

# DebtAway SA

DEBT COUNSELLORS



**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

: **0861 DEBTSA (332 872)**

: **086 500 3494**

: **Admin@debtawaysa.co.za**



## 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

Identity Number  Occupation

Physical Address  Postal Code:

Postal Address  Postal Code:

Telephone number (work)  Telephone number (home)

Cell phone number  Fax

E-mail address

### Employment

Name of Employer

Personnel Number  Payday

Address of Employer

\_\_\_\_\_  
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)	
<b>Total</b>	

**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

\_\_\_\_\_  
Signature Spouse (In Community of Property)

**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**

<b>MAIN CAUSE OR COMBINATIONS OF CAUSES</b>	<b>✓ (Applicable)</b>
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

\_\_\_\_\_  
Signature Spouse (In Community of Property)



### DEBT COUNSELLING FEE STRUCTURE

The Debt Counsellor may charge the following amounts in respect of Consumers with an individual gross income of more than R 2 500.00 per month or a household income of more than R3 000.00 per month:-

1. An **Application Fee**, recoverable directly from the Consumer upon receiving an application for Debt Review, limited to the amount prescribed in terms of Schedule 2(2) of the NCA i.e. R50-00.
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 **R6 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). **This fee will be included in the restructuring process.** An aftercare fee of 5% p.m. (excl. VAT) on the monthly instalment of the Debt Rearrangement Plan up to a maximum of R400 (excl. VAT).
4. Should the Consumer withdraw from the process after paying the restructuring fee, a fee equal to 75% of such fee, is payable to the Debt Counsellor.
5. In order to obtain a debt restructuring order, an attorney must be appointed. Any legal fees payable for this process will be additional to the restructuring fee and **will be included in the restructuring process.** The legal fee will not exceed R6 000.00. This amount however, doesn't include the defence of a summons or any court appearance except for the debt review application to court.

**Kindly note that failure to make regular monthly payments will result in your application being terminated in terms of Section 86 (10) of the National Credit Act and you will no longer be protected against your credit providers.**

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

of  20  [year]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Spouse (In Community of Property)







### MANDATE

Agreement of mandate entered into by and between:

**DebtAway SA**

And

(herein after referred to as "**The First Consumer**") And

(herein after referred to as "**The Second Consumer**")

WHEREAS the Consumer(s) has/have indicated that he/she is not able to maintain his/her full monthly obligations to his/her Creditors;

WHEREAS the Consumer(s) has requested that DebtAway SA act on his/her behalf with regards to the Consumer(s)'s Creditors;

WHEREFORE the Consumer(s) hereby grants to DebtAway SA a mandate to *inter alia*:

1. Obtain any records from the Consumer(s), his/her Creditors and/or Credit Bureau to assist with the compilation of a schedule of payment and determining a budget.
2. Enter into negotiation with Creditors on the Consumer's behalf and have a payment schedule drawn for the Creditors.
3. Make an offer of payment to the Creditors in accordance with the said schedule - with any amendment thereof in the total discretion of DebtAway SA.

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

of  20  [year]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Spouse (In Community of Property)



### AGREEMENT / POWER OF ATTORNEY

#### I, THE UNDERSIGNED, FURTHER DECLARE AS FOLLOWS:

1. I will comply with all the requests from DebtAway SA 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 Bureaux by DebtAway SA.
3. I also consent that DebtAway SA may obtain my credit records from any/all registered credit bureaux and any other registers which may contain any of my credit information.
4. I unconditionally indemnify DebtAway SA and its verification suppliers against any liability that may result from furnishing information in this regard.
5. 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. DebtAway SA 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 DebtAway SA.
6. The Debt Counselling process was explained to me and I have read and understood all the documents attached to the application form.
7. Debt Counselling Fees and Legal Fees applicable are set out in the Fee Structure. I understand and accept these fees.
8. 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.
9. I understand that I will not be blacklisted and is only flagged for debt review by all credit bureaux while registered for debt review.
10. 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 DebtAway SA.
11. 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 DebtAway SA.
12. I understand that payments must be made strictly in accordance with the payment plan drafted by DebtAway SA. No extensions will be granted by my creditors or by DebtAway SA.
13. I understand that I must not make any direct payment towards any credit agreement included in the debt review without first consulting with DebtAway SA.
14. 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.
15. 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.

16. I understand that I must arrange with my salary department to deposit my salary into my new bank account.

17. 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 DebtAway SA is unable to assist with this.

18. 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.

19. 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.

20. 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.

