
AFFIDAVIT

I, the undersigned

Hendrik Johannes de Beer

ID 5909215116085

do hereby make oath and say:-

1. Introduction:-

1.1. I am a former Bank manager that specialised in taxi finance at a National level at two large commercial Banks. During my banking career spanning 27 years I was also a regional credit manager specializing in reckless lending practices that assessed Bank manager`s lending within various provinces. I analysed corporate financials for credit lending purposes that incorporated creative accounting practices.

1.2. I was seconded by Absa to Santaco (South African National Taxi Counsel) during 2003 to develop in conjunction with the taxi industry, a computerised assessment model to analyse route viability. By the time I left Santaco during 2009 it spanned in excess of 2 500 taxi routes nationally. The same model is still in operation and was told that it is running on about 4 000 taxi routes. It is important to note that not all of these routes analysed are viable for finance purposes.

1.3. The assessment principle was adopted by the 4 largest commercial banks with the exception of SA Taxi Finance Solutions (Pty) Ltd (SATF), a private money lender that had their own flawed model, unduly inflating route viability to unrealistic values.

1.3. The inflated income potential assigned to routes ensured rapid growth within SATF, as an NCR approved Developmental Credit provider. SATF with their flawed route viability model was able to secure finance on almost every transaction declined by the 4 Commercial Bank`s ethical credit principles.

1.4. The 4 JSE listed Commercial Banks has to have stringent credit quality audits on an annual basis to ensure ethical lending backed by sound financial principles. These audits not only protect their investors and shareholders to potential financial losses, but their consumers as well against reckless lending practices.

1.5. Taxi finance in general is by far the most sought after of banking business as it generates an above average high ROE (Return on Equity) due to various factors. Although highly profitably it also is of the highest of risk segments in the banking sector should strict guidelines not be implemented and followed rigorously.

1.6. Manipulation of taxi route info and interpretation thereof is of the highest risk factors. Electronic distance measurements and hidden formulas ensures accurate and realistic assessments. Affordability due to non-viable routes and poor credit records are the two main reason why most of taxi transactions at reputable commercial Banks are declined.

1.7. As an uncontrolled NCR registered Developmental credit provider SATF has a license to exploit these strict Bank filters with bait marketing practices such as quote **“SA Taxi Finance Loan up to R500 000 available right now... no Credit Checks, Fixed Interest Rates, Blacklisted Welcome...”** unquote ***internet extract of national advertisement enclosed Annexure A.1.***

1.8. Upon a recommendation from the Public Protector`s office I have noticed on SAFLII that SATF is inundated with reckless lending challenges with virtually no debt counsellor or NRC legal persona able to beat them on an open legal forum at the expense of many unfortunate taxi owner`s livelihoods. Deducting from the SAFLII cases I have observed SATF saves no costs in appointing specialised SC Advocates to represent them in Debt Counsellor related taxi cases against financially strained unsophisticated taxi owners that were lured by SATF deceptively upholding their inflated and inaccurate financial route assessments under oath in court.

2. Background:-

2.1. On or about 20 April 2013 **Miss Fakazile Nancy Matshoba**, an unemployed Xhosa speaking lady residing in Rustenburg responded to an advertisement placed by I&S Motors at de Deur near Vereeniging in a local paper.

2.2. Her boyfriend phoned I&S Motors and was given directions to the dealership.

2.3. Miss Matshoba and her boyfriend wanted to buy a taxi as it was perceived by them to be a lucrative business. As Miss Matshoba was unemployed, had no credit references, no bank account and no driver`s license, her boyfriend Mr. Henry Mbhelebhele applied for the finance with SA Taxi Finance. He had an old 1999 Nissan Sani that he wanted to trade as a deposit on the taxi. An amount of R30k was agreed upon.

2.4. The unemployed Mr. Mbhelebhele`s credit application was declined as he had adverse recorded against his name and was a first time taxi buyer with no taxi route or Operating license. A solution to this problem was proposed by the SATF endorsed F&I staff member as will be discussed in Item 3 – the credit application.

