

RMB Namibia, a division of First National Bank of Namibia Limited  
Registration Number: 2002/0180  
Transactional Banking  
1st Floor, @Parkside,  
130 Independence Ave. Windhoek.



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# **NAMPAY DEBITS (ENDO)**

## **Terms of Use**

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## Version 1

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**Disclaimer:** These Terms of Use form part of the agreement which governs the use of the Nampay Debits (ENDO) payment stream and further regulates the relationship between First National Bank of Namibia Limited (hereafter known as “FNB/ RMB”) and the Debit Order Originator (hereafter known as the “User”).

## SECTION 1: QUALIFYING CRITERIA

### 1.1 Prospective User

In order for a prospective User to be sponsored into the Nampay Debits (ENDO) Payment System, FNB/RMB must be satisfied regarding the following:

- 1.1.1 The User must not introduce any risk into the Namibian National Payments System (NPS). This risk includes but is not limited to reputational risk and financial risk.
- 1.1.2 The User must have had their business processes relating to the processing of Nampay Debits (ENDO) payment instructions assessed by FNB/RMB.
- 1.1.3 The User must have understood and accepted the FNB/RMB Nampay Debits (ENDO) Terms of Use. If the FNB/RMB ENDO Terms of Use have not been understood in whole or part, the User is under an obligation to approach the FNB/RMB representative to gain clarity.
- 1.1.4 The User must submit payment instructions as per the technical specifications provided to them (the Channel Manual) by FNB/RMB.
- 1.1.5 The User must produce a sample of their debit order authority (hereafter referred to as the mandate) for vetting to ensure compliance with the minimum requirements as set out in these Nampay Debits (ENDO) Terms of Use.
- 1.1.6 The User must agree to produce an **Auditor’s Certificate** upon request.

### 1.2 Prospective Third Party Payment Provider and System Operator

Furthermore, if a prospective User wishes to operate as a Third Party Payment Provider (TPPP) and/or System Operator (SO), FNB/RMB must also be satisfied regarding the following:

- 1.2.1 The User must be registered as a TPPP and/or SO with the Payments Association of Namibia (PAN).
- 1.2.2 If the User is not registered as a TPPP with PAN, FNB/RMB will assist with the application prior to being allowed to submit payment instructions. SO applications must be made with PAN directly.
- 1.2.3 The User must bind their User to the FNB/RMB Nampay Debits (ENDO) Terms of Use in order to ensure compliance.

## SECTION 2: PAYMENT INSTRUCTIONS ELIGIBLE FOR PROCESSING

2.1 In order for a Nampay Debits (ENDO) payment instruction to be eligible for processing, the User must ensure that:

- 2.1.1 A valid mandate is obtained prior to the submission of the payment instruction;
- 2.1.2 The payment instruction has reached its action date as stipulated by the mandate;
- 2.1.3 The payment instruction is identifiable by a unique abbreviated name.

## SECTION 3: MANDATES

- 3.1 The format provided in [Appendix B](#) and [C](#) is the minimum that is required to be complied with. The User may add to the mandate but may not delete any clauses.
- 3.2 A valid mandate must be agreed upon by the User and the account holder prior to any payment instructions being submitted for processing.

- 3.3 The mandate may be in the form of written, electronic or voice recorded.
- 3.4 Although the minimum requirements as per Appendix B must be adhered to, the following, included in Appendix B, are deemed crucial criteria in terms of the PAN
  - 3.4.1 Abbreviated Short Name of the originator,
  - 3.4.2 User Name,
  - 3.4.3 Deduction date,
  - 3.4.4 Deduction amount, and
  - 3.4.5 Surname, Initial and Bank Account Number of accountholder.
- 3.5 The mandates must indicate the exact amount payable or clearly state that the premium payable will vary. The latter can only occur in instances where it is dependent on the type of service provided e.g. cellular phone contracts, etc.
- 3.6 The User must indicate whether the tracking option will be used or not.
- 3.7 Clearly outline the User's abbreviated name
- 3.8 The User must obtain specific acceptance by the accountholder of understanding and obligations in the instances of voice recorded and electronic mandates.
- 3.9 The User carries the responsibility of verifying that the account details provided by the accountholder on the mandate are valid and that the accountholder has relevant signing authority on the account.
- 3.10 In the instance of signed written mandates, the signed (authorised) mandate copy must be provided to the accountholder prior to any payment instructions being submitted in terms of that particular mandate.
- 3.11 In the instances of voice recorded and electronic mandates, written confirmation of the voice recorded mandate must be provided to the accountholder within 30 calendar days of the mandate being entered into and prior to any payment instructions being submitted in terms of that particular mandate.
- 3.12 Users must retain all mandates and relating documentation for a minimum period of 5 years after the payments have ceased or after the last payment instruction having been submitted, whichever applicable.
- 3.13 Users must be able to produce mandates upon request of FNB/RMB by latest 14h30 on the second business day after request (Excluding the submission date) including Saturdays
- 3.14 The User must not cede or assign any of its rights regarding the mandate unless:
  - 3.14.1 The agreement is also ceded or assigned to the third party,
  - 3.14.2 The accountholder is notified prior to the next payment instruction being submitted,
- 3.15 Already executed transactions with a valid mandate cannot be stopped by a user once submitted for processing.

