

**APPLICATION FOR A PAYMENT PLAN IN TERMS OF SEC129 (1) (A) AND SEC  
130 READ TOGETHER WITH SEC 134A OF THE NATIONAL CREDIT ACT  
(ACT 34 OF 2005)**

Applicant's surname and initial(s)

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**DOCUMENTS TO BE ATTACHED TO THIS APPLICATION**

|                               |   |
|-------------------------------|---|
| ID:                           | Copy of ID document   |
| FICA:                         | Copy of a utility or bank statement, an account or any document showing your residential address. (Not older than 3 Months)                                     |
| Payslip:                      | Copy of payslip/pay sheet   |
| <b>Creditors:</b>             | <b>Full account and reference details of all creditors</b>  |
| Lawyers' letters and summons: | Please note that, should you have been summonsed to appear in Court, you will have to appear, as this process does not stop any court appearances and processes |
| Agent's Code:                 | _____   |

Title: \_\_\_\_\_ ID no: \_\_\_\_\_  
Surname: \_\_\_\_\_ Full names: \_\_\_\_\_  
Phone no: \_\_\_\_\_ Cell no: \_\_\_\_\_  
Residential address: \_\_\_\_\_  
\_\_\_\_\_ Code: \_\_\_\_\_  
Email: \_\_\_\_\_ Marital status: \_\_\_\_\_  
Dependants: \_\_\_\_\_ Home owner (Y/N): \_\_\_\_\_

## EMPLOYMENT DETAILS

Employer/Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Code: \_\_\_\_\_  
Date started: \_\_\_\_\_ Employee no:   
Work tel no: \_\_\_\_\_ Pay date: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Email address: \_\_\_\_\_

### ARE YOU CURRENTLY UNDER DEBT REVIEW OR ADMINISTRATION?

Yes No

## CREDITORS

| Creditor | Reference number | Outstanding balance | Monthly instalment | Yes | No |
|----------|------------------|---------------------|--------------------|-----|----|
| 1        |                  | R                   | R                  |     |    |
| 2        |                  | R                   | R                  |     |    |
| 3        |                  | R                   | R                  |     |    |
| 4        |                  | R                   | R                  |     |    |
| 5        |                  | R                   | R                  |     |    |
| 6        |                  | R                   | R                  |     |    |
| 7        |                  | R                   | R                  |     |    |
| 8        |                  | R                   | R                  |     |    |
| 9        |                  | R                   | R                  |     |    |
| 10       |                  | R                   | R                  |     |    |

## SPECIAL POWER OF ATTORNEY FOR MEDIATION

I, the undersigned \_\_\_\_\_ (ID no: \_\_\_\_\_)

Street address \_\_\_\_\_

- Acknowledge that:
  - My personal financial situation is of such a nature that I am currently unable to meet my present and future monthly commitments. I foresee that the situation will continue for a period of longer than six (6) months from this date.
  - The ADS distribution programme, the mediation process and the proposed payment plan to creditors have been fully explained to me and is acceptable to me. I acknowledge that it may, if implemented, drastically improve my present financial positions with the ultimate goal of having me financially rehabilitated.
- Instruct ADS, their attorneys and/or their nominees to take whatever legal steps they may deem necessary to ease or improve my financial position, as well as to improve my ability to meet my current financial liabilities, either in full or in part, towards my creditors and to propose a payment plan to my creditors as contemplated in Sec 129 (1) (a) and Sec 130 of the National Credit Act, together with the relevant sections of the Magistrates Court Act, 32 of 1944 (as amended) and the Consumer Protection Act, 68 of 2008.
- Grant the following powers, as mentioned in paragraph 2 above, to ADS and/or their attorneys:
  - To obtain and disclose all information regarding my financial position to my creditors.
  - To negotiate a reduced and/or delayed monthly instalment plan with my creditors.
  - To cancel any authority given by me to my creditors prior to this agreement that may be necessary to improve my financial position.
  - To propose a payment plan to my creditors as contemplated in Section 129 (1) (a) and Sec 130 read together with Sec 134 A of the National Credit Act.
  - To instruct and authorise IMB to deduct all monies necessary from my IMB account and to distribute them to my creditors on a monthly basis, as set out in the Consent to Mediate.
  - Not to act in contravention of any South African legislation.
  - Instruct IMB to collect the distribution amount through a debit order from my current bank account and to pay the collected amount into my IMB distribution account for onward distribution to my listed creditors.
- Give my consent to ADS and/or their attorneys to request and receive my credit information ("credit report") from any registered credit bureau. I also consent to the release of the said information by the credit bureau to ADS and/or their attorneys.
- Agree that ADS and/or their attorneys may obtain and utilise credit bureau records and information as required for credit, risk and affordability assessment, as well as tracing purposes and any other purposes contemplated by the National Credit Act 2005. ADS and/or their attorneys may report or release any such information to another person to the extent permitted or required by the Act, other national legislation or provincial legislation, or an order of the court or the national consumer tribunal established by the National Credit Act, provided that it is related to and limited to the purpose of debt mediation.
- Acknowledge that the service/s to be rendered by ADS and/or their attorneys on my behalf are clearly understood by me, and that neither ADS nor their attorneys will make any payments on my behalf of any amounts owed to any of my creditors, save for such monies that I have paid to them to distribute to my creditors to settle outstanding debts owed.
- Acknowledge that the above process is subject to acceptance by my creditors. I have been informed that my creditors may decide to reject the repayment plan and take legal action against me to protect their own interests. Should this happen, I will not hold ADS and and/or their attorneys responsible or liable for any damage I may suffer as a result.
- Acknowledge that I have been informed that the payment period of my debt through this programme will be extended over a longer period of time, that interest will accrue on the outstanding amount as was agreed with the credit provider, and that this is currently the only way I can alleviate and improve my present financial position, with the ultimate goal of being financially rehabilitated.
- Indemnify all employees and nominees of ADS and/or their attorneys against any claim that may be instituted against them arising from any act or omission by any person appointed by them or their nominee in the lawful execution of the terms of this Power of Attorney entered into with myself. I confirm that ADS and/or their attorneys shall not be liable for any damages suffered by me resulting from any act or omission, however arising.
- Confirm that the advice given to me is not and shall not be construed as financial advice as contemplated in the Financial Advisory and Intermediary Services Act, 37 of 2002.
- Agree that if I do not punctually pay any amount to ADS and/or their attorneys as contained herein, ADS and/or their attorneys shall be entitled to, with seven days' prior notice to me, terminate this mandate and decline to further act on my behalf. This will have the result that my creditors may collect amounts due to them as they may deem fit, directly from myself.
- Acknowledge that all lawful actions taken by ADS and/or their attorneys under this Power of Attorney are tacitly agreed by me, that I ratify them and that I will be bound to such agreements as principal debtor.