2.5. The dealer in question turned out to be “Serviplex 122 cc T/A Taxi Centre (repo loan account)” They were marketing SATF repossessions as their name indicated. It was noted upon validations done by me during 2018 that Serviplex 122 cc was liquidated. I did question SATF in my letter of 2018-02-19 but they have refused to respond – ***internet extract enclosed Annexure B.1 .***

3. Credit Application:-

3.1. Miss Matshoba could only apply for the taxi finance in her name. The condition posed to them was that her boyfriend Mr. Mbhelebhele sign a document compiled by the dealer that he has sold his trade in vehicle to Miss Matshoba in cash. Her ID and address were requested. She was asked to sign a blank application form for finance with her information to be typed in on an afterwards basis – ***signed application enclosed Annexure C.1.***

3.2. Miss Matshoba supplied no proof of residence as is compulsory in SATF`s taxi credit policy enclosed. According to the signed application form Miss Matshoba had no period of time at the residence recorded as well. No previous address was obtained either. Mr. Mbhelebhele RDP address and proof were submitted with SATF`s credit failing to notice it either – ***credit policy enclosed Annexure D.1.***

3.4. Miss Matshoba had no Bank account with bank statements to monitor her deposits and withdrawals over a period of time although it appears not to be a major credit requirement of SATF. She had no credit record as well to establish “a reasonable credit history” as stated in their **credit policy reflected in Annexure D.1.**

3.5. As an unemployed no employment or previous employment record was required as it was not a credit requirement of SATF.

3.6. Miss Matshoba nor Mr. Mbhelebhele never belonged to any taxi association in North West or Gauteng. They stated that they could not supply an introductory letter from any taxi association or existing Operating Licence linked to a route annexure attachment. **This was a credit requirement of SATF as stated in Annexure D.1.**

3.7. A nearest relative was recorded by the dealer on her signed application form. SATF’s credit department failed during their validations to notice that Mr. Moagi had no physical address recorded. When phoned on his cell he confirmed to me not to know Miss Matshoba nor Mr. Mbhelebhele from a bar of soap. He stated to me that he lived on the East Rand. Miss Matshoba and her boyfriend have never heard of Mr. Moagi or have any friends in Gauteng.

3.8. I have several similar incomplete / blank SATF signed applications on record. SATF relies heavily on their compulsory tracking unit in the taxi to immediately trace and recover their asset on default. With the equity in their vehicle and deposit in hand following a quick repossession and refurbishment, this may appear to be a good business model but it has destroyed countless livelihoods in the process where the overcommitted taxi owner and his family are left destitute – copies available on request.

4. Vehicle details and description:-

4.1. The “fake” taxi sold to Miss Matshoba 2013 was a 3rd generation SATF repossession sourced and financed by SATF. This 2007 model Toyota Quantum Panel van was illegally converted to a taxi during 2007. SATF’s CEO testified during a Public Protector’s hearing in 2015 that they were indeed aware of this illegal practice since 2008. It was twice repossessed by SATF from other taxi owners before being sold to Miss Matshoba as a 16 seater taxi. – **eNatis printout enclosed Annexure E.1.**

4.2. The signed Contract quotation dated 2013-04-29 and statement of account issued on 2018-04-09 forwarded by SATF to the NCR was specific – SATF was well aware that the taxi in question is a fake Panel van conversion as the description is that of a quote “**Toyota Panel van** low roof – Petrol” and “**2007 Toyota Panel** van low roof – Petrol” unquote respectively. - **Quotation enclosed Annexure F.1. and Statement of account enclosed Annexure F.2.**

4.3. Why does SATF sell and finance their repossessed overpriced 3 seater Toyota Quantum Panel vans to prospective unsophisticated taxi owners? To do what with? - it only has an empty goods compartment. The low roof taxis may not be sold and financed as a taxi as they have all been excluded from DoT’s Taxi Recapitalization Program (TRP).

4.4. The National Road Traffic Act (NRTA) No. 93 of 1996, Part V, Item 250 is specific quote “No person shall on a public road carry *any person for reward in the goods compartment* of a motor vehicle” unquote – **copy of page enclosed Annexure G.1.**

4.5. SATF entered knowingly and with intent into an illegal finance agreement with an unsophisticated 1st time taxi owner for undue and huge financial gains.

