

Guideline for Credit Providers

Compliance Report

Summary

This document constitutes guidelines issued by the National Credit Regulator in terms of section 16 (1)(b) of the National Credit Act and Regulation 63.

1	Introduction.....	2	This guideline is intended for all credit providers who, in terms of Regulation 63, are required to complete and submit a compliance report to the National Credit Regulator on an annual basis within 6 months after the financial year-end of the credit provider.
2	Purpose of the Compliance Report.....	2	This guideline provides the format and content of the Compliance Report together with instructions regarding the completion and submission thereof. It should be read in conjunction with the National Credit Act, Regulations and the Conditions of Registration imposed on the credit provider upon registration with the National Credit Regulator.
3	Format and Submission of the Compliance Report.....	2	The guideline may be updated from time to time. Credit Providers will be informed of such changes by e-mail, fax or mail, to the address provided by the credit provider as per the NCR records. The updated guidelines will be placed on the NCR website.
4	Compliance Report Sign-Off.....	2	For further information, please contact the responsible registration officer at the Registrations Department of the NCR.
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1. Introduction

In terms of Regulation 63 of the Regulations made in terms of the National Credit Act, 34 of 2005, a credit provider must complete and submit a Compliance Report to the National Credit Regulator on an annual basis within 6 months after the financial year-end of the credit provider.

The National Credit Regulator is required to issue guidelines on the format and content of the Compliance Report.

2. Purpose of the Compliance Report

The purpose of the Compliance Report is for management of the credit provider to confirm whether the credit provider conducts its operations in accordance with the requirements of the National Credit Act, the Regulations and the Conditions of Registration imposed upon the credit provider.

3. Format and Submission of the Compliance Report

The Compliance Report shall take the format of the document annexed hereto. The credit provider shall complete the Compliance Report in full. This must be submitted for the reporting period to the Registrations Department of the National Credit Regulator at the following address:

Physical address	Postal address
127 – 15 th Road, Randjespark	P.O. Box 209
Midrand	Halfway House
1685	1685

4. Compliance Report Sign-Off

The Compliance Report sign-off section must be signed and each page of the Compliance Report must be initialled by the credit provider, or in the case of a legal entity, by the Chief Executive Officer, duly authorised thereto. If these parties are not available to sign the Compliance Report, responsibility may be formally delegated to a senior staff member to sign for and on behalf of the credit provider or Chief Executive Officer.

5. Completion of the Report

The format of the report provides for four possible answers to each question in four separate columns, namely "Yes", "No", "Area for Improvement" and "Not applicable".

Where any of the columns are shaded in grey in respect of a particular question, that option may not be selected by the credit provider as an answer.

The answer "Yes" serves to indicate a positive answer to a question.

The answer "No" serves to indicate a negative answer to a question.

The answer "Area for Improvement" serves to indicate instances where a credit provider's procedures are not adequate or fully effective in ensuring compliance with the Act and / or Regulations and require some development, but have not or are not likely to result in significant instances of non-compliance.

The answer "Not Applicable" is only intended for those credit providers to whom the relevant Section or Regulation of the Act does not apply. If the credit provider selects the option not applicable, the credit provider must provide the reason why the question is not applicable in an annexure and attach the annexure to the Compliance Report. The number of the annexure must be noted in the column "Annexure No." alongside the question.

When answering questions relating to monitoring, the Credit Provider may rely on monitoring conducted by internal and external stakeholders such as management, compliance, internal audit and external auditors.

Please note that a credit provider that records answers that indicate non-compliance or areas for improvement is expected to maintain a compliance management plan that must include management action to address the aforementioned together with timeframes relating thereto. This should be kept updated for progress that is made towards addressing the non-compliance or areas for improvement and should be available for consideration by assurance stakeholders in respect of any assurance engagement that is required in terms of Regulations 67 and 68.

The National Credit Regulator may request credit providers to supply a description of the management action referred to above as required by the National Credit Regulator for the purposes of supervision of the credit provider.

6. Reporting Period

The reporting requirement in terms of Regulation 63 is effective from 1 January 2011. The report must be submitted by the credit provider to the National Credit Regulator within 6 months of the credit provider's financial year-end for the financial year ending after 1 January 2011.

