

CONSTITUTION
OF
THE DEBT COUNSELLORS
ASSOCIATION
OF
SOUTH AFRICA

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CONSTITUTION OF THE DEBT COUNSELLORS ASSOCIATION OF SOUTH AFRICA

1. Definitions

In this constitution, unless inconsistent with the context:

1.1 The following words and expressions shall have the following meanings:

“**Annual General Meeting**” means the meeting of the DCASA held during the second half of each year;

“**Assets**” shall be synonymous with “**property**”;

“**Branch**” means a Branch as constituted by the members of the DCASA and established by the National Executive Committee;

“**Branch Executive Committee**” means the governing body of the Branch;

“**DCASA**” means Debt Counsellors Association of South Africa;

“**Financial Year End**” shall be the 30th June.

“**General Meeting**” means the meeting of the DCASA other than the AGM and shall be held in the second quarter of each year;

“**NCR**” shall mean the National Credit Regulator.

“**Property**” shall include movable and immovable property, corporeal and incorporeal property, goods, and money, claims and rights of action or resources;

“**Rules**” or “**The Rules**” or “**These Rules**” shall mean the Rules embodied in this Constitution and shall include all amendments to them in force from time to time;

“**The National Executive Committee or NEC**” shall mean the controlling body of the DCASA constituted in terms of these Rules and vested as such with powers and duties set out in these Rules;

1.2 all words and expressions importing the masculine gender shall include the feminine or neuter genders, and words signifying the singular number shall include the plural, and **vice versa**, where circumstances so require;

1.3 where reference is made to anything in general terms followed by a statement that the generality shall “**include**” certain specific things, the things so stated to be included shall not be deemed to derogate from, or to limit in any way, the generality of the things referred to in general terms.

2. Name

The name of the Association shall be the DEBT COUNSELLORS ASSOCIATION OF SOUTH AFRICA, hereinafter called the DCASA.

3. Situation and Area of Operation

- 3.1 The head office of the Association shall be situate in the Gauteng Province, Republic of South Africa, or any other place as the DCASA may decide from time to time.
- 3.2 There shall be branch offices situated at various provinces as may be determined at a meeting of the DCASA.
- 3.3 The Association shall operate throughout the territory of the Republic of South Africa.

4. Legal Personality

The DCASA is an Association of men and women who are registered with the NCR as Debt Counsellors and shall:

- 4.1 acquire rights and incur obligations independent of its members, and the individual members of DCASA shall not be liable for any of these debts, obligations and engagements of the DCASA, their liability being strictly limited to any undischarged obligations as members of the DCASA;
- 4.2 have a perpetual life and succession; and
- 4.3 shall not have any authority to contract on behalf of any member or to bind any member's credit;

5. Aims, Objectives and Powers

5.1 The aims of the DCASA are:

- 5.1.1 foster, protect and uphold the rights and interest of its members;
- 5.1.2 uphold, protect and advance the Debt Counsellors profession through the Rule of Law;
- 5.1.3 fight and challenge all discriminatory practices relating to the reckless granting of credit to consumers;
- 5.1.4 be and remain non-sectarian and political;
- 5.1.5 be the national and international voice for its members;
- 5.1.6 co-operate with bodies that have similar objectives;
- 5.1.7 protect and advice consumer against all prejudicial, unlawful and discriminatory practices carried out by credit providers and/or their agents and/or other Debt Counselors;
- 5.1.8 to liase and speak on behalf of Debt Counselor with the NCR and credit provider forums; and

5.1.9 to promote fair credit practice within South Africa and to promote the objectives and aims of the DCASA.

5.2 The objectives of DCASA are;

5.2.1 to be the professional body for Debt Counsellors in South Africa and for that purpose to promote the interests of members of the DCASA by means other than the carrying on by the DCASA of any trading or other profit-making activities, or the participation by the DCASA in any business, profession or occupation carried on by any of its members, or the provision to any of its members of financial assistance or of any premises or continuous services or facilities required by its members for the purpose of carrying on any business, profession or occupation;

5.2.2 either by itself or in partnership or Association with any other institutions, to be a centre of excellence and provider of courses and training leading to appropriate Debt Counsellors qualifications;

5.2.3 to keep members up to date with the theory and practice of Debt Counselling and related services;