6. Pricing:-

6.1. Although the price of R246 059 was recorded on the application form, this “fake” taxi was sold at the excessive price of R283 576 with a R30 000 deposit – ***copy of finance agreement enclosed Annexure H.1.***

6.2. The book value of this 2007 Panel van is R67 100 trade and R77 800 recommended retail. The new list price of this vehicle during 2007 was R193 600 VAT incl. This amounts to an amount of R205 776 above the recommended selling price prior the interest – indeed lucrative finance business in deceiving an unsophisticated, unemployed 1st time buyer with a 3rd generation SATF repossession taxi of little value – ***copy of dealer guide enclosed Annexure I.1.***

7. Finance Agreement / contract:-

7.1. Miss Matshoba`s SATF finance agreement is utmost confusing and deceptive. It speaks of a Lessor and Lessee which indicates that this agreement should be a lease or rental. The monthly repayments are deceptively referred to as “instalments” and not rentals. Instalments are linked to instalment sale agreements with silent ownership at the end of the agreement.

7.2. Miss Matshoba`s SATF`s rental agreement however has an additional criteria option for the taxi owner to purchase the goods at the end of the agreement at a nominal value but only if the Lessor agrees to it – ***buyback option enclosed Annexure J.1.***

7.3. Rentals differ from instalment sale agreements as immediate repossession on default is legally allowed. The normal 3 month legal criteria to repossess due to default on an instalment sale agreement does not apply for rentals which is the back bone and sole contract method of SATF`s collection model. It secures a quick turnover of customers that has to justify the R19m taxi refurbishment plant erected by SATF at their Head Office in Midrand – ***finance agreement enclosed Annexure K.1.***

7.4. By SATF`s own admission their Taxi Mart outlets are currently the largest refurbished “used taxi” retailer and financier with a National footprint throughout South Africa.

7.5. Rentals are similar to an AVIS rental transaction – you never own the vehicle and should you fall in arrears with your SATF account the vehicle can be repossessed legally immediately a day later without the lengthy legal processes as prescribed by the act on instalment sale agreements.

7.6. Miss. Matshoba`s contract rate was recorded at 22% linked to prime although the rate on her application form was deceptively recorded as a fixed rate. The prime rate during 2013 was recorded at 8.50%. This points to an excessive rate of Prime plus 13.5% linked. It is possible that SATF factored the high risk expressed by Miss Matshoba`s non-existent credit profile into this rate – ***rate chart 2013 enclosed Annexure L.1.***

7.7. The latest statement of account supplied by SATF reflects a current interest rate of 23.5% with the current Bank prime rate at 10% - ***copy enclosed Annexure M.1.***

8. Letter of Association

8.1. A fake, non-validated Letter of Association (LoA) was deceptively forwarded by SATF to the NCR claiming that “Mrs” F.N. Matshoba is a SATF validated member of the Nanduwe Taxi Association.

8.2. It is obvious that SATF’s credit department may have failed to confirm the information on the letter irrespective of the verification by their F&I consultant on the letter. The telephone numbers on the letter does not exist.

8.3. The “Chairman” and the “Secretary” shares the same “fake” cell. number – highly unlikely in the real taxi world.

8.4. The 2 taxi routes were not stated by Nanduwe Taxi Association in their letter as is the norm – ***copy of letter and my validations on the LoA enclosed Annexure N.1***

9. Operating License

9.1. The Operating License for Miss. Matshoba supplied by SATF to the NCR had several and obvious discrepancies - ***copy of the fake document enclosed Annexure O.1.***

9.2. The taxi routes for 2 taxis in Nanduwe Soweto Gauteng “approved” for Miss. Matshoba are some 250km from Rustenburg in North West.

9.4. The route on the back of the Operating License should be similar to the route analysis conducted by SATF although none of the documents supplied had any attachments of these route as there was indeed no Operating Licence forwarded by SATF. In a Commercial Bank this will be regarded by Credit managers and Branch Quality Inspectors as unacceptable lending and reckless. I have legal Operating Licenses with routes available on record as samples for the Tribunal.

9.5. Miss Matshoba nor the unemployed Mr. Mbhelebhele had any idea where Nanduwe is situated – Mr. Mbhelebhele resided since 1988 in Rustenburg where he worked at Xstrata mines till his medical retrenchment during 2005. He owns an RDP house in Boitekong.

9.6. Nanduwe Taxi Association management will never allow for a resident of Rustenburg to operate a route in their area of responsibility.

