

ANNEXURE A PARTICULARS OF CLAIM

I.

During or about 10 May 2013, and at Johannesburg, plaintiff duly represented by its authorised official issued defendant with a credit card. Defendant's use of such card constituted acceptance of the written terms and conditions under which it is issued.

The terms and conditions whereof, inter alia, are:-

- (a) Defendant was entitled to purchase goods from merchants and to obtain services from suppliers and to obtain loans of money from plaintiff within authorised limits;
- (b) Plaintiff issued defendant with a credit card;
- (c) By presenting or tendering the card defendant was entitled to purchase goods or to obtain services or withdraw cash;
- (d) Plaintiff is entitled to debit defendant's account with the amount of all card transactions and defendant is liable to pay plaintiff all amounts so debited;
- (e) In the event of the defendant failing to pay amounts owing to the plaintiff on due date the plaintiff would be entitled at its discretion to end the agreement in which event the full amount outstanding on the account would immediately become due, owing and payable.
- (f) Defendant shall be liable to plaintiff for all expenses incurred in collecting any amount owing by defendant which expense shall include all legal charges (on the Attorney and client scale), all collection charges and tracing fees;
- (g) Defendant undertook to pay plaintiff interest (which interest is to be capitalised each month), on all amounts outstanding at the rate determined by plaintiff from time to time, which rate is determined at 22% per annum.

A Copy of the terms and conditions is attached marked 'A'.

2.

The defendant presented and/or tendered the card and purchased goods and/or obtained services from merchants and/or suppliers and/or borrowed money from the plaintiff.

3.

The defendant failed to pay the amounts owing to the plaintiff.

4.

(a) Plaintiff complied with the provisions of Section 129(1)(a) of the National Credit Act ("NCA"), by despatching a letter to the defendant by prepaid registered post drawing the default to defendant's attention and explaining the rights afforded by that Section and that debt enforcement would follow if the defendant failed to respond to the letter. A Copy of the notice and proof of postage is attached marked 'B'. The notice was delivered to the relevant post office and the post office, in the normal course, would have served delivery of a registered item notification slip. A copy of the tracking report is attached marked "C".

(b) Defendant did not respond to the letter;

(c) More than 10 business days have elapsed since the Section 129 letter was despatched to the defendant;

(d) Defendant has been in default under the agreement for more than 20 business days.

(e) The matter has not been referred to a debt counsellor or alternative dispute agent, consumer court or ombud with jurisdiction;

(f) There is no matter arising under the agreement before a tribunal;

(g) Defendant has not approached a court prior to expiry of 10 day period and has not brought the payments up to date;

(h) The agreement is not reckless as described in Section 80 of the National Credit Act;

(i) The agreement is not subject to a pending debt review;

(j) The agreement is not suspended or subject to a debt re-arrangement order or agreement.

5.

As at 21 May 2014, the balance due by the defendant to plaintiff is R50 000.

6.

Defendant is liable to pay interest on such amount from 10 May 2013.

7.

Collection charges are payable at the rate of 10% on all amounts collected in respect of this claim.

8.

Despite demand, defendant has failed to pay the said sum.

WHEREFORE PLAINTIFF PRAYS JUDGMENT AGAINST THE DEFENDANT FOR:-

(a) Payment of the sum of R50 000;

(b) Interest thereon at the rate of 22% per annum capitalized monthly, from 10 May 2013 to the date of payment;

(c) Attorneys collection charges at the rate of 10% on all amounts collected in respect of this claim;

(d) Costs to be taxed on the scale as between attorney and client;

Attorneys details..

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