5.2.4 to insist upon a high and ethical standard of behaviour on the part of members and to preserve and maintain the integrity and status of the DCASA, to take any steps which may be thought necessary to stop or prevent dishonourable conduct and practices by members and for that purpose to enquire into the conduct of members and take disciplinary action against them;

5.2.5 to facilitate the consideration and discussion of matters of interest to Debt Counselling, NCR and persons associated with the provision of credit;

5.2.6 to take any measures which may be considered desirable to further the interest of Debt Counsellors;

5.2.7 to provide facilities for social functions among its members and between its members and those of other bodies, societies or institutes of a kindred nature;

5.2.8 to challenge and advise the NCR of all discriminatory practices relating to the recklessly granting of credit to consumers; and/or to protect consumers against prejudicial and/or unlawful and/or discriminatory practice by credit providers and/or their agents and/or other Debt Counselors; and

5.2.9 to, without limitation to its aims and objectives mentioned herein, do all or any of the things, upholds the good standing of the profession.

5.3 The DCASA shall have the following powers:

5.3.1 to buy, own, improve, lease, hire, dispose of and deal in property, and securities and other assets;

- 5.3.2 to borrow money on security, or without security and, in the former case, to furnish any form of security, including mortgages, pledges or hypothecation's of its assets or any of them;
- 5.3.3 to invest any of its monies in such manner and on such terms with banks, or other institutions and in, or on the security of, such assets as may from time to time be deemed expedient, including fixed and other deposits, mortgage bonds and notarial bonds;
- 5.3.4 to open and operate on a banking account or accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, warrants, debentures and other instruments;
- 5.3.5 to institute, sue out and / or defend any legal proceedings or process for and in the name of the DCASA; and to allocate or levy funds from its members for this purpose;
- 5.3.6 to receive and accept donations, grants and other moneys;
- 5.3.7 to levy subscriptions and other levies against its members;
- 5.3.8 to appoint and remove any person as an officer or employee of the DCASA and determine that person's designation, duties, salary and other terms of employment;
- 5.3.9 to enter into contracts; and
- 5.3.10 to generally to do such things as may be incidental or conducive to the attaining of the above objects.

Complementary to the foregoing objects and powers, it is expressly recorded that the DCASA is not formed for the purpose of carrying on any business that has for its object the acquisition of gain by the DCASA or by the individual members thereof.

6. Membership

- 6.1 Membership of the Association shall be open to all Debt Counsellors registered with the NCA irrespective of colour, race, gender or creed who accept DCASA policies, principles and abide by its Constitution.
- 6.2 Membership of the Association shall be renewable annually and subject to such additional conditions as may be imposed by regulations made in terms of this Constitution.
- 6.3 Any Association or individual that subscribes to the aims and objectives of this Association shall be eligible to affiliate with the Association.

7. Admissions and Termination of Membership

- 7.1 Application for membership shall be made to one of the branches of the Association on such forms and in such manner as the DCASA may from time to time decide.
- 7.2 The Debt Counsellors Association of South Africa shall have the power to admit or refuse admission by an applicant to the Association.

- 7.3 An applicant who has been refused membership may appeal such decision to the National Executive Committee.
- 7.4 Termination of membership will occur under the following circumstances:
- 7.4.1 misconduct;
 - 7.4.2 insanity;
 - 7.4.3 resignation;
 - 7.4.4 Expulsion;
 - 7.4.5 failure to remain in good financial standing with the DCASA;
 - 7.4.6 sequestration, compromise of creditors, surrendering of his estate, or being placed under administration;
 - 7.4.7 removal from any professional register;
 - 7.4.8 having his certificate of registration revoked by the NCA.
- 7.5 The DCASA shall have the power to expel any member who has been found guilty of having committed an act of serious misconduct or an offence as set out in Schedule A hereto.
- 7.6 The procedures for the disciplinary enquiry of a member consequent upon the misconduct shall be set out in Schedule B hereto and hereinafter referred to as the Code of Conduct.

8. Subscriptions

- 8.1 Each member shall pay as an annual subscription for membership of the DCASA such sum as may be determined from time to time by the National Executive Committee.
- 8.2 Subscriptions shall be paid annually in advance before the 15th February pro rata in the year of initial registration.
- 8.3 A General meeting may in its discretion from time to time, in addition to the annual subscriptions, impose a levy on members for such purposes and in such amounts as the General meeting may from time to time determine.

