



Western Cape  
Government



Department of Economic Development and Tourism

# Personal Financial Toolkit

2022

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# Introduction

Financial literacy matters on many levels and helps people manage their financial affairs and improve their standard of living if handled well. Even in times of crisis, those who would have planned and managed their finances well can weather the storm. Sound financial decisions become easier. Making poor financial decisions have serious implications on an individual's life and livelihood.

Being financially literate allows individuals to be better prepared for economic crises that tend to affect people's finances like the current pandemic. The pandemic has caused havoc in people's lives. Some people have lost their assets such as cars and houses. It is times like these that those who made wise decisions such as savings for a rainy day or who took credit insurance to cover loss of employment have managed to keep their assets despite them having been retrenched.

Personal financial management consists of many components and requires skill, knowledge, and information to make the right decisions. Besides, the components there are also terms used that citizens should familiarise themselves with. This booklet seeks to provide such information that will allow citizens to make informed decisions. The booklet also implores citizens to consult with their financial advisers to get a deep understanding of personal financial management. The information provided as well as the terms are not exhaustive. The booklet seeks to create awareness and is not a substitute for professional financial advice offered by registered financial advisors.

On the following pages are some of the fundamental components and terms used in financial literacy that should be learned.

# Basic Financial Terminology

- **Credit score** A credit score is a numerical expression based on a level analysis of a person's credit files, to represent the creditworthiness of an individual.
- **Compound interest** Compound interest (or compounding interest) is the interest on a loan or deposit calculated based on both the initial principal and the accumulated interest from previous periods.
- **Simple interest** Simple interest is a quick and easy method of calculating the interest charge on a loan. Simple interest is determined by multiplying the daily interest rate by the principal by the number of days that elapse between payments.
- **Security** A stock, bond, or other tradable assets. It is pretty much the opposite of the more commonly known definition of "security," meaning safe and free from danger.
- **Asset** Another term for an equity or something you own.
- **Liability** Another term for debt or something you owe money on.
- **Net Worth** What people should use to measure how financially successful they are. The sum of your assets minus your liabilities. What you own, minus what you owe.
- **Risk** Risk is defined in financial terms as the chance that an outcome or investment's actual gains will differ from an expected outcome or return. Risk includes the possibility of losing some or all of an original investment.
- **Currency** A system of money in general use in a particular country.
- **Cryptocurrency** A digital currency in which transactions are verified and records maintained by a decentralized system using cryptography, rather than by a centralized authority.
- **Fintech** Computer programs and other technology used to support or enable banking and financial services.
- **Credit** Money that is deposited into my bank account (salary) or money that is borrowed from someone or a bank which you must pay back to the lender.
- **Savings** account An account where you make deposits every month and the bank pays you interest on the money in your account.



- **Credit** Credit is money that goes into your account e.g., salary or wages.
- **Debit** Money that goes out of your account when you withdraw money or pay an account.
- **Hire Purchase (HP)** A system by which a person buys goods and services on credit and generally a deposit is given. Hire Purchases are usually used to buy expensive goods, such as televisions and motor cars.
- **Lay byes** A system which is usually used by consumers to buy non-expensive goods which they do not want to buy cash, or on hire purchase. Lay byes which is paid off within six (6) months are considered as a cash purchase.
- **Interest** The cost of money borrowed (e.g. making a loan or buying a car).
- **Initial Payment** (Deposit) The amount that someone pays when buying a car or furniture on credit. The article is usually paid off in equal monthly payments, called instalments.
- **Principle amount** The amount that someone borrows (i.e. buying a car or furniture) and must pay before any deposit is deducted.
- **Instalments** Equal amounts paid when buying something (i.e. a car, or furniture) on credit.
- **Insurance** An arrangement in which an individual or entity receives financial protection or reimbursement against losses from an insurance company.

# Why must I practice financial planning?

THERE ARE **6** MAIN REASONS WHY FINANCIAL PLANNING IS IMPORTANT:



## REASONS FOR FINANCIAL PLANNING

# Savings

July is regarded in South Africa as national savings month. This is a time when the South African Saving Institute (SASI), consumer protection agencies and the financial service sector join hands in encouraging South Africans to save income for future use. Savings amongst South African consumers has been regarded as extremely poor compared to other countries.

No matter whom you are, saving money every month is important. For a good future, a future with hope, you need to put away some of the money you earn.

We all need to save.

## MANY THINGS ARE POSSIBLE IF WE SAVE:



Education for  
you & your kids



Starting a small  
business



Buying a house



Buying a car

- Most of us save for the things we want soon. This is called **short-term saving**. This is usually when you save for a few months to a year.
- If you save for 3 – 5 years, it is called **medium-term saving**.
- Long-term saving** is when you save for 5 – 20 years.

