

# STRATCOL AGREEMENT



StratCol Ltd, Reg no: 1983/001494/06  
StratCol Premium Collections (Pty) Ltd, Reg no: 2015/071843/07  
StratCol Premium Collections is an Authorised Financial Services Provider – FSP no: 46105

Master ID:

## Part 1

PLEASE USE BLOCK LETTERS - USE ONLY BLACK PEN - MARK WITH X IN BOXES

### Details of user

Registered Name :

If Proprietor; Name and Surname :

Trading Name :

Reg. No./ID No. :

Indicate type of entity : Proprietor:  Company:  Close Corporation:  Partnership:  Other:

Telephone :

Business Address :

Postal Code :

Postal Address :

Postal Code :

How long at current address?  How long in current business/discipline?

### 2. Director/ Member/ Official/Owner/Partner:

First Name and Surnames :

ID No :  Position :

### 3. Company Resolutions:

To be completed if the USER is a company or other legal entity (not individuals or partnerships)  
EXTRACT from the MINUTES of a MEETING of Directors/ Members/ Officials/Owners/Partners held at

(City/Town) on

Resolved:  
That (Name)  with ID no :   
be authorised to represent and to sign this agreement with StratCol Limited.

Date:  For User:

### 4. User's Representative signing this agreement on behalf of User:

I, the above mentioned Director/ Member/ Official, hereby guarantee that all information supplied is factually correct. I have read and understand all clauses of this agreement, specifically Part 3: clause 18

Date:  For User :

Agreement Accepted in Pretoria on behalf of StratCol :

Date:  For StratCol :



**PART 2:****PLEASE USE BLOCK LETTERS - USE ONLY BLACK PEN - MARK WITH X IN BOXES***Payments and Deductions: 1. Credit Bank Account Details (account to which collected funds be transferred to)*Account type : Cheque  Transmission  Savings Name of Account : Name of Bank :  Name of Branch : Branch Code :  Account No: 

References on Users bank statement: STRATCOL / STRATCOL PC / STRATPAY

*2. Debit Order Authorisation -Debit Bank Account Details (FEES AND UNPAID RE-COLLECTION)*Account type : Cheque  Transmission  Savings Name of Account : Name of Bank :  Name of Branch : Branch Code :  Account No: **StratCol's fee debit date:** On the 27th of the month following first invoice and thereafter on the 27th of every month.**Late unpaid/dispute debit date:** As and when StratCol receives notification from the banks. User will be notify as per unpaid/dispute report.**References on Users bank statement:** STRATCOL/ STRATCOL PC/ STRATPAY**Amount to be debited:** Variable*Agreement*

I/we hereby authorise STRATCOL to issue and deliver payment instructions to my/our banker for collection against my/our abovementioned account at my/our abovementioned bank

The individual payment instructions so authorised to be issued, must be issued and delivered according to the abovementioned interval on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement.

The payment instructions so authorised to be issued, must carry a number, which number must be included in the said payment instruction and if provided to me/us should enable me/us to identify the agreement on my/our bank statement. The said number should be added to this form on page 1 under client reference number, before the issuing of any payment instruction and communicated to me/us directly after having been completed by me/us.

I/we agree that the first payment instruction will be issued and delivered as per collection instruction.

If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I/We agree that the payment instruction may be debited against my/our account on the following or previous business day.

*Mandate*

I/we acknowledge that all payment instructions issued by the Stratcol User shall be treated by my/our abovementioned bank as if had been issued by the user.

*Cancellation*

I/we agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/we also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such the instructions amounts were legally owing to the Stratcol User.

*Assignment*

I/we acknowledge that this authority may not be ceded and / or assigned without prior written consent of User, which consent shall not be unreasonably withheld. **I, the above mentioned Director/ Member/ Official, hereby authorise StratCol to collect by debit order from the above mentioned bank account, all amounts due in terms hereof.**

**SIGNATURE(S) AS USED FOR OPERATING ON ABOVE MENTIONED BANK ACCOUNT:**Date : StratCol Signature : User Signature :

*TERMS AND CONDITIONS OF AGREEMENT TO RENDER PAYMENT, COLLECTION and or OTHER SERVICES***1 DEFINITIONS**

- a. STRATCOL and/or STRATCOL GROUP – as the case may be, as referred to in clause 2, STRATCOL LIMITED, registration number 1983/001494/06, or STRATCOL PREMIUM COLLECTIONS (PTY) LTD, registration number 2015/071843/07.
- b. The USER – the person or entity referred to above, who contracts with STRATCOL.

