



debt**safe**

the makers of new beginnings



Welcome

to your

new beginning

Thank you for taking the time to get in touch with us. You are about to take the first step on your new journey towards a new beginning. We realise that a debt-free life might seem miles away, but in fact, it only takes these six easy steps to create a future of personal growth and financial stability.

Step 1:

- Complete and sign the enclosed debt review application form. In order to process your application, please remember to also send us the following documentation:
 - a copy of your ID,
 - three months salary advice,
 - three months bank statements, and your latest creditor statements.
 - Proof of Residence
 - Wedding Certificate

Step 2:

- Your personal consultant will contact you within two working days to discuss the details of your application.
- Open a savings account and inform your employer to deposit your salary into your new account.
- You will be registered on the NCR database. You now have immediate protection against new legal action and blacklisting.
- We will take over all negotiations with your creditors ensuring you are protected.

Step 3:

- Once you have signed the application form, your creditors will be notified within five working days.
- After you sign the application form you will pay a reduced instalment from the first month-end.

Step 4:

- Your Personal Payment Plan, which is a formal debt restructuring scheme, will be sent to all creditors within 25 working days after you have signed the application form.

Step 5:

- A court date will be obtained from your local magistrate before 60 working days after the signature date.

Step 6:

- Your debt counsellor will apply for restructuring with the local magistrate's court. The court will make a decision on an appropriate court date – this ends the process. Monthly payments are made according to your repayment plan.

My Budget

Budget

	Client	Spouse	Total
INCOME (Gross)			
Salary / Pension			
Investment Income			
Income from any other source, e.g. property rentals			
TOTAL			
PAYROLL DEDUCTIONS			
PAYE			
SITE			
UIF			
Pension			
RA			
Garnishees			
Loans			
Medical Aid			
Union Fees			
TOTAL DEDUCTIONS			
INCOME (NETT)			
LIVING EXPENSES			
Food			
Property Rental			
Municipal rates (where property owned)			
Water & Electricity			
Transport (where essential for work)			
Medical Expenses			
Maintenance			
School Fees			
Telephone			
Clothing			
Insurance premiums			
Summons (excluded from Debt Review)			
Other:			
+ 10% Contingency			
TOTAL			
REHABILITATION CONTRIBUTION			

Applicant Signature _____

Spouse Signature _____

Why am I over - indebted?

For many, over-indebtedness is a burdensome experience accompanied by fear and anxiety. Questions such as ‘how did this happen?’ and ‘why did I let it go this far?’ are not uncommon, leading to more stress and regrets.

However,

at **DebtSafe**, we know that bad debt is merely a bad habit and bad habits can be broken. This is why our philosophy of new beginnings is deeply rooted in changing lives which foster new and debt-free habits.

In order to establish why you are over-indebted and how we can make your journey towards a new beginning as stress-free as possible, please complete the following form and send it back to us.