METHOD OF SAVING	ADVANTAGES	DISADVANTAGES
The mattress method		<ul style="list-style-type: none"><li>Not safe</li><li>No growth</li></ul>
The savings club (stokvel)	<ul style="list-style-type: none"><li>Easy to understand</li><li>Usually trust each other</li><li>Takes turns to get savings</li><li>Members usually live close to each other</li></ul>	<ul style="list-style-type: none"><li>No written rules and contracts</li><li>No protection for money</li><li>Interest is not earned</li></ul>
Banks and other financial institutions	<ul style="list-style-type: none"><li>Safe</li><li>Banks have rules to protect you</li><li>Earns interest</li></ul>	<ul style="list-style-type: none"><li>People might not understand banks and what they do</li></ul>

# Budget

A budget is the plan you use to make your money work for you and not you for your money. A budget will help you to:

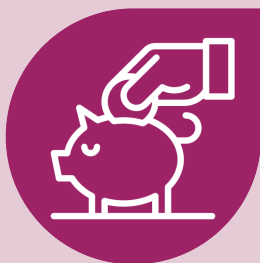
- Plan and manage your own financial well being
- Develop an understanding of your income and expenditure patterns
- Plan short- and long-term financial commitments
- Plan your future carefully

## EXAMPLE OF A BUDGET

INCOME			
	<b>Salaries</b>		
		Lindiwe	R 2 200
		Tito	R 3 400
	<b>Rent</b>		
		Tenant	R 500
<b>TOTAL</b>			<b>R 6 100</b>
EXPENSES			
	<b>House</b>		
		Rent	R 900
		Food	R 3 200
		Electricity	R 100
		Water	R 30
	<b>Family</b>		
		Travel	R 1000
		School Fees	R 80 (R40 x 2)
<b>TOTAL</b>			<b>R 6 100</b>



# What is the difference between Savings and Investments?



**Savings** enable you to plan for your future and that of your family.



**Investments** have some of the same characteristics, but generally investments make it possible for you to use your money to make more money. Instead of spending your extra money, you can invest the money, either regularly or as and when you have money to invest

## DIFFERENT TYPES OF INVESTMENTS

- Stocks
- Bonds
- Unit Trusts
- Exchange-traded funds
- Real estate investments
- Hedge funds and private equities

**For more information on investments, contact your financial advisor.**

# Beware of illegal investments



## **PONZI SCHEMES**

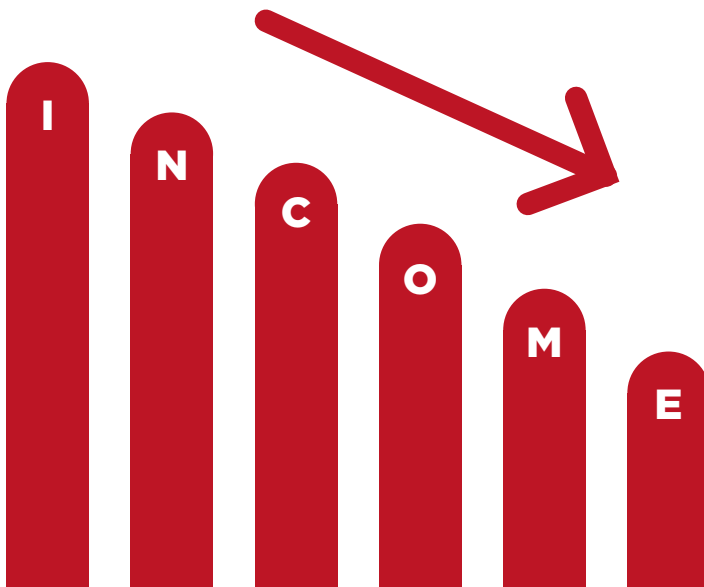
The basic framework of a Ponzi scheme can be applied and reapplied in countless contexts. The scheme revolves around the process of paying old investors with the money you get from new investors. After the schemer has convinced a handful of investors to give him money, he would usually buy a nice office and furniture which he will use to con more investors. He will use this money from the second round of investors to firstly pay himself and then he will use some of the money to pay the first-round investors. Eventually he will find a third round of investors which he will take money from to pay the second-round investors and also deliver more returns to the first-round investors. The scheme will continue in this way until it becomes unsustainable, and the house of cards will collapse.

## THE DIFFERENCE BETWEEN PONZI- AND PYRAMID SCHEMES

Ponzi- and pyramid schemes share some similarities, but they are not exactly the same. The essential difference between a pyramid scheme and a Ponzi scheme is that a Ponzi schemer will only ask you to invest in something. You won't be asked to take any more action than handing over the money. He or she will claim to take care of the rest and give you your returns late.

The Pyramid schemer will offer you an opportunity to make the money yourself. It requires more work though: You have to buy the right to start a franchise or start recruiting more people like yourself. The recruits will often pay the recruiter a cut of their profits.

The difference may seem slight, but one point to keep in mind is that unlike pyramid schemes, Ponzi schemes are always illegal. It involves deceit to convince someone to invest money that won't actually be invested.



# Cryptocurrency

## WHAT IS A CRYPTO ASSET?

Crypto assets cannot be narrowly or easily defined as they may perform different functions depending on their design and use. Although Bitcoin specifically was designed to function both as a payment instrument and a payment system, subsequent crypto assets vary greatly in terms of their design and proposed use cases: some intend to serve as a payment instrument (whether domestic or cross-border), a payment system, an international remittance instrument, an investment, a means to pool investments (similar to a collective investment scheme), a security, or a combination of these functions. When combining tax, exchange control, money laundering, terrorist financing, intermediary service, financial advice and consumer protection issues with the above-mentioned functions that may potentially be performed by crypto assets, it quickly becomes evident that crypto assets simply cannot be narrowly defined.



