

WE CHANGE LIVES

Debt Solutions

Nationwide Debt Counsellors

Susan Pretorius NCRDC 102
☎: 084 589 7000
☎: 086 500 3494
✉: applications@debtsolutionsdc.co.za

Kindly complete and sign the Application Form and fax or email with the following documents attached. One of our Debt Counsellors will call you to discuss your application:

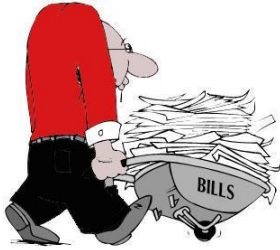
- A copy of your ID
- Your latest creditor statements. (Remember all debt must be included in the debt review.)
- Your last three months' salary advice
- Your latest bank statement
- Proof of residence (Telkom, Eskom or Municipal account)
- Proof that your vehicle is insured if you are still paying it off
- The front page of your Ante Nuptial Contract if married out of community of property

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APPLICATION FOR DEBT REVIEW
In terms of section 86 of the National Credit Act 34 of 2005

Please note that:

1. On receipt of this application the debt counselor will advise all credit providers and all registered credit bureaus that you have applied for debt review;
2. You will be listed with all registered credit bureaus that you have applied for debt review;
3. This form must be accompanied by a list of all credit providers as well as copies of all documents requested;
4. Should any documents not be submitted within 10 days of the Application being received by the Debt Counselor, your application will not be accepted.

Part 1 – Personal Information

Full name and Surname	<input type="text"/>		
Identity Number	<input type="text"/>	Occupation	<input type="text"/>
Physical Address	<input type="text"/>		Postal Code: <input type="text"/>
Postal Address	<input type="text"/>		Postal Code: <input type="text"/>
Telephone number (work)	<input type="text"/>	Telephone number (home)	<input type="text"/>
Cell phone number	<input type="text"/>	Fax	<input type="text"/>
E-mail address	<input type="text"/>		

Employment

Name of Employer	<input type="text"/>		
Personnel Number	<input type="text"/>	Payday	<input type="text"/>
Address of Employer	<input type="text"/>		

Signature

Signature Spouse (In Community of Property)



New Banking details

Bank

Name of Account

Account type Cheque Saving (Mark X where applicable)

Account number

Branch name

Branch Code

Marital Status

Single Divorced Married Widow(er) (Mark X where applicable)

IF MARRIED

Ante nuptial contract* Traditional In Community of Property (Mark X where applicable)

*Attach the front page of the Ante nuptial contract (ANC).

SPOUSE DETAILS

YOUR PARTNER'S INFO –ONLY IF MARRIED IN COMMUNITY OF PROPERTY OR JOINT APPLICATION

Full name and Surname

Identity Number Occupation

Telephone number (work) Telephone number (home)

Cell phone number Fax

E-mail address

Spouse - Employment

Employment Status Employed Unemployed

Name of Employer

Personnel Number Payday

Address of employer

Dependents

Sex & Age	Example	1	2	3	4	5	6	7	8
Female (F)/Male (M)	F								
Age	13								



Where did you hear about us?

Have you previously been under debt review?

Yes

No

(Mark X where applicable)

Name of previous Debt Counsellor

NCRDC nr

Contact number of previous Debt Counsellor

PLEASE ATTACH THE FOLLOWING DOCUMENTS FROM PREVIOUS DEBT COUNSELLOR:

- Debt Review Court Order
- Transfer Letter **or** Withdrawn Notice (Form 17.4)

Part 2 – Income

(Please attach copies of your last three salary slips)

Income	
Net Salary of Consumer	
Other income – Rent	
Other income – Maintenance (for children)	
Other income – Dividends	
Other income – Net Salary of Spouse	
Other income – Net Salary of Child (If living with you)	
Total	

Part 3 – Budget

(Please list all monthly commitments other than outstanding debt, i.e. school fees, travelling costs, medical expenses, etc. provide proof of all expenses marked with * e.g.: a court order for child maintenance.)

Detail	Client	Client Adjusted (Office use)	Spouse	Spouse adjusted (Office use)	Total	Total adjusted (Office use)	Comment
Assurance*							
Bank Charges							
Contingency							
Clothing							
Credit Insurance*							
Credit Life Insurance*							
Domestic / Cleaning Services							
DSTV / M-Net/ Satellite							
Education Fees*							
Entertainment							
Family Expenses (Maintenance)*							
Food							
Funeral Cover*							



Gardening Services							
Household Insurance*							
Household Maintenance							
Insurance Premium*							
Levies*							
License Fees							
Life Insurance*							
Medical Aid							
Mobile Phone							
Municipal Rates and Taxes*							
Pension							
Petrol							
Property Rental*							
Retirement Annuities*							
Security*							
Telephone and Internet Costs							
Tithes							
Transport Costs							
Vehicle Insurance*							
Vehicle Maintenance							
Water and Lights							

Signature

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Part 4 – Debt Obligations

(Please provide copies of statements for all accounts listed below)

(*Credit Types – credit card, personal loan, micro loan, overdraft/cheque account, incidental accounts [e.g. Doctors] home loan, vehicle finance etc.)

