



## CONSENT

Hospital Number:

I, the undersigned, ERNEST JAMES LOVELAND have appointed DE VRIES SHIELDS CHIAT (DSC ATTORNEYS) to act on my behalf in regard to third party / other damages arising from injuries sustained by ME in a motor vehicle collision / as a consequence of personal injuries which I / \_\_\_\_\_ suffered on 30/4/16.

I hereby authorise my attorneys and / or any other firm, company or person appointed by them, as well as the Commissioner of Police, Attorneys of Record and / or the Road Accident Fund / other Defendant, to inspect all records, medical and other reports, x-rays and other documents being kept and / or drawn, being in the possession of your hospital and / or clinic where I / \_\_\_\_\_ have undergone treatment and I furthermore authorise my said attorneys to request copies of any documents that may be necessary and relevant to the above from you and you are furthermore requested to divulge any information which may be necessary to prosecute / finalise my / \_\_\_\_\_ claim for damages arising from the aforesaid.

SIGNED AT SAND PARK RIDGE ON THIS \_\_\_\_\_ DAY OF JULY 2016

AS WITNESSES:

CLAIMANT:

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

X 

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

(IF APPLICABLE) AS INTERPRETED BY:

\_\_\_\_\_ (FULL NAME)

\_\_\_\_\_ (SIGNATURE)



**POWER OF ATTORNEY**  
**THIRD PARTY CLAIM**

I, the undersigned ERNEST JAMES LOVELAND hereby nominate, constitute and appoint DE VRIES SHIELDS CHIAT (DSC ATTORNEYS) or any one of the individual partners or employees of the said firm, with power of substitution, to be my attorney(s) and agent(s) in my name, place and stead, to prosecute and claim on my behalf arising out of injuries sustained by ME in a motor vehicle collision on 30/4/16.

For this purpose and without limiting the generality of the above I authorise the abovementioned to perform any one or all of the following acts on my behalf:

1. To peruse any medical and/or hospital records in respect of any treatment I / the abovenamed received at any hospital, private hospital, nursing home, doctor or any other supplier of medical services or relevant institution;
2. To obtain copies of documents from any hospital, private hospital, nursing home, doctor or any other supplier of medical services or relevant institution in respect of treatment which I / the abovenamed received and to request any medico-legal report for the purposes of my third party claim or for any reason whatsoever;
3. To instruct and pay, directly from the proceeds of my claim any advocates, engineers, medical practitioners and specialists, investigators, land surveyors, tracing agents, para-medical personnel, correspondent attorneys, actuaries, cost consultants or any other person they may in their discretion consider to be necessary for the advancement of my claim;
4. To make arrangements on my behalf with any hospital, private hospital, nursing home, doctor or any other supplier of medical services for the payment or receipt of monies due by me or due to me and to make such payments or receive such monies on my behalf, which may be necessary and desirable for the proper conduct of the case;
5. To complete, sign and lodge the prescribed claim form, to institute action against the Road Accident Fund (RAF) and/or any other relevant Defendant and to conduct the ensuing litigation to its final end;
6. To take part in settlement negotiations, to settle the matter on my behalf and to make any payments or receive any compensation on my behalf;
7. To authorise anybody else to perform any one of the abovementioned duties, whether or not such person is a member of the abovementioned firm;
8. I furthermore irrevocably undertake and instruct that any monies which may become due to myself as a consequence of the aforesaid claim and /or action be paid directly into the trust account of the abovementioned firm.

SIGNED AT ANOPARK RIDGE ON THIS \_\_\_\_\_ DAY OF JULY 2016

AS WITNESSES:

CLAIMANT:

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

X 

(IF APPLICABLE) AS INTERPRETED BY:

\_\_\_\_\_ (FULL NAME)

\_\_\_\_\_ (SIGNATURE)

**CONTINGENCY FEES AGREEMENT****IN TERMS OF THE CONTINGENCY FEES ACT, 1977 (ACT NO. 66 OF 1997)**

Done and entered into between:-

ERNEST JAMES LOVELANDIDENTITY NUMBER: 9103075108087

of

32 INKWELO GARDENS, SYSIE RID, RANDPARK  
RIDGE

(\*full name and address/name of business, full name of authorised representative and address)

hereinafter called "the Client", and

D MAARTENS

\*INSERT ATTORNEYS' NAME (duly authorised in \*his/her representative capacity)

of

**DSC ATTORNEYS, 8<sup>TH</sup> & 9<sup>TH</sup> FLOORS, 80 STRAND STREET, CAPE TOWN, SOUTH****AFRICA**

(full name of attorney, name of practice and address)

hereinafter called "the Attorney",

in terms of which the Client shall pay the fees agreed to herein to the Attorney for services

X 



rendered, if the Client is successful in such proceedings to the extent set out in this agreement.