## HOW MANY CRYPTO ASSETS ARE THERE?

Bitcoin was the first crypto asset. It was announced through the Bitcoin white paper at the end of 2008, and the first Bitcoin transaction was recorded in January 2009. Following the 'mining' of the Bitcoin genesis block in 2009, the crypto asset ecosystem has grown to more than 10,000 'unique' crypto assets as at the time of writing, each with a relatively unique value proposition and design. The number of crypto assets in circulation continues to grow by around 10 crypto assets per day.

## WHAT ARE THE MAIN CONCERNS FROM A SOUTH AFRICAN REGULATORY PERSPECTIVE AROUND CRYPTO ASSETS?

In the domestic context, the main concerns around the use of crypto assets are around their well-documented use for illicit activities (including but not limited to tax evasion, money laundering and terrorism financing), the potential longer-term impact on the effectiveness of monetary policy tools, the potential longer-term impact on financial stability (through developments including but not limited to the creation of parallel payment systems), the flight of capital abroad through the evasion of South African exchange controls. There are then also consumer risks and consumer protection issues. Customers may invest in risky products or services that they do not fully understand, and which are unsuitable to their needs, or may fall prey to fraudulent players running scams purporting to relate to crypto asset products. SOUTH AFRICAN REGULATORS ARE STILL LOOKING INTO WAYS TO REGULATE CRYPTO.



### **DO CONSUMERS HAVE ANY RECOURSE FOR LOSSES SUFFERED BECAUSE OF INVESTING IN CRYPTO ASSETS?**

No. Crypto assets remain highly volatile and investing in crypto assets remains inherently risky. As with any investment, the ultimate responsibility to ascertain whether the risk associated with an investment lies with the consumer. As always, returns are not guaranteed, and past performance is not an indicator of future performance



# Accounts

## YOU GET DIFFERENT TYPES OF ACCOUNTS:

TYPE	EXPLANATION	ADVANTAGES	DISADVANTAGES
<b>30 Day accounts</b>	<ul style="list-style-type: none"><li>• Buy and pay full amount in 30 days from date of purchase</li></ul>	<ul style="list-style-type: none"><li>• Buy now and pay full amount in 30 days</li><li>• Do not have to carry cash on you</li></ul>	<ul style="list-style-type: none"><li>• Tempts you to spend more than you can afford</li></ul>
<b>Clothing and Furniture accounts</b>	<ul style="list-style-type: none"><li>• Gives a credit limit; pays off over period</li></ul>	<ul style="list-style-type: none"><li>• Do not need cash immediately</li><li>• Can plan expenses per month;</li><li>• 12, 18 or 24 months</li></ul>	<ul style="list-style-type: none"><li>• Could spend more than you can afford;</li><li>• May end up skipping payments</li></ul>
<b>Hire Purchase accounts</b>	<ul style="list-style-type: none"><li>• Buy item for a fixed amount; interest is added; pay over a fixed term</li></ul>	<ul style="list-style-type: none"><li>• Do not have to buy expensive items (cars, computers, television sets) for cash;</li><li>• Pay the large amount in small portions (i.e. instalments);</li></ul>	<ul style="list-style-type: none"><li>• Pay more because of interest; repossession</li></ul>

## TIPS FOR IF YOU HAVE ACCOUNTS



Know how much, and what types of accounts you have



Open account envelopes (balances, instalments)



Buy what you need, not what you want

# Retrenchment

With the advent of Covid-19, the financial strain on companies has forced many to restructure their businesses, impacting most significantly on their employees, with large-scale retrenchments becoming necessary, and which in essence is contributing to South Africa's weakening economy.

## WHAT MUST I DO IF I GET RETRENCHED?

- **Keep your emotions in check** – this process is very stressful for everyone involved, but it is always important to maintain a professional demeanor. Do not burn any bridges.
- **Seek legal advice** – A labour lawyer will be able to advise you on what is due to you with regards to severance and notice pay, commissions, bonuses, and overtime.
- **Contact your creditors immediately** – Don't run away. Let your credits know about your new financial reality as soon as it happens. YOUR CREDITOR WON'T KNOW THAT YOU ARE RETRENCHED.
- **Check to see if you have retrenchment cover** – This can be in the form of credit life insurance as well as other policies. If you have credit life insurance, claim from that insurance. Credit life insurance will usually cover up to six months.
- **Claim UIF** – If you contributed to the UIF, you could claim from this fund as well. This will be a deduction by your employer directly from your salary.
- **Manage your finances** - Make sure you have a budget for the months ahead. Remember to include the whole family in the budgeting process to make sure everyone is aware of the finances of the family.
- **Change your bank account** – Make sure you have the cheapest bank account available. Make sure you do not spend unnecessary money on bank fees.
- **Identify your crisis point on a calendar** – When you have your budget, be sure of how much time you have available to find a proper job.
- **Get what you are owed** – Make sure you get all the money owed to you by your employer.
- **Generate a new form of income** – While you are at home, make sure you keep busy. If you can, make something that you can sell or deliver to make sure that you don't waste time just sitting at home.
- **Put your CV together** – This is the perfect time to act and update your CV and apply for jobs.

