



PERSONAL INFORMATION

First Name _____ Title: _____

Full Names _____

Surname _____

ID No _____

Gender Male Female

Preferred Language Afrikaans English Sesotho
 Tswana Xhosa Zulu

Marital Status Married Single Widowed
 Divorced

No of Dependents _____

Physical Address _____

Code _____

Postal Address _____

Code _____

Phone Mobile _____ Home _____

E-Mail _____

Employer Name _____

Employer Phone _____

Employer E-mail _____

Employer Address _____

Code _____

Occupation _____

Initial Spouse

Initial Main Applicant

SPOUSE / PARTNER PERSONAL INFORMATION

Full Names _____

Surname _____

ID No _____

Phone Mobile _____ Home _____

E-mail _____

Employer Name _____

Employer Phone _____

BUDGET

Income (Gross)	Main Applicant	Spouse	Total
Salary / Pension	_____	_____	_____
Commission	_____	_____	_____
Allowances	_____	_____	_____
Investment Income	_____	_____	_____
Other	_____	_____	_____
Total Income	=====	=====	=====
Deductions			
Income Tax (PAYE)	_____	_____	_____
UIF	_____	_____	_____
Medical Aid	_____	_____	_____
Pension Fund	_____	_____	_____
Garnishees	_____	_____	_____
Staff Loans	_____	_____	_____
SITE	_____	_____	_____
Other	_____	_____	_____
Total Deductions	_____	_____	_____
Net Income	=====	=====	=====

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Living Expenses

Groceries	_____	_____	_____
Rental	_____	_____	_____
Water & Electricity	_____	_____	_____
Telephone / Internet	_____	_____	_____
Insurance	_____	_____	_____
Insurance Life	_____	_____	_____
Funeral Policies	_____	_____	_____
Transport / Fuel	_____	_____	_____
Clothing	_____	_____	_____
Education / School	_____	_____	_____
Child Care(Milk)	_____	_____	_____
Bank Charges	_____	_____	_____
Rates & Taxes	_____	_____	_____
Levies	_____	_____	_____
Child Maintenance	_____	_____	_____
Annuities	_____	_____	_____
Medical Expenses	_____	_____	_____
Entertainment	_____	_____	_____
Contingency	_____	_____	_____
Other	_____	_____	_____
Total Living Expenses	=====	=====	=====
Available for Distribution	=====	=====	=====

Initial Spouse

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GENERAL:

Reasons for Over-Indebtedness

- | | |
|---|--|
| <input type="checkbox"/> Death | <input type="checkbox"/> Lack of Financial Education |
| <input type="checkbox"/> Funeral | <input type="checkbox"/> Excessive Lifestyle |
| <input type="checkbox"/> Medical Factors | <input type="checkbox"/> Aggressive Marketing |
| <input type="checkbox"/> Retrenchment (Loss of Income) | <input type="checkbox"/> Accommodation (Rental) |
| <input type="checkbox"/> Motor Vehicle Accident | <input type="checkbox"/> Self Employed - Debtors |
| <input type="checkbox"/> Divorce | <input type="checkbox"/> Contract Loss |
| <input type="checkbox"/> Family Responsibility (Birth of a Child , etc) | <input type="checkbox"/> Dissolving Business Partnership |
| <input type="checkbox"/> Economic Factors (Changes in Interest Rate etc) | <input type="checkbox"/> Cost of Housing |
| <input type="checkbox"/> Substance Abuse / Addiction (Alcohol , Drugs , Gambling , etc) | <input type="checkbox"/> Other |

Have you ever applied for debt review on previous occasion? YES NO

If so, with whom did you apply?

Name of Debt Counsellor / Firm: _____

Contact Number: _____

Reason for withdrawal: _____

Are you currently under administration or voluntary distribution? YES NO

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Initial Main Applicant

Specific Instructions:

I hereby confirm that the following specific instruction have been fully explained to me and that I will execute these instructions to ensure that my debt review application runs smoothly.