9. Rights and Obligations of Members

- 9.1 Every member who has paid his or her subscription for the year shall be entitled to one vote.
- 9.2 Members of the Association shall receive not less than fourteen (14) days notice by e-mail or fax of any meeting. Such notice shall be sent to the address of the member as it appears in the records of the Association.
- 9.3 Every member of the Association shall have the right to:
- 9.3.1 take part in the formulation and discussion of the policy of the Association;
 - 9.3.2 be nominated to be elected to any committee, commission or delegation of the Association;
 - 9.3.3 submit proposals on any matter that affects the Association in general;
 - 9.3.4 protection against any harassment, victimisation and/or discrimination based on language race, ethnicity, gender, sexual orientation or regionalism; and
 - 9.3.5 carry out decisions, duties and directives with diligence and prudence.
- 9.4 Members of the DCASA shall refrain from all forms of discriminatory practices.
- 9.5 Members of the DCASA shall adhere to the Constitution, Code of Conduct and regulations of the Association and to any decision of the National Executive Committee or the Association.
- 9.6 Members of the DCASA shall refrain from any activities that may bring the DCASA into disrepute.

10. Administration of Association

The National Executive Committee shall govern, control and administer the Association.

11. Branches

11.1 Establishment of the Branches

- 11.1.1 The Branches of the DCASA shall be established along the lines of the geographical provinces of the Republic of South Africa.
- 11.1.2 The National Executive Committee shall if so mandated by the membership of the DCASA to establish more branches within a province.

11.2. Duties and Functions of Branches Generally

- 11.2.1 All branches of the Association shall be bound by the Constitution of the Association.
- 11.2.2 All branches and members thereof shall abide by the decisions made and the resolutions passed by the National Executive Committee and, if required to do so, shall implement such decisions and resolutions.

11.3 Election, Composition and Term of Office of Branch Committee

11.3.1 On the formation of each branch and thereafter at every second Annual General Meeting of such branch, the members thereof shall by a majority of votes elect each member of the Branch Executive Committee as herein provided.

11.3.2 The Branch Executive Committee shall consist of the following members, at least two of which shall be women:-

- The Chairperson
- Deputy Chairperson
- Secretary
- Deputy Secretary
- Treasurer
- Two (2) additional members

11.3.3 The branch executive committee shall have the power to co-opt members to form and constitute sub committees.

11.4 Meetings of Branches

11.4.1 Each branch shall meet quarterly at such time and place as may be determined by the Branch Executive Committee.

11.4.2 A quorum at such meetings shall consist of ten (10) members. If the quorum is not attained, the meeting shall be postponed for at least 14 days, and reconvened. If on the reconvened date a quorum is still not attained, then those members present shall constitute a quorum.

11.4.3 All decisions shall be decided by a majority vote.

11.4.4 The affairs of the branches shall be conducted in accordance with branch regulations, provided that such regulations should not be inconsistent with the provisions of this Constitution.

12. National Executive Committee (“NEC”)

12.1 The NEC shall govern, administer and control the Association and may appoint a Chief Executive Officer (“CEO”) who will operate under a mandate setting out the Powers and Duties of the CEO.

12.2 The NEC shall consist of the following members:

- i. the President;
- ii. the Deputy President;
- iii. the Secretary;
- iv. the Deputy Secretary;
- v. the Treasurer;

- vi. the Chief Executive Officer
- vii. two additional members;
- viii. the outgoing President (ex officio) for one year.

12.3 Powers and Duties of the NEC

12.3.1 The powers and duties of the NEC shall be to: -

- i. appoint a CEO
- ii. manage the affairs of the Association;
- iii. co-ordinate all the affairs of the branches of the Association;
- iv. execute the policies of the Association;
- v. convene the meetings of the NEC;
- vi. convene any meetings of the Association;
- vii. appoint sub-committees and delegate any of its powers to such sub-committees;
- viii. hold and have custody and control of the assets of the Association;
- ix. open a bank account in the name of the Association;
- x. establish branches, for various regions, subject to ratification by members in General Meeting;
- xi. pursue and monitor the adherence by branches and members to the aims and objectives of the Association; and
- xii. do all such things as are incidental to the good management of the affairs of the Association.