Agreement / Power of Attorney

1. I, the undersigned _____ with ID number _____, and
I, the undersigned _____ with ID number _____, and
do hereby acknowledge that my personal financial situation is of such a nature that I am currently unable to meet my present monthly commitments to my credit providers, or foresee it to be the case in the near future.
2. I undertake to comply with all requests from the Debt Counsellor to assist him/her to evaluate my state of indebtedness and the prospects for responsible debt restructuring.
3. The determination of my debt position and the debt-restructuring plan by a debt counsellor has been fully explained to me and is acceptable and may, if implemented, drastically improve my present financial position.
4. I hereby instruct DebtSafe to take whatever legal steps they may deem necessary to ease or improve my financial position, as well as to improve my inability to meet my current financial liabilities, either in full or in part, towards my credit providers.
5. DebtSafe shall have the following powers, for the purposes mentioned above:
- To obtain and disclose all information regarding my financial position to/from credit providers and credit bureaus. I hereby authorize DebtSafe to verify my personal credentials and financial records. I furthermore unconditionally indemnify DebtSafe and its verification suppliers against any liability that may result from furnishing information in this regard.
 - To recommend and negotiate a debt-restructuring plan with my credit providers;
 - To cancel any authority given by me to my credit providers prior to this agreement that may be necessary to improve my financial position;
 - To instruct an attorney to apply to the magistrates court for an order recording the debt-restructuring plan or recommendation.
6. I, the undersigned authorise Credit Health to obtain my complete credit profile from Transunion, Experian and XDS and to pass my credit information to DebtSafe so that the report can be assessed for my complete credit history. I also authorise Credit Health to store my credit record and account information on Credit Health's confidential database for 30 days from the date on which Credit Health's receives it and to store only the information related to my Action Plan for a total of six months from receipt of my purchased report. Furthermore, I accept that the Credit Health panel of attorneys will forward a free quote to me to clear my credit record.
7. That the services to be rendered by DebtSafe on my behalf are clearly understood by me and I acknowledge that DebtSafe does not undertake to make payment on my behalf of any amount to any of my credit providers.
8. I agree to pay DebtSafe the fees as explained to me, and which are calculated as follows:
- 100% of my first monthly payment (subject to a maximum amount of R6,000 (excl. VAT)) as a **debt restructuring fee**.
 - A monthly **after-care fee** of 5% of my monthly payment (to a maximum of R400pm).
 - In order to obtain a court order, DebtSafe must appoint attorneys. The matter might become opposed at court and might be referred to trial. A **fixed legal fee** of R6,000 (VAT Excluded) plus R150 (excl VAT) per creditor account, must be paid to enable DebtSafe to appoint attorneys and attend to all aspects concerning the required court case pertaining to the re-arrangement of my obligations in terms of the National Credit Act. This fee will remain fixed irrespective of the number of creditors opposing the application, the number of court appearances necessary to obtain the court order and to what extent the debt counsellor must assist the court with testimony, further proposals, etc. The legal fee includes the costs of an attorney attending to the negotiation of a *mala fide* termination and/or legal steps of a creditor. DebtSafe will at its own cost make available its attorneys to consult with the consumer/s in this regard. The fee does not include the actual cost of the defence of the summons, if necessary.
 - If in the opinion of DebtSafe, the Magistrate's Court application for re-arrangement is unsuccessful and the ruling is unfair towards the consumer, DebtSafe will proceed to appeal the matter to a higher court. The legal fee also includes the costs hereof. DebtSafe will have full discretion in deciding whether the matter should be taken on appeal or not.
 - In the event that a creditor in our opinion, refuses to participate and negotiate in good faith in the debt review process, as required by the NCA, and it becomes necessary for the consumer to enforce his/her rights in terms of Sections 86(11) and 85 of the NCA, DebtSafe undertakes to instruct its attorneys to draft the required supporting documentation so as to support the consumer's application. The cost hereof is included in the aforesaid fee.
 - DebtSafe will not be able to provide this service and refer the matter to court failing payment of this fee.
 - I acknowledge that the fees referred above will be deducted from my monthly payment made to the Payment Distribution Agent appointed to collect and distribute my monthly payments in terms of my debt-restructuring plan, and will be paid directly by the Payment Distribution Agent to DebtSafe.
 - All fees will be included in the restructuring process.**
9. I acknowledge that if I inform DebtSafe, after a court order has been obtained for my debt review, of a creditor that was not previously disclosed by myself 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 above fees will be payable as if I was never placed under debt review.
10. I am aware that I may not incur any further debt whilst I am under debt review or until DebtSafe has issued a clearance certificate stating that I have fulfilled all of my payment obligations in terms of my debt-restructuring plan or court order.