9.7. Two perceived viable Nanduwe routes were deceptively supplied by SATF to the NCR – as stated it is highly unlikely as not even a single route would have been granted to a resident of North West.

9.8. The “Taxi Operating Licence” accepted by SATF Credit is by visual deduction a “fake” ***written permission*** and not a valid Taxi Operating License as required with no route information linked to it.

9.8.1. The VIN number of the taxi on the written permission differs from the vehicle in question indicating to that of a fraudulent document overlooked by SATF’s credit manager.

9.8.2. The written permission refers to a “Replacement” transaction – a first time application will refer to the “Be Legal” box. From own experience those transactions have an almost zero chance of success.

9.8.3. Miss Matshoba as first time buyer could never have been a “Replacement” transaction as she as unemployed never had an Operating licence before.

9.8.4. The receipt printout was clear “This receipt does not authorise the conveyance of passengers” – how did SATF expect her to generate an income from day one to pay off her taxi debt?

9.9. I have received the iPhone screenshot verification from Nonhlanhla Dube, Director : Operating Licensing. She has forwarded this message to the PA of the Director Compliance eNatis DoT upon my request to him – Ms. Dube has confirmed the document to be a fake as Mr. Ngqola was never part of the Operating Licensing Board and therefore not mandated to sign – **enclosed a copy of the Director : Operating Licensing Annexure P.1.**

9.9.1. The NCR indeed did their own validation but refused me the outcome of it deducting that they may have wanted to protect SATF of incriminating information supplied to me from the Operating License Board. The NCR`s Legal Advisor was well aware that I was mandated to act on Miss Matshoba`s behalf from the outset and therefore entitled to that information for the Tribunal – a firm condition of the NCR prior me lodging a complaint.

9.9.2. The NCR was unaware that I already had my own validations done through the executive channels at DoT. Action such as these from the NCR as expressed in the previous paragraph may be perceived as being bias towards SATF as their registered Developmental Credit Provider and is seen in a dim view.

9.9.3. *The NCR to take note that I am not a taxi operator as they have indicated in their letter* – I do however admire taxi owner`s entrepreneurial skills and ongoing tenacity in an extreme difficult and increasingly competitive market that is forming the backbone of our economy - **enclosed a copy of letter from the NCR`s Legal Advisor Annexure Q.1.**

9.10. Proof once again that SATF`s credit department validations have failed the most basic of finance principles that may justify a close look into their business model and dealings as an NCR registered Developmental Credit provider.

10. SATF Route viability analysis:-

10.1. The viability study conducted by SATF on behalf of Miss. Matshoba`s relating to her non-existent route is unrealistic and holds no substance – enclosed is 2 dubious route calculators submitted to the NCR whereby Miss Matshoba`s income / affordability was deceptively verified.

10.2. There is no taxi route in South Africa that is generating a Turnover of R63 360 per month with a perceived nett profit of R51 960 per month for a paid up taxi.

10.3. SATF submitted to the NCR a second Nanduwe route with different but also unrealistic calculations for Miss Matshoba. This route had a Turnover of R52 800 per month with a nett profit of R42 800. By deduction it appears from the copy that numbers were erased and altered as their basic calculations were incorrect as well.

10.4. The Tribunal to consider in instructing SATF`s senior credit manager or actuary to visually explain their viability model and allow me to question them in person as a taxi credit specialist – I will come prepared.

10.5. Deducting from close observation – the handwriting relating to the information captured by the individual on the unsigned SATF application form is identical to those on the two SATF route information documents.

10.5.1. In no offence to Miss. Matshoba - it is highly unlikely that an unemployed Xhosa speaking woman from Rustenburg would have had the mental / intellectual ability as a first time taxi owner to have memorised the accurate details of two routes operating from Nanduwe Soweto to different taxi ranks in and around Gauteng linked to specific pricing, number of trips and operational expenses.

10.6. It is also impossible that Nanduwe Taxi Association would have allocated two different unrealistically viable routes to a first time buyer from Rustenburg in a highly competitive environment subjected to taxi wars as a result of the overutilization of routes – sources Ms. Ndaba Chairman and Mr. Nzimande Deputy Chairman Top Six.

