	Wysigingswet op Huurkoop, 1959
Wet 30 van 1965	Wysigingswet op Huurkoop, 1965
Wet 79 van 1970	Wysigingswet op Huurkoop, 1970
Wet 73 van 1972	Wysigingswet op Huurkoop, 1972

CREDIT AGREEMENTS ACT, 1980

Act No. 75, 1980

Schedule

LAWS REPEALED

Number and year of Act	Title
Act No. 36 of 1942	Hire Purchase Act, 1942
Act No. 46 of 1954	Hire Purchase Amendment Act, 1954
Act No. 14 of 1957	Hire Purchase Amendment Act, 1957
Act No. 50 of 1959	Hire Purchase Amendment Act, 1959
Act No. 30 of 1965	Hire Purchase Amendment Act, 1965
Act No. 79 of 1970	Hire Purchase Amendment Act, 1970
Act No. 73 of 1972	Hire Purchase Amendment Act, 1972