Applicant Signature

Spouse Signature

Debt Counsellor

Agreement / Power of Attorney (Continued)

11. I indemnify all employees and nominees of DebtSafe against any claim that may be instituted against it arising from any act or omission by such person appointed by DebtSafe or its nominee in the lawful execution of the terms and conditions of this agreement/power of attorney entered into with myself, and confirm that DebtSafe shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising.
12. In the event of me not punctually paying any of my monthly payments to the Payment Distribution Agent in terms of my debt-restructuring plan DebtSafe shall be entitled to terminate this agreement and 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.
13. All confidential information received by DebtSafe will be treated as such.
14. I hereby confirm that the critical aspects of the Debt Review process have been fully explained and that I have been informed of the following by the DebtSafe Facilitator:

Read it carefully and endorse your understanding by initialling each clause and signing below.

(Please initial every block)	
	I will not be blacklisted and is only flagged for debt review by all credit bureaus while registered for debt review.
	Creditors will still keep phoning me and sending sms's until they receive a court date. All creditor threats will be recorded by myself on the incident report supplied to me with my application form.
	Nobody can Institute legal action while I am registered for debt review pertaining to that account. Beware of collection agencies and their threats.
	Payments must be made strictly according to the payment plan. No extensions will be tolerated by creditors or the debt counsellor and will result in your automatic termination from the debt review process. I am aware of the fact that I may continue paying the full instalment on a credit agreement to eliminate the risk of termination after 60 working days by a creditor.
	I must not make any direct payments towards any creditors included in the debt review without informing DebtSafe.
	I am not allowed to enter into any new credit agreement while registered for debt review. If I do, the debt review application will be cancelled with immediate effect.
	I must go to the bank and stop all debit order-payments to creditors. I take full responsibility for this step.
	I must open a new savings account at an institution where I don't have any credit obligations. I take full responsibility for any amounts deducted from my old accounts if I neglected to open a new account according to DebtSafe's instructions.
	I must arrange with my salary department to deposit my salary into my new bank account.
	I must stop all creditor related deductions from my salary immediately. This excludes court orders. DebtSafe will not be able to assist with this.
	Home loans, motor vehicle accounts and other assets subject to finance agreements must be insured and proof of insurance must be included in the application. I undertake to inform DebtSafe if my insurance lapses.
	I can cancel my debt review at any time I understand that the debt counsellor is entitled to 75% of the prescribed debt counselling fees if a payment plan was drafted by DebtSafe before the date of my cancellation and no fees were paid. I understand that the original terms and conditions of my credit agreements will be revived upon my cancellation. Please consult with your Debt Counsellor before cancelling.
	I must attempt to sell luxury items such as multiple properties, timeshare / holiday points / boats, quad bikes and other luxury items. I am over-indebted and cannot afford luxuries for as long as I am under debt review.
	I must destroy all credit and store cards immediately after signature of this application.
	I am aware of the fact that no credit agreement on which legal action has commenced in terms of Section 129 of the NCA can be included under debt review without the permission of the creditor. I confirm that if a legal notice was issued on any of my credit agreements, the details thereof have been included in my documentation herein and a copy of the documents handed to DebtSafe.

14. I declare that:
 - a. The information in this document is true and correct:
 - b. That I have read and understood the terms and conditions of this agreement/power of attorney, understand it, and that the contents have been explained to me.

Signed at _____ on this _____ day of _____ 2012.

Applicant Signature

Spouse Signature

Debt Counsellor

Fax with application Debit Order Form

TO: **HYPHEN Technologies (Pty) Ltd**

Date: _____

This signed Authority and Mandate refers to a Debt Repayment Plan of a Consumer in terms of the National Credit Act 34 of 2005.