- **Get financial assistance** – Make sure you find a financial advisor who has your best interest at heart, to help you make the best decisions with regards to your severance package.
- **Protect your retrenchment package** – Do not be tempted to spend your retrenchment package or use it to pay off major debt. Draw up a budget to make sure how long your funds will last.
- **Preserve your retirement benefits** – Do not be tempted to withdraw any of your retirement benefits. Preserve these funds for retirement.

## THE SEVERANCE PACKAGE

The Income Tax Act allows for a favourable tax treatment on retirement, death or severance benefits. The first R500 000 severance benefit is tax free and the amount above R500 000 up to R700 000 is taxed at 18%. Tax of 18% is charged on income up to R250 900. Only R25 000 is tax free if an employee makes early withdrawals from retirement funds. The Labour Law allows for a minimum payment of one week per completed year of service. SUBJECT TO CHANGE

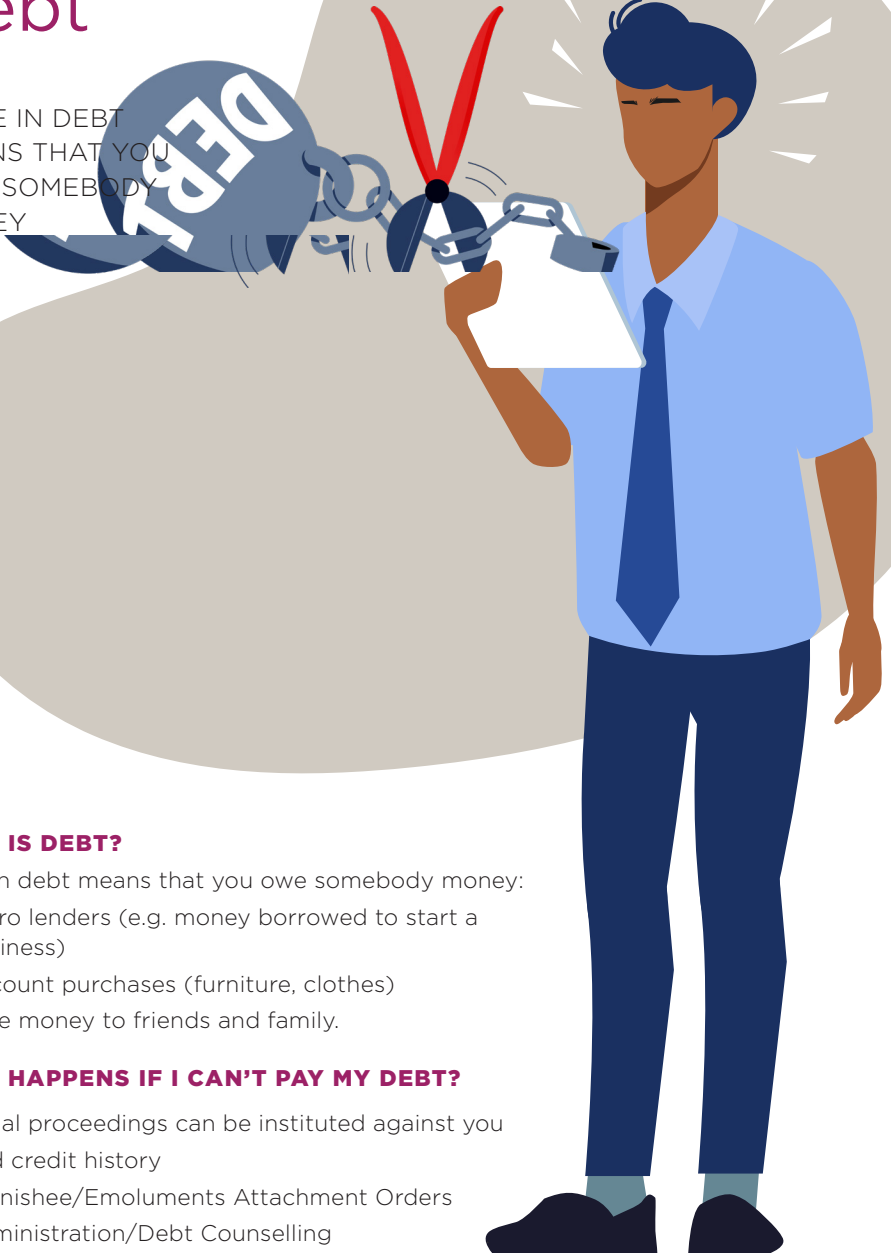
This scale is only available to you once in your lifetime. If it is used when you are retrenched, it cannot be used again when you retire, and your retirement fund will be taxed as per normal tax guidelines.





