

*Please note that we will only open a file upon receipt of this document*

*Remember: The best remedy to indebtedness is to pay your debt!*

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## TERMS OF AGREEMENT

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Your Full Names: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir/Madam,

### **INTRODUCTION**

We thank you for engaging in discussions with consumer credit law consultants. Here is a brief synopsis of our approach:

#### Immovable Property:

- ✓ Consultation with client;
- ✓ Assessment of court file;
- ✓ Gathering of supporting documentation;
- ✓ Compile (draft) Interdict: Application to stay/suspend sale in execution; or
- ✓ Review of auction process;
- ✓ Review of compliance with 21 day conditions of sale;
- ✓ If possible interdict transfer (due to availability of arrears/non-compliance conditions of sale, etc..).

#### VAF (Vehicle) Movable Property:

- ✓ Consultation with client;
- ✓ Correspondence with credit provider & legal representatives;
- ✓ Obtaining Court file / Assessment of court file;
- ✓ Gathering of supporting documentation;
- ✓ Compile (draft) & Serve Rescission Application to stay/suspend execution proceedings.

✓ **Pricing/Fees and/or Deposit**

Consumer Credit Law (“CCL”) will discuss your personal circumstances and if agreed, CCL will bill you for legal consultancy services rendered on consumer law aspects. We will charge you a periodical fixed fee. This discounted fixed fee will be in respect of consultation and necessary assistance with your current consumer legal issue(s) including the initial legal opinion required.

*Please note that CCL will assist you with legal consultancy services including assistance to help you defend the commencement of legal proceedings and to answer action proceedings (including pleas, answering affidavits & related legal documents). CCL will not however assist you to launch court proceedings and to appear in court for proceedings. CCL will recommend one of its panel attorneys if the above mentioned services are required.*

**Panel Attorneys**

If the matter becomes a protracted court matter, then CCL will utilize the services of its panel of experienced and trusted consumer attorneys to provide legal services as and when required. Consumer Credit Law, will advise you whether briefing a firm of attorneys is necessary and will await your advices and authority to engage therein. If you agree to use one of our panel attorneys then you will receive a separate quotation for the services to be rendered

Yours faithfully,

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located below the closing text.

*The Consumer Credit Law Team*  
Per: ccl1@consumercreditlaw.co.za



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## CONSUMER CREDIT LAW CONSULTANTS MANDATE

I/We the undersigned, ("the consumer"),

**(PLEASE FILL IN FULL IMP\*)**

|  |       |
|--|-------|
| First names:*  |       |
| Surname:*  |       |
| Identity no./Passport no.:   |       |
| Address:*  |       |
| Work Tel:*   |       |
| Cell No.:*   |       |
| Asset (Home, Vehicle, Movables):*  |       |
| Account Number*  |       |
| Current Installment*   |       |
| Months in Arrears (Estimate)*  |       |
| Financier (Bank/Institution):*   |       |
| <i>I do accept the conditions of the agreement printed below hereof and agree to be bound by such conditions</i> |       |
| Signature:*  | Date: |
| Signature:*  | Date: |

**TERMS OF AGREEMENT:**

1. I do hereby give my consent and thereof provide a mandate to Consumer Credit Law to review my account with the above-mentioned institution, including but not limited to providing an opinion as well as engaging with the institution.
2. I do hereby nominate and appoint Consumer Credit Law to be my/our duly appointed agent to:
  - (i) Obtain all documentation pertaining to the account from the institution.
  - (ii) To negotiate on behalf with any representatives of the institution.
3. I agree to pay the consultancy and/or service fees as per the quotation received from Consumer Credit Law .
4. I agree that Consumer Credit Law will not render any service on my behalf before payment for said services is received.
5. I agree that Consumer Credit Law are legal consultants and will render legal consultancy advice and assistance on my behalf.
6. I agree to furnish all documentation pertaining to the account that I have in my possession and authorise Consumer Credit Law to obtain all confidential documentation from the bank.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020, in the presence of the undersigned witnesses:

AS WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

signed \_\_\_\_\_

Name: \_\_\_\_\_



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### SPECIAL POWER OF ATTORNEY

I/we, the undersigned,

NAME: \_\_\_\_\_

ID NO.: \_\_\_\_\_

do hereby nominate, constitute and appoint:

Name of Consultant: \_\_\_\_\_, of;  
CREDIT LAW CONSULTANTS, Reg. No. 2018/533320/07 and/or its authorised representative,

with power of Substitution, to be my/our lawful Attorney(s) and Agent(s) in my/our name, place and stead, to

ATTEND TO INQUIRY INTO MY CREDIT OBLIGATIONS INCLUDING AND NOT LIMITED TO DIRECT CONTACT WITH MY CREDIT PROVIDERS AND/OR ITS REPRESENTATIVES AS WELL AS RELATED INSTITUTIONS SUCH AS CREDIT BUREAU AS WELL AS THE OMBUDSMAN.

**and generally for effecting the purposes as aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes, as I/we might or could do if personally present and acting herein - hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my/our said Attorney(s) and Agent(s) shall lawfully do, or cause to be done, by virtue of these presents.**

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2020, in the presence of the undersigned witnesses:

AS WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

signed : \_\_\_\_\_

Name: \_\_\_\_\_

**A SUMMARY OF YOUR SITUATION AT PRESENT: INCLUDING THE REASON WHY YOU FELL INTO ARREARS:**

**HOUSE:**

**1. A foreclosure matter (House); answer the following questions:**

Do you have ability to service mortgage loan?: \_\_\_\_\_

Is it your primary residence?: \_\_\_\_\_

Did you go through a change in circumstances e.g. divorce, loss of income etc..?: \_\_\_\_\_

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Did you receive service (delivery) of Section 129 Notice, Summons, Notice of Attachment, Notice of Sale?: \_\_\_\_\_

Do you have an amount to pay the bank immediately?: \_\_\_\_\_

Do you have supporting documents showing expected income within the next 6 months?: \_\_\_\_\_

Has bond been extended to 30 years yet?: \_\_\_\_\_

Have legal and other fees been loaded onto the mortgage account and not billed separately?: \_\_\_\_\_

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**VEHICLE:**

**1. A movable asset matter (Vehicle); answer the following questions:**

Do you have ability to pay the monthly instalments?: \_\_\_\_\_

What are your current arrears?: \_\_\_\_\_

How many months have you skipped payment?: \_\_\_\_\_

Did you go through a change in circumstances e.g. divorce, loss of income etc..?: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did you receive service (delivery) of Section 129 Notice, Summons, Notice of Attachment, Warrant of Delivery, Notice of Sale?: \_\_\_\_\_

Did the sheriff come to your house to write down your goods?: \_\_\_\_\_

Did the sheriff (or bank) call you to come collect the vehicle?: \_\_\_\_\_

Do you have an amount to pay the bank immediately?: \_\_\_\_\_

Do you have supporting documents showing expected income within the next 6 months?: \_\_\_\_\_

Have legal and other fees been loaded onto the account and not billed separately?: \_\_\_\_\_