A. AUTHORITY

I, _____ (Name of Debtor(s) / Consumer)

ID, _____

of, _____ (Address of Debtor(s) / Consumer)

hereby authorise **HYPHEN Technologies (Pty) Ltd** of

Physical Address Athol Ridge Office Park
151 Katherine Street
Athol Ridge
Sandton, Gauteng, 2196

Postal Address Private Bag X9980,
Sandton
2146

to issue and deliver payment instructions to your banker for collection against my/our bank account, being:

Name Of Bank: _____

Name Of Branch: _____

Branch Number: _____

Account Number: _____

Type Of Account: (Tick Applicable)

Current / Cheque	<input type="checkbox"/>
Savings / Transmission	<input type="checkbox"/>

subject to the condition that the sum of such payment instruction/s will not exceed my/our obligations as agreed to in the Debt Repayment Plan with Hyphen PDA and/or my responsibility for any unpaid fees.

The individual payment instructions so authorised must be issued and delivered on or after the dates when the obligations in terms of the Debt Repayment Plan are due and the amount of each individual payment instruction may not be more or less than the obligation due.

I recognise and accept that the Debit Order and / or NAEDO instructions will emanate from you and thus give you authority to collect from my bank account the amounts as indicated in the Debt Repayment Plan.

I further accept that, in the event that the collection/s becomes unpaid for whatever reason, I will be liable for any unpaid fees and penalty fees that may apply.

I/we agree that the first payment instruction will be issued and delivered on or after

(date).

Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Debt Repayment Plan have been paid or alternatively, the Debt Repayment plan has been cancelled on the Hyphen PDA system for whatever reason.

B. MANDATE

I/we acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally.

C. CANCELLATION

I/we also understand that I/we cannot reclaim amounts which have been withdrawn (paid) from my/our account in terms of this authority and mandate if such amounts were legally owing in terms of the Debt Repayment Plan.

D. ASSIGNMENT

I/We acknowledge that this authority may be ceded or assigned to a third party if the Debt Repayment Plan is also ceded or assigned to that third party.

Signed at _____ on this _____ day of _____ 2012.

Signature as used for operating on the account

Assisted by capacity (if applicable)



Authorisation: Short Term Insurance Portfolio

I/We* _____

hereby authorise Debtsafe, in conjunction with Léger Risk Management, to obtain information, manage and maintain my/our* short term insurance portfolio.

I/We* confirm that:

1. This appointment revokes any existing short term insurance broker appointment.
2. The cancellation of this appointment is subject to 30 days mutual written notice.
3. Léger Risk Management, as the Financial Services Provider will exercise reasonable care and skill in performing this mandate.
4. Any change in respect of the risk, underwriting or personal information relevant to the insurance will be disclosed to Léger Risk Management as soon as possible. Léger Risk Management will not be liable for any damage resulting from a breach of this duty.

AUTHORISATION			
<i>Signed at</i>		<i>on this</i>	<i>day of</i>
			2012
<i>Name</i>		<i>Signature</i>	
<i>ID Number</i>		<i>Capacity</i>	

BANK DETAILS	
<i>Bank</i>	<i>Branch Code</i>
<i>Branch Name</i>	<i>Account No.</i>
<i>Account Name</i>	<i>Debit Date:</i>

CONTACT DETAILS	
<i>Telephone</i>	<i>Cell</i>
<i>Facsimile</i>	<i>Email</i>
<i>Risk Address</i>	<i>Code</i>
<i>Postal Address</i>	<i>Code</i>

Leger Risk Management (Pty) Ltd
VAT Reg. 43701839

An Authorised Financial Services Provider No. 35765
 Directors: **DJ Muller** B.lur LLB ILPA CFP, **HP Muller**

GAUTENG
Phone 0861 333 443
Facsimile 086 632 3138
 PO Box 32 Persequor Park 0020
 Unit 7B , 49 Persecur Close, De Havilland Crescent
 Persequor Park

WESTERN CAPE
Phone 021 914 6850
Facsimile 086 658 0351
 Suite 59, Private Bag X22 Tygervalley 7536
 Unit 606, Tygervalley Health Centre
 Cnr Old Oak & Durban Rd, Tygervalley

Statutory Notice To All Short Term Policy Holders

Important – Please read carefully regarding disclosure and other requirements

In case of Claims

- Report theft, loss or damage, where applicable, to the SA Police within 48 hours. Obtain an official case number.
- Contact Léger as soon as reasonably possible but at least within 30 days.
- Complete claim form from and furnish any quotes/information as required
- An independent assessor or claims adjuster may be appointed by Léger to discuss any claim with you.
- The insurer has, by contract, the choice to settle a claim in cash, by replacement or by repair.

