***Debt Counselling Corporation (Pty) Ltd***

**FORM 16**

**APPLICATION DEBT**

**REHABILITATION**

**IN TERMS OF THE NATIONAL CREDIT ACT. 34 OF 2005**

Welcome

We are here for you every step of the way throughout the debt review process and it is our pleasure to serve you with professional legal advice.

Feel free to disclose all relevant information because trust is the most important part of a successful Debt Review application and professional assistance. Complete this form as thoroughly as possible.

We at Debt Counselling Corporation would like to render a friendly service at all times and request you to ask any questions you may have.

With regards to the first consultation please bring the following documentation:

Identity document of applicant, if you are married in community of property the Identity document of your spouse as well

 Three months bank statements

 Latest account statement of every credit provider

 Signed and completed application (Form 16)

 Three to Six pay slips if you are married in community of property the pay slips of your spouse as well

 If you are married out of community of property you are ANC

 All other relevant documentation (credit agreements signed with the credit provider, contracts etc.)

Regards

Debt Counselling Corporation

***Debt Counselling Corporation***

**R**

**1st Payment:**

PERSONAL INFORMATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Consumer 1** |   |   | **Consumer 2** |   |
|   |   |   |   |   |
| Surname: |   |   | Surname: |   |
| Full Names: |   |   | Full Names: |   |
| Identity Number: |   |   | Identity Number: |   |
| Tel. No Home: |   |   | Tel. No Home: |   |
| Tel. No Work: |   |   | Tel. No Work: |   |
| Cell. No: |   |   | Cell. No: |   |
| E-mail: |   |   | E-mail: |   |
| Physical Address: |   |   | Physical Address: |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
| P.O. Box: |   |   | P.O. Box: |   |
|   |   |   |   |   |
|   |   |   |   |   |
| Employer: |   |   | Employer: |   |
| Employer Address: |   |   | Employer Address: |   |
|   |   |   |   |   |
|   |   |   |   |   |
| Occupation: |   |   | Occupation: |   |

Marital Status

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Married |  | Single |  | Divorced |  | Widowed |  |
| If Married How? | Traditional |  | In Community of Property |  | Out of Community |  |

Dependants

|  |  |  |  |
| --- | --- | --- | --- |
| Name and Surname | Identity No. | Age | Relationship |
|  |  |  |  |
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General

Reasons for over-indebtedness?

(Why do you have financial problems, high interest rates, divorce, spouse lost his/her job etc.) Explain in full.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**INCOME AND MONTLY OBLIGATIONS**

|  |
| --- |
| **1. Consumer 1** |
| Gross Income (Before deductions) |  |
| Net Income (After deductions) |  |
| Any other: Maintenance |  |
| Rental income |  |
| Other |  |
| **Total:** |  |

|  |
| --- |
| **2. Consumer 2** |
| Gross Income (Before deductions) |  |
| Net Income (After deductions) |  |
| Any other: Maintenance |  |
| Rental income |  |
| Other |  |
| **Total:** |  |

3. **Monthly Expenses** (Obligations for living expenses not credit providers like Nedbank, Edgars, Absa etc.)

The list below is just for guidelines, ignore the ones not applicable to your situation and put the rest not listed in, at the bottom.

Remember, for you to qualify for Debt review we need to have surplus funds available thus, if you take the income minus your deductions, minus the monthly expenses there must be an offer for your credit providers. If you struggle to fill in this part we can complete it on your first consultation.

|  |  |  |  |
| --- | --- | --- | --- |
| **Expenses – Category** | **Amount – Monthly****Commitment** | **Reason** | **Debt Counsellor Comments** |
| 1. Groceries |  |  |  |
| 2. Other |  |  |  |
| 3. Other |  |  |  |
| 4. Other |  |  |  |
| 5. Rent |  |  |  |
| 6. Water & Lights |  |  |  |
| 7. Levies |  |  |  |
| 8. Transport to work |  |  |  |
| 9. Transport for school |  |  |  |
| 10. School Fees |  |  |  |
| 11. Afterschool care, baby expenses |  |  |  |
| 12. Insurance, **specify**? **Vehicle**? |  |  |  |
| 13. Policies, **specify**? |  |  |  |
| 14. Telephone, **specify**? |  |  |  |
| 15. Medical Aid/Extra Medical Expenses |  |  |  |
| 16. Other expenses |  |  |  |
| **17. Total:** |  |  |  |

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**LIST OF CREDIT PROVIDERS**

Please don’t include living expenses listed on the previous page only your credit providers like bond payments, vehicle financing, clothing accounts, personal loans etc.