10.7. It is unfortunate that the management of SATF has the sheer arrogance to forward such deceiving inaccurate information to the NCR well knowing that they as legal persona may lack specialised financial skills to interpret and evaluate complexed taxi operational information accurately.

10.8. The cut and paste viability study conducted by the NCR on behalf of SATF for Miss. Matshoba does not deserve a comment. The route calculation forwarded to me lacks substance, is unrealistic and is inaccurate. - *see copy of letter from NCR's Legal Advisor Annexure R.1.*

10.9. I was informed in writing by the NCR during 2018 (e-Paper trail available on request) and in no uncertain terms that SA Taxi Finance Solutions is in fact a “developmental credit provider” – they are also legally excluded from any reckless lending practices since 2014. SATF has now an NCR license to ruin unsophisticated taxi owner`s lives with nobody to legally challenge the quality of their lending.

10.10. Developmental credit should finance cash flow over the short to medium term to fund production costs for SME`s – not over prized depreciating assets linked to a high risk and hostile industry over a long term period of up to 72 months.

10.11. None of the 4 Corporate Banks have requested Developmental Credit immunity for their taxi business. They are bound as JSE listed companies to sound financial and ethical credit principles open to scrutiny by anyone at any time.

10.12. SATF`s business empire is built on unmonitored reckless lending practices and above average high repossession figures in relation to commercial Banks over the years. They have erected a state of the art R19m taxi refurbishment plant at their head office in Midrand. The purpose thereof is to renovate their high number of daily repossessions to be sold in house at their Taxi Mart outlets that have a national footprint of second hand taxi sales and almost guaranteed inhouse finance.

10.13. Although a good business model it comes at a price that destroyed thousands of unsophisticated taxi owners lives such as Miss. Matshoba that robbed them of their hard earned savings in deposits and finance repayments. It leaves them stranded after a few months as they cannot afford the high payments committed to as a result of over optimistic and inaccurate SATF route viability calculations.

10.14. I challenge SATF`s senior credit managers / actuary to visually come and explain their business model in a logical manner to the tribunal on what entails their route calculations – the Tribunal should allow me to question their calculations backed by factual and accurate counter information based on actual deals recorded.

10.15. If requested I will present the Tribunal with many additional over optimistic route viability studies on record conducted by SATF for various taxi owners who could not make ends meet over the short term.

10.16. SAFLII cases recorded against SATF relating to reckless lending cases is shocking. Unfortunately, there are very few experienced financiers in South Africa that can challenge SATF`s credit experts on their outright flawed taxi business model.

11. Insurance:-

11.1. I enclose a letter from Clarendon Transport Underwriters dated 7 July 2009. They are regarded as by far the biggest, most successful and profitable taxi underwriter in South Africa. The Managing Director has confirmed that claims will not be met where the approximate cause of the accident is due to the **illegal conversion**, the possibility exists that the claim will not be met. Repudiations were recorded by me as a result of his statement. Mr. Fivas also delivered the same message during a hearing in the Western Cape Parliament where SATF was present – **enclosed the letter from Clarendon Annexure S.1.**

11.2. Miss Matshoba`s insurance policy underwritten by SATF may therefore be fraudulent as the taxi was an illegal Panel van conversion to taxi and deceptively over insured by R205 776 above the suggested retail price.

11.3. The short wheel base Quantum JFR homologised passenger vehicle approved by Toyota Japan has only a maximum manufacturer`s approved seating capacity of 10 passengers including the driver due to the limited floor space. Miss Matshoba`s “fake” illegal short wheel base Quantum JFH panel van of similar dimensions, had a non-homologised seating capacity of 16 including the driver – these overloaded illegal conversions are prone to a high number of single vehicle fatal accidents recorded. I have a personal record of 166 such accidents many fatal, for illegal Quantum taxis linked to photographs and confirmative police reports – SATF financed “fakes” accounted for a substantial number.

12. Summary:-

12.1. Miss Matshoba had to operate her taxi as a “Pirate” taxi transporting shift workers late at night and in the early morning hours amongst the mines in Rustenburg to repay her SATF debt. She was unable to secure an operating license from any of her local taxi associations. She was one of the very few pirate taxi owners who was able to get away with it due to the odd hours of operation and outlying mines of Rustenburg.