Payment of premiums

Policy payable yearly/quarterly

Premium payable by inception or by renewal.

Policy payable monthly

Premium payable in advance per debit order on the first working day of each month.

Remuneration of intermediary

In terms of the Short term Insurance Act, the maximum commission allowed by the insurer is restricted to 12.5% on motor and 20% for all other classes. The intermediary can raise an administration and /or policy fee. Both commission and/or fees are reflected or included in quotation and/or policy schedules.

Other important information

- You must be informed of any material change in the information in respect of insurer or the intermediary.
- If such information has been given verbally, written confirmation must follow within 30 days.
- Polygraph testing is not obligatory in case of a claim and result thereof cannot be the sole reason for repudiation of a claim.
- Premium paid per debit order may only be in favour of one person and may not, without your permission, be ceded, and the insurer must give notice of cancellation at least 30 days before his intention to do so.
- Should you wish to cancel your policy, 30 days notice must be given to Léger Risk Management (Pty) Ltd.
- The insurer is obliged to supply reasons for repudiation of a claim.
- If the insurer cancels the insurance he must ensure that the insured and not only the intermediary, receives a notice to this effect.
- The insured is entitled to a copy of his policy at no charge.

Warning

- Do not sign any blank or partially completed documents.
- Complete all forms in ink.
- Keep all documents handed to you in safe keeping.
- Make and keep note of all conversations.
- Do not buy any product under pressure.
- Non-disclosure of material facts or incomplete/misleading information can lead to repudiation of claims.

Complaints

Use any of the following channels for complaints about policies or service.

Léger Risk Management (Pty) Ltd

PO Box 32 Persequor Park 0020
Zurich Insurance Company South Africa Limited
PO Box 1226 Pretoria 0001
Tel. 012 337 3900 Fax. 012 337 3954

The Ombudsman for Short Term Insurance

PO Box 30619 Braamfontein 2017
Tel. 011 7268900 Fax. 011 7265501

The Registrar of Short Term Insurance Financial Services Board

PO Box 35655 Menlo Park 0102
Tel. 012 428 8000 Fax. 012 347 0221

Intermediary Disclosure – FSP No 35765

In terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS), the following information must be disclosed to clients and potential clients:

Full Name: Herman Pieter Muller

Physical Address: Unit 606, Tygervalley Health Centre
Cnr Old Oak & Durban Rd, Tygervalley

Postal Address: Suite 59, Private Bag X22
Tygervalley 7536

E-mail: pieter@leger.co.za

Tel: 021 914 6850

Fax: 086 636 0054

Cell: 082 502 7082

I am an independent financial adviser, a Director and Representative of **LÉGER RISK MANAGEMENT (PTY) LTD** an authorised financial services provider (No 5433).

I will not disclose any confidential information acquired from you without obtaining your written consent beforehand.

I have training and experience to advise my clients on the following business lines:

- Short-term Insurance: Category Personal Lines
- Short-term Insurance: Category Commercial Lines

I have been in practice for 17 years and have obtained the following formal qualifications: Matric as well as intensive insurance industry related courses.

I have access to and have been accredited to market products from the following product providers:

Santam, Zurich Insurance Company South Africa Limited, MUA Insurance Company Ltd., Mirabilis Engineering Underwriting Managers and Lombard Insurance. See quotation or annexure for information on product suppliers (name, physical and postal address, telephone details, name and contact details of their compliance department).

I do not own more than 10% of issued shares directly or indirectly in any life insurer or product provider and I am not an associated company of any life insurer or product provider.