1. It is recorded that in the opinion of the Attorney there are reasonable prospects that the Client may be successful in the proceedings mentioned hereunder and the Attorney therefore undertakes to recover no fees from the Client unless:-

- 1.1 the Client is successful in such proceedings; or

- 1.2 the Attorney, as set out hereunder becomes entitled to a fee in the event of the premature termination of this agreement

2. It is further recorded that, before the signing of this agreement and in terms of section 3(3) of the Contingency Fees Act, 1977 (Act No.66 of 1997), the Client was -

- 2.1 advised of any other ways of financing the litigation and of their respective implications, namely in cash up front, by way of a loan from a bank or via an insurance policy (would have to provide security and pay interest and/or a premium);

- 2.2 informed of the normal rule that in the event of the Client being unsuccessful in the proceedings, he/she/it may be liable to pay the taxed party and party costs of his/her/its opponent in the proceedings; and

X 

2.3 informed that he/she/it will be liable to pay the success fee in the event of success,

by the Attorney.

3. The Client acknowledges that he/she/it gave a written power of attorney to the Attorney to -

3.1 prosecute a claim for compensation and receive payment of damages and costs recovered arising from an incident which occurred on

30/4/16 at N2, PORT ALFRED OFFRAMP  
and

3.2 to deduct from the monies so recovered all attorney and client fees and disbursements, as owed to the Attorney and/or DSC Financial Services, before payment of the balance to the Client.

4. The parties agree that -

4.1 the Client shall be deemed to be successful in the aforementioned proceedings if a capital sum equalling or exceeding R100 000 is recovered for the Client by the Attorney in respect of the claim referred to in 3.1 above;

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4.2 the Client shall be deemed to be **partially successful** in the aforementioned proceedings if a capital sum less than R100 000 is recovered for the Client by the Attorney in respect of the claim referred to in 3.1 above.

5. The Attorney hereby warrants that his/her normal fees on an attorney and own client basis to perform the work and render the services in connection with the aforementioned claim are as set out in the fees agreement signed by the Client, a copy whereof is attached hereto marked "A" which agreement sets out the hourly, daily and/or other applicable rates and/or tariffs.

6. The parties agree that if the Client is **successful** in the aforementioned proceedings -

6.1 the Client will be liable for the normal fees due to the Attorney calculated in accordance with Annexure "A" hereto plus 100% of the normal fees as aforesaid ("the success fee"), subject thereto that the success fee shall not exceed 25% of the value of the claim awarded, plus the disbursements incurred but not yet paid, in addition to any monies owing to DSC Financial Services.

For purposes of calculating the higher fee, costs are not included.

7. The parties agree that if the Client is **partially successful** in the aforementioned proceedings -

7.1 the Client will not be liable for any success fee as aforesaid and will only be liable

X

for the normal fees as per the fees agreement attached hereto marked "A", subject thereto that in the event that party and party costs are recovered from the Defendant in excess of the amount so calculated DSC Attorneys will be entitled to recover fees in accordance with the amount of these taxed or agreed fees, plus the disbursements incurred but not yet paid, in addition to any monies owing to DSC Financial Services;

7.2 in the event of the premature termination of this agreement for any reason the Client shall owe the Attorney the normal fees calculated in accordance with the fees agreement attached hereto marked "A", plus all disbursements incurred up to and including the date of termination as well as any monies due to DSC Financial Services in terms of the relevant agreement/s concluded separately.

8. Disbursements necessary for the proper conduct of the claim shall be paid and/or incurred by the Attorney. Any monies due to the Attorney and/or DSC Financial Services, in terms of the agreement/s concluded separately, shall be paid by way of a first charge against the proceeds of the claim as set out in the aforesaid fees agreement attached hereto marked "A".

9.1 The Client has a period of 14 days, calculated from the date of signing this agreement, during which he/she/it will have the right to withdraw from the agreement by giving notice to the Attorney in writing.