**2 CONTRACTING PARTIES AND AGREEMENT CLOSURE**

- a. Transactions under the jurisdiction of the FSCA are processed by StratCol Premium Collections (Pty) Ltd.
- b. Transactions outside the jurisdiction of the FSCA are processed by StratCol Ltd.
- c. STRATCOL issues one or more USER IDs for each contract, indicating which entity in the STRATCOL GROUP is contracting for those specific collection of funds.
- d. The effective date of contract conclusion is the date on which STRATCOL signs the agreement, and the agreement is effected in Pretoria.
- e. Additional USER IDs issued after the contract conclusion date fall under this agreement and are regulated by the terms and conditions contained herein.
- f. In addition to what is contained herein, all collections are always subject to:
- g. Policies, rules, and directives issued from time to time by STRATCOL' s bankers or any regulatory authority. The USER is responsible for staying informed about these.
- i. Information in any correspondence sent to the USER regarding limits, payment dates, security requirements, time restrictions, other applicable fees (if any), and any other relevant aspects.
- h. The parties agree that StratCol will, on behalf of the USER, recover funds from third parties, alternatively make payments to third parties on behalf of the USER, as well as provide additional services related thereto and as identified between the parties from time to time. All collections or payments will be made through official payment channels as identified in the respective USER IDs.

**3 CONFIDENTIALITY, FICA, AND POPIA LEGISLATION**

- a. The USER acknowledges that STRATCOL is legally obligated to obtain certain information from the USER to enter and continue contractual agreements. The USER undertakes to provide all such information promptly from time to time.
- b. STRATCOL acknowledges that the information received, as well as information related to the USER and its affairs, is obtained on a confidential basis, also subject to POPIA legislation.
- c. STRATCOL will always handle the User's information and data as confidential, and specifically, STRATCOL will take reasonable steps to preserve such information.
- d. The USER acknowledges being aware that under certain circumstances, STRATCOL may be legally obliged to disclose information in terms of a court order, or to STRATCOL' s bankers, or to regulatory authorities.

**4 HIGHEST GOOD FAITH AND SECURITY**

- a. The parties contract in the highest good faith with each other under circumstances where STRATCOL bears the risk concerning, among other things:
  - i. Reputation arising from the financial, public, and/or business conduct of the USER;
  - ii. The creditworthiness of the USER;

StratCol Signature :

User Signature :

- iii. Potential incidental indebtedness that the USER may incur to STRATCOL;
  - iv. The degree of financial discipline applied by the USER in managing limits and ratios of unpaid and disputed items.
- b. The risk that STRATCOL thus incurs may also change in certain instances, including but not limited to:
- i. If the User's circumstances change, including, but not limited to, changes in:
    - Ownership;
    - Creditworthiness;
    - Cash flow;
    - Public, financial, or business conduct.
  - ii. If the USER acts in violation of limits, ratios, or validity requirements.
  - iii. If the USER disputes any debit order collection from STRATCOL or if it remains unpaid after presentation.
  - iv. If the USER fails to provide any mandates upon request.
  - v. If a senior representative of the USER is not immediately reachable within normal working hours.
- c. Instructions provided by the USER must always comply with at least the following requirements:
- i. Collections may only take place under a valid written mandate.
  - ii. No amount that is disputed or reasonably expected to be disputed may be claimed.
  - iii. Cancellation requirements must be strictly adhered to.
  - iv. Limits and required ratios must be strictly followed.
- d. STRATCOL will from time to time agree on the following with the USER:
- i. Collection limits;
  - ii. Payout dates and cycles of amounts collected;
  - iii. Security requirements.
- e. If the User's risk towards STRATCOL changes without express consent from STRATCOL, STRATCOL may implement changes to collection limits, payout dates, and payout amounts without notice and with immediate effect. STRATCOL may specifically withhold funds until such date as STRATCOL could make a new risk assessment and is satisfied that the risk, if it has weakened, has been restored to the level before its increase.
- f. To make risk assessments, STRATCOL may inquire from time to time with credit bureaus and the USER itself regarding products or services sold or delivered, business practices, media references, and trading partners.
- g. Upon termination of the agreement, security in trust will be reimbursed to the USER after a minimum of 45 working days.
- h. All interest received on funds in trust, whether held as security or otherwise, will accrue to STRATCOL.
- i. All funds held by STRATCOL on behalf of the USER will simultaneously serve as security for all obligations that the USER may have towards both entities in the STRATCOL group.

StratCol Signature :

User Signature :

## 5 COLLECTION OF DUE AMOUNTS

- a. STRATCOL will agree with the USER on which day each financial month will end, and an invoice will be issued.
- b. All amounts due are payable on demand and at STRATCOL' s discretion, payable by means of either set-off against collected collections, or by direct debit order from the User's bank account.
- c. The USER hereby grants an irrevocable mandate to STRATCOL to draw any amount due by debit order from any bank account the USER may hold during the time any amounts are owed to STRATCOL.
- d. If amounts due are paid to a third party's bank account under a separate agreement between the USER and that third party, the USER guarantees that the third party also grants STRATCOL irrevocable authorization to draw amounts due by debit order from that third party's account.
- e. A certificate signed by any director of STRATCOL (whose appointment need not be proven) will be sufficient evidence of all amounts owed by the USER to STRATCOL in any provisional or final proceedings that may be instituted against the USER. The burden of proving any errors lies with the USER.