I earn my income from commission that the product provider pays over to me on the products purchased by my clients. During the preceding 12 months I have earned more than 30% of my total commission from **Zurich Insurance Company South Africa Limited**.

I have professional indemnity insurance cover. Moonstone Compliance (Pty) Ltd is the compliance officer of this financial services provider and is represented by Francois Meintjes. Moonstone Compliance can be contacted at: Valerida Centre, 1st floor, Piet Retief Street, Stellenbosch, 7600, tel no. 021 8838000

As a client, should you feel that your rights have been prejudiced or you have been aggrieved in any way, you have the right to lodge a complaint. A copy of the complaints process is available on request.

I, _____
hereby acknowledge that I have read and received a copy of this document.

Client's signature

Date

Let's start your new beginning today.

Send your completed form to:



Fax:

086 722 7053

or



Email:

info@debtsafe.co.za

Once we have received your completed form, a personal debt consultant will be allocated to you, to guide you through every step of the debt counselling process and towards **a new beginning.**



debt safe

the makers of new beginnings

National number: **0861 100 999**

Website: **www.debtsafe.co.za**



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CREDITOR INCIDENT REPORT


Dear Consumer

The success of any debt review process is a team effort. The most challenging part of the process is the communication between the various team members involved. The process also requires that all parties involved in an application participate in the process in good faith.

In order to assist us to monitor your creditor's participation, we need your assistance. Every time a creditor contacts you, please complete the report below. This should be the case with all types of communications, including phone calls and text messages. This is the only way we can monitor the participation of your creditors in the creation of your new beginning.

Please send this report to your consultant or fax to:


<i>Client Name and Surname:</i>	<i>Client ID Number:</i>
<i>Client Contact Number:</i>	<i>Client Email Address:</i>

 *Date of Incident:* *Name of Creditor:*

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

Reference Number:

Describe the conversation in your own words:

 *Date of Incident:* *Name of Creditor:*

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

Reference Number:

Describe the conversation in your own words:

<i>Client Name and Surname:</i>	<i>Client ID Number:</i>

<i>Client Contact Number:</i>	<i>Client Email Address:</i>



<i>Date of Incident:</i>		<i>Name of Creditor:</i>	
--------------------------	--	--------------------------	--

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

<i>Reference Number:</i>	
--------------------------	--

<i>Describe the conversation in your own words:</i>



<i>Date of Incident:</i>		<i>Name of Creditor:</i>	
--------------------------	--	--------------------------	--

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

<i>Reference Number:</i>	
--------------------------	--

<i>Describe the conversation in your own words:</i>



<i>Date of Incident:</i>		<i>Name of Creditor:</i>	
--------------------------	--	--------------------------	--

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

<i>Reference Number:</i>	
--------------------------	--

<i>Describe the conversation in your own words:</i>

<i>Client Name and Surname:</i>	<i>Client ID Number:</i>

<i>Client Contact Number:</i>	<i>Client Email Address:</i>



<i>Date of Incident:</i>		<i>Name of Creditor:</i>	
--------------------------	--	--------------------------	--

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

<i>Reference Number:</i>	
--------------------------	--

<i>Describe the conversation in your own words:</i>



<i>Date of Incident:</i>		<i>Name of Creditor:</i>	
--------------------------	--	--------------------------	--

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

<i>Reference Number:</i>	
--------------------------	--

<i>Describe the conversation in your own words:</i>



<i>Date of Incident:</i>		<i>Name of Creditor:</i>	
--------------------------	--	--------------------------	--

<i>Name of person spoken to:</i>	<i>Contact number of creditor:</i>	<i>Was the conversation recorded?:</i>

<i>Reference Number:</i>	
--------------------------	--

<i>Describe the conversation in your own words:</i>



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My Rights

At DebtSafe we pride ourselves on protecting our customers, because the journey towards a new beginning should be a stress-free and hopeful experience, not one filled with threats by creditors. This is why we actively endeavour to keep you up to date with relevant information relating to all the stages of the debt counselling process. One way to achieve this is by making sure that you know what your rights are.