In the event you do not have specific balances please fill in the ESTIMATED AMOUNT you owe the creditor as this is important to make a full debt assessment by the Debt Counsellor.

|  |  |  |  |
| --- | --- | --- | --- |
| **Creditor/ Attorney** | **Reference / Account number** | **Outstanding Amount** | **Monthly Payment** |
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When you come for your first consultation please bring the latest account statement, in your possession, for every credit provider listed above.

**Please remember to provide ALL debt on the abovementioned schedule no EXCEPTIONS.**

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**FEES EXPLAINED**

**Debt Review**

|  |  |  |  |
| --- | --- | --- | --- |
| **Instruction** | **Services** | **Fee** | **By when it should be paid** |
| **1) Application Fee** | **Completion and submission of the Form 16** | **R50.00 (as prescribed)** | **Upfront and in full** |
| **2) Administration Fee** **(New fee)** | 1. **Consultation with consumer,**

**including explanation of process and fee disclosure;**1. **Form 17.1 process;**
2. **Loading consumers on the DHS\*; and**
3. **Rejection process as per the Form 17.2(a) including**

**i)Notifying the consumer and credit providers;****ii)Updating the DHS; and****iii)Compliance with Regulation 25.**1.
 | **R300.00 per debt counselling application.** | **Upfront and in full** |
| **3) Determination Fee** | **The fees under this item are aligned to the outcomes of the full assessment of the consumer’s financial information.** |
| **3.1) Restructuring Fee** | **Attending to the Form 17.2(b) process including, but not limited to, the following related services:** | **For one applicant:****a) the fee is either equal** **to the distributable** **amount\*\* or a**  **maximum fee of**  **R8 000.00,****b) whichever amount is**  **the lesser.****For consumers married in Community of Property:****a) the fee is either** **equal to the**  **distributable amount**  **or a maximum** **fee of R9 000.00,****b) whichever amount is** **the lesser.** | **Payable in Month 1 after drafting and submission of the proposals.** |
| **a) Proposal preparation** |
| **b) Loading the pan on the debt**  **counsellor’s PDA\*\*\* profile;** |
| **c) Negotiating with credit providers;** |
| **d)Submitting the final proposal;** |
| **e) Supplying debt counselling documents to the attorney to draft the court application;** |
| **f) Updating the DHS;** |
| **g) Transferring the consumer;** |
| **h) Instructing the attorney to draft the court application/collating and filing NCT\*\*\*\* application; and** |
| **i) Withdrawal by consumer (Form 17.W process).** |
| **3.2) Reckless Lending Fee** **(New fee)** | **a) Reckless lending assessment; and** | **R1 500.00 per debt counselling application.** | **Payable in Month 2 after completing the written outcome of the reckless lending assessment.** |
| **b) Supplying reckless lending documents to** **the attorney to draft the affidavit on the** **assessment outcome.** |

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|  |  |  |  |
| --- | --- | --- | --- |
| **4) After Care Fee** | **Services including the following:****a) Form 17.2(c) process;****b) Review of the consumer’s financial** **situation;****c) Attending to payment queries:****d) Clearance process, including** **securing the paid-up letters;****e) Withdrawal by consumer (Form**  **17.W process); and****f) Updating the DHS.** | **For the entire debt****counselling process:****a) The fee is equal to** **5% of the** **distributable**  **amount or a** **maximum fee of**  **R450.00,****b) Whichever amount is** **the lesser.** | **Payable in every month after Month 2 in which after care services are rendered.** |
| **5) NCT Submission Fee** |  **Submission of the NCT application.** | **R500.00 (excluding the NCT filing fee).** | **Charged and payable in Month 2 after completion of the restructuring process.** |
| **6) Attorney Fee** | **a) Drafting of the court application;**  **and****b) Attendance at court.** | **To be agreed upon** **upfront with the** **attorney and** **communicated in****writing to the****consumer when****applying for debt****counselling.****Debt counsellors are** **advised to negotiate** **that the legal fee be** **aligned to the** **disposable income of****the consumer where****possible.** | **Payable to the attorney only after:****a) one or more credit providers** **have not accepted the**  **repayment plan;****b) the attorney has drafted the court**  **application; and****c) the attorney has attended the**  **hearing of the court application.** |