9.2 The Attorney shall, in the event of withdrawal by the Client, be entitled to fees in respect

X 



of any necessary or essential work done to protect the interests of the Client during such period, calculated on an attorney and client basis as per annexure "A". The client will also be liable to the Attorney and/or DSC Financial Services in terms of the relevant agreement/s concluded separately.

10. If the Client feels aggrieved by any provision of this agreement or any fees chargeable in terms of this agreement, the agreement or the fees may be referred for review to the Law Society of which the Attorney is a member and, if an advocate has been appointed, also to the Bar Council in the area in which the advocate practises. The professional controlling body concerned may set aside any provision of this agreement or any fees claimable in terms of this agreement if in its opinion such provision or fees are unreasonable or unjust.
- 11.1 Any amendment or other agreements ancillary to this agreement (including any amendments to such agreements) shall be in writing and comply with the requirements laid down in the Contingency Fees Act, 1997 (Act No 66 of 1997).
- 11.2 A copy of any such amendment or other agreements ancillary to this agreement shall be delivered to the Client upon the date on which such amendment or ancillary agreement is signed.

**THE CLIENT HEREBY WARRANTS THAT HE/SHE/IT UNDERSTANDS THE MEANING AND PURPOSE OF THIS AGREEMENT.**

X 



Signed at RANDPARK RIDGE this \_\_\_\_\_ day of JULY 2016

As Witnesses:

X 

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

CLIENT

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

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
\*INSERT ATTORNEYS' NAME obo DSC ATTORNEYS

D MAARTENS

"A"



**AGREEMENT RELATING TO FEES & DISBURSEMENTS**

I, the undersigned, EJ LOVELAND Identity number, 9103075108087 confirm having instructed **DE VRIES SHIELDS CHIAT (DSC ATTORNEYS)** to act on my behalf in a matter arising from an incident which occurred on 30/4/16, and hereby consent and agree that:

1. **DSC ATTORNEYS'** normal attorney and client fees in respect of the above matter(s) and the costs in connection therewith shall be calculated as per Schedule 1 attached hereto. The hourly tariff referred to therein will be automatically adjusted from time as detailed in paragraph 2 below. My attorney has explained the difference between the High Court, Magistrate Court and DSC's tariffs to me and I understand that **DSC ATTORNEYS'** tariff is higher than the other two tariffs. I nevertheless agree to pay **DSC ATTORNEYS'** fees as per Schedule 1;
2. The tariff as set out in Schedule 1 hereto shall be automatically increased on the 1<sup>st</sup> of January following the year in which this agreement is concluded and each and every year thereafter at the same rate compounded, save that in the event that the Consumer Price Inflation Index for the previous year was greater than 10%, then the tariff for the following year shall increase by a percentage equal to such Consumer Price Inflation Index;
3. I have not appointed any other firm of attorneys to handle the abovementioned matter on my behalf. Should it transpire at a later stage that I did indeed appoint another firm of attorneys, I agree that I shall owe **DSC ATTORNEYS** the normal fees calculated in accordance with the fees as per Schedule 1 attached hereto, plus all disbursements incurred but not yet paid, in addition to any monies owing to **DSC FINANCIAL SERVICES** in terms of the relevant agreement/s concluded separately. **DSC ATTORNEYS** shall be entitled to retain my entire file until the above has been paid in full;
4. I was at no time forced or misled in my decision to appoint **DSC ATTORNEYS** as my attorneys and therefore made my choice of my own free will;
5. I understand and confirm that in the event that I terminate **DSC ATTORNEYS'** mandate, or should it transpire that I have provided fraudulent and / or false or otherwise misleading information, that I shall owe **DSC ATTORNEYS** the normal fees calculated in accordance with the fees as per Schedule 1

X A handwritten signature in dark ink, appearing to be 'EJ Loveland', written over a horizontal line.

attached hereto, plus all disbursements incurred but not yet paid, in addition to any monies owing to **DSC FINANCIAL SERVICES** in terms of the relevant agreement/s concluded separately. **DSC ATTORNEYS** shall be entitled to retain my entire file until the above has been paid in full;