## **SECTION 4: ABBREVIATED NAME**

- 4.1 Abbreviated names must reflect the User's trading name and must be approved by FNB/RMB prior to being included in any payment instructions.
- 4.2 The abbreviated name must remain the same for the duration of the contract between the User and the accountholder.
- 4.3 The User's abbreviated name may be changed, with the approval of FNB/RMB, in the event of an assignment/cession. Users must provide the accountholder 30 calendar days' notice prior to the change.
- 4.4 The notice must reflect the User's new abbreviated name as well as the old abbreviated name and must be kept as an addendum to the mandate.
- 4.5 Abbreviated names may not be changed to circumvent the Stop Payment system.

## **SECTION 5: PAYMENT INSTRUCTIONS NOT ELIGIBLE FOR PROCESSING**

- 5.1 Nampay Debits (ENDO) payment instructions are not eligible for processing in the instances outlined below.  
The User may not:
  - 5.1.1 Present a payment instruction without having obtained a valid mandate.
  - 5.1.2 Present a payment instruction prior to the mandated action date.
  - 5.1.3 Present a payment instruction outside of the parameters set by a signed mandate.

- 5.1.4 Present payment instructions where the amount is an aggregate of multiple payment instructions in order to recover arrear amounts or if the mandated amount is changed outside the context of the mandate. A separate mandate must be obtained in order to recover arrear amounts.
- 5.1.5 Present payment instructions if the mandate has been stopped and/or the mandate and related agreement has been cancelled.
- 5.1.6 Unilaterally change any part of the mandate. Consent must be obtained and notice given where necessary especially in the instances of changes to account number or beneficiary details.
- 5.1.7 Present payment instructions that have been cancelled in terms of Appendix A.

## **SECTION 6: DISPUTES**

- 6.1 The accountholder has a right to dispute a debit instruction that has been deducted off their account up to 45 business days. The authority will only be considered a dispute in the following instances:
  - 6.1.1 The accountholder did not authorise the payment instruction/s; or
  - 6.1.2 The payment instruction/s is in contravention to the authorised mandate; or
  - 6.1.3 The User had been instructed by the accountholder to cancel the mandate; or
  - 6.1.4 The accountholder had stopped the payment of the instruction at their Bank or at the User.
- 6.2 The Bank will request a copy of the mandate and/or voice recording. The user must provide the Bank with the requested mandate copy and/or voice recording by 14h30 of second business day after the request, failing which an immediate reversal of the payment instruction will be processed to the User's account. (Excluding submission date)
- 6.3 In instances where the disputed payment instruction falls outside of the 45 business day's window period, the following must occur:
  - 6.3.1 The User must provide a valid written mandate for the disputed payment instruction within 21 calendar days of receiving the request for same from FNB/RMB;
  - 6.3.2 In instances where the requested mandate cannot be provided, the User's nominated account will be debited by FNB/RMB with the value of the disputed payment instruction/s;

