



Debt Counselling Corporation
• Debt Counsellors

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

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



Debt Counselling Corporation
• Debt Counsellors

R

1st Payment:

Debt Counselling Corporation in Association with North-West Debt Counselling Rustenburg

PERSONAL INFORMATION

Consumer 1

Surname: Full _____
Names: Identity _____
Number: Tel nr _____
home: _____
Tel nr Work: _____
Fax nr: _____
Cell nr: _____
E-mail: _____
Physical address: _____

P.O. Box: _____

Employer: _____
Employer Address: _____

Occupation: _____

Consumer 2

Surname: Full _____
Names: Identity _____
Number: Tel nr _____
home: _____
Tel nr Work: _____
Fax nr: _____
Cell nr: _____
E-mail: _____
Physical address: _____

P.O. Box: _____

Employer: _____
Employer Address: _____

Occupation: _____

Marital Status

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

Dependants

Name and Surname	Identity Nu.	Age	Relationship

General

Reasons for over-indebtedness?

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

Language preferred?

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



Debt Counselling Corporation
• Debt Counsellors

Debt Counselling Corporation

INCOME AND MONTHLY 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.

<u>Expenses – Category</u>	<u>Amount – Monthly Commitment</u>	<u>Reason</u>	<u>Debt Counsellor Comments</u>
1. Groceries			
2. Meat			
3. Fruit & Vegetables			
4. Bread & Milk			
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:			

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



LIST OF CREDIT PROVIDERS

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.

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



Debt Counselling Corporation
• Debt Counsellors

Debt Counselling Corporation in Association with North-West Debt Counselling Rustenburg
FEES EXPLAINED

1. DEBT REVIEW

<u>Instruction</u>	<u>Fee</u>	<u>Explain</u>
a) Application Fee	R50.00	The consumer is required to pay an application fee for the debt counselling that is limited to the amount prescribed in terms of Schedule 2(2) of the Act;
b) Rejection fee	R300.00	In the event the consumer's application is rejected from the debt review - this amount is payable as provided by the NCR Guidelines for Debt Counsellors in terms of Section 86(7)(c);
c) Accepted Application: Restructuring	R6000.00 <i>"100% of the fee is payable on the first instalment"</i>	This fee is provided for as by the NCR, this is the maximum fee allowed to be deducted the first month. In the event the restructured payment is lesser than the above mentioned amount the lesser amount will be taken as the restructured fee. For Example: If your restructuring fee is worked out on R3000, the maximum allowed to be taken as restructuring fee will be the R3000, in other words the R6000 is the maximum but the lesser amount will always be taken as the restructuring fee.* In terms of Section 86(7)(b) or Section 86(7)(c);
d) Accepted application : Legal	R6000.00	In the event the restructuring fee allows, the legal fee will be taken the first month. In the event the restructured payment does not allow for the R6000 to be deducted this amount will be included as a creditor and therefore be paid of monthly. This amount is governed by the Magistrates Court Act. <i>Take note that no fees can be reimbursed to the clients, this is part of the application and is not refundable.</i>
Additional Legal Fees	Variable and not inclusive with (c) – Accepted Application : Legal	In the event the consumers have a vehicle or a house that requires legal negotiations to include the account in debt review then the additional fee will be included in the distributions. This fee is depending on the amount of negotiation we have done and documents sent through to the relevant attorneys.
Rescission of Granted Court Order – Legal Fee	R3500.00 <i>"As per the Magistrate's Court Act"</i>	In the event the consumer wishes to cancel the debt review and there is a granted court order in place, the legal fee needs to be paid and the granted court order needed to be rescinded in order to cancel the debt review. Then the new granted court order which will be provided to the client can be used to support the cancellation together with the "clearance certificate" if needed and the "form 17.W" . A form 17.4 is not needed.
Cancellation fee	75% of original fee	When the consumer cancels his or hers application the amount is determined by the debt review payment. Example: Fee payable from a debt review payment of R3000 is 75% of R3000 = R2250 Cancellation fee is only applicable when the consumer cancels the debt review process before 60 days, after 60 days when the order has been granted the rescission of granted court order legal fee is applicable.
Monthly after-care (as per NCR)	5% of monthly installation for 24 months then reducing to 3%	A monthly care fee of 5% of the monthly instalment of the debt re-arrangement plan, up to a maximum of R400 for the first 24 months, reducing to 3% (or a max of R400) for the remaining period. <i>Payment of the monthly after-care fee is to commence in the 2nd month after the restructuring fee is payable.</i>
PDA Cost (to distribute payments):	R 0 to R15	R0 – R100 = Zero R100 – R200 = R5 R200 – R500 = R10 R500 and above R15
Payment Distribution Fees	See explanation	3% of the gross available amount,

C

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com



Debt Counselling Corporation
• Debt Counsellors

Debt Counselling Corporation

		With a minimum restriction of no less than R57.00 (VAT incl.) With a maximum restriction of no more than R570.00 (VAT incl.)
Cancelling the Debt Review Application / Order and Removal of Debt Review Status	Various Costs	Upon completing the application and the client has a granted court order and wishes to cancel the order can approach the Magistrate's court and tend to the cancellation himself/herself. The client can also use his own attorney and does not need to use the debt counsellor's attorneys for the rescission and clearing of the ITC.

*Debt Counselling Fees can never be additional from the new restructured monthly payment but is always **INCLUDED**.

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

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.

ADMINISTRATION

a) Application Fee	R _____
b) Court Stamp	R _____
c) Emolument Attachment Order and Sheriff fees	R _____
Monthly Distribution Charges @ 12.5%	R _____
Legal Cost per month @ 12.3%	R _____ + VAT

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



Debt Counselling Corporation

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

Signed at Brits on this ____ day of _____ 2017.

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 Counsellor / Consultant

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



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 consultate 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 a 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 or 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.

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



Debt Counselling Corporation

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.

Signed at Brits on this ____ day of _____ 2017.

Debt Counsellor / Consultant

Consumer 1: _____

Consumer 2: _____

Debt Counselling Corporation

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtcc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |



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 _____ this _____ day of _____ 2017.

Denise Cloete

(Direkteur/Director)

Consumer 1: _____

Consumer 2: _____

Brits Branch:
Armansis Medical Centre, 12 Ludorf Street, Brits 0250
Postnet Suite No. 150, Private Bag X5091, Brits 0250
Telephone | Telefoon: 076 658 0140
E-mail | Epos: debtc10@gmail.com

Denise Cloete | Director & Registered Debt Counsellor | B. COMT | NCRDC2837 |