5. I understand and confirm that my attorney has explained that, in the event of my abovementioned matter being unsuccessful the other party(ies) in the action / matter may be entitled to recover Party and Party Costs from me, which will be calculated either with reference to the High Court or Magistrate's Court tariffs, whichever is applicable;
7. I have instructed **DSC ATTORNEYS** to incur the necessary disbursements as may be required to prosecute and finalise my abovementioned matter on my behalf and I agree and understand that I shall be responsible for repayment of these disbursements. I have separately concluded an agreement with **DSC FINANCIAL SERVICES** in this regard;
8. In this regard disbursements means monies disbursed by the Attorney or payable by the Attorney on the client's behalf and will include but not be limited to Counsel's fees (i.e. Advocate's fees), experts fees (as detailed in the Power of Attorney), Interpreters, telephone calls, messenger and other delivery fees (including courier services and Docex), postage, facsimile transmissions, research, correspondence, sheriff's charges, revenue stamps, cost and taxation consultant charges, travelling expenses, parking, meals and hotel accommodation where strictly necessary, plus hourly fees during travel time, photocopying and other means of reproduction, witness fees, investigator's fees, assessor's fees, including fees for attendances at court, consultants fees, and other similar items irrespective of whether these items are recoverable from the Defendant/other party(ies). The Attorney shall, in his sole and absolute discretion, make decisions as to whether or not the complexity of the matter makes it necessary for any such disbursements to be incurred;
10. **DSC ATTORNEYS** will arrange the necessary appointments with experts and other relevant third parties to enable them to proceed with my case. They can also arrange transport for myself to and from these appointments and the costs involved for this transport, which will where relevant include waiting time, will be for my own account. Should I not inform **DSC ATTORNEYS** timeously of any difficulty which I might have in attending an appointment and should I miss an appointment, I may be held accountable for the cancellation costs arising therefrom;
11. I understand that **DSC ATTORNEYS** will need my assistance and co-operation to enable them to handle my case in the best possible manner and agree to make myself available for consultation where necessary and upon reasonable notification. I further understand that it is important that **DSC ATTORNEYS** at all times be informed of my full contact particulars and that the onus lies with me to notify my attorney of any change in contact particulars. Should I not do so and it becomes necessary for **DSC ATTORNEYS** to instruct tracing agents to locate me I will be liable for the expenses occasioned hereby;

X 



12. **DSC ATTORNEYS** has the sole and absolute discretion to involve more than one attorney in the handling of my matter, should they deem it necessary, and I accept their decision and agree to be billed accordingly;
13. I understand and confirm that all fees and / or disbursements due to **DSC ATTORNEYS** and **DSC FINANCIAL SERVICES** shall be settled by way of a first draw against any monies received by **DSC ATTORNEYS** on my behalf;
14. **DSC ATTORNEYS** shall be entitled to engage, at my expense, a cost consultant who need not be an attorney to draw a Party and Party bill of costs for submission to the Defendant(s) on my behalf and an Attorney and Own Client bill of costs, if required.

SIGNED AT RANDPARK RIDGE ON THIS \_\_\_\_\_ DAY OF JULY 2016

**WITNESSES:**

**CLAIMANT:**

**INTERPRETED BY (if applicable):**

1. \_\_\_\_\_ X  \_\_\_\_\_  
(Full Name)
2. \_\_\_\_\_  
(Signature)



# DE VRIES SHIELDS CHIAT ATTORNEYS

## SCHEDULE OF ATTORNEYS FEES

1. **Taking instructions, Appearances, consultations, attendances, drafting-time, perusals, travelling time and waiting time:**

Attendances, other than formal, per ¼ hour or part  
Thereof R 750.00

Candidate Attorneys: Attendances other than formal, per  
¼ hour or part thereof R 250.00

Formal attendances R 150.00

2. **Drafting**

Drafting shall be assessed on a time basis. Only if a time-based rate is inappropriate, a folio-based rate will apply.

If a folio-based rate is applied, then the following rate shall apply:

Per folio (100 words) R 450.00

3. **Perusing and Considering**

Perusal and considering shall be assessed on a time basis. Only if a time-based rate is inappropriate, a folio-based rate will apply.

If a folio-based rate is applied, then the following rate shall apply:

Per folio (100 words) R 90.00

4. **Correspondence**

Formal letter – per folio (100 words)(including first copy) R 90.00

5. **Telephone calls**

Formal R 90.00  
Other than formal – per 6 minutes or part thereof R 200.00

6. **SMS**

Sending and receiving of an sms, inclusive of downloading and recording the attendance R 50.00

7. **Photocopying/printing**

Per page R 2.50

8. **Telefax and e-mail transmissions, scanning and digital photography**

R10,00 per page for sending and receiving plus the reasonable disbursement.

