

CONSENT TO PERFORM CREDIT CHECK AND/OR LIST DEFAULT PAYMENT

(In compliance with the Protection of Personal Information Act, 4 of 2013 "POPIA")

I, the undersigned, hereby:

1. Acknowledge and confirm that I have been informed of the purpose for which my personal information is required and will be used, namely for credit assessment, verification, and/or the listing of default payments.
2. Consent to On Time and its duly authorised representatives obtaining, sharing, and processing my personal information, including my credit information, with registered credit bureaus and other relevant third parties, in accordance with the provisions of the National Credit Act (NCA) and POPIA.
3. Acknowledge that should I fail to meet my payment obligations, On Time reserves the right to record such default with a registered credit bureau, which may negatively affect my credit profile.
4. Understand that I have the right to:
 - Request access to my personal information held by On Time;
 - Request correction of any inaccurate, misleading, or outdated information;
 - Withdraw my consent at any time (subject to legal or contractual restrictions).
5. I hereby give my voluntary and informed consent to the above.

Full Name & Surname: _____

ID Number: _____

Signature: _____

Date: _____

Corporate Service Level Agreement – OnTime (Pty) Ltd

CORPORATE SERVICE AGREEMENT

1. PARTIES

This Service Level Agreement (“Agreement”) is entered into between:

OnTime (Pty) Ltd (Registration number: [●]) (“OnTime”)

and

[Body Corporate / Homeowners Association Name] / Rental Agent / Agency (Registration number: [●]) (“the Body Corporate”).

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to appoint OnTime as a service provider to assist the Body Corporate with the administration, validation, and reporting of levy payments and defaults to a registered credit bureau in compliance with applicable South African legislation.

3. SCOPE OF SERVICES

OnTime shall provide the following services:

- Receive levy arrears data submitted by the Body Corporate
- Verify completeness and format of submitted data
- Issue statutory notices where required
- Facilitate dispute handling and resolution processes
- Submit qualifying defaults to a registered credit bureau
- Maintain audit trails and reporting records

OnTime shall not:

- Determine liability for the debt
- Collect payments on behalf of the Body Corporate
- Act as a debt collector or legal representative

4. BODY CORPORATE / AGENT RESPONSIBILITIES

The Body Corporate / Agent warrants that the levy debt is lawfully due and payable, the debtor has been properly invoiced and notified, authority exists under its rules and trustee resolutions, and all data supplied is accurate.

5. DUE PROCESS & NOTICE

Before any credit reporting occurs, written notice of default must have been issued, the debtor afforded an opportunity to remedy, informed of potential credit reporting, and given access to a dispute mechanism.

6. DISPUTE MANAGEMENT

Disputed accounts will be suspended from reporting pending resolution. The Body Corporate remains responsible for dispute resolution. OnTime acts only on written instructions.

7. DATA PROTECTION & POPIA

Both parties shall comply with POPIA. Data will be used solely for the stated purpose and safeguarded using reasonable technical and organisational measures.

8. INDEMNITY

The Body Corporate / Agent indemnifies OnTime against claims arising from incorrect data, lack of authority, failure to follow due process, or misrepresentation.

9. LIMITATION OF LIABILITY

OnTime's liability is limited to direct damages arising from gross negligence or wilful misconduct and shall not exceed fees paid in the preceding 12 months.

10. TERM & TERMINATION

This Agreement commences on signature and may be terminated on 30 days' written notice or immediately for breach or unlawful conduct.

11. GOVERNING LAW

This Agreement is governed by the laws of the Republic of South Africa.

12. SIGNATURES

Signed at _____ on _____

For OnTime (Pty) Ltd

Name: _____

Signature: _____

For the Body Corporate

Name: _____

Signature: _____