12.3.2 The administration of the funds and property of the Association;

12.3.3 Consideration of such matters referred to the National Executive by affiliated branches or by any General Meeting;

12.4 Eligibility to the Office of the Executive Committee.

Any member of the Association, excluding the CEO, if applicable, who is in good standing shall be eligible to be elected to the office of the National Executive Committee, provided that he or she is not under any legal disability or otherwise been prohibited from been a director of a Company in terms of the Company Act.

12.5 Meetings of the National Executive Committee

- i. There shall be at least one (1) meeting of the NEC per each quarter in a year.
- ii. The President shall chair the meetings of the NEC or if he or she is unavailable by the Deputy President or if he or she is unavailable by the Secretary.
- iii. Members of the NEC shall be given at least fourteen (14) calendar days notice of any meeting of the NEC, except in emergency cases.
- iv. Quorum of the NEC shall be constituted by five members of the NEC present and entitled to vote.

- v. If the quorum is not attained the meeting shall be postponed for at least fourteen (14) days, and reconvened. If on the reconvened date a quorum is still not attained then those members present shall constitute a quorum.
 - vi. The General Meeting shall be held during the second quarter of the year.
- 12.6 Meetings of the DCASA
- i. The National Executive Committee shall call the annual general meeting.
 - ii. The National Executive Committee may call a Special General Meeting at any time.
 - iii. The National Executive Committee may call a Special General Meeting mero motu or upon request by a quarter ($\frac{1}{4}$) of the membership.
 - iv. The quorum for a General Meeting shall not be less than 20% (Twenty percent) of the members or a minimum of 15 (fifteen) members which ever is the greater in good standing.
- 12.7 Each provincial branch of the DCASA, shall be eligible to nominate one member to the NEC. The remaining members shall be nominated by all members of the DCASA on the basis of majority vote, each member being entitled to cast one vote.

13. Elections

- 13.1 Voting shall be by secret ballot.
- 13.2 A person appointed as electoral officer by the DCASA shall conduct elections at the AGM.
- 13.3 Members in good standing shall be eligible to vote and to be voted into any office of the DCASA.
- 13.4 Voting by proxy is allowed provided that:
- 13.3.1 a certified copy of the member's identity document shall accompany such proxy;
 - 13.3.2 further a certificate by the Branch Treasurer or the Branch Chairperson ~~—~~that such member is in good standing;
 - 13.3.3 such original and accompanying documents shall be submitted to the National Treasurer at the elections.
- 13.5 All nominated offices voted to the provincial branches or NEC shall hold office for a period of 1 year from the date of election to date of the Annual General meeting of the following year.
- 13.6 All office bearers may stand for re-election.

14. Amendments

- 14.1 The Constitution may be amended at a Special Meeting or Annual General Meeting.

- 14.2 Notice of any such proposed amendment shall be circulated to the branches and given to the members at least twenty-one (21) calendar days before such meeting.
- 14.3 Any amendment shall be of no force of effect unless approved by two thirds (2/3) of the members present at a meeting of the Debt Counsellors Association of South Africa and entitled to vote.

15. Assets

The income and assets of the Association shall be used solely for the administration and promotion of its aims and objectives and it is recorded that the Association has been formed not for profit.

16. Property and Income

16.1 The income and property of the Association, from whatsoever source derived, shall be applied solely towards the promotion of the objects of the Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, profit or otherwise howsoever, to members of the Association. Nothing herein contained shall prevent the payment in good faith to any member of the Association of:

- 16.1.1 remuneration as officer or servant of the Association for any services actually rendered to the Association;
- 16.1.2 interest on money lent;
- 16.1.3 reasonable rent for premises;
- 16.1.4 immovable property or mortgages shall be registered in the name of the Association.

In the event of the acquisition or disposal of immovable property, all documents necessary for the acquisition or disposal of such immovable property or mortgage shall be signed by the President for the time being and at least one member of the National Executive or by two members of the National Executive being duly authorised.