X

9. Travelling

Per kilometre

R 4.50

10. Attendances by para-legals and/or non-professional staff (including support staff and secretarial staff) per quarter of an hour or part thereof R150.00

X 

Client





Please insert the DSC reference or file number on this form

Page 1

### Personal Details of Client

Title:  Full names:

Initials:  Surname:

Identity number:

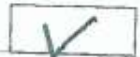
Office telephone:  code -  Cell phone:

E-mail address:

## Investment

Section 78 (2A)

**Interest accrues for clients benefit**



The investment objectives are income and/or capital preservation. The investment return will fluctuate, as interest rates fluctuate.

## Fees

1. DSC will raise management fees on investment placed and/or administered by it, which amount will be calculated and deducted monthly. DSC will advise the amount to the client, from time-to-time.
2. The Client authorizes DSC to recover the management fees so raised at the level as advised by DSC from time-to-time from the underlying investment by deducting the fees from the underlying funds and to pay such fees to DSC (De Vries Shields Chiat Incorporated). The management fee is set at 1% of the interest so invested (per annum), which amount shall include monthly compounded interest, however this may be amended or altered subject to para 8 from time-to-time as set out herein.

## Terms and Conditions

1. The Client hereby authorises De Vries Shields Chiat Inc.(DSC ATTORNEYS) (Registration number 2004/035368/21) (herein referred to as DSC), to act on its (the Client's) behalf as Attorney and / or Agent of the client as defined in the Attorneys Act (Act No 53 of 1979 as amended), via its authorized agents, attorneys and/or employees, from time-to-time.
2. DSC will exercise its discretion in placing the funds with a financial institution to manage the investment(s) on behalf of the Client, subject to the above selection, and in accordance with the Client's predetermined requirements.
3. The Client acknowledges that he/she is aware of the risks pertaining to the investment(s) regarding interest rates that fluctuate on a daily basis, and general market volatility. DSC will exercise its discretion in a bona fide manner in accordance with para 2, but will not be liable to the Client should any anticipated investment returns not materialise.
4. The Client acknowledges that he/she understands the concepts contained herein, as well as the costs and risks pertaining thereto and that he/she has been apprised as such by DSC.
5. All administration functions will be performed by DSC, who will register the investment(s) held on behalf of the Client in the name of the Client. The account name shall be: De Vries Shields Chiat Inc. in name of "Client". The

x 



Please insert the DSC reference or file number on this form

Client understands that his/her investment(s) with any chosen financial institution are subject to the terms and conditions in the applications for the various accounts of such financial institutions and the Client agrees to be bound thereto. DSC will not be held responsible and excludes all or any liability for any damages and losses sustained by the Client arising from or caused by errors, acts or omissions by such financial institution. DSC will furnish the Client with a statement of account and a statement of the value of the investment.

6. DSC will furnish the Client with a statement of account, on request thereof by the Client, showing full details of the investments held on behalf of the Client.
7. All investment monies must be paid by the Client or his / her agent directly into the appropriate bank account as stipulated by DSC from time-to-time. All cash accruals, including dividends and interest, received on behalf of the Client, will be reinvested in terms of this mandate.
8. DSC may alter the management fee after written notice of thirty (30) calendar days to the Client.
9. The Client hereby confirms that DSC will not be required to provide the Client with any information that any listed company or incorporated entity is obliged to disclose in terms of any law.
10. The terms and conditions of this mandate will apply should they be in conflict with the terms and conditions stipulated in any other agreement or application form, which terms and conditions have been explained to the Client.
11. Either party may terminate this agreement after written notice of thirty (30) calendar days to the other party, or upon DSC, in its absolute discretion, having completed its functions or mandate in terms of its appointment as attorneys of record.
12. The Client, by his / her signature below, confirms that the correct purport, objective, scope & ambit of the investment authorized hereby has been confirmed and similarly DSC by its signature below confirms that it has complied with the rules and regulations pertaining to disclosure and also with the general spirit of, and, code of conduct of advising Clients on general investment criteria pertaining to attorneys in terms of the Attorneys Act.