# Debt

TO BE IN DEBT  
MEANS THAT YOU  
OWE SOMEBODY  
MONEY



## WHAT IS DEBT?

To be in debt means that you owe somebody money:

- Micro lenders (e.g. money borrowed to start a business)
- Account purchases (furniture, clothes)
- Owe money to friends and family.

## WHAT HAPPENS IF I CAN'T PAY MY DEBT?

- Legal proceedings can be instituted against you
- Bad credit history
- Garnishee/Emoluments Attachment Orders
- Administration/Debt Counselling

## GARNISHEE/EMOLUMENTS ATTACHMENT ORDERS

- Section 61 of the Magistrate Court Act (MCA) Act 32 of 1944 describe emolument as: compensation/ salary, wages, remuneration or any allowance.
- Section 65J of the MCA grants the creditor the opportunity to receive weekly or monthly deductions made from the debtor's wages or salary by the debtor's employer before the debtor receives such wage or salary.
- The debtor's employer is obliged by court order to make such deductions, and in this instance is referred to as the garnishee (employer).
- Hence EAO is popularly known as **Garnishee Order**.
- It is a preferred method of collection, especially when the consumer does not have any attachable assets.
- The EAO process forms part of the debt collection process.
- The order can only be obtained if the court has authorised it.
- The Magistrates' Court Act (MCA) states that a credit provider must issue the order in the district where the debtor's employer resides/carries on business/ is employed.
- The order must be signed by the judgement creditor/ their attorney and the clerk of the court.
- A sheriff of the court must serve the order to the employer.
- If the employee changes employment, CP's attorney must serve a copy of the order on the new employer by sheriff.
- Should the order be lost or misplaced, the court can issue a new one upon application to court= all parties to be informed by registered mail.
- If a consumer can prove that he has insufficient funds after deductions, the order can be rescinded, or alternatively the instalment amounts can be decreased.

## DEBT COUNSELLING

Registration R300

The consumer pays a once-off professional fee of up to R6 000 for single application, but it can be up to R9 000 for a couple married in community of property. A monthly after care of up to R400 excluding vat or 5% of the distributed amount.

### **CAN A CONSUMER WITHDRAW FROM A DEBT REVIEW?**

A consumer can only withdraw or terminate the debt review process prior to declaration of over-indebtedness as per section 86(7) of the Act and issuance of Form 17.2 subject to payment to debt counselling fees. If a determination is made and no court order is in place, the consumer will remain under debt review.

A debt counsellor will notify the credit providers of the withdrawal by means of Form 17.W.

### **CAN A DC SUSPEND HIS/HER SERVICES?**

Where a consumer is not co-operating, prior to suspension a DC will give a consumer 10 business days to remedy the situation.

If the consumer does not respond in 10 business days, the DC can notify the creditors and the consumer by means of Form 17.W.



## THE DIFFERENCE BETWEEN DEBT COUNSELLING AND DEBT ADMINISTRATION

DEBT COUNSELLING	DEBT ADMINISTRATION
Helps clients to reduce their overall debt with creditors in the most effective way.	Takes a large part of the disposable income to offset the relatively high cost.
Introduced by the National Credit Act to deal with people who are in trouble with their finances and therefore have the support of, and have to be approved by, the Government.	Introduced prior to the new Credit Act with the view to resolve an individual's over indebtedness. This method can be very costly and with various limitations.
Ninety five percent (95%) of the debtor's monthly payments go to the creditors under a debt counselling plan.	One hundred percent (100%) of the debtor's monthly payments go to the debt administrator who distributes the payments per group of creditor at a time.
The debt counseling plan will manage all the payments to creditors from a central distribution agency on a monthly basis on behalf of the debtor.	Distribution of payments is done by lawyers and it is only done after all the costs have been deducted. In some cases it can take longer than a year before creditors get any payments.
Any amount of debt can be consolidated through debt counselling.	Debt cannot exceed R 50 000 in order to be placed under administration.

# Drawing up a will

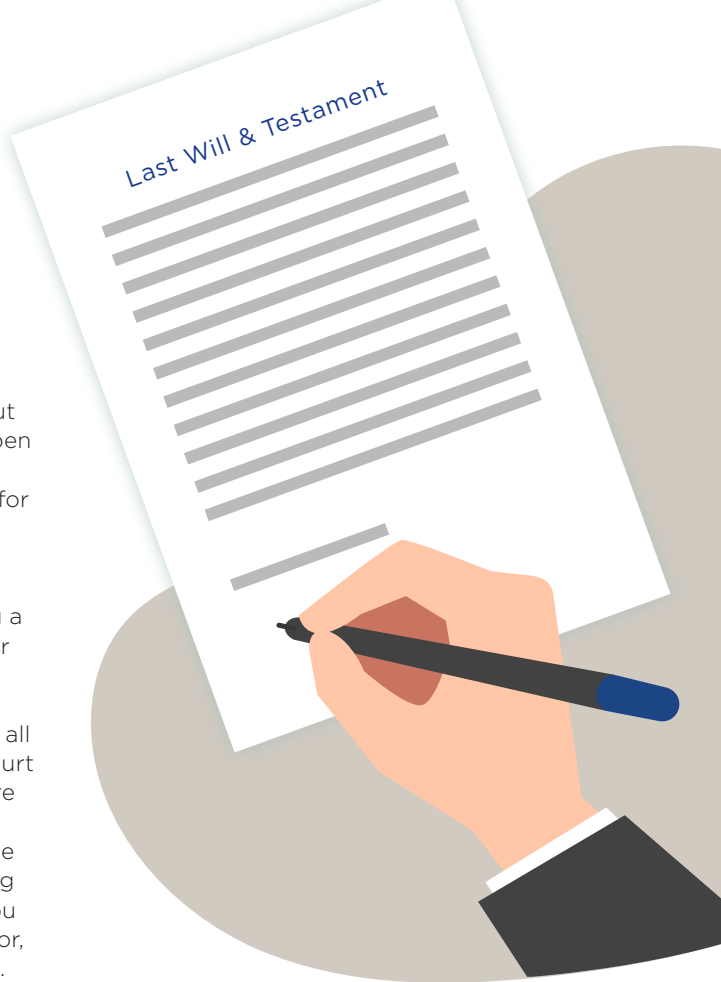
Nobody likes to talk about death, but what will happen to your family after you die? You are responsible for what happens after your death.