For example:

- Credit providers with a year-end 30 November 2010 will be required to submit their first report for the financial year ending 30 November 2011 and the report will be due by 31 May 2012. This report will cover compliance for the financial year ending 30 November 2011.
- Credit providers with a year-end 30 June 2011 will be required to submit their first report by the 31 December 2011. This report will cover compliance for the financial year ending 30 June 2011.
- Credit providers with a year-end 28 February 2011 will be required to submit their first report by 31 August 2011. This report will cover compliance over the financial year ending 28 February 2011.

7. Definitions

All reference to the Act shall mean the National Credit Act No 34 of 2005.

All references to the Regulations shall mean Regulations No R. 489 made in terms of the National Credit Act.

All references to the Credit Provider shall mean the Credit Provider in respect of whom the report is to be completed.

Compliance Report to the National Credit Regulator (NCR)

In terms of Regulation 63(1)

NCR Postal Address: P.O. Box 209, Halfway House, 1685

NCR Physical Address: 127 – 15th Road, Randjespark, Midrand, 1685

Name of credit provider: _____

Registration number: _____

Reporting period: _____

Type of credit provider:	Bank	Developmental	Life insurance	Micro lender	
	Motor financier	Pawnbroker	Retailer	Other	

Relevant Section / Regulation	Question No.		Yes	No	Area for Improvement	Not Applicable	Annexure No.
Section A: Registration and Conditions of Registration							
s 47	1.1	Is the credit provider a bank, mutual bank or other institution licensed to take deposits? If the answer is No, please answer questions 1.2 to 1.5 below.					
s 47(2)	1.2	Has any natural person who exercises general management or control of the credit provider, whether alone or with others, become disqualified from individual registration as contemplated in section 46(3)?					
s 47(3)	1.3	If the answer to Question 1.2 is Yes - Has the natural person advised the National Credit Regulator thereof in terms of section 47(3)?					
s 47(5)	1.4	Has any natural person who acquired a financial interest in the credit provider, whether alone or with others, become disqualified from individual registration as contemplated in section 46(3)?					
s 47(3)	1.5	If the answer to Question 1.4 is Yes - Has the natural person advised the National Credit Regulator thereof in terms of section 47(3)?					
s 48 & Conditions of registration	1.6	Did the credit provider provide a report to the National Credit Regulator on the anniversary date of its registration detailing its compliance with the relevant industry code or legislation in respect of Broad-based Black Economic Empowerment?					
s 48 & Conditions of registration	1.7	Did the credit provider, on the anniversary date of its registration, submit to the National Credit Regulator copies of scorecards completed or assessments issued by an accredited verification agency as contemplated in the relevant industry code or legislation in respect of Broad-based Black Economic Empowerment?					
s 48	1.8	When applying for registration to the National Credit Regulator, did the credit provider make commitments in respect of combating over-indebtedness in accordance with section 48(1)(b)?					

s 48 & Conditions of registration	1.9	If the answer to question 1.8 is Yes, provide a report detailing progress made by the credit provider in combating over-indebtedness and the intentions of the credit provider for the forthcoming reporting period. Attach the report as an annexure and indicate the annexure number.					
s 48 & Conditions of registration	1.10	Does the credit provider have procedures in place to comply with the conditions of registration imposed by the National Credit Regulator in terms of section 48?					
s 50(2)(b)	1.11	Is the credit provider an accountable institution or a reporting institution in terms of the Financial Intelligence Centre Act No. 38 of 2001 (FICA)? If the answer is Yes, please answer question 1.12 below.					
s 50(2)(b)	1.12	Credit Providers that are accountable institutions in terms of FICA are required to establish and verify the identity of their clients, report suspicious transactions, keep records, report cash transactions in excess of a prescribed limit and train staff on their obligations in terms of FICA. Reporting institutions are required to report suspicious transactions and cash transactions in excess of a prescribed limit. Does the credit provider have procedures in place to comply with the provisions of FICA that are applicable to the credit provider as required in terms of section 50(2)(b)?					
s 51(1)	1.13	Has the credit provider paid its annual registration renewal fee as prescribed in accordance with section 51(1)?					
s 52(5)	1.14	Does the credit provider post its registration certificate (or duplicate registration certificate) in every premises from which it conducts the activities for which it is registered?					
s 52(5)	1.15	Does the credit provider reflect its registered status and registration number, in a legible typeface, on all its credit agreements and communications with a consumer?					
Section B: Consumer Credit Policy							
Consumer rights							
s 60(1)	2.1	Does the credit provider have procedures in place to protect a person's right to apply for credit to the credit provider?					
s 61(1)	2.2	Does the credit provider have procedures in place to ensure that it does not unfairly discriminate against any person as required in terms of section 61(1)?					
s 62(1)	2.3	Does the credit provider have procedures in place to respond to any request by a consumer in terms of section 62(1), including providing the dominant reason for refusing to enter into a credit agreement with a consumer?					
s 62(2)	2.4	Does the credit provider have procedures in place to advise a consumer of the name and contact details of a credit bureau from whom an adverse credit report has been received in terms of section 62(2)?					
s 63(2)	2.5	Has the credit provider submitted a proposal to the National Credit Regulator in respect of the languages in which the credit provider proposes to make documents available to the consumer?					