I confirm by my signature hereto that I have read and understand the above terms and conditions and agree to be bound thereto:

Signed at RANDPARK RIDGE

Date 

		0	7	2	0	1	6
D	D	M	M	Y	Y	Y	Y

X

**Signature of Client**

Signature of Parent / Guardian or Trustee  
(if applicable)

I confirm that the Client has, in my presence, read the terms and conditions relating hereto and acknowledges he/she is bound thereto:

Signed at \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y

### Acceptance of Instruction by DSC





Financial Services

**PRE-AGREEMENT STATEMENT & QUOTATION PREPARED BY DSC FINANCIAL SERVICES**  
in terms of section 92(2) of the National Credit Act 34 of 2005

Page 1

NCR number:	NCRCP7304
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Name of credit provider:	DSC Financial Services	Name of consumer:	ET LOVELAND
Physical address:	Carpe Diem Building, Block B Unit 2B, 26 Quantum Road Technopark, Stellenbosch	Physical address:	32 INKWELO STARDENS DYSIE RD, RANDOPARK RIDGE
Contact number of credit provider:		Contact number of consumer:	0722285697
Date:		Id No/CIPRO/registration number:	

**PART A: Amount advanced**

Credit advanced or value of goods or services provided on credit	R N/A
Initiation fee, if the consumer declined the offer to make payment separately	R N/A
Total of additional charges (Part E)	R N/A
Deduct deposit required	minus R N/A
Total amount deferred per credit agreement	R N/A

30/4/11 The total amount to be advanced is currently indeterminable. The amount will be determinable upon successful completion of the consumer's case for recovery of damages as a result of injuries sustained on 30/4/11 alternatively on the withdrawal / termination of DSC Attorneys' mandate or otherwise agreed. The amount will be calculated by DSC Attorneys as the total amount required by them and deemed necessary to advance and prove the consumer's case.

**PART B: Instalment payable**

Instalment in respect of total amount deferred	R N/A
Monthly service fee	R N/A
Monthly premium for required insurance	R N/A

Number of instalments	single instalment	Total instalment	R N/A
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30/4/11 The single payment is payable upon successful completion of the consumer's case for recovery of damages as a result of injuries sustained on 30/4/11 alternatively on the withdrawal / termination of DSC Attorneys' mandate or otherwise agreed.

**PART C: Total cost and interest rate**

Total amount deferred per credit agreement	R N/A
Total interest, fees & required insurance	R N/A
Total amount repayable = total of all instalments (excluding optional insurance)	R N/A

Annual Interest Rate	Prime rate plus 12.25 % p.a.
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Total interest payable at prime rate of FNB plus 12.25% p.a.

Y



**PRE-AGREEMENT STATEMENT & QUOTATION PREPARED BY DSC FINANCIAL SERVICES**  
**in terms of section 92(2) of the National Credit Act 34 of 2005**

- page 2-

**PART D: Optional items – N/A**

OPTIONAL ITEMS, WHICH WILL BE ADDED TO INSTALMENT		OTHER OPTIONAL ITEMS
Additional monthly premium for optional insurance	R N/A	
Description of optional insurance:		

**PART E: Additional charges added to credit agreement**

The following additional charges will be added to the amount of credit (S102 (b) – (f))	
Monthly service fee payable on successful completion of the case	R 25.00
	R N/A
	R N/A
<i>{list items that are applicable and amount per item}</i>	
Total of charges added to the agreement (per Part A)	R 25.00

**PART F: Security provided**

No security is required and the loan is not repayable if the case is unsuccessful.


**PART G: Repayment arrangements**

The loan is repayable when the case is completed successfully or on termination of the mandate of DSC Attorneys. The total loan plus interest and costs becomes payable immediately after either of these events, whichever occurs first.

**PART H: Further information on rights and obligations**

If the consumer is unsuccessful with his / her case, he / she will not be liable for repayment of the loan, interest or costs.

**PART I: Further information on features of credit product - N/A**

Signature:	
Credit Provider Representative	Consumer

**{THIS QUOTE IS BINDING FOR 5 DAYS}**



Financial Services

### AFFORDABILITY ASSESSMENT

In terms of the National Credit Act 34 of 2005

#### PART 1- Personal Information of Consumer

Full names and surname: ERNEST JAMES LOVE LAND  
Identity number or passport number: 910307 5108 087  
Physical Address: 32 INKWELG GARDENS, SYSIE RD,  
Postal Code: RANDPARK RIDGE  
Postal Address: SAME AS ABOVE  
Postal Code:   
Telephone number (work):   
Telephone number (home):   
Cell phone number: 072 228 569 7  
E-mail address: pclove@global.co.za  
Name of employer:   
Address of employer:

#### PART 2 - Income

- 2.1 The Consumer consulted with DSC Financial Services / DSC Attorneys to discuss their potential damages claim arising out of injuries which he/she sustained in an incident which occurred on 30.11.16... where the probability of success has been thoroughly assessed after taking all known relevant facts as reported into consideration.