## 6 RISK OF LOSS AND LIABILITY

- a. The risk of loss of data during transmission between the parties rests with the USER.
- b. In the event that any instruction given by the USER to STRATCOL cannot be fully or timely executed due to circumstances beyond STRATCOL' s control, STRATCOL will attempt to deliver the service as soon as possible thereafter but will not incur any liability to the USER.
- c. In any other case where STRATCOL may incur any liability, such liability is limited to direct damages and to the amount of the preceding month's monthly administration fee or one thousand rand, whichever is greater.
- d. The burden is on the USER to check all reports and data transmissions from STRATCOL for receipt and accuracy.
- e. The USER indemnifies STRATCOL against any claim from a third party arising out of the processing of any instruction received from the USER.
- f. In any litigation in which STRATCOL is successful against the USER, the USER shall be liable for costs on a scale as between attorney and client.

## 7 DURATION OF AGREEMENT

- a. The agreement comes into effect on the date of signing on behalf of STRATCOL.
- b. The agreement continues indefinitely until either party gives at least 3 calendar months' written notice to the other to cancel it, alternatively if it is suspended or cancelled under the following circumstances:
  - i. STRATCOL may suspend the agreement and refuse to perform any instructions if the USER is in default of any obligation to STRATCOL, for as long as there is an unacceptable change in the risk that the USER poses to STRATCOL, if a judgment is granted against the USER, or if the USER is sequestered, liquidated, or placed under business management.
  - ii. STRATCOL may summarily cancel the agreement if the USER acts in any way, or fails to act, resulting in a change in the risk that the USER poses to STRATCOL to the extent that it exceeds STRATCOL's then current risk appetite.
- c. The USER shall be responsible for all fees incurred during the duration of the agreement, as well as related to transactions thereafter.

## 8 FEES

- a. The fees owed by the USER to STRATCOL for the services rendered herein will be communicated to the USER in writing from time to time. Unless expressly stated otherwise, this excludes VAT.
- b. STRATCOL may change its fee structure to the USER with a minimum of 30 calendar days' notice.

StratCol Signature :

User Signature :

- c. No fees may be withheld by the USER pending any dispute.
- d. All payments shall first cover fees, then interest, and then capital

## 9 CHOSEN ADDRESS FOR SERVICE OF PROCESSES

The parties choose the following addresses as chosen domicilium citandi et executandi, being an address where that party accepts service of any legal document. Any party may change such address with 14 days' written notice to the other.

- a. STRATCOL – 1211 Cobham avenue, Queenswood, Pretoria.
- b. The USER – The address chosen in the preamble hereof.

## 10 JURISDICTION

- a. The parties consent to the jurisdiction of the Magistrate's Court regarding any legal proceedings, regardless of whether the amount of the claim exceeds the jurisdiction of that court.
- b. This consent does not prejudice any party from approaching another court with jurisdiction.

## 11 CESSION

- a. STRATCOL may only transfer and cede its obligations under this agreement to another if the latter assumes all responsibilities that STRATCOL may have herein.
- b. The USER may not cede any rights and/or obligations to another without STRATCOL's consent.

## 12 WAIVER

- a. Any relaxation or concession made by STRATCOL shall not create new rights or affect existing rights.

## 13 SCOPE OF AGREEMENT

- a. This agreement is the sole agreement between STRATCOL and the USER.
- b. Any amendment to this agreement is only valid if signed by STRATCOL and confirmed in writing to the USER.

## 14 INTERPRETATION

- a. Each clause hereof is severable from the others, and if any clause is found to be unenforceable or invalid, it shall not affect the other clauses.
- b. The parties agree that the general rule of interpretation, where any ambiguity may be presumed against the party who drafted the agreement, shall not apply hereto.

## 15 SIGNATURES

- a. Where the agreement is signed in a representative capacity, the signatory guarantees that they are fully authorized to bind the USER to this and to sign this agreement.

## 16 ELECTRONIC CORRESPONDENCE

- a. The USER agrees to receive all reports, invoices, and correspondence herein in electronic format.

StratCol Signature :

User Signature :

**17 GUARANTEE**

- a. If the USER is not a natural person, or if the USER and the signatory are not the same person, the signatory hereby binds itself as surety and co-principal debtor with the USER for the punctual performance of all obligations to STRATCOL.
- b. The signatory's signature hereto is firstly on behalf of the USER, and secondly as surety and co-principal debtor.
- c. The signatory waives the right to demand that the USER be sued first before steps can be taken against the signatory.

**18 SURETY**

If the USER is a company, close corporation, trust or any association, the person signing this agreement hereby binds him/herself as surety and co-principal debtor with the USER for payment of all amounts due, now or in future. In this regard, such person's signature will be as representative of the USER as well as in personal capacity as surety.

The following is also applicable:

18.1 Future debts include debts arising from other user ids issued to the USER, as well as from user id's issued to any other party for which this USER bound, or binds itself in the future, as surety in favour of STRATCOL.

18.2 Should any other persons already have bound themselves as surety for the USER, or if other persons hereafter bind themselves as surety for the USER, such old and new sureties will all stand surety in favour of STRATCOL, jointly and severally.

18.3 This suretyship can only be cancelled in writing under signature of a director of STRATCOL.

**Revised May 2024**

**1211 Cobham Ave, Queenswood, Pretoria**

**Tel: 0861 787 282 \* E-mail: [marketing@stratcol.co.za](mailto:marketing@stratcol.co.za)**

StratCol Signature :

User Signature :