

IN THE NATIONAL CONSUMER TRIBUNAL
HELD IN CENTUTION

REF NO: NCT/54/2009/57(1)(T)

In the matter between:

NATIONAL CREDIT REGULATOR

Applicant

and

SEASONS STAR TRADING 333 t/a DENOONS CASH LOANS

Respondent

SETTLEMENT ORDER

WHEREAS

- A. The Applicants have commenced proceedings before the National Consumer Tribunal for an interim order for relief pending the hearing of the principal matter described in the application; and
- B. the parties have settled the dispute and wish to make it an order of the Tribunal.

~~JS~~
T.S.

NOW THEREFORE an order is made in the following terms:

1. Respondent's registration as Credit Provider is not cancelled;
2. Respondent is prohibited from further contravening the National Credit Act, Act 34 of 2005, in and including :
 - 2.1 Being in possession of bank cards and personal identification numbers (PIN's) belonging to its clients ;
 - 2.2 Confirming that it will in the future not retain bank cards and PIN's as a collection method or as security to enforce the agreement in contravention of section 91 (b) and 133 of the Act;
 - 2.3 Confirming that it has returned and or destroyed all bank cards and PIN's in its possession;
 - 2.4 Declares that it shall not keep and or request client's bank cards and PIN's in future.
3. Respondent is directed to comply with the provisions of Section 50(2) and other provisions as contained in the National Credit Act 34 of 2005 [the Act], the Regulations and the conditions of registration; and
4. Respondent shall bear the costs of the follow up investigations which costs should not exceed the amount of R20 000.00 (Twenty thousand Rand).

Dated and signed at CENTURION on this 1st day of October 2009.



PRESIDING MEMBER



PANEL MEMBER



PANEL MEMBER

IN THE NATIONAL CONSUMER TRIBUNAL
HELD AT CENTURION

REF NO: NCT/54/2009/57(1)(T)

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NATIONAL CREDIT REGULATOR

Applicant

and

SEASONS STAR TRADING 333 t/a
DENOON'S CASH LOANS

Respondent

DEED OF SETTLEMENT

WHEREAS the Applicant has made application on 22 May 2009 to the National Consumer Tribunal in terms of Section 57(1)(a) and (c) of the National Credit Act 34 of 2005 ('the Act') for the de-registration of the Respondent as a registered Credit Provider; and

WHEREAS the Applicant and Respondent have voluntary and freely reached an agreement to the terms of an appropriate order:

Handwritten signatures and initials in black ink, including a large signature on the right and several smaller initials or marks on the left.

THEREFORE the parties record the terms of the settlement as follows:

1.

The Respondent admits to being in possession of banks cards and personal identification numbers ("PIN's") belonging to its clients.

2.

The Respondent declares that he will not in future retain bank cards and PIN's as a collection method or as security to enforce the agreement in contravention of Sections 91(b) and 133 of the Act.

3.

The Respondent hereby declares and confirms that he has returned, and/or destroyed all bank cards and PIN's in his possession.

4.

The Respondent further declares that he shall not keep and/or request client's bank cards and PIN's in future.

Handwritten signatures and initials in black ink. On the left is a stylized signature. In the center are the initials 'M.P.' with a small mark above them. On the right is a large, loopy signature.

5.

The Respondent acknowledges that the Applicant may conduct follow-up investigations into his business practices at any time, in accordance with Section 50(2)(a) of the Act, and the Respondent undertakes to grant the Applicant full access thereto.

6.

The Respondent undertakes to bear the cost of such a follow-up investigation, the cost of which will not exceed R20 000.00 (Twenty Thousand Rand).

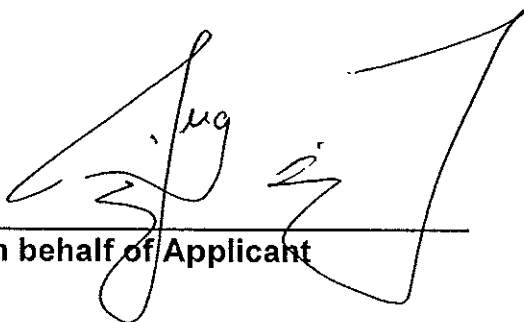
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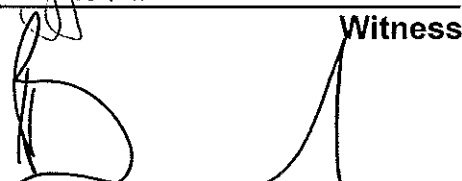
Each party to bear its own legal costs pertaining to the matter.

THEREFORE parties hereby apply to the Tribunal to confirm and record the terms of settlement as a consent order in terms of Section 138(1) of the Act and Rule 20 of the Tribunal Rules.

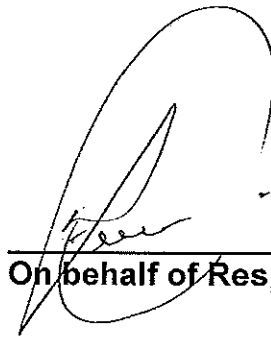
Three handwritten signatures in black ink, arranged horizontally. The leftmost signature is a stylized 'S'. The middle signature is more complex with multiple loops. The rightmost signature is a large, sweeping loop.

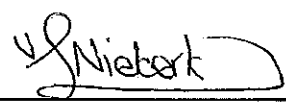
Dated and signed at Midrand on this 26th day of August 2009.

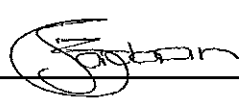

On behalf of Applicant


Witness

Witness

Dated and signed at Klerksdorp on this 7th day of September 2009.


On behalf of Respondent


Witness


Witness