12.2. During a routine service maintenance February 2018, her mechanic Mr. Pretorius noticed stress fracture cracks on the body of her Quantum taxi that has posed a real life danger – **photos enclosed Annexure T.1.**

12.3. He took her taxi immediately to the local testing station where they outright failed the vehicle. He was made aware that the vehicle in question was indeed a “fake” structural defective illegal / non homologised conversion. Mrs Matshoba`s taxi was also blacklisted by DoT during March 2018 as an illegally converted taxi during a National drive following hearings with the Public

Protector – SATF is well aware of the DoT campaign as they have sourced and financed a substantial portion of the 2 000 illegal conversions blacklisted – ***letter from DoT enclosed Annexure U.1.***

12.4. Illegal Quantum taxi vehicle registrations were identified and admin mark blocked on the eNatis system resulting in huge financial losses for the unsuspecting taxi owners and their families who could not operate their taxis any more – Banks and SATF refused to assist affected taxi owners such as Miss. Matshoba as they as industry blamed the government and Toyota SA for the mess – additional proof available on request – I have in excess of 300 affected taxi owners on record.

12.5. Miss Matshoba when made aware of the structural cracks refused to let it operate as a taxi with a commendable understanding in relation to duty of care. She felt that it was not in the best interest of her passenger's safety to subject her passengers to structural defects endangering their lives. Despite informing SATF in writing during Feb. 2018 and thereafter, they refused outright to assist her prompting this Tribunal after a lengthy process involving the NCR.

12.6. Miss Matshoba was subjected to immense harassment with telephone calls during the day, late at night and over weekends. SATF was well aware that I was mandated to act on her behalf as they held the proxy letter but refused outright to speak or communicate in writing to me.

12.7. Miss. Matshoba lacked the financial ability to employ a specialist legal persona. One of the quotes I received was from a specialist contracts lawyer requesting a guarantee of R1.5 m for them to proceed with a case in the High Court – they were positive of the outcome as is the sales pitch of any lawyer but they were not prepared to do it Pro-bono as “they have many mouths to feed at home”.

12.8. SATF was from the outset during February 2018 aware that the vehicle in question was held by the mechanic Mr. Pretorius who had a lien on the vehicle. After my letter of 2018-02-19 SATF almost immediately made contact with Mr. Pretorius by satellite tracking their vehicle and visited his premises frequently up until August 2018 where the taxi was stored. They were unable to secure a lien settlement with Mr. Pretorius. During August 2018 SATF obtained a court order in the Maheking High court to collect their vehicle without paying the lien owed to Mr. Pretorius.

The Public Protector's final report on the illegal conversion of Quantum panel vans following a 7 year systemic investigation was issued 28 March 2019 – Prescription for all of the affected taxi owners such as Miss Matshoba started on this date. ***The PP's 136 page report is available on the internet – enclosed the front page for reference purposes Annexure V.1.***

13. Compensation / Refund – Contractual claim calculated till April 2020:-

Calculated refund and as at April 2020 - SATF's excessive contract rate of Prime plus 13.5% to apply from inception during 2013 till settlement on the following:-

13.1. Miss Matshoba seeks a full refund of all her monies paid from SATF till February 2018 at R466 332 This amount includes all of her insurance premiums that was qualified by a reputable taxi insurer in writing. Miss Matshoba was also overcharged in relation to her “fake” taxi's confirmed market value

13.2. Miss Matshoba's deposit of R30 000 paid at inception must be refunded at her SATF contract rate of Prime plus 13. 5% The average rate over the period was 22%, PV= R30k, n= 84, ans FV = **R137 999.62**. SATF had the investment benefit (ROA) of her deposit since April 2013.

13.3. R466 332 – SATF had the investment benefit (ROA) of all her payments made since February 2018 at contract rate of 23.5%, $PV=R466\ 332$, $n= 26$, and $FV = R772\ 122.37$ ($R466\ 332 +$ penalty interest $R305\ 122.37$) for undue delays caused by SATF since Feb.2018)

13.4. Loss of income x 26 months. **SATF viability nett estimate for a paid up taxi = R51 000 pm** on which Miss Matshoba`s taxi business was assessed during 2013 - Total = **R1.326 000** (Miss. Matshoba was legally not allowed to operate her “fake” Quantum taxi since Feb 2018. She subsequently lost her only source of income and business amongst the miners to another taxi owner that took over her function as a result.)