GLOSSARY

\*DHS means the Debt Help System;

\*\*distributable amount means the amount payable to the initial debt re-arrangement plan;

\*\*\*PDA means a Payment Distribution Agent Registered with the National Credit Regulator in terms of Section 44A of the National Credit Act 34 of 2005 as amended (“the Act”); and

\*\*\*\*NCT means the National consumer Tribunal as established by Section 26 of the Act.

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**“Don’t Miss A Payment”.**

The consumer is responsible to pay the legal costs relating to the debt review process, provision will be made in your budget for debt review.

1. We are the Applicants in the debt review matter.
2. We are unable to meet our financial obligations in a month and therefore we are over indebted.
3. We undertake to assist the debt counsellor in anything she needs regarding our estates and over indebtedness to restructure our monthly obligations.
4. We hereby consent to the submission of our information to all registered credit bureaus by the Debt Counsellor.
5. We consent thereto that my Debt Counsellor may obtain our credit record from any registered credit bureaus and any registers which may contain any of our credit information.
6. We declare not to enter into any further credit agreements except for a consolidation agreement until:
7. The application for debt review by our Debt Counsellor is rejected;
8. The court declare that we are not over-indebted or
9. All our credit obligations under the existing agreements as re-arranged are fulfilled
10. We declare that all the information pertaining to this document is true and correct.
11. We the undersigned hereby consent to our address and contract numbers being placed on the form 17.1 which is distributed to the credit providers and the credit bureaus.
12. We consent thereto to inform my debt counsellor of any changes in our financial position or anything my debt counsellor may need to handle my debt review.
13. We declare that I/We understand all the different debt relief measures and that all the cost pertaining to debt review was explained to me.
14. We understand that I/We are responsible to pay the cost for the debt review process,
15. We declare that I/We understand what debt review involves and what are required of us.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

We Debt Counselling Corporation declare that all the credit relief measures were explained to the consumer/s in an understandable language as well as all the relevant cost pertaining to debt review.

***Debt Counselling Corporation***

I/we the undersigned consumer confirm that the Debt Counsellor informed me of the following:

1. **It is my responsibility to make sure that I pay every month the amount the debt counsellor provided me off to the PDA for distribution to my credit providers.**
2. I cannot miss a month to pay the PDA and if it happens the credit providers can terminate the debt review process and instituted legal action against me or the Debt Counsellor can terminate the debt review process and I will be responsible for the cost pertaining hereof.
3. That I’m still responsible for my normal budget obligations in terms of page 4 and 5 of this form 16, the PDA only pay the credit providers on pages 6.
4. **I must send proof of payment to my debt counsellor every month via, fax, e-mail or by hand.**
5. If I am under debt review my debt counsellor cannot stop the irritation of credit providers and is it my responsibility to inform my debt counsellor of every call I receive from a credit provider plus the contact detail of the person I spoke to and his/her telephone number.
6. **I may in no circumstance negotiate with any credit provider while I am under debt review or sign any letters etc. before I consulate with my Debt Counsellor.**
7. **If I receive any demands, notices, summonses or letters relevant for my debt review process I must bring it as soon as possible under my debt counsellors’ attention, by fax, e-mail or by hand.**
8. **I may not use any credit card, garage card etc. while I am under debt review or buy any goods on any account.**
9. **If I have an overdraft and my salary pay in that account I need to change my bank account as soon as possible and request my paymaster to pay my salary in another account because as soon as 17.1 is send to my credit providers it will freeze my account and I won’t be able to withdraw my salary.**
10. I need to open a new savings bank account at any bank where I like to make sure that all the deductions from my salary for credit providers are stopped.
11. I must pay or via a stop order, debit order of by cash the PDA every month.
12. If I use my original bank account I need to make sure that all my debit orders (excluding the once listed on page 4 and 5) are cancelled, to ensure that I will be able to pay the PDA at the end of the month
13. **It is not the responsibility of the debt counsellor to negotiate repayment of money deducted from my bank account by means of debit orders which I did not stop or which was authorized due to the fact that I refused to change my bank account.**
14. As soon as there is an agreement reached with my credit providers the debt counsellor cannot negotiate a lesser amount on the reduced amount.
15. I confirm that I understand that the office of Debt Counselling Corporation will be managed by supportive staff and will I give my full co- operation to anyone dealing with my file.
16. If I fail to comply with any provision pertaining to debt review for example, to provide requested information, attend to signing documents, to bring in proof of payment etc. my debt review process may be terminated by the Debt counsellor as a result thereof. I will also be held responsible for any outstanding costs thereof.
17. If there is any legal action instituted against me on date of application for debt review, it won’t form part of the debt review process and will it be my full responsibility to negotiate or to defend this matter outside of the debt review process
18. I will be listed on the credit bureaus.
19. If there is any problem on my account I will go and consult my debt counsellor as soon as possible.
20. Interest doesn’t stop when I apply for debt review.
21. I must make sure **I PAY EVERY MONTH THE AMOUNT PROVIDED BY MY DEBT COUNSELLOR TO MY PDA FROM THE FIRST MONTH WHEN I APPLY FOR DEBT REVIEW**.
22. It is my responsibility to contact my Debt Counsellor for the amount payable to the PDA if she did not provide it yet on the day payment is due and payable. If I apply for debt review on the 1st, 5th, 13th 21st 28th or any other day of the month the first payment must be made at the end of that month.
23. Debt Counselling Fees can never be additional from the new restructured monthly payment but is always **INCLUDED**.
24. The PDA will distribute payments to your credit providers from the monthly instalment, paid by you to the PDA. Make sure you pay every month the amount your debt counsellor requests you to pay. Statements are available on request from debtcc10@gmail.com.
25. DC Partner is accredited by the NCR as Payment Distribution Agent in terms of the National Credit Act 43 of 2005. DC Partner will distribute the payments to your credit providers from the monthly instalment received from you.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_2018.

***Debt Counselling Corporation***

**POWER OF ATTORNEY**

**FOR DENISE CLOETE**

I, the undersigned,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full name & Surname)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full name of Spouse (where applicable))

Hereby authorize DENISE CLOETE “in association with Debt Counselling Corporation” of BRITS to:

1. **To obtain and disclose all information regarding my financial position to/from credit providers and credit bureaus;**
2. **To negotiate a debt-restructuring plan with my credit providers;**
3. **To cancel any authority given by me to my credit providers prior to this agreement that may be necessary to improve my financial position;**
4. **To apply to the Magistrate’s court/ Tribunal of it’s given jurisdiction for a consent order / judgment order according to the debt- restructuring plan;**
5. **Not to conclude any agreements with my credit providers, which may unfairly prejudice my rights as a consumer.**

The following provisions will be applicable on the performances of this mandate by DENISE CLOETE “in association with “Debt Counselling Corporation”:

1. Denise Cloete may, in terms of this mandate, do everything, which is reasonably necessary for the effective performance of the mandate.
2. I hereby undertake to pay the professional fees and disbursements as set out in my debt counselling application form.
3. Should I sign this mandate in a representative capacity, I hereby guarantee in my personal capacity payment of all the fees and disbursements due by my principal.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_2018.

Denise Cloete

**(Direkteur/Director)**

***Debt Counselling Corporation***

**Debt Order Cancellation**

To whom it may concern,

I, the undersigned, would like to cancel all debit orders from my bank account

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full name & Surname)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full name of Spouse (where applicable))

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Branch Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As I/we have applied for debt counselling with Debt Counselling Corporation

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_2018.