If you die without leaving a will (intestate), the Master of the High Court freezes your estate. This includes any money you have and all your possessions. The Court then decides how to share this out. Everything you worked for in your lifetime could end up in the wrong hands, and the people you worked hard to provide for, may end up with nothing.

A basic will can be bought at a stationary shop and signed by you and two witnesses, but it is best to go to a lawyer or your bank. They will help you draw up a professional will. Your bank or lawyer will be able to tell you how you can prepare your will to save tax and protect the interest of your dependants.

## **WHAT IS AN EXECUTOR?**

When you draw up your will, you have to appoint an executor. This person will do all the legal and administration work to settle your estate after your death. If your bank has drawn up your will, it will probably name itself as your executor.



# Addendum A

# Budget

**EXAMPLE OF A BUDGET**

INCOME			
	Salaries		
	Other		
TOTAL			
EXPENSES			
	House		
		Rent/Bond	
		Food	
		Electricity	
		Water	
		Other	
	Family		
		Transport	
		School Fees	
TOTAL			

Addendum B

# Summons





J786

REPUBLIC OF SOUTH AFRICA

## No. 2 - Summons

(Claim in respect of debt or liquidated demand)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT/REGION OF .....

HELD AT .....

CASE NO: .....

In the matter between:

..... Plaintiff

and

..... Defendant

To the sheriff or his/her deputy:

INFORM ....., of .....  
(state sex and occupation) ..... (hereinafter called the defendant),  
that....., of ..... (state sex and occupation)  
..... (hereinafter called the plaintiff), hereby institutes  
action against him or her in which action the plaintiff claims:  
(Here set out in concise terms plaintiff's cause of action)

INFORM the defendant further that if defendant disputes the claim and wishes to defend the action he or she shall within .....days of the service upon him or her of this summons file with the registrar or clerk of this court at ..... (here set out the address of the registrar's office) notice of his or her intention to defend and serve a copy thereof on the plaintiff or plaintiff's attorney, which notice shall give an address referred to in rule 13(3) for the service upon the defendant of all notices and documents in the action.

INFORM the defendant further that if he or she fails to file and serve notice as aforesaid, judgment as claimed may be given against him or her without further notice to him or her.

And immediately thereafter serve on the defendant a copy of this summons and return the same to the registrar or clerk of the court with whatsoever you have done thereupon.

DATED at .....this .....day of .....20....

.....  
 Registrar/Clerk of the Court

.....  
 Plaintiff/Plaintiff's Attorney

(address) .....

Defendant must take notice that-

(a) in default of defendant paying the amount of the claim and costs within the said period or of defendant delivering a notice of intention to defend he or she will be held to have admitted the said claim and the plaintiff may proceed therein and judgment may be given against defendant in his or her absence;

(b) if defendant pays the said claim and costs within the said period judgment will not be given against defendant herein and he or she will save judgment charges. Defendant will also save judgment charges if, within the said period, he or she lodges with the clerk of the aforesaid Court a consent to judgment;

(c) if defendant admits the claim and wish to consent to judgment or wish to undertake to pay the claim in instalments or otherwise, defendant may approach the plaintiff or plaintiff's attorney.

Notice:

(i) Any person against whom a court has, in a civil case, given judgment or made any order who has not, within 10 days, satisfied in full such judgment or order may be called upon by notice in terms of section 65A(1) of the Act to appear on a specified date before the court in chambers to enable the court to inquire into the financial position of the judgment debtor and to make such order as the court may deem just and equitable.

