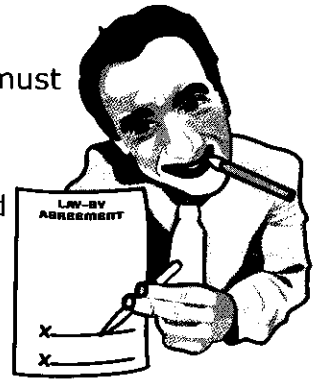
Lay-by means that the seller enters into an agreement with you to keep the goods for you for up to six months while you pay them off.

As with all other credit agreements, lay-by is governed by certain requirements to protect the interests of the consumer and the seller.

THE AGREEMENT ----------

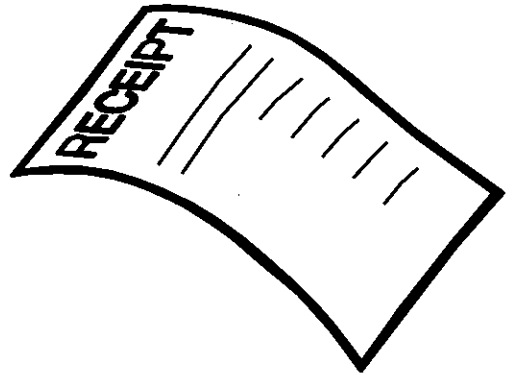
The lay-by agreement between you and the seller must be drawn up in the following way:



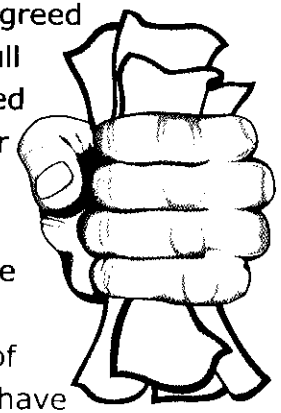
- The agreement must be in writing.
- It must be signed by you and the seller.
- A full description of the article must be part of the agreement.
- The purchase price must be stated.
- The deposit must be stipulated.
- The time in which you agree to pay off the full amount must be stated. This must not be longer than six months.

YOUR RIGHTS ----------

- To receive a copy of the agreement.



- To get a receipt for each payment.
- To receive a statement on request.
- To cancel the agreement at any time.
- If you cancel the agreement, you are entitled to a refund of at least 90 percent of the money you have already paid to the seller.
- If the period you agreed on to pay off the full amount has expired and the seller is for some reason unable to give you the goods you have paid for, you can demand a refund of all the money you have paid as well as ten percent interest per year.



YOUR DUTIES ----------

- To pay the deposit when you sign the agreement.
- To pay promptly at the times stipulated in the agreement.

THE RIGHTS OF THE SELLER --

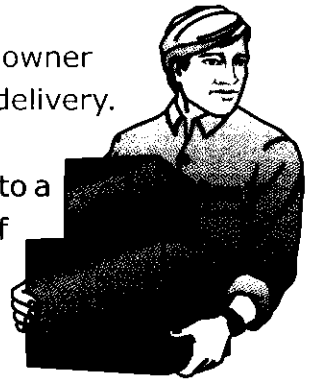
- To be paid on time.
- To sell the goods if you do not pay for it in full.

THE DUTIES OF THE SELLER --

- To give you a copy of the agreement.
- To give you a receipt of each payment.
- To keep a record of the transaction.
- To give a statement containing the purchase price, details of debits and credits and the balance owing, if requested.
- To refund all your money within 30 days as well as 10 percent interest per year. To keep the money in a suspense account.
- To give you 30 days' notice by certified post that he/she wants to cancel the agreements if you do not stick to the agreed terms.
- Not to sell the goods to anyone else during the existence of the agreement.
- Not to change the purchase price.
- Not to demand that you pay for storage.
- Not to demand that you pay any other charges.

REMEMBER! ----------

- You must pay the deposit when you sign the agreement.
- The goods can be delivered to you at any time after the deposit has been paid.
- You become the owner of the goods on delivery.
- You are entitled to a refund of 90% of the money you have paid if the agreement is cancelled for any reason.



SUB DIRECTORATE
CONSUMER SERVICES & FAIR TRADE
PO Box 979 Cape Town 8000

Tel: (021) 483-3049 / 4887 / 3910 / 3256 / 5497
Fax: (021) 483-3483
E-Mail: lspannen@pawc.wcape.gov.za

Lay-By

CONSUMER SERVICES
& FAIR TRADE

BUSINESS PROMOTION & TOURISM

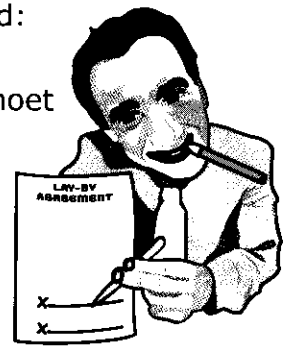
DEPARTMENT OF ECONOMIC AFFAIRS AGRICULTURE & TOURISM WESTERN CAPE

Bêrekoop beteken dat die verkoper 'n ooreenkoms met u as koper aangaan om die goedere vir tot en met ses maande lank vir u te hou terwyl u daaraan afbetaal.