17. Interpretation

In cases of doubt as to the meaning of any clause of this Constitution, the National Executive Committee shall in a resolution taken by it give a meaning to such clause provided that the meaning shall not be inconsistent with the aims and objectives of the Association.

18. Dissolution

The Association may be dissolved only upon the following conditions:

- 18.1 At a Special General Meeting convened specifically for this purpose or at an Annual General meeting, by a two thirds (2/3) majority of members in good standing.
- 18.2 Members shall be given at least twenty one (21) calendar days notice of a meeting wherein this resolution is to be taken.
- 18.2 Upon dissolution the assets shall be donated to a charitable organization.

SCHEDULE A

DISCIPLINARY CODE

1. Insubordination or bring DCASA into disrepute
2. Divulging confidential information of the DCASA without authority from the DCASA.
3. Acting contrary to the lawful resolutions of the DCASA.
4. Any act which in the sole opinion of the National Executive of the DCASA seriously prejudices the DCASA.
5. Conviction of rape, murder, attempted murder, assault with intention to do grievous bodily harm.
6. Robbery with aggravating circumstances.
7. Conviction of theft.
8. Fraud.
9. Indecent assault of a child or any person where such assault involves grievous bodily harm.
10. Treason and terrorism.
11. Failure to comply with DCASA Code of Conduct.
12. Acting to the detriment of such debt counselors clients by negligent or dishonest conduct.
13. Unlawfully contravening any provision of the National Credit Act and/or its regulations

SCHEDULE B

CODE OF CONDUCT

1. Preamble

By subscribing to this Code of Conduct (Code), we (Collectively and as individual Debt Counsellors) support the provisions of the National Credit Act 34 of 2005 (NCA) aimed at preventing over-indebtedness and assisting over-indebted consumers.

Further, we acknowledge that it is necessary to implement a range of voluntary measures that are complementary to the provisions of the NCA, in order to ensure as many debt review cases as possible are brought to a successful conclusion.

We commit ourselves to implementing the provisions of this Code and any processes adopted as rules under it to give effect to these objectives.

We commit ourselves to accept this Code as binding on us in respect of the statutory Debt Review Process and voluntary enhancements identified in the NCR Task Team recommendations (as contained in their final 2010 report) and any agreements which may be reached in future with the National debt Review Committee (NDRC) of the NCR once established.

2. Our commitments

2.1 General Undertakings

We undertake to:

- 2.1.1 Adopt and implement such voluntary processes and other arrangements between the stakeholders to improve the efficiency and effectiveness of the debt review process as the NDRC proposes as rules and that are approved by the NCR from time to time;

- 2.1.2 Act in a professional courteous and ethical manner towards the consumer, NCR, Credit Providers, Credit Bureaus, Debt Counsellors and PDAs;
- 2.1.3 Market our services in a professional and responsible way to ensure consumers understand that debt counselling aims to repay debt without any undue payment interruptions within a reasonable period of time;
- 2.1.4 Provide factual information in a plain language to explain the benefits, process, risks; fees and implications of debt counselling or alternative debt relief options under the NCA and in terms of this Code of Conduct;
- 2.1.5 Assist qualifying consumers who apply for debt review throughout the debt review process;
- 2.1.6 Accept debt review applications from Consumers only where the repayment plan projects that the debt will be repaid within a reasonable period of time;
- 2.1.7 Decline debt review applications from consumers where the level of over indebtedness and/or funds available for debt repayments prevents the repayment of the debt in a reasonable period;
- 2.1.8 Use Debt Counselling Systems from System Providers accredited by the NCR, NDRC and display approved decals to indicate that the Debt Counselling System used has been accredited by the NCR and NDRC;
- 2.1.9 Assist consumers during the debt review process and follow up on failed monthly payments by consumers to ensure compliance with accepted repayment plans and Court Orders;
- 2.1.10 Maintain a Professional Indemnity Insurance policy that adequately covers the Debt Counsellor and his or her staff;
- 2.1.11 Charge and disclose and refund where applicable the Debt Counselling fees in line with the DCASA (or other recognised industry body) and NCR endorsed Debt Counselling fee guidelines to the consumer at date of application as published at www.dcasa.co.za and www.ncr.org.za (or other recognised website);
- 2.1.12 Affiliate ourselves to DCASA (or other recognised industry body) and subject ourselves to its jurisdiction, rules, terms of reference and membership requirements and complains resolution process;
- 2.1.13 Until such time as capacity is created by DCASA (or other recognised industry body) refer complaints against subscribing members to and cooperate with the National Credit Regulator's Complaints Department;