## **SECTION 7: RESPONSES, RETURNED PAYMENT INSTRUCTIONS AND CANCELLATION OF PAYMENTS INSTRUCTIONS**

- 7.1 Payment instructions will be returned to the User, due to either being unsuccessful or disputed; with a response code attached outlining the reason for the return.
- 7.2 These reason codes, as outlined in [Appendix A](#), each have an action attached to them which the User must comply with.
- 7.3 The User must cancel all payment instructions that are unsuccessful on two (2) consecutive presentments must be removed from the system by the submitting Participant, unless the user has received a new subsequent commitment (mandate) from the payer to meet future payments.
- 7.4 The User is obligated to adhere to the thresholds of 10% for Unpaid Ratio and 0.5% for Dispute Ratio of total monthly payment instructions processed.
- 7.5 The User must indemnify FNB as specified for all recall requests.
- 7.6 Stop Payments:
  - 7.6.1 Where a User receives a stop presentment message (i.e. Code 04 response code as per Appendix A) as a result of an accountholder placing a stop payment at their Bank, the User must ensure that no new payment instructions are presented until a new mandate is obtained.
- 7.7 Recalls:
  - 7.7.1 All requests for the recall of debit payment instructions must be formally made to FNB/RMB.

## SECTION 8: GENERAL

- 8.1 The User may not circumvent the specified item limit by splitting payment instructions.  
 8.2 The User may not sort at source.  
 8.3 The User must ensure that the latest BPI 100 is implemented into their business systems.  
 8.4 Non-compliance with these Terms of Use may result in penalties being levied against the User as provided in PSD 8.  
 8.5 FNB will not be held liable for the above mentioned penalties/ sanctions.  
 8.6 The Nampay Debits (ENDO) Limit is set as follows:  
 8.6.1 Debit Item Limit - N\$1,000,000-00 (One Million Namibian Dollars)

## SECTION 9: DEFINITIONS

The below listed terms will have the meanings assigned to them and similar expressions will have corresponding meanings. Unless otherwise indicated:

- Any one gender includes the other and are neutral;
- The singular includes the plural and *vice versa*; and
- Natural persons include Legal Entities and *vice versa*.

TERM	DEFINITION
<b>Abbreviated Name</b>	The mandatory field within the User reference field of the standard Nampay Debits (ENDO) payment instructions record reflecting the User's trading name.
<b>Accountholder</b>	A person who holds the bank account.
<b>Action Date</b>	The date on which the payment instruction must be processed on the account.
<b>Bank Account</b>	The account held at a bank which can be credited or debited as a result of an Nampay Debit (ENDO) payment Instruction.
<b>BPI 100</b>	The consolidated bank table which provides Users with a means to verify specific data prior to the submission of payment instructions.
<b>Tracking</b>	The process whereby payment instructions are held over and re-presented as a result of the initial presentment being unsuccessful.
<b>Crucial Criteria</b>	1. Service Provider 2. Abbreviated Short Name of the originator
<b>Debit Order</b>	Debit Order - Debit Payment transaction
<b>Mandate (Debit Payment Instruction)</b>	An instruction to collect money from the accountholder.
<b>Disputed Item</b>	The authority of the processed payment instruction has been disputed by the accountholder.
<b>Dispute Ratio</b>	The total monthly disputed payment instructions as a percentage of the total monthly input.
<b>FNB/ RMB</b>	First National Bank Namibia (hereafter known as FNB)
<b>Item</b>	Payment instruction
<b>Item Limit</b>	The maximum monetary value of a payment instruction that may be submitted by a User.

TERM	DEFINITION
<b>Mandate</b>	The authorisation given by an accountholder to a debit order originator to initiate payment instructions against their account.
<b>National Payment System (NPS):</b>	The payment system as a whole as defined in the Payment System Management Act, 2003 (Act No. 18 of 2003).
<b>No Mandate or without a Mandate</b>	1. no physical written, electronic or voice Mandate; or 2. the absence of any explicit authority given by the accountholder to the User to debit his bank account in a purported mandate; or 3. a falsified mandate, whether or not the intention was to defraud the accountholder.
<b>Nominated Account</b>	An account as specified by the User for the purposes of transacting via the Nampay Debit (ENDO) Service.