Name of Creditor	Credit Type	Reference nr	Monthly Instalment	Interest Rate (%)	Outstanding Amount
Example: ABSA	Credit Card	90001222564789	200.00	20.0	2000.00

I/We hereby confirm that these are the only outstanding creditors for my/our Debt Review application.

Signature

Signature Spouse (In Community of Property)



Part 5 – Factors Contributing To My/Our Over-Indebtedness

MAIN CAUSE OR COMBINATIONS OF CAUSES	✓ (Applicable)
Death Funeral Medical (Illness)	
Retrenchment (Loss of Income)	
Accidents (Motor)	
Divorce	
Family Responsibility (Birth of a Child, etc)	
Economic Factors (Changes of Interest Rates, etc)	
Substance Abuse / Addiction (Alcohol, Drugs, Gambling, etc)	
Lack of Education	
Lifestyle (Excessive)	
Aggressive Marketing	
Cost of Housing Accommodation (Rental)	
Self Employed – Non-payment by Debtors	
Contract/Tender loss	
Dissolving business Partnership	
Other	

Consumer’s Motivation: I declare that I am over-indebted, because:

Spouse’s Motivation: I declare that I am over-indebted, because:

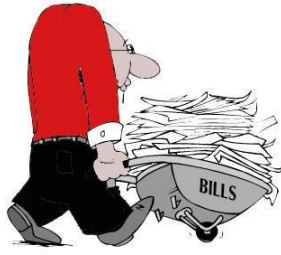
I/we, hereby confirm that all legal documentation pertaining to my/our debt review including notices of my/our court application may be served on me/us at the following email address/fax number:

--

Signature

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DEBT COUNSELLING FEE STRUCTURE

The following fees are applicable:

1. An **Application Fee** of **R350-00** (excl. VAT).
2. A **Rejection Fee** of **R300-00** (excl. VAT) in respect of Consumers whose applications have been rejected in terms of S 86(7)(a) of the NCA.
3. A **Restructuring Fee of the lesser** of the first instalment of the debt rearrangement plan, or **R8 000-00** (excl. VAT), in respect of a Consumer whose application has been accepted in terms of S 86(7)(b) or S 86(7)(c) – **for a single (one person) application.**
4. A **Restructuring Fee of the lesser** of the first instalment of the debt rearrangement plan or **R9 000-00** (excl. VAT), in respect of Consumers whose application has been accepted in terms of S 86(7)(b) or S 86(7)(c) – **for a joint application.**
5. An **Aftercare Fee** of 5% p.m. (excl. VAT) on the monthly instalment of the Debt Rearrangement Plan up to a **maximum of R450** (excl. VAT).
6. A **Legal Fee** payable for obtaining a debt restructuring order will be charged at Legal Practitioner Own Client Cost and will be additional to the Restructuring Fee. **The Legal Fee will be included in the restructuring process and will not exceed R6 000.00.** This amount however, doesn't include the defense of a summons or any other court appearance, except for the debt restructuring order application.

ALL FEES ARE INCLUDED IN THE RESTRUCTURING PROCESS.

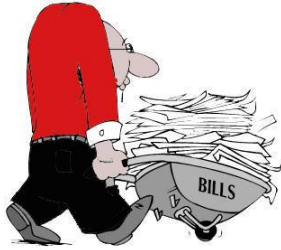
Signed at [place] on this [day] of [month]

of 201 [year]

Signature

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AGREEMENT / POWER OF ATTORNEY

I, THE UNDERSIGNED, FURTHER DECLARE AS FOLLOWS:

1. I will comply with all the requests from Debt Solutions to assist them to evaluate my state of indebtedness in order to restructure my debt.
2. I hereby consent to the submission of my information to all registered Credit Bureaus by Debt Solutions.
3. I also consent that Debt Solutions may obtain my credit records from any/all registered Credit Bureaus and any other registers which may contain any of my credit information.
4. I unconditionally indemnify Debt Solutions and its verification suppliers against any liability that may result from furnishing information in this regard.
5. I hereby grant a mandate to Debt Solutions to *inter alia* enter into negotiation with my Creditors on my behalf, to draw up a payment schedule to present to my Creditors and to make an offer of payment in accordance with the said payment schedule – with any amendment thereof in the total discretion of Debt Solutions.
6. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider until one of the following events has occurred:
 - a. Debt Solutions rejects my application;
 - b. The court determines that I am not over-indebted; or
 - c. All my obligations under credit agreements as re-arranged are fulfilled and I have been issued a Clearance Certificate by Debt Solutions.
7. The Debt Counselling process was explained to me and I have read and understood all the documents attached to the application form.
8. Debt Counselling Fees and Legal Fees applicable are set out in the Fee Structure. I understand and accept these fees.
9. I understand that **I MUST NOT SIGN ANY DOCUMENTS** whatsoever which I receive from any creditor and shall make no promises, either verbally or in writing, to any creditor and understand that all payments to creditors will be done through a PDA.
10. I understand that I will not be blacklisted and is only flagged for debt review by all Credit Bureaus while registered for debt review.
11. I understand that creditors will still keep calling me and send SMS messages until they receive a court order. All creditor threats must be reported to Debt Solutions.
12. I understand that nobody can institute legal action regarding accounts that are included in the debt review while I am under debt review and making regular payments in accordance with a debt restructuring court order. I know that I must beware of collection agents making threats and that I must report this to Debt Solutions.
13. I understand that payments must be made strictly in accordance with the payment plan drafted by Debt Solutions. No extensions will be granted by my creditors or by Debt Solutions. I understand that failure to make regular monthly payments may result in my debt review being terminated by my creditors in terms of Section 86 (10) of the National Credit Act and that I will then no longer be protected against legal action by my credit providers.
14. I understand that I must not make any direct payment towards any credit agreement included in the debt review without first consulting with Debt Solutions.
15. I understand that I must go to the bank and stop all debit order payments to credit agreements included in the debt review. I take full responsibility for this.



16. I understand that I must open a new savings account at a bank where I don't have any credit obligations. I take full responsibility for any amounts deducted from my old account if I neglect to open a new account.
17. I understand that I must arrange with my salary department to deposit my salary into my new bank account.
18. I understand that I must stop all credit related deductions from my salary immediately and include the account/s in the debt review. This excludes court orders (garnishees) as Debt Solutions is unable to assist with this.
19. I understand that houses, vehicles and other assets subject to finance agreements must be insured and proof of the insurance must be attached to my application.
20. I understand that no credit agreement on which legal action has commenced, can be included in the debt review without permission from the creditor. I confirm that all legal notices regarding all accounts listed in the application form, are attached.
21. If I lodge a complaint of reckless lending, I confirm that the information I gave to the credit provider on the application for credit was true and correct.
22. If I have any additional money that I want to pay towards my debt, I will arrange with Debt Solutions for the payment to be made through the PDA, in order for records and interest to be adjusted by them.
23. I confirm that the services to be rendered by Debt Solutions on my behalf are clearly understood by me and I acknowledge that Debt Solutions does not undertake to make payment on my behalf of any amount to any of my creditors.
24. In the event of me not punctually paying any of my monthly payments to the PDA in terms of my debt restructuring plan, Debt Solutions will be entitled to decline to further attend to my case which will have the result that my credit providers will collect all amounts due to them as they deem fit.
25. I acknowledge that if I inform Debt Solutions of a creditor that was not previously disclosed by myself after a court order for my debt review has been granted, and I want that particular creditor to be included in the debt re-arrangement plan, the whole process will have to start over and all fees will be payable as if I was never placed under debt review.
26. I acknowledge that Debt Solutions can't withdraw my debt review after I am found to be over indebted and my creditors have been informed of this finding, and I will be bound to complete the debt review process as set out by the court order. I will therefore only be removed from debt review when I have been issued with a clearance certificate.
27. I hereby acknowledge that all lawful actions taken by Debt Solutions under its powers under this Agreement/Power of Attorney are tacitly ratified by me, and I will be bound by such agreements as principal debtor.
28. I indemnify all employees and nominees of Debt Solutions against any claim that may be instituted against it or them arising from any act or omission by such person appointed by Debt Solutions or it's nominee in the lawful execution of the terms and conditions of this Agreement/Power of Attorney entered into with myself, and confirm that Debt Solutions shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising.
29. I understand that should I prefer to pay my instalment to the PDA in cash, EFT or stop order, I take full responsibility to ensure that my payments increase with the yearly escalation, if applicable.
30. **I confirm that the information contained in this document is, to the best of my knowledge, true and correct. I further declare that I have read and understood the application form as a whole and that I accept all the terms and conditions contained herein.**

Signed at [place] on this [day] of [month]
of [year]

Signature

Signature Spouse (In Community of Property)

