

WE CHANGE LIVES

Debt Solutions

Nationwide Debt Counsellors

Susan Pretorius NCRDC 102
☎: 0861 DEBTTSA (332872)
☎: 086 500 3494
✉: applications@debtsolutionsdc.co.za

DEBT COUNSELLING FEE STRUCTURE

The following fees are applicable:

1. An **Application Fee** of **R350-00** (excl. VAT).
2. A **Rejection Fee** of **R300-00** (excl. VAT) in respect of Consumers whose applications have been rejected in terms of S 86(7)(a) of the NCA.
3. A **Restructuring Fee of the lesser** of the first instalment of the debt rearrangement plan, or **R8 000-00** (excl. VAT), in respect of a Consumer whose application has been accepted in terms of S 86(7)(b) or S 86(7)(c) – **for a single (one person) application.**
4. A **Restructuring Fee of the lesser** of the first instalment of the debt rearrangement plan or **R9 000-00** (excl. VAT), in respect of Consumers whose application has been accepted in terms of S 86(7)(b) or S 86(7)(c) – **for a joint application.**
5. An **Aftercare Fee** of 5% p.m. (excl. VAT) on the monthly instalment of the Debt Rearrangement Plan up to a **maximum of R450** (excl. VAT).
6. A **Legal Fee** payable for obtaining a debt restructuring order will be charged at Legal Practitioner Own Client Cost and will be additional to the Restructuring Fee. **The Legal Fee will be included in the restructuring process and will not exceed R6 000.00.** This amount however, doesn't include the defense of a summons or any other court appearance, except for the debt restructuring order application.

ALL FEES ARE INCLUDED IN THE RESTRUCTURING PROCESS.

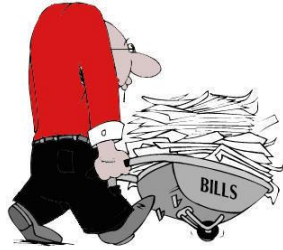
Signed at [place] on this [day] of [month]

of 201 [year]

Signature

Signature Spouse (In Community of Property)





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AGREEMENT / POWER OF ATTORNEY

I, THE UNDERSIGNED, FURTHER DECLARE AS FOLLOWS:

1. I will comply with all the requests from Debt Solutions to assist them to evaluate my state of indebtedness in order to restructure my debt.
2. I hereby consent to the submission of my information to all registered Credit Bureaus by Debt Solutions.
3. I also consent that Debt Solutions may obtain my credit records from any/all registered Credit Bureaus and any other registers which may contain any of my credit information.
4. I unconditionally indemnify Debt Solutions and its verification suppliers against any liability that may result from furnishing information in this regard.
5. I hereby grant a mandate to Debt Solutions to *inter alia* enter into negotiation with my Creditors on my behalf, to draw up a payment schedule to present to my Creditors and to make an offer of payment in accordance with the said payment schedule – with any amendment thereof in the total discretion of Debt Solutions.
6. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider until one of the following events has occurred:
 - a. Debt Solutions rejects my application;
 - b. The court determines that I am not over-indebted; or
 - c. All my obligations under credit agreements as re-arranged are fulfilled and I have been issued a Clearance Certificate by Debt Solutions.
7. The Debt Counselling process was explained to me and I have read and understood all the documents attached to the application form.
8. Debt Counselling Fees and Legal Fees applicable are set out in the Fee Structure. I understand and accept these fees.
9. I understand that **I MUST NOT SIGN ANY DOCUMENTS** whatsoever which I receive from any creditor and shall make no promises, either verbally or in writing, to any creditor and understand that all payments to creditors will be done through a PDA.
10. I understand that I will not be blacklisted and is only flagged for debt review by all Credit Bureaus while registered for debt review.
11. I understand that creditors will still keep calling me and send SMS messages until they receive a court order. All creditor threats must be reported to Debt Solutions.
12. I understand that nobody can institute legal action regarding accounts that are included in the debt review while I am under debt review and making regular payments in accordance with a debt restructuring court order. I know that I must beware of collection agents making threats and that I must report this to Debt Solutions.
13. I understand that payments must be made strictly in accordance with the payment plan drafted by Debt Solutions. No extensions will be granted by my creditors or by Debt Solutions. I understand that failure to make regular monthly payments may result in my debt review being terminated by my creditors in terms of Section 86 (10) of the National Credit Act and that I will then no longer be protected against legal action by my credit providers.
14. I understand that I must not make any direct payment towards any credit agreement included in the debt review without first consulting with Debt Solutions.
15. I understand that I must go to the bank and stop all debit order payments to credit agreements included in the debt review. I take full responsibility for this.



16. I understand that I must open a new savings account at a bank where I don't have any credit obligations. I take full responsibility for any amounts deducted from my old account if I neglect to open a new account.
17. I understand that I must arrange with my salary department to deposit my salary into my new bank account.
18. I understand that I must stop all credit related deductions from my salary immediately and include the account/s in the debt review. This excludes court orders (garnishees) as Debt Solutions is unable to assist with this.
19. I understand that houses, vehicles and other assets subject to finance agreements must be insured and proof of the insurance must be attached to my application.
20. I understand that no credit agreement on which legal action has commenced, can be included in the debt review without permission from the creditor. I confirm that all legal notices regarding all accounts listed in the application form, are attached.
21. If I lodge a complaint of reckless lending, I confirm that the information I gave to the credit provider on the application for credit was true and correct.
22. If I have any additional money that I want to pay towards my debt, I will arrange with Debt Solutions for the payment to be made through the PDA, in order for records and interest to be adjusted by them.
23. I confirm that the services to be rendered by Debt Solutions on my behalf are clearly understood by me and I acknowledge that Debt Solutions does not undertake to make payment on my behalf of any amount to any of my creditors.
24. In the event of me not punctually paying any of my monthly payments to the PDA in terms of my debt restructuring plan, Debt Solutions will be entitled to decline to further attend to my case which will have the result that my credit providers will collect all amounts due to them as they deem fit.
25. I acknowledge that if I inform Debt Solutions of a creditor that was not previously disclosed by myself after a court order for my debt review has been granted, and I want that particular creditor to be included in the debt re-arrangement plan, the whole process will have to start over and all fees will be payable as if I was never placed under debt review.
26. I acknowledge that Debt Solutions can't withdraw my debt review after I am found to be over indebted and my creditors have been informed of this finding, and I will be bound to complete the debt review process as set out by the court order. I will therefore only be removed from debt review when I have been issued with a clearance certificate or where a court order has been obtained, indicating I'm no longer over indebted and no longer under Debt Review.
27. I hereby acknowledge that all lawful actions taken by Debt Solutions under its powers under this Agreement/Power of Attorney are tacitly ratified by me, and I will be bound by such agreements as principal debtor.
28. I indemnify all employees and nominees of Debt Solutions against any claim that may be instituted against it or them arising from any act or omission by such person appointed by Debt Solutions or it's nominee in the lawful execution of the terms and conditions of this Agreement/Power of Attorney entered into with myself, and confirm that Debt Solutions shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising.
29. I understand that should I prefer to pay my instalment to the PDA in cash, EFT or stop order, I take full responsibility to ensure that my payments increase with the yearly escalation, if applicable.
30. **I confirm that the information contained in this document is, to the best of my knowledge, true and correct. I further declare that I have read and understood the application form as a whole and that I accept all the terms and conditions contained herein.**

Signed at [place] on this [day] of [month]
of 201 [year]

Signature

Signature Spouse (In Community of Property)

