

DEPARTMENT OF TRADE AND INDUSTRY

NOTICE 8 OF 2018

*This Fee Guideline has been published in the Government Gazette on this 12<sup>th</sup> day of January 2018 and is open for public comment. Please send your comment within 30 days to [compliance@ncr.org.za](mailto:compliance@ncr.org.za)*

**FEE GUIDELINE  
AND SCHEDULES  
PURSUANT TO  
THE GUIDELINE IN  
TERMS OF  
REGULATION  
19(13) OF THE  
NATIONAL CREDIT  
ACT, 34 OF 2005,  
AS AMENDED**

001/2018

12 JANUARY 2018

## **FEE GUIDELINE AND SCHEDULES PURSUANT TO THE GUIDELINE IN TERMS OF REGULATION 19(13) OF THE NATIONAL CREDIT ACT, 34 OF 2005, AS AMENDED**

This Fee Guideline is issued pursuant to the Guideline issued by the National Credit Regulator in terms of Regulation 19 (13) on 3<sup>rd</sup> November 2017 ("the 19(13) Guideline") and is applicable to all credit providers, all credit bureaux and data providers as defined in the Guideline.

**PURPOSE OF THIS GUIDELINE:** This Fee Guideline prescribes the fees payable to SACRRA for: i) the onboarding of credit and data providers, ii) the maintenance and use of the Data Transmission Hub, and iii) the monitoring and reporting of all data submitted via the Data Transmission Hub to the credit bureaux.

### **1. Definitions pursuant to this Fee Guideline**

**[Unless otherwise herein defined, definitions of terms are as set out in the 19(13) Guideline].**

"Maintenance fees" means the fees payable annually for the usage and maintenance of the Data Transmission Hub, data format and reporting to the NCR in terms thereof.

Any reference to hours or days in this Fee Guideline shall mean hours in a business day, or business days, respectively.

### **2. Onboarding fees**

2.1 Onboarding fees do not apply to any SACRRA member or any other person who is currently submitting data to the credit bureaux via the Data Transmission Hub.

2.2 The onboarding fees for credit providers in categories 1-5 and data providers are set out in Schedule 1 hereto;

2.3 The onboarding fees for Categories 6-9 will be prescribed in December 2018 by way of Schedule 2 hereto.

### **3. Onboarding process**

3.1 All credit providers in Categories 1 - 5 and all data providers who have completed the initial assessment process and have paid the corresponding assessment fees, must commence the onboarding process with the SACRRA with effect from 15<sup>th</sup> January 2018.

3.2 The onboarding of credit providers in Categories 1-5 and all data providers must be complete by no later than 30<sup>th</sup> November 2018.

*Disclaimer:*

*While the NCR has taken reasonable care to ensure the factual accuracy of this Guideline, it cannot guarantee such accuracy, especially with regards to future events. Accordingly, NCR does not accept any liability for damages incurred by any party as a result of decisions or actions taken pursuant to this Guideline.*

3.3 Any credit provider in Category 1-5 and any data provider who has completed the onboarding process prior to 2019, may commence with submission of credit information to the credit bureaux prior to the finalisation of the fee structure for the maintenance and use of the Data Transmission Hub and the layout, subject to:

3.3.1 Due approval by the SACRRA; and

3.3.2 Payment of maintenance and usage fees for the Data Transmission Hub, the layout and reporting to the NCR, in an amount equal to the pro-rata fees payable by SACRRA members for 2018 with effect from the date of commencement of submission of data.

3.4 Any credit provider, data provider or credit bureau who provides or receives credit information via the Data Transmission Hub and who is not a member of SACRRA and/or the Credit Bureau Association respectively, will pay a fee equivalent to the respective SACRRA and Credit Bureau Association fees applicable in 2018 to obtain access to the Data Transmission Hub, the data format, maintenance and amendment thereto, and any required reporting to the National Credit Regulator in terms of the 19 (13) Guideline.

#### 4. Maintenance Fees payable

4.1 Maintenance fees are mandatory for all credit and data providers who provide credit information to credit bureaux via the Data Transmission Hub, and for all credit bureaux who receive credit information via the Data Transmission Hub.

4.2 Maintenance fees will be payable by all credit providers, data providers and credit bureaux to the SACRRA with effect from 15<sup>th</sup> January 2019 in accordance with the applicable fee categories.

4.3 The maintenance fees payable will be published by way of Schedule 2 hereto, on or before 15<sup>th</sup> December 2018.

#### 5. Restrictions and Penalties

##### 5.1 Assessment and Onboarding Fees and Process

5.1.1 All credit providers in Category 1-5 will be restricted to accessing credit bureau information via an online mechanism only, until such time as they have paid the assessment and onboarding fees and have completed the onboarding process.

5.1.2 The NCR may take enforcement action against any credit provider who fails to commence the onboarding process by 30<sup>th</sup> June 2019.

5.1.3 Provided that a data provider has paid the applicable assessment and onboarding fee, the data provider will have conditional online access to payment profile information for a period of three months, subject to the due completion of the onboarding process within the 3 month period.

5.1.4 No data provider will have access to any information via batch until such time as they commence with submission of their book of credit information, as approved during the onboarding process.

5.1.5 The SACRRA will provide a list to the credit bureaux and NCR on a monthly basis to enable them to monitor the access to credit bureau records as set out in 5.1.1 –5.1.4, by providing:

- a) A list detailing all credit and data providers who have paid their assessment fees and commenced the onboarding process;
- b) A list detailing all credit and data providers who have been successfully onboarded by the SACRRA, indicating the applicable onboarding date;
- c) A list of all credit and data providers who have commenced submission of credit information to the credit bureaux in any given month
- d) A list of all credit and data providers who are subject to the restrictions set out in 5.1.1, 5.1.3 and 5.1.4.

## 5.2 Maintenance Fees

5.2.1 Any credit or data provider or credit bureaux who fails to pay its annual maintenance fee within 30 days will be subject to suspension of their access to the Data Transmission Hub for a period of 30 days. If the annual maintenance fees have not been paid before the expiry of 60 days, their access will be revoked;

5.2.2 Any credit provider or credit bureaux who fails to pay its maintenance fees before the expiry of the 60-day period set out in 5.2.1 above, will be reported to the NCR for immediate enforcement action.

## 6. **Effective date**

This Guideline is effective immediately in accordance with the timeframe set out herein.

### **FURTHER INFORMATION**

Please contact Ms Mpho Mackenzie via email on [mackenziem@ncr.org.za](mailto:mackenziem@ncr.org.za) or by phone on

**011 554 2898** should you have any queries.

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## SCHEDULE 1

The onboarding fees applicable to all data and credit providers are as follows:

### Credit Providers

|             |         |
|-------------|---------|
| Category 1  | R37,000 |
| Category 2  | R35,000 |
| Category 3  | R33,000 |
| Category 4  | R33,000 |
| Category 5* | R10,000 |

### Data Providers

|        |         |
|--------|---------|
| Large  | R37,000 |
| Medium | R25,000 |
| Small  | R10,000 |

**Category 5\* are encouraged to join a SAC CRA Affiliate Led Group if the volume of records permit**

**KINDLY NOTE THAT THE CATEGORIES ABOVE MAY BE AMENDED BY THE NCR UPON FINALISATION OF THE ASSESSMENT AND ONBOARDING PROCESS**

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