- I must go to the bank and stop all debit- order payments to credit providers Agreed
- I must open a new savings account with an institution where I don't have any credit agreements. I take full responsibility for any amounts deducted from my existing bank account if I neglected to open a new savings account. Agreed
- I must arrange with my HR department to pay my salary into my new Bank account. Agreed
- I must stop all creditor related deductions from my salary immediately. This excludes court orders. Agreed

Document Checklist

I understand and confirm that in terms of Section 86 of the National Credit Act no.34 of 2005, I must submit all of the following documents to my Debt Counsellor in order to ensure a successful Debt Review.

Copy of my South African ID Yes No

I herewith consent to service of my Debt Review application and / or all other court documents relating to the said debt review application on me by email at: _____

Signed at _____ On this _____ Day of _____ 20____

Signature
Debt Counsellor

Signature
Spouse

Signature
Main Applicant

GREEMENT & POWER OF ATTORNEY:

I, _____

With ID number: _____

And I, (SPOUSE) _____

With ID number (SPOUSE) _____

Hereby declare and acknowledge the following:

1. I undertake to comply with all requests from Debt 911 to assist in evaluating my state of indebtedness and the prospects for responsible debt restructuring.
2. I give consent and authorise Debt 911 to obtain my full credit record from any / all registered credit bureaus and other registers that may contain any of my credit information. I also authorise Debt 911 to store my credit and account information in their system for as long as it may be necessary in order to perform the functions as envisioned through Section 86 of the National Credit Act.
3. I also give consent that Debt 911 may submit my information ton all registered credit bureaus.
4. I undertake not to enter into any credit agreements , other than a consolidation agreement , with any credit provider until Debt 911 rejects my application for debt review , the court determines that I am not over indebted or all my obligations under the credit agreements as re- arranged are fulfilled and Debt 911 has issued a clearance certificate.
5. I confirm that the information contained in this document is, to the best of my knowledge, true and correct.
6. I confirm that the credit providers as disclosed in the List of Creditors are the only outstanding accounts for my debt review application.
7. I hereby grant Debt 911 the following powers and authority:
 - a. To correspond, communicate and append my name in correspondence with my credit providers, credit bureau or any other institution that is party to the debt review.
 - b. To obtain and disclose all information pertaining to my financial position to and from credit providers and credit bureau. I hereby authorise Debt 911 to verify my personal credentials and financial records.
 - c. To negotiate a debt repayment and restructuring plan with my credit providers as envisioned by the National Credit Act.
 - d. To cancel any authority given by me to any of my credit providers prior to this agreement, and that may be necessary to aid in improving my financial position.

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- e. To instruct an attorney to apply to a magistrate's court for a court order that will enforce the debt re-arrangement plan.
- f. To substitute any credit life insurance or credit cover in particular on credit agreements where the credit provider requires such insurance i.t.o. section 106(6) of the NCA, with a competitive credit life insurance policy of their choice.
- g. To implement any legal procedure they deem necessary to improve my current financial situation and to facilitate the debt review in terms of Section 86 of the NCA and my ability to better service my debt repayments toward my credit providers.
- h. Cancel any debit orders, and / or stop payments of any debit orders.
8. I confirm that I am fully aware of the implications of going under debt review and that the debt counsellor has explained all aspects of analysing my debt position and debt restructuring which may improve my existing financial position.
9. Debt 911 will notify all my credit providers and registered credit bureaus.
- i.t.o Section 86 (4) (b) of the National Credit Act, of my application for debt review once a completed application form is received and a preliminary debt assessment has been done.
10. Debt 911 will issue me with an interim payment plan with a consolidated monthly debt review contribution amount according to which I can start paying immediately until a final payment plan has been negotiated with my credit providers. I confirm that an upward adjustment may made to the monthly debt review contribution as indicated on the Form 16 application. I acknowledge that the initial period given is an estimate and that it may vary.
11. Debt 911 will do an in-depth analysis of my state of over indebtedness within 60 days as provided for by the NCA and negotiate a final repayment plan with my credit providers.
12. I acknowledge that I am aware of the fact that I will be held liable for a percentage of Debt 911 fees should I decide to withdraw from the debt review process prematurely.
13. I understand that I may withdraw from the debt review process prior to the issuing of form 17.2 by Debt 911 as stipulated in the NCR withdrawal guidelines.
14. I agree to pay Debt 911 all applicable fees calculated as follows:
- a. A once off application fee of R 50.00 (Excl.VAT) collected with my first instalment.
- b. A one off administrative and consultation fee of R300.00 (excl. VAT) collected with my first instalment.
- c. A restructuring fee that is equal to the monthly debt review contribution as determined during the construction of the preliminary payment plan, with a maximum of R8000.00 (Excl. VAT) for a single application and R 9000.00 (Excl.VAT) for a joint application, paid in the first month of my debt review.

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- d. Aftercare fee equal to 5% of the monthly debt review contribution amount with a maximum of R450.00 (Excl.VAT)
- e. A NPDA fee of approximately 3% of the monthly debt review contribution with a minimum of R5 and a maximum of R15 (incl.VAT) max cap at R570.00.
- f. To obtain a court order Debt 911 must appoint an attorney. A legal administrative fee payable to Debt 911 or it's nominees of R8300.00 (Excl.VAT) payable in the 2nd month. I am aware that the attorneys will only proceed with my application once the legal fee has been paid in full.
- g. I acknowledge that the fees referred to in this section is collected as part of and included in my monthly debt review contribution and that distribution of funds to credit providers will only commence once these fees have been settled.

15. I understand that should I fail to make payment i.t.o my debt review payment plan or debt re-arrangement order , Debt 911 is entitled to suspend services in line with the NCR withdrawal guidelines and acknowledge that this will result in credit providers terminating the debt review process , I'll not be able to incur further debt , the debt counselling indicator will remain n my credit profile after Form 17.2 has been issued and transferring to another debt counsellor will not be possible if there are still outstanding fees owed to Debt 911.

16. I indemnify all employees and nominees of Debt 911 against termination of the debt review process by credit providers , any and all claims or losses that may be instituted against it or incurred arising from any act or omission by such person appointed by Debt 911 or it's nominees in the lawful execution of the terms and conditions of this agreement / power of attorney entered into with myself , and confirm that Debt 911 shall not be held liable for any damages suffered by me resulting from any act or omission whatsoever. I further unconditionally indemnify Debt 911 and it's providers from whom it receives information for verification purposes as per 7.b against any liability that may arise from the information obtained from such providers.

17. I understand that Debt 911 is not a credit provider, does not give out loans and will not make payment on my behalf of any amounts to any of my credit providers. Funds paid to credit providers will be solely done so from my monthly debt review contribution.

18. Debt 911 will gather and store personal information as might be necessary in rendering a good and effective service, and to share that information with third parties as would be required from time to time in rendering the service.

19. I confirm and acknowledge that I fully understand and agree to the following:

- I must go to the bank and stop all debit- order payments to credit providers.

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- I must open a new savings account with an institution where I don't have any credit agreements. I take full responsibility for any amounts deducted from my existing bank account if I neglected to open a new savings account.
- I must arrange with my HR department to pay my salary into my new bank account.
- I must stop all credit related deductions from my salary immediately. This excludes court orders.

Signed at _____ On this _____ Day of _____ 20____

Signature Main Applicant

Signature Spouse

Debit Order Instruction

Account Holder			
Name:		Surname:	
Identity Number:			
Telephone no:		Email:	
Physical address: (<i>Domicilium citandi et exexutandi</i>):			City/Town: Postal Code:
Name of Debt Counsellor:	Hilton Van As	DC Reg no:	NCRDC183

Account Details			
Name of Bank:			
Account Number:		Bank Code:	
Account Type (Tick Applicable):	<input type="checkbox"/> Current/Cheque	<input type="checkbox"/> Savings/Transmission	

Deduction Instruction			
Deduction Start Date:		Salary deposit day:	
Amount to be			
Debit Order Type (Tick Applicable):	<input type="checkbox"/> EFT	<input type="checkbox"/> NAEDO	

Authorisation and Mandate (Tick Boxes)
WHEREAS I was placed under debt review dated (_____) with the assistance of

the abovementioned Debt Counsellor. **AND WHEREAS** this Mandate relates to the agreement between me/us, NPDA and the Debt Counsellor (“the Agreement”).

- I/we hereby request and authorise NPDA to issue and deliver payment instructions to the NPDA banker for collection against my/our abovementioned account at my/our abovementioned bank for purposes of the Agreement.
- I/we agree that the amount to be collected from my/our account may be for any variable amount pertaining to the Agreement, on the elected day of each month. Except for the first collection that shall take place on the “deduction start date” and other collections as agreed to under the Agreement and authorised under this Mandate, the payment instructions so authorised to be issued must be issued and delivered monthly on the Salary deposit date as confirmed above.
- All such withdrawals from my/our account by NPDA shall be treated as though they had been signed by me/us personally.
- I/we also understand that details of each withdrawal will be printed on my/our statement.
- I/We warrant that I/we are duly authorised to complete and sign this form as the account holder/s or legal representative/s.
- I understand that I shall not be entitled to any refund of amounts which the NPDA have withdrawn while the authority is in force of such amounts legally owed and I understand that I will be held liable for any costs incurred should my debit order instruction become unpaid for whatever reason.

- I agree that if the date of the payment instruction falls on a non-processing day (weekend or public holiday), the payment instruction may be debited against my account on the previous and/or following business day
- I agree to the tracking of dates to match with the flow of Credit at no additional cost to myself.
- I agree that the originator may make use of the tracking facility as provided for in the EDO system at no additional cost to myself.
- Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me/us as below.
- **I agree that the Debt Counsellor or NPDA may amend the monthly debit payment amount or submit a new payment instruction, at any time during a month, in order to collect any arrears (including agreed fees, costs or charges) on failed or reversed payment(s) against the agreed terms of the Agreement and this mandate, NPDA may submit to my creditors a request to return all distributions made to them under the Agreement;**

- **In the event that any stop payment instruction is made by me/us to my/our bank in order to reverse the monthly payment, I/we will immediately be in breach of this agreement and this breach may *inter alia* lead to the termination of the debt review arrangement with my/our creditors.**

- **If either party breaches in any material respect any of the material obligations under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement in the event that the breach is not cured within (14) days after receipt by that party of written notice of the breach to its *domicilium citandi et executandi* and/or email address.**

- I cede this Debit Order Mandate to NPDA. If I/we fail to remedy my/our breach as contemplated above, I acknowledge that NPDA may upon such instruction provide my/our bank with this ceded Debit Order Mandate to counter my/our stop payment instruction. Alternatively, NPDA may collect directly or appoint any third party to collect on their behalf any amount due and I/we will be liable for all losses and costs on an attorney and own client basis to collect the outstanding amount.

- I acknowledge that payments received by NPDA will first be allocated to any arrears (if any) and thereafter be distributed as per payment plan.

- I agree to pay any charges relating to this debit order instruction and/or any other charges (including but not limited to attorney and own client costs) as a result of failed or reversed debit orders.
- I agree that it is my responsibility to ensure that there are sufficient funds in my abovementioned account on the Salary Deposit Date.
- I agree to notify my Debt Counsellor prior to any submission of a dispute to my bank.
- This authority may be cancelled by giving the Debt Counsellor or NPDA 30 calendar days' written notice, sent by prepaid registered post or delivered to the NPDA physical address indicated above. Such termination will not terminate the Agreement. Receipt of your notice shall be after the Debt Counsellor or NPDA has acknowledged receipt of your notice.
- By signing this Mandate I acknowledge that the Debt Counsellor has explained to me the Agreement and this Mandate. I agree to notify the Debt Counsellor and NPDA in writing to service@dcmgroup.co.za immediately if any of the above details change.

Assignment

I/We acknowledge that this Mandate and authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party. You will be notified of the assignment prior to any direct debit instruction by the assignee.

Signed at _____ on this ____ day of _____ 20 ____

Signature _____

(For and on behalf of Account Holder)