21. If I have any additional money that I want to pay towards my debt, I will arrange with DebtAway SA for the payment to be made through the PDA, in order for records and interest to be adjusted by them.

22. I confirm that the services to be rendered by DebtAway SA on my behalf are clearly understood by me and I acknowledge that DebtAway SA does not undertake to make payment on my behalf of any amount to any of my creditors.

23. In the event of me not punctually paying any of my monthly payments to the PDA in terms of my debt restructuring plan, DebtAway SA 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.

24. I acknowledge that if I inform DebtAway SA 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.

25. I acknowledge that DebtAway SA 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 or where a court order has been obtained, indicating I'm no longer over indebted and no longer under Debt Review.

26. I hereby acknowledge that all lawful actions taken by DebtAway SA 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.

27. I indemnify all employees and nominees of DebtAway SA against any claim that may be instituted against it or them arising from any act or omission by such person appointed by DebtAway SA 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 DebtAway SA shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising.

28. 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.

**29. 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)

**CONFIRMING AFFIDIVIT**

I, the undersigned,

\_\_\_\_\_ (name)

\_\_\_\_\_ (I/d number)

an adult \_\_\_\_\_ (sex: male/female) residing at \_\_\_\_\_

\_\_\_\_\_ (residential address)

do hereby state under oath as follows:

1. I am the consumer and 1st respondent in this matter.
2. Unless the contrary is stated, all the facts set out hereinafter fall within my personal knowledge and are to the best of my knowledge true and correct.
3. I have read the Affidavit of Susan Mary Pretorius and confirm each and every allegation contained therein in so far it relates to me.

\_\_\_\_\_  
FIRST DEPONENT

(Understanding statement is only applicable for spouse who is married in Community of Property.)

I, the undersigned,

\_\_\_\_\_ (name of spouse)

\_\_\_\_\_ (I/d number)

an adult \_\_\_\_\_ (sex: male/female) residing at \_\_\_\_\_

\_\_\_\_\_ (residential address)

do hereby state under oath as follows:

1. I am the consumer and 2nd respondent in this matter.
2. Unless the contrary is stated, all the facts set out hereinafter fall within my personal knowledge and are to the best of my knowledge true and correct.
3. I have read the Affidavit of Susan Mary Pretorius and confirm each and every allegation contained therein in so far it relates to me.

\_\_\_\_\_  
SECOND DEPONENT

Thus signed and sworn before me at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, the 1<sup>st</sup> (and 2<sup>rd</sup>) Deponent(s) having sworn that the contents of this /these affidavit(s) are true and acknowledged that he/she knows and understands the contents of the this/these affidavit(s), that he/she has no objection to taking the prescribed oath, and that he/she considers the prescribed oath to be binding on his conscience.

\_\_\_\_\_  
COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

BUSINESS ADDRESS:

AREA:

## DEBIT ORDER



SA's leading accredited  
payment distribution agency

## Debit Order Authorisation



Telephone: 0861 628 628 | Email: info@debtcontrol.co.za | Web: www.npda.co.za  
Riverside Office Park Letaba House cnr Lenchen and Heuwel Avenue Centurion

Upon receipt of the signed authorisation a debit order will be activated. For further information, cancellations or amendments, please contact your debt counsellor or the NPDA.

### DEBIT ORDER INSTRUCTION (Please complete the form in full.)

Debt Counsellor / NCRDC Nr	SUSAN PRETORIUS – NCRDC102
Name of account holder	
Identity number (contract ref nr)	
Bank	
Branch code	
Account number	
Account type	

### DEDUCTION INSTRUCTION

Deduction start date	
Salary deposit day	
Amount to be deducted	
Debit order type	

### DEDUCTION AUTHORISATION

- I/we hereby request and authorise you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) any variable amount pertaining to my debt review contribution on the elected day of each month.
- All such withdrawals from my/our account by you 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 agree to pay any bank charges relating to this debit order instruction.
- I understand that my monthly repayment may increase as per the contract with my debt counsellor.
- 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 fail due to lack of funds.
- If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the previous and/or following business day to allow for tracking of dates to match with the flow of Credit at no additional cost to myself.
- I authorise the originator to 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 debt review have been paid.
- This authority may be cancelled by me/us by giving you 30 calendar days written notice
- I/we acknowledge that this authority may be ceded or assigned to a third party if the agreement is also ceded or assigned to that third party.
- The individual payment instructions so authorised must be issued and delivered monthly on the date as stipulated as the salary deposit day.

**IMPORTANT - No CASH ever to be paid at any office or to any consultant. Monthly instalments to be paid into the NPDA trust account.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Signature \_\_\_\_\_