



# Consumer Protection Excellence

## Contract

Name of Debt Counsellor: \_\_\_\_\_  
 NCRDC: \_\_\_\_\_ Contact Number: \_\_\_\_\_

### AGREEMENT ENTERED INTO AND BETWEEN:

HANNATJIE VAN DER MERWE (INC) 2002/018889/21 T/A CONSUMER PROTECTION EXCELLENCE  
 (Hereinafter referred to as the PAYMENT DISTRIBUTION AGENCY, "the PDA")  
 with its main place of business at 3 Boshoff Street, Potchefstroom.

AND

FIRST APPLICANT FULL NAME & SURNAME	
FIRST APPLICANT IDENTITY NUMBER	
SECOND APPLICANT FULL NAME & SURNAME	
SECOND APPLICANT IDENTITY NUMBER	

(Hereinafter referred to as "The Consumer")

PHYSICAL ADDRESS	
CONTACT NUMBER (DAYTIME)	

## 1. APPOINTMENT AND DURATION OF AGREEMENT

- 1.1 The Consumer hereby appoints CPE (Consumer Protection Excellence) as a PDA to provide services specified in this agreement.
- 1.2 The PDA undertakes to provide the services specified in this Agreement.
- 1.3 This Agreement will commence on the date the first effective payment is received by the PDA in accordance with the debit order instruction and/or court order, and shall terminate when the debt review process is cancelled for any reason specified in terms of the National Credit Act.

## 2. SERVICES TO BE PROVIDED BY THE PDA

- 2.1 The overarching services to be rendered by the PDA will be to receive monies from the consumer whose debts have, in terms of the Act, been re-arranged by a debt counselor and to distribute such monies to credit providers, in accordance with the debt re-arrangement plan.
- 2.2 Funds will be distributed within 30 (thirty) calendar days after becoming available for distribution, provided that the information and banking details of credit providers are correctly communicated to the PDA.
- 2.3 The PDA will provide monthly information to the debtor, debt counselor and credit providers regarding payments and/or outstanding balances in terms of the debt restructuring agreement via e-mails or SMS-messages.
- 2.4 Should a consumer dispute any balance, it will be expected of the consumer, or debt counsellor, to lodge a formal dispute in the prescribed way and form through the PDA's Call Centre. The PDA will then inform all concerned credit providers of the existence and contents of such formal dispute within 20 (twenty) calendar days of receipt thereof. Should the dispute not be resolved within 60 (sixty) business days of the lodging thereof, the PDA will immediately divert the dispute to the Debt Counsellor for referral to the National Consumer Tribunal, or to the ombudsman with jurisdiction, for adjudication.

## 4. DUTIES OF THE CONSUMER AND/OR DEBT COUNSELLOR

- 4.1 The consumer and/or debt counselor for the consumer must provide to the PDA correct and precise details applicable for the effective and accurate collection and distribution of the monies received;
- 4.2 The consumer and/or Debt Counsellor for the consumer must notify the PDA timeously of any changes to be made.
- 4.3 In the event that a consumer defaults by not making his monthly payment to the PDA, the PDA will be entitled to take the necessary legal steps to procure such payment including, but not limited to, applying for an emolument attachment order against the emoluments of the consumer. The consumer will be liable for all legal fees and expenses incurred in taking such necessary steps.

## 5. FEES PAYABLE TO THE PDA

- 5.1 The PDA will receive the following fee in respect of the services and functionality provided in terms of this Agreement:
  - (i) A fee of R5.00 for each payment of between R1.00 and R200.00 distributed to each credit agreement included in the consumer's debt re-arrangement plan;
  - (ii) A fee of R10.00 for each payment between R201.00 and R500.00 distributed to each credit agreement included in the consumer's debt re-arrangement Plan;
  - (iii) A fee of R30 of each payment exceeding R500.00, to be distributed to each credit agreement included in the consumer's debt re-arrangement plan;
  - (iv) These amount are exclusive of
    - (a) value added tax;
    - (b) Legal fees payable on a scale as between party and party.
- 5.2 The Consumer undertake to pay the fees as an additional amount of the re-structured payment and agree that the PDA may recover these fees as preferential claim from collected monies before distributions are made to the credit providers.
- 5.3 The PDA not to repay any interest earned on amounts deposited in the Attorney's Trust Account of the PDA due to the fact that all interest earned as such will be payable to the Law Society in order to obtain a valid Fidelity Fund Certificate.

## 6. GENERAL

- 6.1 The parties hereby choose the addresses in the heading of this agreement as their respective *domicilia citandi et executandi*.
- 6.2 This agreement, together with this clause, may only be amended or cancelled if the amendment or cancellation is in writing and signed by the parties hereto.
- 6.3 In the event of the consumer committing breach of contract, the PDA shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or in law, to cancel this agreement immediately, without notice to the consumer.
- 6.4 The PDA shall not be liable in contract or delict for any loss, damages, cost or expenses, directly or indirectly incurred as a result of information supplied by, misrepresentations, fraudulent acts or willful default on the part of the Debt Counsellor or its agents or the consumer or the credit providers.
- 6.5 No relaxation or indulgences that either party may afford the other of failure by any party to enforce its rights consequent to any breach of this agreement shall in any way prejudice the rights of the first mentioned party nor shall such a party be stopped from exercising its rights by reason thereto.
- 6.6 In the event of a dispute arising between the parties in respect of this agreement, the aggrieved party shall notify the other of the existence of the dispute within 7 (seven) days of the matter arising. Thereafter the parties shall negotiate in good faith to settle this dispute as expeditiously as possible but in any event within a period of 30 (thirty) days of the matter being referred to them. Should the parties be unsuccessful, the parties may agree that the matter be solved through a process of arbitration in accordance with the rules and procedures of AFSA (The Arbitration Foundation of South Africa).

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.

WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_

On behalf of the PDA

2. \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.

WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_

On behalf of the Consumer

2. \_\_\_\_\_

SCHEDULE 1C



Po Box	1896
	POTCHEFSTROOM 2520
Tel no	083 650 6117 / 018 294 2120
E-mail	adpro@mweb.co.za

BANK DEBIT ORDER INSTRUCTION

Name/Debtor		Date of Deduction	
Address		Signatory Name	
		Tel No	
		Cell No	

Dear Sirs/Madams  
The details of my bank account are as follows:

DEBIT ORDERS	
BANK	
BRANCH/TOWN	
BRANCH NO	
ACCOUNT NAME	
ACCOUNT NO	
TYPE OF ACCOUNT	Savings; current; transmission

I/we hereby request and authorize you to draw against my/our account with the above-mentioned bank (or any other bank or branch to which I/we may transfer my/our account), the sum of \_\_\_\_\_ (state amount in words) or any variable amount pertaining to this agreement, on the determined day of each month. This being the amount payable in terms of the NCA procedure for debt review

All such withdrawals from my/our account by you shall be treated as though they had been signed by me/us personally.

I/we agree to pay any banking charges relating to this debit order instruction.

This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally payable to you.

Assignment:

I/we acknowledge that the party hereby authorized to effect the drawing(s) against my account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200