(ii) If the court is satisfied that-

(aa) the judgment debtor or, if the judgment debtor is a juristic person, a director or officer of the juristic person has knowledge of the abovementioned notice and that he or she has failed to appear before the court on the date and at the time specified in the notice; or

(bb) the judgment debtor, director or officer, where the proceedings were postponed in his or her presence to a date and time determined by the court, has failed to appear before the court on that date and at that time; or

(cc) the judgment debtor, director or officer has failed to remain in attendance at the proceedings or at the proceedings so postponed,

the court may, at the request of the judgment creditor or his or her attorney, authorise the issue of a warrant directing a sheriff to arrest the said judgment debtor, director or officer and to bring him or her before a competent court to enable that court to conduct a financial inquiry. [Section 65A(6) of the Act]

(iii) Any person who-

(aa) is called upon to appear before a court under a notice in terms of section 65A(1) or 65A(8)(b) of the Act (where the sheriff, in lieu of arresting a person, hands to that person a notice to appear in court) and who wilfully fails to appear before the court on the date and at the time specified in the notice; or

(bb) where the proceedings were postponed in his or her presence to a date and time determined by the court, wilfully fails to appear before the court on that date and at that time; or

(cc) wilfully fails to remain in attendance at the relevant proceedings or at the proceedings so postponed, shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding three months. [Section 65A(9) of the Act]

(iv) On appearing before the court on the date determined in the notice in terms of section 65A(1) or (8)(b) of the Act in pursuance of the arrest of the judgment debtor, director or officer under a warrant referred to in section 65A(6) of the Act or on any date to which the proceedings have been postponed, such judgment debtor, director or officer shall be called upon to give evidence on his or her financial position or that of the juristic person and his or her or its ability to pay the judgment debt. [Section 65D of the Act]

(v) Any person against whom a court has, in a civil case, given any judgment or made any order who has not satisfied in full such judgment or order and paid all costs for which he or she is liable in connection therewith shall, if he or she has changed his or her place of residence, business or employment, within 14 days from the date of every such change notify the clerk or register of the court who gave such judgment or made such order and the judgment creditor or his or her attorney fully and correctly in writing of his or her new place of residence, business or employment, and by his or her failure to do so such judgment debtor shall be guilty of an offence and liable upon conviction to a fine or imprisonment for a period not exceeding three months. [Section 109 of the Act]

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or in the amount of R..... and costs to date) and I consent to judgment accordingly.

DATED at .....this .....day of .....20....

.....

Defendant

\*(3) Notice of intention to defend.

To the Registrar/Clerk of the Court.

Kindly take notice that the defendant hereby notifies his or her intention to defend this action.

DATED at .....this .....day of .....20.....

.....

Defendant/Defendant's attorney

Address) .....

.....

.....

Postal address .....

.....

.....

Facsimile (fax) number (where available) .....

Electronic mail (e-mail) address (where available) .....

(Give full address for acceptance of service of process or documents within 15 kilometres from the Court-house and also the postal address.)

\* The original notice must be filed with the registrar or clerk of the court and a copy thereof served on the plaintiff or plaintiff's attorney.

Costs if the action is undefended will be as follows:

Summons..... R .....

Judgment..... R .....

Attorney's charges..... R .....

Sheriff's fees..... R .....

Sheriff's fees on re-issue..... R .....

Total:..... R .....

Addendum C

# Credit Report

## CONSUMER CREDIT REPORT

NAME:

XXXXXXXXXX

DATE REQUESTED:

2018/04/18 00:00



Your TransUnion Credit Report outlines your credit information and provides you with explanations for you to better understand and manage your credit. The information is gathered from your credit/service provider/s.



To assist you in understanding the report, we have provided explanations within each section.



Should you have any queries please contact TransUnion on 0861 482 482 from Monday to Friday 08h00 - 17h00 or Saturday 08h00 - 13h00.





## SECTION B

### YOUR CREDIT SUMMARY

This section includes a summary of the content of your credit report. Adverse credit information may include judgments, enforcement actions, sequestrations and rehabilitation. If you have paid your accounts late or have failed to pay, this will appear under either judgments, adverse information, notices or your payment profile which is your account payment history over 24 months.

Sub-Records	Number	Balance	Most Recent Date
Judgment/s:	0	0.00	
Notice/s:	0	0.00	
Notarial Bond/s:	0		
Default/s:	0	0.00	
Trace Alert/s:	0		
Enquiries:	3		19 Mar 2018
Total Account History:	5	695187.00	

### YOUR TRANSUNION CREDIT SCORE

Your TransUnion Credit Score is a number value between 0-999. That number is calculated using a formula that takes into account how you pay your bills, how much debt you carry and how all of that stacks up against other borrowers. The more positive the information in your individual credit report, the higher your credit score. And the higher your credit score, the more likely you are to be treated favourably when it comes to applying for loans and credit. Your credit score improves or deteriorates depending on your credit behaviour. Certain other companies' apply their own formula to determine a credit score. The TransUnion Credit Score may therefore not be identical to any consumer credit score produced by another company and serves merely as a guide available to you for self assessment/improvement purposes.

Importantly, the TransUnion Credit Score is not an endorsement or a determination of your qualification for a loan and nor does it profess to be. It acts as a personal benchmark against which you are made aware of, and encouraged to improve, your credit behaviour.

