

REPUBLIC OF SOUTH AFRICA

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**SELECT COMMITTEE AMENDMENTS  
TO  
NATIONAL CREDIT  
BILL**

**[B 18B—2005]**

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*(As agreed to by the Select Committee on Economic and Foreign Affairs  
(National Council of Provinces))  
(The English text is the official text of the Bill)*

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**[B 18C—2005]**

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## AMENDMENTS AGREED TO

### NATIONAL CREDIT BILL [B 18B—2005]

#### CLAUSE 1

1. On page 9, after line 7, to insert the following definition:

**“continuous service”** means the supply for consideration of a utility or service, other than credit or access to credit, or the supply of such a utility or service combined with the supply of any goods that are essential for the utilisation of that utility or service by the consumer, with the intent that, so long as the agreement to supply that utility or service remains in force, the supplier will make the service continuously available to be used, accessed or drawn upon—

- (a) from time to time as determined by the consumer; and
- (b) with any frequency or in any amount as determined, accessed, required, demanded or drawn upon by the consumer, subject only to any total use or cost limits set out in the agreement;

2. On page 10, in line 54, to omit “other than stokvels, and” and to substitute “or”.
3. On page 10, after line 56, to insert “, but does not include a stokvel;”.
4. On page 13, in line 24, after “26” to insert “; and”.
5. On page 13, after line 24, to insert the following definition:

**“utility”** means the supply to the public of an essential—

- (a) commodity, such as electricity, water, or gas, or
- (b) service, such as waste removal, or access to sewage lines, telecommunication networks or any transportation infrastructure.

#### CLAUSE 4

1. On page 16, from line 1, to omit subsection (6) and to substitute:

(6) Despite any other provision of this Act—

- (a) if a consumer pays fully or partially for goods or services through a charge against a credit facility that is provided by a third party, the person who sells the goods or services must not be regarded as having entered into a credit agreement with the consumer merely by virtue of that payment; and
- (b) if an agreement provides that a supplier of a utility or other continuous service—
  - (i) will defer payment by the consumer until the supplier has provided a periodic statement of account for that utility or other continuous service; and
  - (ii) will not impose any charge contemplated in section 103 in respect of any amount so deferred unless the consumer fails to pay the full amount due within at least 30 days after the date on which the periodic statement is delivered to the consumer,

that agreement is not a credit facility within the meaning of section 8(3), but any overdue amount in terms of that agreement, as contemplated in subparagraph (ii), is incidental credit to which this Act applies to the extent set out in section 5.

2. On page 16, in line 8, to omit “through” and to substitute “to”.

#### CLAUSE 8

1. On page 17, in line 23, after “(2)” to insert “or section 4(6)(b)”.

#### CLAUSE 17

1. On page 21, in line 51, to omit “Member of the Executive Council” and to substitute “MEC”.
2. On page 22, in line 1, to omit “Member of the Executive Council” and to substitute “MEC”.

#### CLAUSE 74

1. On page 46, in line 31, to omit “written”.

#### CLAUSE 90

1. On page 55, in line 27, to omit “or”.
2. On page 55, in line 29, after “(iv);” to insert “or”.
3. On page 55, after line 29, to insert:
  - (vi) a consent to the jurisdiction of—
    - (aa) the High Court, if the magistrates’ court has concurrent jurisdiction; or
    - (bb) any court seated outside the area of jurisdiction of a court having concurrent jurisdiction and in which the consumer resides or works or where the goods in question (if any) are ordinarily kept;

#### CLAUSE 103

1. On page 60, after line 50, to insert:
  - (7) Subject to the review and approval of the National Credit Regulator, subsection (4) does not apply in respect of developmental credit agreements.

#### CLAUSE 124

1. On page 68, in line 17, to omit “a written direction authorising” and to substitute “an authorisation to”.
2. On page 68, in line 18, to omit “direction” and to substitute “authorisation”.
3. On page 68, in lines 24, 28, 32, and 38, to omit “in writing”.

4. On page 68, in line 32, to omit “and”.
5. On page 68, in line 38, after “authorisation” to insert “;and”.
6. On page 68, after line 38, to insert:  

*(e)* any authorisation not given in writing, must be recorded electromagnetically and subsequently reduced to writing.

#### SCHEDULE 2

1. On page 92, to omit all the words from “Act” in line 18, up to and including “2005” in line 22.