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**IN THE NATIONAL CONSUMER TRIBUNAL HELD IN CENTURION**

**Case Number: NCT/75475/2017/138(1)(P)**

In the matter between:

**BENAY SAGER  
NCR REGISTRATION NUMBER: 2484**

**APPLICANT**

**And**

**SHAYLENE ADONIS  
IDENTITY NUMBER: [7....]**

**1<sup>ST</sup> CONSUMER**

**BYRON JOHN ADONIS  
IDENTITY NUMBER: [7....]**

**2<sup>ND</sup> CONSUMER**

**And**

**ABSA BANK LIMITED  
AFRICAN BANK LIMITED  
BMW FINANCIAL SERVICES (SOUTH AFRICA) (PTY) LTD  
FIRST NATIONAL BANK, A DIVISION OF FIRSTRAND BANK LIMITED  
FOSCHINI RETAIL GROUP (PTY) LTD  
GETBUCKS (PTY) LTD  
GO-DEBT (PTY) LTD  
ITHALA LIMITED  
MRP MONEY, A DIVISION OF MR PRICE GROUP LIMITED ON BEHALF OF MR  
PRICE HOME  
NEDBANK LIMITED  
QUICKDRAWSOFTWARE SOLUTIONS (PTY) LTD, T/A CASH CONVERTERS  
MIDRAND  
RCS GROUP  
RCS HEALTH CARE  
RCS PERSONAL FINANCE (PTY) LIMITED  
STANDARD BANK OF SOUTH AFRICA LIMITED  
SYNDICATED DEBT COLLECTORS t/a DEBT TEC ON BEHALF OF ATLAS  
FINANCE (PTY) LTD  
TRUWORTHS LIMITED**

**1st Respondent \ Credit Provider  
2nd Respondent \ Credit Provider  
3rd Respondent \ Credit Provider  
4th Respondent \ Credit Provider  
5th Respondent \ Credit Provider  
6th Respondent \ Credit Provider  
7th Respondent \ Credit Provider  
8th Respondent \ Credit Provider  
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10th Respondent \ Credit Provider  
11th Respondent \ Credit Provider  
  
12th Respondent \ Credit Provider  
13th Respondent \ Credit Provider  
14th Respondent \ Credit Provider  
15th Respondent \ Credit Provider  
16th Respondent \ Credit Provider  
  
17th Respondent \ Credit Provider**

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**VARIED CONSENT ORDER**

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The original order on this matter was signed on 8 May 2017. During August 2017 the debt counsellor applied for a variation of the order to reflect the correct interest rate terms for the BMW Financial Services (South Africa) (Pty) Ltd loan. The application was granted. The order is now varied to reflect the term *"Linked to the prime interest rate"* in respect of the BMW Financial Services loan.

No other changes to the order have been made.

The Tribunal, having read the papers filed of record and being satisfied that the Applicant(s) and The Respondent(s) are parties to a debt re-arrangement facilitated by a Debt Counsellor under section 86(7)(b) read with section 138(1) of The National Credit Act, Act 34 of 2005 (the Act), hereby makes the following order:

1. The payment structure between the consumer (s) and the credit provider(s) is confirmed as an order of the Tribunal in terms of section 150 of the Act

	Credit Provider	Reference	Current Outstanding	Proposed Payment Period	Proposed Annual Interest	Proposed Instalment	HOMEOWNERS COMPREHENSIVE	LIFE ASSURANCE
1	RCS GROUP	0005022190307630345	R20,558.70	60	0.55%	R355.56		
2	RCS HEALTH CARE	6010240800023330828	R3,070.15	36	0.55%	R88.73		
3	RCS PERSONAL FINANCE (PTY) LIMITED	6010246100000423215	R6,413.47	60	0.66%	R112.02		
4	FOSCHINI RETAIL GROUP (PTY) LTD	0010010001018923107	R21,037.02	60	0.60%	R359.44		
5	TRUWORTHS LIMITED	10101106342252	R18,194.56	60	0.60%	R314.47		
6	TRUWORTHS LIMITED	10101117208760	R5,014.87	60	0.60%	R85.68		
7	NEDBANK LIMITED	8002760841601	R30,806.95	60	0.68%	R542.12		
8	NEDBANK LIMITED	8002513569501	R6,268.01	60	0.67%	R109.27		
9	ITHALA LIMITED	79426675	R40,098.88	59	8.50%	R688.90		
10	ABSA BANK LIMITED	0000008065138307	R862,848.18	0	9.00%	R2,770.84	R552.11	R306.71
				59		R7,811.83		
				295		R8,151.81		
11	STANDARD BANK OF SOUTH AFRICA LIMITED	060291478	R35,035.05	60 months or until repayment of the debt or until you can meet your original contractual obligations, whichever occurs earlier	0.50%	R597.86		
12	QUICKDRAWSOFTWARE SOLUTIONS (PTY) LTD, T/A CASH CONVERTERS MIDRAND	2389269	R6,200.00	52	0.96%	R111.56		
13	ATLAS FINANCE (PTY) LTD	0L7-02556-0001	R6,567.55	Until Settled	10.00%	R300.00		
14	BMW FINANCIAL SERVICES (SOUTH AFRICA) (PTY) LTD	141000100782264	R63,228.30	73	13.25% - Linked to the prime	R1,380.08		