	2.6	If the answer to question 2.5 is Yes, has the proposal been approved by the National Credit Regulator?						
s 64(1)	2.7	Does the credit provider make documents available in plain and understandable language in terms of section 64(1)?						
s 65(3)	2.8	Does the credit provider charge a fee for the delivery of an original copy of any document required to be delivered in terms of the Act?						
s 66(1)	2.9	Does the credit provider have procedures in place to ensure that it does not discriminate against or penalise a consumer when a consumer exercises, asserts or seeks to uphold any right set out in this Act or in a credit agreement?						
Confidentiality, personal information and consumer credit records								
s 68(1)	3.1	Does the credit provider have procedures in place to protect the confidentiality of a consumer's confidential information?						
s 68(1)	3.2	Does the credit provider have procedures in place to ensure that confidential information is only used for the purposes provided for in the Act?						
s 68(1)	3.3	Does the credit provider have procedures in place to ensure that confidential information is only released or reported to the extent permitted or required in the Act or other legislation?						
s 69(2)	3.4	Does the credit provider have procedures in place to ensure that all the information prescribed in section 69(2), (3) and (4) is reported to the national register or a credit bureau within the prescribed time and in the prescribed manner and form?						
s 72(1)	3.5	Does the credit provider have procedures in place to advise a person of any prescribed adverse information concerning that person which the credit provider intends to report to a credit bureau within the prescribed time, before such information is reported?						
s 72(1)	3.6	With reference to question 3.5, does the credit provider have procedures in place to provide the consumer with a copy of the prescribed adverse information to be reported to the credit bureau?						
Credit marketing practices								
s 74(1)	4.1	Does the credit provider offer any credit agreement on the basis that the agreement will automatically come into existence unless the consumer declines the offer? Note that this is prohibited in terms of section 74(1).						
s 74(2)	4.2	Does the credit provider have procedures in place to ensure that an offer to increase a credit limit under a credit facility on the basis that the limit will automatically be increased unless the consumer declines the offer, will only be made as provided for in terms of section 119(4)?						
s 74(3)	4.3	Does the credit provider have procedures in place to ensure that any amendment or alteration to a credit agreement made on the basis that the alteration or amendment will automatically take effect unless rejected by the consumer, is only made in accordance with the provisions of sections 104, 116(a), 118(3) or 119(4)?						