**YOUR TRANSUNION CREDIT SCORE: 683**

#### ENHANCED SCORE RATING BANDS

EXCELLENT	767 - 999
GOOD	681 - 766
FAVOURABLE	614 - 680
AVERAGE	583 - 613
BELOW AVERAGE	527 - 582
UNFAVOURABLE	487 - 526
POOR	0 - 486

Dear CONNIE, your TransUnion Credit Score is based on the following key factors:

1. The credit report indicates payments have been missed on some of the listed accounts in recent months, reflecting that these accounts are in arrears. Missed payments can have a negative impact on the score.
2. The credit report shows no vehicle finance activity. This limits the ability to assess the consumer's credit management capabilities.
3. The credit report shows one or more enquiries for credit, within the last 12 months. Credit applications (enquiries) can impact the score.

Payment history:	How you manage your accounts and whether you do or do not pay the entire instalment amount on time.
Too much debt:	How much you owe and how much of your available credit you're using.
Negative information:	Publicly available information in your credit record, such as bankruptcies and judgments, indicating you did not honour a particular debt obligation.
Length of credit history:	How long each of your accounts has been open.
Account application and enquiry activity:	Within a short period of time, how many account applications you submitted and how many new accounts you opened.



## SECTION C

## TOTAL ACCOUNT HISTORY/PAYMENT PROFILE

A summary of your accounts including the date the account was opened, the credit limit, the payment terms, the outstanding balance on the account as well as a 24 month depiction of how you pay your accounts.

At a glance summary of your payment history colour status codes.

OK	30	60	90	120	150+	AA	AC	C	E	F	G	H	K	
Account up to date	Account Days in Arrears					Suspended	Frozen	Account Closed / Paid Up	Terms Extended	Lapsed Policy	Cancelled by Consumer	Cancelled by Supplier	Paid Out / Deceased Claim	
M	N	P	S	T	V	X	Z	NU			L	I	J	W
Paid Out Disability	Loan Against Policy	Paid Up	Surrendered	Early Settlement	Cooling off Settlement	Paid Up Default	Deceased	Not Updated			Handed Over	Credit Card Revolved	Repossession	Written Off

VODACOM (OPEN ACCOUNT WITHOUT CREDIT LI)

## ACCOUNT INFORMATION

Date Opened:	2008/03/25	Opening Balance:	0.00
Instalments:	1259	Current Balance:	1259.00
Account Number:	11521603		

## ACCOUNT DETAILS

Type of payment:	Other	Account Ownership:	Other
No of Parties in Joint Account:	0	Repayment Frequency:	Monthly
Account sold to a Third Party:	No	Deferred Payment Date:	
Third Party Name:			

## TWO YEAR PAYMENT HISTORY



CAPE CONSUMERS (PTY) LTD (SINGLE CREDIT FACILITY)

## ACCOUNT INFORMATION

Date Opened:	2012/02/28	Opening Balance:	4000.00
Instalments:	0	Current Balance:	0.00
Account Number:	2955058		

## ACCOUNT DETAILS

Type of payment:	Other	Account Ownership:	Other
No of Parties in Joint Account:	0	Repayment Frequency:	Monthly
Account sold to a Third Party:	No	Deferred Payment Date:	
Third Party Name:			

## TWO YEAR PAYMENT HISTORY



**FNB HOME LOANS (HOME LOAN)**

Addendum D

# Example of a Will

## LAST WILL AND TESTAMENT

I, the undersigned,

(full names) .....

(Identity number) .....

of (residential address) .....

.....

.....

hereby declare this to be my Will. I hereby revoke all previous wills or  
testamentary writings made by me.

I nominate (full name) .....

(address) .....

.....

.....

to be the Executor of my Estate. Should he/she be unwilling or unable to act  
as executor,

I nominate (full name) .....

(address) .....  
.....  
.....

I direct that the executor of my estate shall/shall not be required by the Master of the High Court or other competent authority to give security for proper performance of his duties. (Provide details of security to be given or draw a line through if not applicable).

.....

I direct that my estate shall devolve as follows:

Special Bequests: .....  
.....  
.....  
.....

After my special bequests I bequeath the residue of my Estate to:

.....  
.....  
.....  
.....

In witness whereof I have signed this will in (place)

.....

.....

on the ..... (day) of ..... (month) ..... (year) in the presence  
of the undersigned witnesses who in my presence and in the presence of each  
other have signed this will as witnesses.

Signed (TESTATOR) .....

WITNESS 1. ....

WITNESS 2. ....

The Office of the Consumer Protector  
Educations and Marketing Unit  
Ground Floor, Waldorf Arcade  
80 St George's Mall  
Cape Town

[www.westerncape.gov.za](http://www.westerncape.gov.za)

Toll-free number: 0800 007 081

Postal address: PO Box 979, Cape Town 8000

E-mail: [consumer@westerncape.gov.za](mailto:consumer@westerncape.gov.za)

**Department of Economic Development and Tourism**

The Office of the Consumer Protector

**Consumer Help Line:** 0800007081

**Tel:** 021 483 9282

**Fax:** 021 483 5872

**Email:** [Consumer.protector@westerncape.gov.za](mailto:Consumer.protector@westerncape.gov.za)

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**[www.westerncape.gov.za](http://www.westerncape.gov.za)**



**Western Cape  
Government**