

# Terms & Conditions

In order to finalise your DebtSafe application each section of the Terms & Conditions (Sections A, B, C & D) must be accepted & signed.



## Section A - Agreement / Power of Attorney

1. 

I,		
with ID number		and
I,		
with ID number		
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. I hereby grant DebtSafe the following powers and authority:
  - a. To correspond and communicate and append my name in such correspondence with all my credit providers, credit bureaux or financial services providers.
  - b. To obtain and disclose all information regarding my financial position to/from credit providers and credit bureaux. 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.
  - c. To recommend and negotiate a debt-restructuring plan with my credit providers;
  - d. To cancel any authority given by me to my credit providers prior to this agreement that may be necessary to improve my financial position;
  - e. To investigate possible Reckless Lending with the intention to obtain a declaration of Reckless Lending.  
If no investigation is required, please indicate same on the Form 16.  
  
In the event that I don't want an investigation the fee referred to in paragraph 8 (b) (ii) shall not be due and payable, unless I later mandate otherwise, in which instance it shall be due and payable on date of the mandate.
  - f. To instruct an attorney to apply to the magistrate's court for an order recording the debt-restructuring plan or recommendation.
  - g. To substitute credit life or credit cover insurance, in particular on credit agreements where the credit provider requires such insurance, in terms of sec. 106(6) of the NCA, with a Credit Life Insurance Policy provided by Finsafe.
6. I, the undersigned authorise DebtSafe to obtain my complete credit profile from Transunion, Experian, XDS or any other credit bureau registered with the NCR. I also authorise DebtSafe to store my credit record and account information their system for as long as it may be required, in order to enable DebtSafe to perform the functions as envisioned in Section 86 of the NCA.
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:
  - a. An Application and Administration fee of R 350.00 plus Valued Added Tax;
  - b. A Determination fee-
    - (i) A restructuring fee in the amount equal to the amount established as the rehabilitation amount on day 35 of the process, and accepts that an upward adjustment may be made to the rehabilitation amount in the application form (Form 16), as on the date of application, or R 8000.00 (For a single application) and R 9000.00 (For consumers married in community of property or joint application) plus Valued Added Tax, whichever amount is the lesser,  
  
The fees in (a) and (b)(i) shall be payable in the first month of my application;
    - (ii) A Reckless Lending Assessment fee of R 1 500.00 plus Valued Added Tax, payable in the second month of my application;
  - c. An After-Care fee of 5% of my payment – to a maximum of R 450.00 per month plus Valued Added Tax; payable monthly for the duration of my debt review,
  - d. A PDA fee of 3% of the monthly payment, with a minimum of R 50.00 up to a maximum of R 500.00 plus Valued Added Tax; payable for the duration of my debt review.
  - e. An Attorney Fee / Legal fee to obtain a court order, DebtSafe must appoint attorneys. The fee is payable to DebtSafe or its nominees to enable the debt counsellor to fulfil his/her duties in this regard and the terms will be agreed upon in writing between DebtSafe/its nominees and the consumer, payable in the second and succeeding months of my application.
  - f. All fees will be included in the restructuring process.

## Section A - (Continued) - Agreement / Power of Attorney

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.
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:

<i>- I agree to the below:</i>	
▶	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.

15. I declare that:
- The information in this document is true and correct:
  - That I have read and understood the terms and conditions of this agreement/power of attorney, and that the contents have been explained to me.
16. I acknowledge that DebtSafe mandates ADCAP (Pty) Ltd to act as the administrator of the debt review process. I explicitly acknowledge that ADCAP and its employees shall have the same rights and indemnifications as contained in this Agreement and Power of Attorney, and I hereby ratify or promise to ratify the mandate and all that ADCAP does on my behalf as if done by myself.
17. I confirm that I am currently residing at the address mentioned in my application form and will immediately inform DebtSafe in writing of any change of address. I accept that a new Legal Administration Fee will be payable to apply for a court date in a new jurisdiction if I fail to adhere to this request.

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC1078)

## Section B - Agreement in Respect of Legal Fees

I, the undersigned		
with ID number		and
I, the undersigned		
with ID number		

### Agree to pay ADCAP ( Pty ) Ltd the legal fees as explained to me, and which are calculated as follows:

- In order to obtain a court order, DebtSafe or its nominees must appoint attorneys. The matter might become opposed at Court and might be referred to trial. A **fixed legal administration fee** of R8 300.00 ( VAT Excluded ) must be paid to enable DebtSafe or its nominees to appoint attorneys and to 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 administration fee include the costs of an attorney attending to the negotiation of a male fide termination and / or legal steps of a creditor. DebtSafe or its nominees will at its own costs make available its attorneys to consult with the consumers in this regard.  
  