s 74(6)(a)	4.4	Does the credit provider have procedures in place to ensure that the credit provider, when entering into a credit facility, provides the consumer with the option to decline a pre-approved annual credit limit increase as contemplated in section 74(6)(a)?					
s 74(6)(b)	4.5	Does the credit provider have procedures in place to ensure that the credit provider, when entering into a credit agreement, provides the consumer with the option to be excluded from tele-marketing campaigns, from any marketing or customer lists or any mass distribution of email or sms messages as contemplated in section 74(6)(b)?					
s 74(7)(a) Reg 58	4.6	Does the credit provider maintain a register of all options selected by the consumer in terms of section 74(6) and in accordance with the requirements set out in regulation 58?					
s 74(7)(b)	4.7	Does the credit provider have procedures in place to ensure that it does not act in any manner contrary to the options selected by the consumer in terms of section 74(6)?					
s 74(7)(b)	4.8	Does the credit provider conduct monitoring of compliance with the procedures referred to in question 4.7?					
	4.9	If the answer to question 4.8 is Yes, has the monitoring referred to in question 4.8 above revealed any instances of non-compliance? If Yes, please provide details thereof in an annexure hereto and indicate the annexure number.					
s 76(4)	4.10	Does the credit provider have procedures in place to ensure that an advertisement contemplated in section 76(4) does not advertise a form of credit that is unlawful and is not misleading, fraudulent or deceptive?					
s 76(4)	4.11	Does the credit provider have procedures in place to ensure that an advertisement contemplated in section 76(4) that contains a statement of comparative credit costs: - shows costs for each alternative being compared, - shows rates of interest, - shows all other costs of credit for each alternative, - is set out in accordance with regulation 21(4), and - is accompanied by the prescribed warnings?					
Reg 21(2)	4.12	Does the credit provider have procedures in place to ensure that any advertisement that discloses only the interest rate, or the maximum and minimum interest rate, indicates that an initiation fee and a service fee will be charged if such fees are applicable?					
Reg 21(3)	4.13	Does the credit provider have procedures in place to ensure that an advertisement that discloses a monthly instalment, or any other cost of credit, also discloses: - the instalment amount, - the number of instalments, - the total amount of all instalments (including interest, fees and compulsory insurance), - the interest rate, and - the residual or final amount payable (if any)?					
Reg 21(6)	4.14	Does the credit provider have procedures in place to ensure that an advertisement or a direct solicitation for credit does not contain the following statements or phrases (or similar phrases): - "no credit checks required", - "blacklisted consumers welcome", or - "free credit"?					

Reg 22(1)	4.15	Does the credit provider have procedures in place to ensure that the information disclosed in terms of regulation 21(2) and (3) is of no smaller size than the average font size used in the advertisement and is displayed together?					
Reg 22(2) & (3)	4.16	Does the credit provider have procedures in place to ensure that equal prominence is given to the information disclosed in terms of regulations 21(2) and (3), whether by audio or visual disclosure?					
Over-indebtedness and reckless credit							
	5.1	Does the credit provider have a policy in place to combat over-indebtedness and prevent reckless credit? If Yes, please attach a copy of this policy and indicate the annexure number.					
s 81(2)	5.2	Does the credit provider have procedures in place to conduct the assessment required in terms of section 81(2) prior to entering into a credit agreement?					
s 81(3)	5.3	Does the credit provider have procedures in place to ensure that the credit provider does not enter into a reckless credit agreement with a consumer?					
	5.4	Does the credit provider provide staff training on the procedures in place to combat over-indebtedness and reckless credit as referred to in questions 5.1 to 5.3 above?					
	5.5	Does the credit provider conduct monitoring of staff member's compliance with the policies and procedures referred to in questions 5.1 to 5.3 above?					
	5.6	If the answer to question 5.5 is Yes, has the monitoring referred to in question 5.5 above revealed any instances of non-compliance? If Yes, please provide details thereof in an annexure hereto and indicate the annexure number.					
Reg 23	5.7	Does the credit provider have procedures in place to complete and submit Form 15 to the National Credit Regulator in respect of any credit extended in terms of a school or student loan, an emergency loan or a public interest credit agreement within 30 business days of signature thereof or at the end of the month in which the agreement was concluded?					
Section C: Consumer Credit Agreements							
Unlawful agreements and provisions							
s 89(2)	6.1	Section 89(2) sets out circumstances in which a credit agreement would be regarded unlawful. Does the credit provider have procedures in place to ensure it does not enter into such unlawful credit agreements?					
s 90(2)	6.2	Section 90(2) declares certain provisions in a credit agreement unlawful. Does the credit provider have procedures in place to ensure that its credit agreements do not contain any of these unlawful provisions?					