**I declare that:**

- the information in this document is true and correct.
- I have read the terms and conditions of this agreement.
- The mediation programme and the contents of this agreement have been fully explained to me.
- I understand the mediation process and programme, and want to be assisted by ADS throughout the mediation process and programme.

## HOW DOES THE PROGRAMME WORK

**PLEASE NOTE THAT YOU WILL NOT BE PLACED UNDER ADMINISTRATION, DEBT REVIEW OR COUNSELLING, BUT ON AN INFORMAL DISTRIBUTION PROGRAMME WHICH WILL BE NEGOTIATED ON YOUR BEHALF BY ADS AND THE ATTORNEYS, WITH ALL YOUR CREDITORS**

- ADS will negotiate, on your behalf, with your creditors in an effort to reduce your monthly expenses with the ultimate goal to improve your current personal financial situation to such an extent that you will be able to meet your present and future monthly commitments.
- ADS cannot assist with bonds, motor vehicle finance, garnish orders, maintenance, SARS and traffic fines. All other accounts are negotiable.
- ADS will negotiate an instalment that is more affordable for you and therefore improve your net disposable monthly income. ADS will then, in terms of Section 129 (1) (a) and Sec 130 of the NCA, propose a payment plan to the creditors.
- Once your application has been processed and approved, a Consent to Mediate will be issued by ADS which you will have to sign and return to ADS.
- On signing the Consent to Mediate, an account will be opened for you in your name at IMB. Your monthly payments to your creditors will be paid, allocated and disbursed to the various creditors stipulated in the Consent to Mediate from your IMB account.
- IMB will issue you with your own secure login details and unique pin number on the account, so you can gain access to your mediation account at IMB via your cellphone and/or internet, thus enabling you to verify the payments made to your various creditors on your behalf.
- The mediated amount payable to the individual creditors on a monthly basis will be distributed to the creditors through the IMB distribution account from the first month onwards. Payment into the distribution account must be made by way of having your salary account changed, by installing a [stop order](#) or debit order payable to:  
**Account Name: YOUR NAME | Bank: STANDARD BANK | Branch Code: 020 909 | Account Number: 070363773 | Reference: YOUR MOBILE PHONE NUMBER**  
This is an Electronic Payment System Account in your own name, and monies will be distributed to your creditors from this account.
- You will be notified by SMS of all payments made on your behalf by ADS through the Electronic Payment System.
- A monthly fee of R350.00 will be charged by ADS to negotiate and communicate with your creditors on your behalf throughout the mediation process, to do the monthly distributions, to make payments to your various creditors and to maintain your IMB account. The monthly fee payable to ADS must be paid into the ADS bank account via stop order, in cash or by way of Electronic Funds Transfer (EFT). The payment must be made into the following bank account:  
**Account Name: ADS | Bank: STANDARD BANK | Branch Code: 020 909 | Account Number: 070363773**
- No upfront cash fee or payment is required or allowed to be charged by any agent. IMB however charges an amount of R200-00 per debit Card to be issued on the account (together with postages) and this amount together with the amount mentioned in 9 above (R550-00 in total), must be paid into your IMB account to activate your account and our services..
- Please note that should you have debit orders on your bank statement, it is your responsibility to have them removed and or stopped, and to inform the bank regarding the programme you are about to enter.
- It is imperative that you close the bank account into which your salary is currently deposited, as all your current debit orders will still be deducted from your current bank account, despite the fact that alternative arrangements have been made with your creditors. To save time, your ADS representative can assist you with opening a full transactional account with IMB.
- If you have a Warrant of Attachment on your furniture from a furniture store, please inform the store regarding the programme that you are about to enter, as they might proceed to collect your furniture and other assets acquired under asset finance.
- Please note that this is an Informal Distribution programme and that you might already be "blacklisted" as you are in arrears with your accounts or are a slow payer.
- Should you wish to withdraw from the process once the Consent to Mediate is signed and your first payment has been received, no refund will be considered.

**I hereby confirm that the above information is both true and correct and is a just reflection of my current financial position**

Signed at: \_\_\_\_\_ on \_\_\_\_\_ 2015

Applicant Signature: \_\_\_\_\_