- 2.1.14 Subject ourselves to the jurisdiction, rules, terms of reference and membership requirements of the Credit Ombud;
- 2.1.15 In collaboration with Credit Providers and Payment Distribution Agents, refer disputes to the NDMA, DCASA (or other recognised industry body), PDASA, the Credit Ombud or other relevant Ombud (“other Ombud”) with jurisdiction, recognised in terms of the Financial Services Ombud Schemes Act 37 of 2004 (“FSOS Act”);
- 2.1.16 Use the PDA’s accredited by the NCR;
- 2.1.17 Participate and comply with the Continued Professional Development Programme offered by DCASA (or other recognised industry body);
- 2.1.18 Ensure that the necessary measures are put in place in our businesses to facilitate the implementation of our commitments under this Code; including having in place clear internal policies and procedures regarding the treatment of debt review applications.

2.2 Undertakings relating to documents

We undertake to:

- 2.2.1 Adopt and implement the standardised :
- Debt Restructuring Proposal document;
 - Assessment Summary (income and Expenditure);
 - PDA Payment Plan Summary as proposed by the NCR Task Team recommendations (as contained in their final 2010 report), in order to facilitate the provision of detailed and accurate information for the debt review process.

2.3 Undertakings relating to debt re-arrangement rules

We undertake to:

- 2.3.1 Adopt and implement debt re-arrangement rules proposed by the NCR Task Team recommendations (as contained in their final 2010 report) and any agreements which may be reached in future with the National debt Review Committee (NDRC) of the NCR once established.
- 2.3.2 Support DCASA (or other recognised industry body) as member of the NDRC in overseeing the effective implementation and ongoing monitoring and review of such rules into the debt review environment;
- 2.3.3 Comply with the Affordability Assessment Guidelines in the restructuring of the consumer's budget;
- 2.3.4 Submit proposals to Credit Providers that conform to the process and layout guidelines set out in 2.3.1 or alternatively submit reasonable repayment proposals to Credit Providers for approval;
- 2.3.5 Submit debt review applications to the Magistrate Court in compliance with the NCA, MCA and other applicable legislation;
- 2.3.6 Load the repayment plan with a PDA who will make payments to Credit Providers;
- 2.3.7 Withdraw from the debt review process where consumers unreasonably fail to meet payment obligations.

3. Dispute Resolution

- 3.1** We will ensure that we have in place effective internal complaint handling mechanisms to deal with consumers' complaints regarding our conduct under this Code;
- 3.2** We will ensure that our internal complaint handling mechanisms operate according to policies and procedures that comply with the law as well as alternative dispute resolution and debt review process enhancements and relief measures adopted by DCASA (or other recognised industry body);
- 3.3** We will endeavour to resolve complaints received from consumers in a speedy and fair manner;
- 3.4** If a consumer is not satisfied with the outcome of the complaint under our internal processes, the matter may be referred for mediation to the institution

- created under the Code who will at no cost to the complainant attempt to mediate a resolution of the complaint according to its rules, to which we subscribe;
- 3.5** If the institution created under the Code is unsuccessful in resolving the complaint to the consumer's satisfaction, the matter may be referred to the Credit Ombud or other Ombud for dispute resolution.
- 3.6** We accept the jurisdiction of the Credit Ombud or, where relevant, any other Ombud with jurisdiction, recognised in terms of the Financial Services Ombud Schemes Act 37 of 2004 ("FSOS Act") ("other Ombud") to mediate, to make binding determinations based on this Code, the rules issued under it, that is fair and appropriate in all the circumstances, taking into consideration the interests of both the industry and the consumer, and the law where applicable
- 3.7** We undertake to provide consumers with the contact information and documentation to lodge complaints:
- 3.8** A determination made by the Credit Ombud or other ombud may be made an order of the Court or the Tribunal.