Soos met alle ander kredietooreenkomste moet bêrekoop aan sekere vereistes voldoen om die belange van die verbruiker en die verkoper te beskerm.

DIE OOREENKOMS ----------

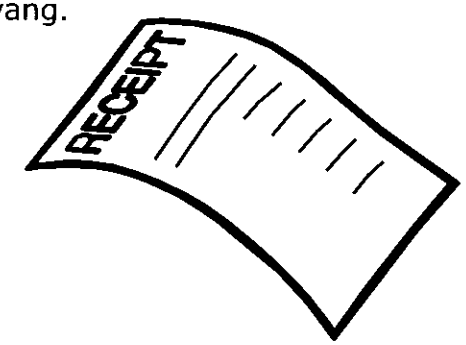
Die bêrekoopooreenkoms tussen u en die verkoper moet op die volgende manier opgestel word:



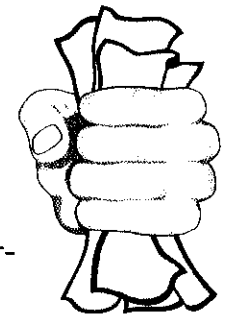
- Die ooreenkoms moet op skrif wees.
- Dit moet deur u en die verkoper onderteken word.
- Die ooreenkoms moet 'n volledige beskrywing van die artikel bevat.
- Die koopprys moet aangedui word.
- Die deposito moet bepaal word
- Die tydperk waarbinne u ooreenkom om die volle bedrag af te betaal, moet aangedui word. Dit moenie langer as ses maande wees nie.

U REGTE ----------

- Om 'n afskrif van die ooreenkoms te ontvang.



- Om 'n kwitansie vir elke paaiement te ontvang.
- Om op aanvraag 'n staat te ontvang.
- Om op enige tydstip die ooreenkoms te kanselleer.
- Indien u die ooreenkoms kanselleer, is u op minstens 90 persent van die geld wat u reeds aan die verkoper betaal het, geregtig.



- Indien die tydperk waarbinne u afgespreek het om die volle bedrag te betaal, verstryk het en die verkoper om die een of ander rede nie in staat is om die goedere waarvoor u betaal het aan u te lewer nie, kan u aandring op die terugbetaling van al die geld wat u betaal het, sowel as tien persent rente per jaar.

U PLIGTE ----------

- Om die deposito te betaal wanneer u die ooreenkoms onderteken.
- Om stiptelik te betaal op die tye wat in die ooreenkoms bepaal word.

DIE REGTE VAN DIE VERKOPER

- Om op tyd betaal te word.
- Om die goedere te verkoop indien u nie ten volle daarvoor betaal nie.

DIE PLIGTE VAN DIE VERKOPER

- Om vir u 'n afskrif van die ooreenkoms te gee.
- Om vir u 'n kwitansie vir elke paaiement te gee.
- Om 'n rekord van die transaksie te hou.
- Om, indien dit aangevra word, 'n staat te verskaf wat die koopprys, besonderhede van debiete en krediete en die balans wat geskuld word, bevat.
- Om al u geld, sowel as 10 persent rente per jaar, binne 30 dae aan u terug te betaal. Om die geld in 'n afwagrekening te hou.
- Om u per gesertifiseerde pos 30 dae kennis te gee dat hy/sy die ooreenkoms wil opsê as u u nie by die ooreengekome bepalings hou nie.
- Om nie tydens die bestaan van die ooreenkoms die goedere aan iemand anders te verkoop nie.
- Om nie die koopprys te verander nie.
- Om nie te vereis dat u vir die bergplek betaal nie.
- Om nie te vereis dat u enige bykomende koste betaal nie.

ONTHOU!

- U moet die deposito betaal wanneer u die ooreenkoms onderteken.
- Die goedere kan te enige tyd nadat u die deposito betaal het, by u afgelewer word.
- U word die eienaar van die goedere wanneer dit by u afgelewer word.
- U is geregtig op 'n terugbetaling van 90% van die geld wat u betaal het indien die ooreenkoms om die een of ander rede opgesê word.

SUB DIREKTORAAT
VERBRUIKERSDIENSTE & BILLIKE HANDEL
Posbus 979
Kaapstad 8000

Tel: (021) 483-3049 / 4887 / 3910 / 3256 / 5497
Faks: (021) 483-3483
E-Pos: lspannen@pawc.wcape.gov.za

Bêrekoop

VERBRUIKERSDIENSTE
& BILLIKE HANDEL

BESIGHEIDSBEVORDERING & TOERISME

DEPARTEMENT VAN EKONOMIESE SAKE LANDBOU & TOERISME WES-KAAP