					interest rate			
15	QUICKDRAWSOFTWARE SOLUTIONS (PTY) LTD, T/A CASH CONVERTERS MIDRAND	2470081	R8,000.00	52	0.71%	R140.78		
16	GO-DEBT (PTY) LTD	9429	R3,593.10	35	9.75%	R104.01		
17	AFRICAN BANK LIMITED	7791693001	R73,242.83	58	0.66%	R1,272.32		
18	ABSA BANK LIMITED	0000008067221746	R44,738.09	1	9.00%	R131.26		
				59		R400.18		
				183		R407.06		
19	MRP MONEY, A DIVISION OF MR PRICE GROUP LIMITED ON BEHALF OF MR PRICE HOME	0028344856	R3,921.80	Until Settled	0.55%	R143.06		
20	GETBUCKS (PTY) LTD	[7.....] - SA00/247899	R5,572.51	58	0.96%	R90.38		
21	QUICKDRAWSOFTWARE SOLUTIONS (PTY) LTD, T/A CASH CONVERTERS MIDRAND	68392	R3,079.85	45	0.67%	R66.03		
22	ABSA BANK LIMITED	5471196193522013	R1,159.32	1	0.54%	R136.32		
				16		R62.06		
				1		R53.47		
23	STANDARD BANK OF SOUTH AFRICA LIMITED	606495770001	R159,505.29	38 months or until repayment of the debt or until you can meet your original contractual obligations, whichever occurs earlier	9.05%	R4,866.87		
24	FIRST NATIONAL BANK, A DIVISION OF FIRSTRAND BANK LIMITED	4000037443294	R7,920.06	53	0.66%	R150.72		
25	GO-DEBT (PTY) LTD	59949	R3,748.71	15	9.75%	R295.87		

26	QUICKDRAWSOFTWARE SOLUTIONS (PTY) LTD, T/A CASH CONVERTERS MIDRAND	2417202	R8,354.00	54	0.67%	R131.79		
27	STANDARD BANK OF SOUTH AFRICA LIMITED	062313762	R12,158.64	60 months or until repayment of the debt or until you can meet your original contractual obligations, whichever occurs earlier	0.00%	R160.14		
28	FIRST NATIONAL BANK, A DIVISION OF FIRSTRAND BANK LIMITED	4000052576887	R12,398.81	59	0.67%	R217.15		
29	QUICKDRAWSOFTWARE SOLUTIONS (PTY) LTD, T/A CASH CONVERTERS MIDRAND	2402194	R8,373.00	54	0.67%	R132.09		
30	STANDARD BANK OF SOUTH AFRICA LIMITED	060248831	R1,158.47	18 months or until repayment of the debt or until you can meet your original contractual obligations, whichever occurs earlier	0.50%	R60.98		
31	GO-DEBT (PTY) LTD	6659	R7,442.80	11	9.75%	R834.06		

2. The parties' attention is drawn to sections 71(1),71(5)(a) and 152 of the Act which states as follows:

**Section 71(1).**

A consumer, whose debts have been re-arranged in terms of part D of this chapter, may apply to a debt counsellor at any time for a clearance certificate

**Section 71(5)**

Upon receiving a copy of a clearance certificate, a credit bureau, or the national credit register must expunge from it's records the fact that the consumer was subject to the relevant debt re-arrangement order or agreement

**Section 152**

Any decision, judgement or order of the Tribunal may be served, executed and enforced as if it were an order of the High Court.

3. The parties are warned that failure to comply with the order of the Tribunal constitutes an offence in terms of section 160(1) of the Act

Dated at CENTURION on 25 October 2017

*(Signed)*

**Adv J Simpson  
Presiding Member  
National Consumer Tribunal**