13.5. Total refund to Miss Matshoba:- Pmts = R466 332 + Interest penalty R305 122.37 @23.5% NACM + Deposit FV R137 999.62 + Loss of income R1 326 000 = **R2 235 453.99**

13.6. SATF to de-register the taxi from Miss. Matshoba`s name and pay the administrative penalty applicable since Feb. 2018 at the Rustenburg Licensing Office.

13.7. H. de Beer commission @ 25 % payable by SATF = R558 863.50 as stated in a letter dated 2018-02-19 acknowledged by SATF – refer to **SATF`s agreement clause 8.7** – should the lessee Ms. Matshoba have been in breach of her agreement, she would have been liable over and above for amongst other **quote “all costs, expenses and disbursements incurred by the Lessor, including but not limited to costs, storage costs, legal costs, refurbishment costs and all other charges of like nature etc.”** – Miss Matshoba honoured her agreement with SATF without default till proven beyond any doubt on or about 2018-02- 19 that her taxi was indeed a fake that may endanger her passenger`s safety – she was not the one at fault. Where applicable all payments exclude VAT. **Copy of SATF`s agreement clause 8.7 Annexure W.1.**

13.8. SATF to contact the mechanic, Mr. Pretorius, with an independent mediator to negotiate settlement of his lien up until the court order was issued during August 2018 against Mr. Pretorius by the Mahikeng High court for the taxi to be collected by SATF. Mr. Pretorius is willing to testify at the Tribunal if requested to do so.

14. Miss Fakazile Nancy Matshoba

14.1 Miss Matshoba as an unemployed, unsophisticated first time taxi buyer was failed by SA Taxi Finance Solutions and showed no mercy by them as a deceiving, cunning and greedy Developmental Credit Provider, that knowingly financed a “fake” illegally converted 2007 model structural defective 3rd generation SATF Panel van repossession, excessively priced at R283 576 that was R205 766 over the recommended dealer guide price.

14.2. She has paid SATF R466 000 to date that included interest and an invalid / fraudulent insurance premium. The fact that she had to resort to running an pirate taxi under extreme high risk to honour her debt is commendable and pays tribute to SATF`s poor lending criteria. Her case should rather rate as the exception than the norm to survive so long as SATF records will prove.

14.3. Miss Matshoba is willing to testify under oath providing that a Xhosa translator is available on that day. I will collect her and Mr. Mbhelebele from Rustenburg and return them should their testimonies be required by the Tribunal.

14.4. Since February 2018 their quality of life has taken a dramatic turn for the worse as they are both unemployed and have no reliable transport.

14.5. Miss Matshoba and Mr. Mbhelebhele who is a cripple, is the parents and foster parents for 12 of their own and deceased relative's children whom have passed away over the years.

It is recommended that the Tribunal considers that SATF's Developmental credit status be reviewed following a full audit by finance experts in relation to the quality of their total running book that incorporates their current and past taxi lending since inception as a Developmental credit provider with a special focus on repossessions since inception to date.

It is recommended that the Tribunal considers that the NCR's as well as National Consumer Commission (NCC) prescription period of 3 years from inception is changed to 3 years from the contract agreement's final payment date. Most finance agreement contractual periods of late spans up to 6 years.

Miss Matshoba's case is not in isolation as I have many more similar cases relating to SA Taxi Finance Solutions (Pty) Ltd and associating companies, SA Taxi (Pty) Ltd, SA Taxi Securitisation (Pty) Ltd and Potpale Investments dating back to 2007 on record.

I am familiar with, and understand the contents of this declaration. I have no objection to taking the prescribed oath. I consider the prescribed oath as binding to my conscience.

.....

DEPONENT

I CERTIFY that the Deponent has acknowledged that he knows and understands the contents of this Affidavit which is signed and SWORN TO at _____ BEFORE ME on this day of _____ 2020 the regulations contained in the Government Notice Nos. R1258 of the 21 st July 1972 and R1648 of the 16th August 1977 as amended having been complied with.

.....

COMMISSIONER OF OATHS

FULL NAME:

CAPACITY:

BUSINESS ADRES:

AREA:

