

Debitum Auxilium

DEBT COUNSELLING

(PTY) Ltd

Linda Bester Registered Debt Counsellor (NCRDC2429)

Debitum Auxilium (PTY) Ltd, Registration number: 2014/122494/07. / PO Box 31759, Waverley, 0135 / Tel: 0720114900,
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NCR No: NCRDC2429

PO Box 31759

Waverley 0135

Tel: 0720114900

Fax: 0866952082

Form 16

Email: debitumaux@gmail.com

Date: _____

NATIONAL CREDIT REGULATOR

APPLICATION BY CONSUMER 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 Counsellor 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, and you will not be able to obtain any further credit.
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 Counsellor, your application will not be accepted.
5. All Payments need to be made directly to the PDA trust account. The Debt Counsellor will provide you with the banking details of the PDA – DC Partner.
6. A Consumer who has applied for Debt Review can withdraw from Debt Review only before the declaration of over-indebtedness (Form 17.2) has been issued by the Debt Counsellor. A Consumer who has been issued with a Clearance Certificate or where a Court Order has been obtained indicating that the Consumer is no longer over indebted and no longer under Debt Review will also be removed from Debt Review.

PART 1 – PERSONAL INFORMATION

| | Primary Applicant | Secondary Applicant |
|--------------------------|-------------------|---------------------|
| Full names and Surname: | | |
| Maiden Surname: | | |
| NCR Number: | | |
| Referrer: | | |
| Identity Number: | | |
| Passport Number: | | |
| Marital Status: | | |
| Date of Marriage/Divorce | | |

| | | |
|-------------------------------------|--|--|
| Physical Address: | | |
| | | |
| Postal Adres: | | |
| | | |
| Owner/Tenant | | |
| How long living at current address: | | |
| Telephone Number (work): | | |
| Telephone Number (home): | | |
| Cell Phone Number: | | |
| E-mail Address (if any): | | |
| Name of Employer: | | |
| Address of Employer: | | |
| | | |
| Date of Employment: | | |
| How long employed: | | |
| Occupation: | | |
| Pay Number: | | |

Dependants – Primary Applicant

| Name | Age | Relation | Identity Number |
|------|-----|----------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |

Next of Kin

| Name | Relation | Cell Phone Number | E-mail Address: (if any) |
|------|----------|-------------------|--------------------------|
| | | | |
| | | | |

New Banking Details

| | |
|-----------------|--|
| Bank Name: | |
| Account Name: | |
| Branch: | |
| Account Number: | |
| Branch Code: | |
| Account Type: | |
| Deduction Date: | |

PART 2 – INCOME

(Please attach your salary slip)

| | Current | Proposed |
|----------------------------|---------|----------|
| Gross Salary: | | |
| Bonuses: | | |
| House Allowance | | |
| Interest received: | | |
| Maintenance: | | |
| Overtime: | | |
| Commission: | | |
| Personal Gifts: | | |
| Rent Received: | | |
| Second Job | | |
| Subsidies and Grants: | | |
| Other Income: | | |
| TOTAL GROSS INCOME: | | |

Deductions

| | Current | Proposed |
|-----------------------|---------|----------|
| Medical Aid | | |
| Pension Fund | | |
| Loans | | |
| Garnishes/Admin Order | | |

| | | |
|-------------------------|--|--|
| PAYE | | |
| UIF | | |
| Union Subscription | | |
| SITE | | |
| Group Life | | |
| Insurance | | |
| Funeral Policy | | |
| RA's/Endowment | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |
| TOTAL DEDUCTIONS | | |
| TOTAL NETT PAY | | |

PART 3 – MONTHLY COMMITMENTS

(Please list all monthly commitments other than outstanding debt)

| Commitment | Current Monthly Expense | Proposed Monthly Expense |
|---------------------------|--------------------------------|---------------------------------|
| Assurance | | |
| Credit Insurance | | |
| Credit Life Insurance | | |
| Pension and Risk Benefits | | |
| Medical | | |
| Bank Charges | | |
| Bread and Milk | | |
| Cell Phone | | |
| Clothing | | |
| Domestic Worker | | |
| Entertainment | | |
| Family Expenses | | |

| | | |
|------------------------|--|--|
| Garden Services | | |
| Groceries and Cleaning | | |
| Meat | | |
| Rates and Taxes | | |
| Rent | | |
| School Fees | | |
| Security | | |
| Telephone | | |
| Toiletries | | |
| Transport | | |
| TV License | | |
| Water and Electricity | | |
| DSTV | | |
| Sigarettes | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |
| Other | | |

| | | |
|--------------------------|--|--|
| Less Commitments: | | |
|--------------------------|--|--|

| | | |
|---------------|--|--|
| TOTAL: | | |
|---------------|--|--|

| | | |
|------------------------------------|--|--|
| Available for Distrubution: | | |
|------------------------------------|--|--|

PART 4 – DEBT OBLIGATIONS

(Please provide copies of all outstanding balances due)

| Name of Creditor | Account Number | Balance | Monthly Payment |
|------------------|----------------|---------|-----------------|
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| TOTAL: | | | |

PART 5 – DEBT COUNSELLING FEES DISCLOSURE

The Debt Counsellor may receive the following amounts in respect of consumers who have applied for debt counselling:

1. An application fee – limited to the amount prescribed in terms of Schedule 2(2) of the Act, recoverable directly from the Consumer upon receiving an application for debt review.
2. A rejection fee of R300 (excluding VAT), in terms of section 86(7)(c), for Consumers whose applications have been rejected.
3. A Restructuring fee of the lesser of the first instalment of the debt re-arrangement plan and the maximum of R6000.00 (excl. Vat) in respect of a consumer whose applications have been accepted in terms of Section 86(7)(b) or Section 86(7)(c). In the event of a joint application, the fee may be increased to R6000.00.
 - 3.1. 100% of the fee is payable on the first instalment.
4. Should a Debt Counsellor fail to submit proposals to Credit Providers or refer the matter to a Tribunal or a Magistrates Court within 60 days from the date of the debt review application, the Debt Counsellor has to refund 100% of the fee paid by the Consumer (excluding the application fee).
5. A monthly care fee of 5% (excl. Vat) 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.
 - 5.1 Payment of the monthly after-care fee is to commence in the 2nd month after the amount in 3.1 above has been paid.
6. Should a consumer withdraw from the process after completing stage 3 above, a fee of 75% of the restructuring fee is payable.
7. A legal fee for a consent order of R750.00. The legal fee for the consent order may only be deducted in the 2nd month after the amount in 3.1 above has been paid. If the consumer’s affairs cannot be resolved through a consent order, and there are additional costs for further legal processes, these need to be separately negotiated with the client. The Debt Counsellor should be able to produce pro forma invoices issued to them by their lawyers for legal services, when so requested by the NCR.
8. Court Preparation fees relate to either a Consent Order or Court Order for the Debt Re-arrangement and this can vary depending on the response from the Credit Provider.

ADDITIONAL INFORMATION OR ADDITIONAL DISCLOSURES BY DC:

| |
|----|
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |

PART 6 – DECLARATION BY THE CONSUMER/S

I/We declare as follows:

1. I/We undertake to comply with all requests from the debt counsellor to assist him/her to evaluate my/our state of indebtedness and the prospects for responsible debt restructuring.
2. I/We hereby consent to the submission of my/our information to all registered credit bureaus by the debt counsellor.
3. I/We also consent that the debt counsellor may obtain my/our credit record from any/all registered credit bureaus and any other registers which may contain any of my/our credit information.
4. I/We 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. The debt counsellor rejects my/our application;
 - b. The court determines that I/we am/are not over-indebted; or
 - c. All my/our obligations under credit agreements as re-arranged are fulfilled.
5. I/We understand that I/we must not sign any documents whatsoever that I/we receive from my/our credit providers, and shall make no promises, either verbally or in writing, to any of my credit providers.
6. I/We confirm that the information obtained in this document is, to the best of my/our knowledge, true and correct.
7. I/We the undersigned consumer/s hereby agree and undertake to keep the Debt Counsellor indemnified against all loss or damage from any cause arising which I/we may sustain as a result of the application in terms of Section 86 of the National Credit Act 34 of 2005.
8. I/We confirm my instructions to the Debt Counsellor to investigate reckless credit in respect of all my credit agreements and to furthermore instruct the Debt Counsellor to seek a declaration of reckless credit on my behalf should reckless credit be evident.
9. I/We hereby confirm that the Debt Review Process and Debt Counselling Fee Structure has been explained and is understood and accepted.
10. Furthermore I/we undertake to make the interim payments as reflected in the Payment Schedule pending the finalisation of the Consent or Court Order and that failure to do so can result in the termination of the Debt Review application by the Debt Counsellor or Credit Providers.
11. I/We hereby confirm that by signing this declaration, I/we enter into a mandate agreement with the debt counsellor willingly, in terms whereof the Debt Counsellor has the power to terminate this mandate for default on my/our part. I/We hereby confirm that I/we have been informed that the National Credit Act does not provide for termination by a debt counsellor, but that mandate agreements such as these are regulated by common law principles and that I/we accept this mandate agreement in terms thereof.
12. I/We hereby choose as my/our domicile citandi et executandi (legal address for all notices) for the purposes of giving notice, the serving of any process and for any purpose arising from this agreement.
13. I/We hereby agree to pay all legal costs and expenses of whatsoever nature on an Attorney and Client basis including collection commission, tracing agent charges, letter of demand costs or any other disbursements incurred by the Debt Counsellor employed by in the event that the Professional Fee, the after-care fee or the Legal Fee is not paid by me/us and action is instituted against me/us.
14. I/We agree that the amount owing to in terms of this agreement at any time shall be determined and proved by a certificate signed by any one of the Company's authorized representatives whose appointment, qualification and authority need not be proved. I/We irrevocably waive and abandon any right to call upon the Company in any litigation or other proceedings to furnish security for costs.
15. Consumer remains responsible to make all payments as re-arranged, in full and on time.
16. Proof of payments must be sent to the debt counsellor on a monthly basis for record keeping and to enable provision of after care service as a consumer cannot be under debt review without a debt counsellor.

- 17. Consequences of making short or late payments(e.g. risk of termination by credit providers)
- 18. Debt counselling fees are payable to a debt counsellor for services rendered and this includes payment of aftercare fees.
For a debt counsellor to issue a clearance certificate, all after care fees must be up to date.
- 19. Where the debt counsellor has suspended provision of service, a consumer must provide proof of settlement letters from credit providers for a debt counsellor to issue a clearance certificate.

1. Signature.....

2. Signature (if joint application).....

Date:

Receipt no:

Signed at on this day of 20.....