4. Relationship with other stakeholders

We undertake to:

- 4.1** Support and cooperate with the NDRC in its role of facilitating agreement and cooperation between the respective the stakeholders;
- 4.2** Cooperate fully with Credit Providers and Payment Distribution Agents in ensuring that the debt review process works efficiently;
- 4.3** Make every effort to engage with Credit Providers and Payment Distribution Agents in order to resolve operational difficulties that may occur in implementing this Code and to reach agreement or establish arrangements that are in the best interests of the implementation of effective debt counselling and debt rehabilitation arrangements;
- 4.4** Raise and discuss such operational difficulties with Credit Providers and Payment Distribution Agents in good faith;
- 4.5** Make every effort in co-operating with Credit Providers to ensure the achievement of debt re-arrangement proposals that are realistic in achieving debt rehabilitation.

5. Consumer awareness and education

5.1 We will, individually and/or jointly through DCASA (or other recognised industry body) created under the Code and/or industry associations, take appropriate steps to:

5.1.1 Support national and/or joint industry initiatives, as well as initiatives by independent or non-profit organisations aimed at promoting consumer education and financial literacy.

6. Monitoring and compliance

6.1 The National Debt Review Committee (NDRC), with the support of the various recognised associations, will oversee the implementation of and monitor compliance with this Code. In doing so, it shall make reference to the findings of the Credit Ombud or other Ombud.

6.2 Where DCASA (or other recognised industry body) finds that a Debt Counsellor guilty of persistent non-compliance with this Code that Debt Counsellor might be disciplined under the Disciplinary Code and where the Debt Counsellor does not comply thereafter, this fact shall be brought to the attention of the NDRC, which shall approach the Debt Counsellor in question with a view to obtaining an undertaking that it will desist from the conduct which amounts to non compliance with this Code. Should the debt counsellor refuse to give such an undertaking or persist in the conduct, this fact shall be reported to the NCR.

7. Reporting

7.1 Regularly update the NCR Debthelp or such other approved database that may be created for the purposes of monitoring debt counselling;

7.2 Individually or collectively through DCASA (or other recognised industry body) report annually to the NCR and make public:

7.2.1 Our progress in regard to carrying out our obligations under this Code;

7.2.2 The profile of consumers, including the types of debt incurred by such consumers, for the purposes of creating a better understanding of over-indebtedness in South Africa;

7.2.3 Such other statistics as may be agreed with the NCR and or NDRC from time to time;

8. Review of the Code

8.1 DCASA (or other recognised industry body) under the Code will conduct a transparent review of this Code on or shortly after each five year anniversary of the date on which the Code is approved by the NCR or sooner if appropriate, which review will involve consultation with all relevant stakeholders. The outcome of the review will be made public.

9. Date of Commencement

This Code shall come into effect on 01 January 2011.

10. Definitions

In these Terms of Reference the following expressions have the following meanings:

“COB”	means Certificate of Balance in the standardized format
“Code”	means the DCASA’s Code of Conduct for Debt Review
“Consumer”	has the meaning given to it in section 1 of the NCA
“Credit Ombud”	means the Credit Ombud recognised in terms of the FSOS Act
“Credit Provider”	means a person registered as Credit Provider in terms of Section 40 of the NCA that subscribes to this Code
“Debt Counsellor”	means a natural person registered and a Debt Counsellor in terms of Section 44 of the NCA that subscribes to this Code
“DCASA”	means the Debt Counsellors’ Association of South Africa
“Debt Review Process Enhancements”	Means the enhanced debt review process rules proposed by the NDRC as rules and that are approved by the NCR from time to time
“FSOS Act”	means the Financial Services Ombud Schemes Act 37 of 2004
“MCA”	means the Magistrates’ Courts Act 32 of 1944
“Mandatory Payments”	means payroll deductions such as PAYE and UIF
“NCA”	means the National Credit Act 34 of 2005
“NCR”	means the National Credit Regulator
“NDMA”	means the National Debt Mediation Association
“NDRC”	means the National Debt Review Committee
“Other Ombud”	means an Ombud other than the Credit Ombud recognised in terms of the FSOS Act with jurisdiction in respect of a complaint arising under this code and the parties to that complaint
“Other recognised body”	means a Debt Counsellors’ body recognised by the NCR
“Subscribing Member”	means a registered Debt Counsellor that subscribes to this Code
“Tribunal”	means the Tribunal created by the NCA