s 90(2)(l)	6.3	<p>In terms of section 90(2)(l) , the following provisions in a credit agreement have been declared unlawful:</p> <ul style="list-style-type: none"> • where a consumer agrees to deposit his identity document, credit or debit card, bank account or ATM card or other similar document with the credit provider; • where a consumer provides his personal identification code or number to access an account to the credit provider. <p>Does any credit agreement or supplementary agreement of the purchaser contain such a provision?</p>					
s 91(a)	6.4	<p>In terms of section 91(a) a credit provider must not enter into a supplementary agreement, or sign any document, that contains a provision that would be unlawful if it were included in a credit agreement.</p> <p>Does the credit provider have procedures in place to ensure that the provisions declared unlawful in terms of section 90(2) are not included in any supplementary agreement?</p>					
Disclosure, form and effect of credit agreements							
s 92(1)	7.1	<p>In terms of Section 92(1) a credit provider must provide a consumer with a pre-agreement statement and quotation in Form 20 when entering into a small credit agreement.</p> <p>Does the credit provider have procedures in place to comply with this requirement?</p>					
s 92(2) & Reg 29	7.2	<p>When entering into an intermediate or large credit agreement with a consumer, the credit provider must provide the consumer with a pre-agreement statement and a quotation in accordance with section 92(2) and regulation 29?</p> <p>Does the credit provider have procedures in place to comply with this requirement?</p>					
s 92(3)	7.4	<p>For a period of five business days after providing a consumer with a quote in respect of a small agreement, a credit provider must enter into that agreement at the request of a consumer in accordance with section 92(3)(a).</p> <p>Does the credit provider have procedures in place to give effect to this?</p>					
s 92(3)	7.5	<p>For a period of five business days after providing a consumer with a quote in respect of an intermediate or large agreement, a credit provider must enter into that agreement at the request of a consumer in accordance with section 92(3)(b)?</p> <p>Does the credit provider have procedures in place to give effect to this?</p>					
s 93(1)	7.6	<p>Section 93(1) provides that the credit provider must deliver to the consumer, without charge, a copy of a document that records their credit agreement.</p> <p>Does the credit provider have procedures in place to give effect to this?</p>					

s 93(2) & Reg 30	7.7	Section 93(2) and regulation 30 provide that a document that records a small agreement must contain all the information set out in Form 20.2. Does the document that records the small agreement of the credit provider comply with this requirement?					
s 93(3) & Reg 31	7.8	The requirements for intermediate and large agreements are set out in regulation 31. Does the document that records the credit provider's intermediate or large agreement comply with these requirements?					
Consumer's liability, interest charges and fees							
s 101(1)	8.1	A credit provider may not require a consumer to pay any costs other than that allowed in terms of the section 101(1). Does the credit provider have procedures in place to comply with this requirement?					
s 101(1)	8.2	Does the credit provider monitor whether the maximum rates or charges prescribed in terms of section 101(1) are exceeded?					
	8.3	If the answer to question 8.2 is Yes, has this monitoring revealed any instances of non-compliance? If yes, please provide details thereof in a separate annexure and indicate the annexure number.					
s 102(2)	8.4	Section 102(1) allows certain fees and costs to be included in the principal debt in respect of instalment agreements, mortgage agreements, secured loans or leases. In terms of section 102(2), the credit provider may not charge the consumer more than the actual amount paid or the fair market value of the service. Does the credit provider have procedures in place to comply with this requirement?					
s 103(3)	8.5	In terms of section 103(3), the credit provider may not debit any interest charge before the end of the day to which the interest applies. Does the credit provider have procedures in place to comply with this requirement?					
s 103(4)	8.6	In terms of section 103(4), a credit agreement may provide for an interest rate to vary during the term of the agreement if the variation is fixed in accordance with a reference rate stipulated in the agreement. Does the credit provider have procedures in place to comply with this requirement?					
Reg 40	8.7	Regulation 40 prescribes the manner in which interest must be calculated. Does the credit provider have procedures in place to ensure that interest is calculated in accordance with this requirement?					
Reg 42, 43 & 44	8.8	Regulations 42, 43 and 44 prescribe the maximum interest rate, initiation fee and service fee that may be levied. Does the credit provider have procedures in place to ensure that these are not exceeded in respect of a credit agreement?					