X

- 2.2 It was advised by the attorneys that there are reasonable prospects of success and that in the event of a successful outcome the Consumer will have the ability to repay the loan.
- 2.3 In the event that the Consumer's case is unsuccessful, the Consumer will be absolved from liability with regard to the loan amount as well as any interest which has accrued thereon, plus costs.
- 2.4 In the light of the above, it is evident that the Consumer will have the ability to repay the loan amount as well as any interest which has accrued thereon, plus costs.

**PART 3 – Declaration by the Consumer**

I declare as follows:

1. I confirm that all the information contained in this document is, to the best of my knowledge, true and correct.

Signed at RANDPARK RIDGE on this \_\_\_\_ of JULY 2016

Signature:

X 





Financial Services

**AGREEMENT**

**IN TERMS OF SECTION 93 (3) OF THE NATIONAL CREDIT ACT 34 OF 2005**  
(hereinafter referred to as "the Act")

entered into between:

**DSC FINANCIAL SERVICES (PTY) LTD (the Credit Provider)**

**REGISTRATION NUMBER: 2014/151656/07**

**NCR REGISTRATION NUMBER: NCRCP7304**

**CARPE DIEM BUILDING, BLOCK B, UNIT 2B**

**26 QUANTUM ROAD, TECHNOPARK**

**STELLENBOSCH**

**TELEPHONE NUMBER: (021) 880 0174**

And

**CONSUMER NAME:** EJ LOVELAND

**CONSUMER IDENTITY NUMBER:** 9403075108087

**CONSUMER PHYSICAL ADDRESS:** 32 INKWELO GARDENS, SYSTERD

**CONSUMER CONTACT NUMBER:** RANDPARK RIDGE

**CONSUMER EMAIL ADDRESS:** 072 228 5697

pclove@global.co.za

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1. **Payment Schedule**

The pre-agreement statement and quotation attached hereto sets out the information relating to the credit extended and must be read as part of this agreement.

2. **Security**

Not applicable.

3. **Payments**

There is only one payment payable on successful completion of the relevant damages claim. The total loan plus interest accrued and costs is immediately repayable as a first draw against the claim proceeds, once the claim is successfully concluded.

4. **Insurance**

Not applicable.

5. **Statements**

Statements will be delivered electronically every 3 months to the consumer c/o DSC Attorneys where after the consumer can request copies thereof.

6. **Default administration costs**

Not applicable.

7. **Early settlement**

Not applicable.

8. **Consumer's right to terminate the agreement**

The consumer may terminate a credit agreement at any time by paying the settlement amount to the credit provider in accordance with section 122 of the Act.

9. **Credit provider's right to terminate the agreement**

9.1 The credit provider will terminate the agreement if the consumer's case is unsuccessful and the consumer will be absolved from liability with regard to the loan amount as well as any interest which has accrued thereon, plus costs.

9.2 The credit provider may terminate the agreement before the time provided in accordance with section 123 of the Act.

If the consumer is in default under the agreement, the credit provider may take the steps set out in Part C of Chapter 6 of the Act to enforce and terminate the agreement.

The credit provider in respect of a credit facility may suspend the credit facility at any time if the consumer is in default under the agreement or close that credit

X 

facility by giving written notice to the consumer at least ten business days before the credit facility will be closed. The agreement in respect of the credit facility remains in effect to the extent necessary until the consumer has paid all amounts lawfully charged to that account.

10. **Addresses for receiving of documents**

The addresses listed at the top of the agreement will be the addresses where the parties will accept documents, pleadings and notices relating to the agreement.

The parties may change their address by delivering to the other party a written notice of the new address by hand, registered mail, or electronic mail, if the other party has provided an email address.

11. **Penalty interest on arrear amounts**


Not applicable.

12. **Marketing option and annual increases in credit limits**

Not applicable.

Signed at RANDPARK RIDGE on the \_\_\_\_ day of July 2016

\_\_\_\_\_  
Credit Provider

X   
Consumer