This fee does not include the actual costs of the defense of the summons , if necessary.  
  
In the event that you withdraw from the application and or fail to cooperate and the debt counsellor suspends his further services, the legal fees or any remaining portion thereof shall be kept on your file and be applied for any future legal process in which your debt counsellor may be called upon to intervene, testify and or to resolve a dispute as your debt counsellor remains the debt counsellor of record notwithstanding your withdrawal or suspension. In the event that you request a transfer to another debt counsellor of your choice, the legal fees or remaining portion thereof shall be paid to the newly appointed debt counsellor.
- If in the opinion of DebtSafe or its nominees the Magistrate's Court application for re-arrangement is unsuccessful and the ruling is unfair towards the consumer, DebtSafe or its nominees will proceed to appeal the matter to a higher court. The legal administration fee also includes the costs hereof. DebtSafe or its nominees 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 or its nominees 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 or its nominees will not be able to provide the service and refer the matter to court failing payment of this fee.
- I acknowledge that the fees referred to above will be deducted from my monthly payment made to the Payment Distribution Agency 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 or its nominees.
- All fees will be included in the restructuring process.

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC1078)

## Section C - Debit Order Instruction

To: <b>Intuitive PDA</b>	Date:
This signed Authority and Mandate refers to a Statutory Debt Repayment Plan of a Consumer in terms of the National Credit Act 34 of 2005.	

<b>Account Holder Details :</b>			
Full Name & Surname:			
Identity Number:			
Telephone no: (Cell phone)			
Email:			
Physical address <i>(Domicilium citandi et exequandi)</i>			
Name of Debt Counsellor:	Hein du Plessis	DC Reg. no:	NCRDC1078

I hereby authorise **Intuitive PDA** To issue and deliver payment instructions to your banker for collection against my/our bank account, being:

<b>Account details:</b>			
Name of Bank:			
Account Number:		Bank Code:	

<b>Type Of Account</b> <i>(Tick Applicable):</i>	<input type="checkbox"/>	Current / Cheque	<input type="checkbox"/>	Savings / Transmission
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<b>Deduction Instruction</b>		
Salary deposit day:		
Amount to be deducted:	R	
<b>Debit Order Type</b>	NAEDO (Debit Order)	

<b>Authorisation and Mandate</b>		
<b>WHEREAS</b> I was placed under debt review dated		with the assistance of the abovementioned Debt Counsellor.
<b>AND WHEREAS</b> this Mandate relates to the agreement between me/us, Intuitive PDA and the Debt Counsellor ("the Agreement").		

- I/we hereby request and authorise Intuitive PDA to issue and deliver payment instructions to the Intuitive PDA banker for collection against my/our abovementioned account at my/our abovementioned bank for purposes of the Agreement.
- I/we agree that the amount to be collected from my/our account may be for any variable amount pertaining to the Agreement, on the elected day of each month. Except for the first collection that shall take place on the "deduction start date" and other collections as agreed to under the Agreement and authorised under this Mandate, the payment instructions so authorised to be issued must be issued and delivered monthly on the Salary deposit date as confirmed above.
- All such withdrawals from my/our account by Intuitive PDA shall be treated as though they had been signed by me/us personally.
- I/we also understand that details of each withdrawal will be printed on my/our statement.
- I/We warrant that I/we are duly authorised to complete and sign this form as the account holder/s or legal representative/s.
- I understand that I shall not be entitled to any refund of amounts which the Intuitive PDA have withdrawn while the authority is in force of such amounts legally owed and I understand that I will be held liable for any costs incurred should my debit order instruction become unpaid for whatever reason.
- I agree that if the date of the payment instruction falls on a non-processing day (weekend or public holiday), the payment instruction may be debited against my account on the previous and/or following business day
- I agree to the tracking of dates to match with the flow of Credit at no additional cost to myself.
- I agree that the originator may make use of the tracking facility as provided for in the EDO system at no additional cost to myself.