s 103(5)	8.9	In terms of section 103(5), once a consumer is in default, the cost of credit amounts that accrue in terms section 101(a) to (g) may not exceed the unpaid balance of the principal debt at the time of default. Does the credit provider have procedures in place to comply with this requirement?					
s 106(4)	8.10	In terms of section 106(1) and / or (3), a credit provider may require a consumer to maintain credit insurance. In terms of section 106(4), the credit provider must give and inform the consumer of the right to waive that proposed policy and substitute a policy of the consumer's own choice. Does the credit provider have procedures in place to comply with this?					
s 106(5)(b)	8.11	In terms of section 106(5)(b), where a credit provider arranges an insurance policy on behalf of a consumer, the credit provider must disclose the cost to the consumer of the insurance supplied. The credit provider must also disclose the amount of any fee, commission, remuneration or benefit receivable by the credit provider in respect thereof. Does the credit provider have procedures in place to disclose these amounts to the consumer in Form 21?					
s 106(6)(a)	8.12	In terms of section 106(6)(a), where a consumer elects to substitute an insurance policy of the consumer's own choice, the credit provider may require that the consumer allow the credit provider to pay the premiums due under the policy and then bill the consumer for those premiums. Does the credit provider have procedures in place to obtain an instruction from the consumer to this effect in Form 22?					
s 106(6)(b)	8.13	In terms of section 106(6)(b), where the consumer elects to substitute an insurance policy of the consumer's own choice, a credit provider may require the consumer to name the credit provider as a loss payee under an insurance policy. Does the credit provider have procedures in place to obtain an instruction from the consumer to this effect in Form 23?					
Section D: Collection and Repayment Practices							
Debt enforcement by repossession or judgment							
s 127(1) & (2)	9.1	In terms of section 127(1), a consumer who has entered into an instalment agreement, secured loan or lease may give notice to a credit provider to terminate the agreement and return the goods to the credit provider. The consumer may also require the credit provider to sell the goods. Within 10 business days thereof, and in terms of the section 127(2), the credit provider must give the consumer written notice setting out the estimated value of the goods. Does the credit provider have procedures in place to comply with this requirement?					

s 127(3)	9.2	In terms of section 127(3), a consumer may, within 10 days after receipt of a notice referred to in question 9.1, withdraw the notice to terminate the agreement and resume possession of any goods that are in the credit provider's possession (provided that the consumer may not act in terms of this section if the consumer is in default of the credit agreement). Does the credit provider have procedures in place to comply with this requirement?					
s 127(5)	9.3	In terms of section 127(5), after selling the goods referred to in question 9.2, the credit provider must give the consumer written notice of the following: - the settlement value of the agreement prior to the sale, - the gross amount realised on the sale, and - the net proceeds after deducting permitted default charges and any reasonable costs allowed. Does the credit provider have procedures in place to give the consumer written notice after selling goods in terms of section 127 stating the required information?					
s 129(1)(b)	9.4	In terms of section 129(1), the credit provider must give the consumer notice before commencing legal proceedings to enforce a credit agreement. Does the credit provider have procedures in place to comply with this requirement?					
s 86(10) & 129(1)	9.5	The notice referred to in question 9.4 above must comply with the requirements of section 129(1)(a) or section 86(10), as the case may be. Does the credit provider have procedures in place to comply with these requirements?					
s 130(1)	9.6	A credit provider may approach the court for an order to enforce a credit agreement only if the consumer has been in default under that credit agreement for at least 20 business days and the requirements of the section 130(1) have been met. Does the credit provider have procedures in place to comply with these requirements?					
s 130(3)(a)	9.7	A credit provider may not approach the court for an order to enforce a credit agreement to which sections 127, 129 or 131 apply, unless the procedures contained in those sections have been complied with. Does the credit provider have procedures in place to give effect to this?					
s 130(3)(b)	9.8	A credit provider may not approach the court for an order to enforce a credit agreement where a matter arising under that credit agreement is pending before the Tribunal. Does the credit provider have procedures in place to give effect to this?					
s 130(3)(c)(i)	9.9	A credit provider may not approach the court for an order to enforce a credit agreement where the matter is before a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction. Does the credit provider have procedures in place to give effect to this?					