It has recently come to our attention that many creditors are threatening our clients with repossession and legal action while clients are registered for debt review. Creditors (or appointed collection agents) threaten clients by telling them that they are in arrears on their credit agreements. They tell clients that they are entitled to repossess the vehicle / house because the debt review has been terminated by the creditor.

These threats are unlawful. The National Credit Act states clearly that if you make your payments strictly according to your debt re-arrangement plan and you keep your insurance up to date, that no creditor may repossess an asset or institute legal action against you.

How does it work?

The correct process that the creditor must follow is the following:

1. Terminate the debt review in writing by giving notice to you, the NCR and DebtSafe
2. Issue summons 10 working days later
3. Obtain judgment at court
4. Obtain a Warrant for Execution
5. The Sheriff will attend to the repossession with the warrant in his possession

This process takes several weeks, if not months. When the creditor issues summons, we may defend the matter on the basis that you are registered for debt review. The creditor will have to prove that your debt review was terminated in writing due to one of the following reasons:

1. Non-payment
2. No court date obtained within 60 working days from date of debt review application
3. Insurance has lapsed on the vehicle / house

If the creditor cannot prove any one of the above, the summons will have to be withdrawn.

What should I do if I am threatened?

If you receive any threat, **DO NOT HAND OVER ANY ASSET WITHOUT SPEAKING TO DEBTSAFE.**

Please tell the person the following:

1. That you are under debt review and that the person needs to speak to your debt counsellors at DebtSafe (0861 100 999).
2. You will not hand over an asset to anybody but the Sheriff with a warrant.
3. That you will have anybody else arrested and charged by the Police for trespassing.
4. Take the person's contact details and inform DebtSafe of the phone call.
5. If the person persists, ignore the phone calls.

These calls are very intimidating and tend to be very upsetting to some of our clients. Be assured however that these calls are harmless if none of the above reasons for termination exist.

Please note that if you hand over an asset, we will not be able to get it back for you. It will be deemed as a voluntary surrender of the asset.



What about my Creditor Statements?

The National Credit Act stipulates that when a consumer is terminated from the debt review process that the original terms of the original credit agreements will revive with immediate effect.

For this reason creditors will not make any changes to your account-statements according to the payment plan that we will draft for you. These changes will only be effected after you have made every payment according to your payment plan. Once you have completed all debt review payments, DebtSafe will issue you with a certificate of compliance. This certificate will stipulate that you have complied with the terms of the court order and the payment plan. All your creditors will then be obliged to adjust their account statements accordingly.

Therefore, please do not be concerned about the creditor statements you receive during your debt review process. The court order will ultimately determine the state of your account.

Your cooperation is highly appreciated and you are welcome to contact us for any further questions in this regard.

Yours faithfully



Hein du Plessis

Managing Director



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Debit Order Cancellation Form

Date:	
Client name:	
Client ID number:	

I wish to inform you that I have applied for Debt Counselling in terms of Section 86 of the National Credit Act (Act 34 of 2005) and I hereby request that you cancel all debit order authorizations on the following agreements as listed below.

My debt counsellor's contact details:

Debt counselling number:	NCRDC1078
Name:	Hein du Plessis
Company:	DebtSafe
Contact number:	0861 100 999

Kindly cancel the following debit order(s) on the following agreements with immediate effect:

Debit order 1

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Debit order 3

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Debit order 2

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Debit order 4

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:



Debit order 5

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Debit order 7

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Debit order 6

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Debit order 8

Product: (credit card/ home loan, etc.)

Product account number:

Credit provider:

Bank account number from which the funds are drawn:

Bank from which funds are drawn:

Amount:

Thank you for your assistance in this regard.

Yours sincerely,

Signature: _____

Date: _____