<b>PAN</b>	Means the Payment Association Of Namibia recognised as a Payment System Management Body (PSMB) in terms of the Act. Is a Payment System Management Body whose operation is authorised by the Bank in terms of the Payment System Management Act, 2003 (Act No. 18 of 2003).
<b>Payment Instruction</b>	The instruction to collect funds.
<b>PCH PG</b>	PCH PG-Payment Clearing House Participant Group  PCH means an arrangement between two or more system participants governing the Clearing and Settlement of payment instructions between payment system participants.  PCH PGs manage operational matters via PCH Agreements, Clearing Rules and Service Level Agreements.
<b>Public Holiday</b>	Non-business days declared as public holidays in Namibia by Government. Such days are not valid action dates.
<b>Recall</b>	The request to withdraw a payment instruction not yet posted to the account of the accountholder.
<b>Reversal</b>	A request to withdraw a payment instruction which has been processed to the account.
<b>System Operator (SO)</b>	Any person who provides payment services to two or more persons in respect of payment instructions.
<b>Sorting at Source</b>	Where Users sort each bank's payment instructions and submit those directly to each bank, where the proceeds of such payment instructions are credited to the User's nominated account.
<b>Sponsoring Bank</b>	Means the Participant Bank with which the User has entered into a User agreement.
<b>Stop Payment</b>	An instruction by the accountholder to their bank to stop future payment instructions from being processed on that account.
<b>Third Party Payment Provider (TPPP)</b>	Any person who provides payments to third persons and who processes payment instructions, including the delivery to and/or receipt of payment instructions from a bank and/or a PCH system operator on their own behalf.
<b>Transaction</b>	Means Debit payment instruction
<b>Unpaid Ratio</b>	The total monthly unsuccessful payment instructions as a percentage of the total monthly input.
<b>User</b>	The person or body that submits payment instructions directly or indirectly for processing.

## SECTION 10: APPENDIX A: RESPONSE CODES

### Appendix A

RESPONSE CODES		
Code	Description	Action to be Taken
<b>02</b> Not provided for	There are insufficient funds in the account.	The User must advise the accountholder that the payment instruction has been returned. The payment instruction may only be re-presented subject to <a href="#">Sections 5, 7.3</a> . If not, the User cannot re-present the payment instruction unless a new mandate has been obtained from the accountholder in terms of sections <a href="#">2.1.1</a> and <a href="#">3</a> .
<b>03</b> No Debit / Credit transactions allowed against this account	No debit or credit payment instructions may be processed against this account.	The User may not re-present payment instructions using the bank account details as outlined in the existing mandate unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> and.
<b>04</b> Payment stopped	The accountholder has instructed their bank to stop all future debit payments being processed on their bank account from the User in terms of the debit order authority granted to the User.	The payment instruction may not be re-presented unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> and <a href="#">7</a> .
<b>05</b> Account Dormant	The bank account that the payment instruction has been issued against is dormant	The User may not re-present payment instructions using the bank account details as outlined in the existing mandate unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> .
<b>06</b> Account frozen	No payment instructions may take place on this bank account at all.	The User may not re-present payment instructions using the bank account details as outlined in the existing mandate unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> .
<b>08</b> Account in liquidation	The bank account is not accessible due to liquidation of Legal Entity that holds it.	The User may not re-present payment instructions using the bank account details as outlined in the existing mandate unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> .
<b>10</b> Account in sequestration	The bank account is not accessible due to sequestration of the Individual that holds it.	The User may not re-present payment instructions using the bank account details as outlined in the existing mandate unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> .



<p><b>12</b> Account closed</p>	<p>The bank account in question has been closed.</p>	<p>The payment instruction may not be re-presented unless a new mandate is obtained from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a>.</p>
<p><b>18</b> Accountholder deceased</p>	<p>The accountholder is deceased.</p>	<p>The payment instruction may not be re-presented and all future payment instructions removed from processing.</p>
<p><b>22</b> Account effects not cleared</p>	<p>The accountholder's funds have not been cleared i.e. there may be a cheque awaiting clearance, therefore there are insufficient funds in the bank account to meet the obligation.</p>	<p>The User must advise the accountholder of this and may not re-present the payment instruction unless the accountholder has confirmed that the funds have been cleared or that the hold on the bank account has been removed.</p>
<p><b>26</b> No such account</p>	<p>The bank account does not exist at the specified Bank.</p>	<p>The payment instruction may not be re-presented and all future payment instructions removed from processing.</p>
<p><b>40</b> Item limit exceeded</p>	<p>The ENDO item limit has been exceeded.</p>	<p>The User may only re-present the payment instructions with the correct item limit. As per section <a href="#">8.1</a>, payment instructions must not be split in order to circumvent the item limit.</p>
<p><b>56</b> FIA</p>	<p>The bank account does not comply with the requirements as set out by FIA</p>	<p>The payment instruction may only be re-presented once confirmation is received from the accountholder that they are FIA compliant.</p>
<p><b>E1</b> Payer request to stop presentations</p>	<p>The accountholder has instructed their Bank to stop all future debit payment instructions from the User.</p>	<p>Upon receipt, all future payment instructions removed from processing as per Section <a href="#">7</a>.</p>
<p><b>F2</b> Payment instruction disputed by accountholder</p>	<p>The accountholder has disputed the payment instruction at their Bank.</p>	<p>The payment instruction may not be re-presented and all future payment instructions removed from processing as per Section <a href="#">7</a> and <a href="#">5.1.5</a>. The User must obtain a new mandate from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a>.</p>