## Section C - Debit Order Instruction - (Continued)

### Authorisation and Mandate - (Continued)

- Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me/us as below.
- **I agree that the Debt Counsellor or Intuitive PDA may amend the monthly debit payment amount or submit a new payment instruction, at any time during a month, in order to collect any arrears (including agreed fees, costs or charges) on failed or reversed payment(s) against the agreed terms of the Agreement and this mandate, Intuitive PDA may submit to my creditors a request to return all distributions made to them under the Agreement;**
- **In the event that any stop payment instruction is made by me/us to my/our bank in order to reverse the monthly payment, I/we will immediately be in breach of this agreement and this breach may *inter alia* lead to the termination of the debt review arrangement with my/our creditors.**
- **If either party breaches in any material respect any of the material obligations under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement in the event that the breach is not cured within (14) days after receipt by that party of written notice of the breach to its *domicilium citandi et executandi* and/or email address.**
- **I cede this Debit Order Mandate to Intuitive PDA. If I/we fail to remedy my/our breach as contemplated above, I acknowledge that Intuitive PDA may upon such instruction provide my/our bank with this ceded Debit Order Mandate to counter my/our stop payment instruction. Alternatively, Intuitive PDA may collect directly or appoint any third party to collect on their behalf any amount due and I/we will be liable for all losses and costs on an attorney and own client basis to collect the outstanding amount.**
- **I acknowledge that payments received by Intuitive PDA will first be allocated to any arrears (if any) and thereafter be distributed as per payment plan.**
- **I agree to pay any charges relating to this debit order instruction and/or any other charges (including but not limited to attorney and own client costs) as a result of failed or reversed debit orders.**
- I agree that it is my responsibility to ensure that there are sufficient funds in my abovementioned account on the Salary Deposit Date.
- I agree to notify my Debt Counsellor prior to any submission of a dispute to my bank.
- This authority may be cancelled by giving the Debt Counsellor or Intuitive PDA 30 calendar days' written notice, sent via email to **info@intuitive.co.za** or by prepaid registered post or delivered to the Intuitive PDA physical address indicated above. Such termination will not terminate the Agreement. Receipt of your notice shall be after the Debt Counsellor or Intuitive PDA has acknowledged receipt of your notice.
- By signing this Mandate I acknowledge that the Debt Counsellor has explained to me the Agreement and this Mandate. I agree to notify the Debt Counsellor and Intuitive PDA in writing to **info@intuitive.co.za** immediately if any of the above details change.

### Assignment

I/We acknowledge that this Mandate and authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party. You will be notified of the assignment prior to any direct debit instruction by the assignee.

Signed at		on this		day of		20	
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Signature (For and on behalf of Account Holder)

Assisted by capacity (if applicable)

## Section D - Insurance Policies

Your insurance policies get outdated as life goes by. Your needs today might be very different from your needs a few years ago. Making sure your cover stays relevant to your unique circumstances could save you thousands of Rands.

Please complete and sign this section if you would like FinSafe to review your insurance products. Your personal details will be gathered from your Form16 Debt Review Application.

### Credit Linked Insurance

Credit Linked Insurance is cover that ensures your debt gets paid when you become deceased, retrenched, disabled or have a loss of income due to maternity leave. It is most likely that you are currently paying

too much for your Credit Linked Insurance on your credit agreements with your credit providers. It could also be that you are not sufficiently covered and that your benefits do not suit your unique credit profile.

#### Product benefits include:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• <b>Death, Critical Illness and Permanent Disability</b><br/>- Debt will be settled up to R1 000 000</li> <li>• <b>Retrenchment, Temporary Disability</b><br/>- Monthly Debt Review Contribution will be paid for up to 12 months</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Maternity Benefit</b><br/>- Monthly Debt Review Contribution will be paid for up to 3 months</li> <li>• <b>ID Theft Benefit</b><br/>- Loss covered up to R10 000</li> </ul> |
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### Short Term Insurance

Short Term Insurance is insurance you take out on your assets such as your car, your house and your household contents. You may already have Short Term Insurance in place, but your current reality might differ from the time when you initiated the policy, especially given the extent of your Debt Review, budget and affordability. A Rand saved on insurance could get you out of debt quicker.

#### BROKER APPOINTMENT

I, (main applicant)		ID Number:	
and (spouse)		ID Number:	

hereby appoint FinSafe, a licensed and registered Financial Services Provider (FSP 49261) as my broker i.t.o the above products and categories, and authorise FinSafe to obtain any information pertaining to my insurance policies and/or other personal information as might be necessary for rendering a good and effective service, and to share that information with third parties as would be required from time to time in rendering the service. I also authorise FinSafe to manage and maintain all my insurance and related administration, both new and existing, with relation to the above products, and to communicate with me via email/SMS/telephone or physical mail. I confirm that all information obtained by FinSafe is treated as confidential and is used in line with the Protection of Personal Information Act (POPI). I furthermore authorise FinSafe to substitute all Credit Life or Credit Linked insurance on my existing credit agreements, and in particular, on credit agreements where the credit provider requires such insurance, in terms of section 106 (6) of the NCA, with a Credit Linked Insurance Policy provided by FinSafe.

I hereby, i) nominate the applicable credit providers as "loss payees" in terms of the FinSafe Credit Life Policy up to the settlement value on the happening of the insured event and; (ii) authorise the insurer to make payment up to the settlement values to the credit providers on the happening of the insured event and/or; (iii) authorise the insurer to settle my obligations to the credit providers, as preferred creditors, at any time during the terms of the credit agreements on the happening of the insured event.

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC1078)