s 130(3) (c)(ii)	9.10	A credit provider may not approach the court for an order to enforce a credit agreement where the consumer has surrendered the property to the credit provider and the property has not yet been sold. Does the credit provider have procedures in place to give effect to this?					
s 130(3) (c)(ii)	9.11	A credit provider may not approach the court for an order to enforce a credit agreement where the consumer has agreed to a proposal made in terms of section 129(1)(a) and acted in good faith in fulfilment of that agreement. Does the credit provider have procedures in place to give effect to this?					
s 130(3) (c)(ii)	9.12	A credit provider may not approach the court for an order to enforce a credit agreement where the consumer has complied with an agreed plan as contemplated in section 129(1)(a). Does the credit provider have procedures in place to give effect to this?					
s 130(3) (c)(ii)	9.13	A credit provider may not approach the court for an order to enforce a credit agreement where the consumer has brought the payments due under the credit agreement up to date, as contemplated under section 129(1)(a). Does the credit provider have procedures in place to give effect to this?					
s 133(1)	9.14	Prohibited collection and enforcement practices are specified in terms of section 133. A credit provider, or any agent of the credit provider, must not, amongst other things, make use of the consumer's original identity document, credit or debit card, bank account or ATM card or any such similar device and/ or the personal identification number used to access such card or device in any manner whatsoever when collecting on or enforcing a credit agreement? Does the credit provider have procedures in place to comply with this requirement?					
Section E: Record-Keeping and Registers							
Record-keeping							
Reg 55(1) (b)	10.1	Does the credit provider have procedures in place to retain the information required in terms of regulation 55(1)(b) in respect of each consumer?					
Reg 55(1) (c)	10.2	Does the credit provider have procedures in place to retain the information required in terms of regulation 55(1)(c) in respect of its operations?					
	10.3	Does the credit provider maintain its records in electronic format?					
	10.4	If the answer to question 10.3 is Yes, does the credit provider make use of the services of a third party to store such records?					
s 170 & Reg 56	10.6	Does the credit provider have procedures in place to retain the information required in terms of regulation 55 for a period of three years from the date of termination of the credit agreement, or in the case of an application for credit that is refused or not granted for any reason, from date of receipt of the application?					

Registers						
s 163(2)(b) & Reg 59	10.7	Does the credit provider maintain a register of its agents as required in terms of section 163(2)(b) and in accordance with regulation 59?				
Reg 60	10.8	Does the credit provider maintain a register of information in respect of each consumer as prescribed by regulation 60(2)?				
Section F: Compliance and Reporting						
Statutory reporting						
Reg 62 & 64	11.1	Did the annual disbursements of the credit provider exceed R15 million?				
Reg 62 & 64	11.2	If the answer to question 11.1 is yes, did the credit provider complete and submit the statistical return in Form 39 to the National Credit Regulator in respect of the quarters and by the due dates referred to in regulation 64?				
Reg 62 & 64	11.3	If the answer to question 11.1 is no, did the credit provider complete and submit the annual statistical return in Form 39 for the period 1 January to 31 December by the 15th of February for the reporting period?				
Reg 62 & 65	11.4	Did the credit provider submit its annual financial statements, including the auditor or accounting officer's report to the National Credit Regulator, within 6 months after the credit provider's financial year-end for the reporting period?				
Reg 62 & 66	11.5	Did the credit provider submit an annual financial and operational return in Form 40 to the National Credit Regulator, within 6 months after the credit provider's financial year-end for the reporting period?				
Reg 62 & 68	11.6	Did the credit provider submit an assurance engagement report as contemplated in regulation 68(2) to the National Credit Regulator, within 6 months after the credit provider's financial year-end for the reporting period?				
Compliance Assurance						
	12.1	Describe how the credit provider monitors compliance with the applicable provisions of the Act and / or Regulations, with specific reference to the following: <ul style="list-style-type: none"> • Procedures and controls in place to ensure compliance, • Roles and responsibilities of key stakeholders, and • Internal reporting undertaken. Attach your answer as a separate annexure and indicate the annexure number.				