<b>DISPUTE REASON CODES AND ACTIONS</b>		
<b>Code</b>	<b>Description</b>	<b>Action to be Taken</b>
<b>30</b> No authority to debit	The accountholder has disputed the User's authority to debit funds from their bank account.	The current payment instruction, as well as all future payment instructions, must be removed from processing. The User must obtain a new mandate from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> and <a href="#">7</a> .
<b>32</b> Debit in contravention of payer's authority	The accountholder has disputed the payment instruction based on the fact that the User is debiting their bank account in contravention of their authority.	The current payment instruction, as well as all future payment instructions, must be removed from processing. The User must obtain a new mandate from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> and <a href="#">7</a> .
<b>34</b> Authorization cancelled	The accountholder has disputed the payment instruction based on the fact that the authority given has been cancelled.	The current payment instruction, as well as all future payment instructions, must be removed from processing. The User must obtain a new mandate from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> and <a href="#">7</a> .
<b>36</b> Previously stopped via stop payment advice	The accountholder is disputing the payment instruction based on the fact that they have previously issued a stop payment instruction on their account.	The current payment instruction, as well as all future payment instructions, must be removed from processing. The User must obtain a new mandate from the accountholder prior to submitting any new payment instructions in terms of Sections <a href="#">2.1.1</a> and <a href="#">3</a> and <a href="#">7</a> .

## SECTION 11: APPENDIX B: SPECIMEN AND MINIMUM REQUIREMENTS FOR WRITTEN AUTHORITY AND MANDATE FOR DEBIT PAYMENT INSTRUCTIONS

### Appendix B

#### Specimen and Minimum Requirements for Written Authority and Mandate for Debit Payment Instructions

##### PAYMENT INSTRUCTION / DEBIT MANDATE

A. This is my/our instruction to my bank to make payment as stated below and my/our bank can debit my/our bank account.  
**Authority**

Given by (name and surname of Account Holder) \_\_\_\_\_

Address \_\_\_\_\_

Account Holder's Bank \_\_\_\_\_

Branch Name and Branch Code/ BIC Code \_\_\_\_\_

Account Number \_\_\_\_\_

Type of Account (delete which is not applicable) Current / Savings / Transmission \_\_\_\_\_

Amount of deduction authorized by Account Holder \_\_\_\_\_

Date of first deduction \_\_\_\_\_

To (name of beneficiary) \_\_\_\_\_

Abbreviated Name as Registered with the Bank \_\_\_\_\_

Beneficiary's Address \_\_\_\_\_

This signed Authority and Mandate refers to the contract between me/us and the Beneficiary ('you') dated \_\_\_\_\_ ("the Agreement").

I/We hereby authorize you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 1 (one) ordinary business days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions authorized to be issued must be issued and delivered as follows: monthly / bi-monthly / three monthly / six monthly / annually / weekly / bi-weekly (**delete that which is not applicable**).

In the event that the payment day falls on a Sunday, or recognized public holiday in the Republic of Namibia, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in my/our account to meet the obligation, you are entitled to re-represent the instruction for payment to my account for a period of ..... days (.....) *Number in words* days.

Due to the customary early payment of salaries in December, I hereby authorize you to present my December payment instructions earlier, aligned with my salary payment date. Furthermore, if there are insufficient funds in my/our account to meet the December obligation, you are entitled to re-present the instruction to my/our account for payment as soon as sufficient funds are available for a period of ..... days (.....) *Number in words* days.

I/We understand that the payments hereby authorized will be processed through a computerized system provided by the Namibian Banks. I/We also understand that details of each payment will be printed on my/our bank statement. The bank statement must contain a reference number for identification, which must be included in the said payment instruction and if

provided to me/us should enable me/us to identify such transaction as linked to this payment instruction authorization. This number must be added to this form in Section F before the issuing of any payment instruction.

**B. Mandate**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

**C. 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 shall not be entitled to any refund of amounts which you have collected while this Authority was in force, if such amounts were legally owing to you.

**D. Assignment**

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such cession or assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

**E. Declaration**

I/We hereby declare as follows:

- I/We have the necessary authority to sign this Mandate Authority.
- The information herein provided to you is true, correct and complete. The information shown above is correct.
- I/We agree to be bound by signing this Mandate Authority.
- By signing this Mandate Authority, I/we agree that any previous Mandate Authorities signed by me/us relating to Agreement Reference Number: \_\_\_\_\_ is hereby revoked.

Signed

at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature as used for operating on the account)

\_\_\_\_\_  
(Signature as used for operating on the account)

\_\_\_\_\_  
(Assisted By)

**F. Agreement Reference Number**

This Agreement number is: \_\_\_\_\_ .

<sup>1</sup> ***EFT Users may not use the tracking option and must exclude the option from their Authority and Mandate.***

## SECTION 12: APPENDIX C: SPECIMEN AND MINIMUM REQUIREMENTS FOR VOICE RECORDED MANDATE

### Appendix C

#### Specimen and Minimum Requirements for a Voice Recorded Mandate

**Consultant:**

Good Morning, my name is \_\_\_\_\_ and I am calling from \_\_\_\_\_.  
Before I continue I need to inform you that all calls are recorded for quality control purposes.  
Mr/Mrs/Miss \_\_\_\_\_, the purpose of this call is \_\_\_\_\_  
Can I take you through the process of how it works? I will need a few minutes of your time to explain.

**User:**

Yes/No

**Consultant:**

*(Explain the product or service you are selling)*

If the Users agree, confirm their personal details and ensure that they agree to the declaration below.

Contact Details

Name and Surname \_\_\_\_\_

Bank Code \_\_\_\_\_

Account Number \_\_\_\_\_

Amount \_\_\_\_\_

ID Number \_\_\_\_\_

Address \_\_\_\_\_

Abbreviated Name as it will appear on your statement \_\_\_\_\_

Pay Date \_\_\_\_\_

Contract/Agreement Number \_\_\_\_\_

**Declaration**

Do you authorise \_\_\_\_\_ to issue and deliver payment instructions to your Banker for collection against your Bank account on condition that the sum of such payment instruction will never exceed your obligations as agreed in your contract/agreement?

This method will commence effective **<date>** and will continue monthly, bi-monthly, three monthly, six monthly, annually, weekly, bi-weekly **<select the appropriate option>** thereafter until your obligation has ended or the Authority and Mandate is terminated by yourself in writing by giving us notice of not less than one month/week.

In the event that the payment day falls on a Sunday, or recognised Namibian public holiday, the payment day will automatically be the preceding ordinary business day.

Payment instructions due in December may be debited against my account on \_\_\_\_\_.

If there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account. <sup>1</sup>

This Authority and Mandate may be cancelled by me/us however; such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you may have withdrawn while this Authority was in force, if such amounts were legally owing to you.

The Authority and Mandate may be ceded or assigned to a third party only if the Agreement is also ceded or assigned to the third party.

Mr/Mrs/Miss \_\_\_\_\_ we will confirm your Authority and Mandate in writing prior to processing the debit order against your account.

Mr/Mrs/Miss \_\_\_\_\_ do you understand and accept what I have read to you? **(Yes/No)**  
If you have any questions or complaints, please contact \_\_\_\_\_ on \_\_\_\_\_.

Thank You  
Goodbye

**No User may process payment instructions in terms of this mandate against the accountholder's account unless prior confirmation has been sent to the accountholder, as specified in the respective Terms of Use.**

<sup>1</sup> ***EFT Users may not use the tracking option and must exclude the option from their Authority and Mandate.***

## SECTION 13: APPENDIX E: SPECIMEN AND MINIMUM REQUIREMENTS FOR NOTIFICATION OF CESSION OR ASSIGNMENT

### Appendix E

#### Specimen and Minimum Requirements for Notification of Cession or Assignment

Date

Name and Surname

Contract / Agreement Number

Current User Abbreviated Name

New Abbreviated Name (*which will appear on your statement*)

Commencement / Pay Date

Amount

User Contact Details

Email Address

