



**APPLICATION BY CONSUMER FOR DEBT REVIEW IN TERMS OF SECTION 86
OF THE NATIONAL CREDIT ACT 34 OF 2005**

NCR NUMBER: NCRDC2740

FORM 16

The Benefits of Debt Counseling are:

- Your creditors may not harass YOU. We will deal directly
- We will draw up a realistic budget and restructure your debt and lifestyle
- We will negotiate with your creditors for lower monthly installments
- We will negotiate with your creditors for lower interest rate
- Your repayments to your creditors will be simplified to one monthly payment
- Because of reduced installments, you will be able to manage your debt responsibly
- We will assist you to restructure your debt in a manner that places priority on the settlement of all your financial obligations under credit agreements - in the best time frame possible

We encourage you to complete the application form and supply all necessary documentation – so that you may have the protection the National Credit Act affords you. Please supply the following documents and do not hesitate to contact me should require further information or assistance.

- Copy of Identity Document
- Latest pay slip
- 3 months bank statements
- Marriage certificate - if married in Community of Property,
- Antenuptial contract – if married out Community of Property
- Divorce decree – if applicable

Please note, if you are married in Community of Property, there is a joint estate and both parties need to be registered.

1 st Applicant	2 nd Applicant
---------------------------	---------------------------

A DIVISION OF KRUGER WILKENS ATTORNEYS

Centurion Gate Office Park, 1951 Akkerboom Street, Building 4, 2nd Floor, Centurion, 0157

E-mail: clientcare@dhsa.co.za | Tel: (012) 007 1440 | Whatsapp : 060 365 7889 | Web: debthealthsa.co.za

M KRUGER (EALES) B.COM LLB | J KRUGER LLB LLM (LABOUR) PG DIP: MANAGEMENT (UCT)



DECLARATION BY THE APPLICANT

I hereby apply for the debt review process to be commenced on my current financial affairs.

I am of firm belief that I cannot meet all of my present financial commitments and obligations and state the following:

1. I understand that this application is the beginning of an extended process and in no way gives any guarantee that my application will be accepted or processed successfully.
2. I hereby undertake to give my full co-operation in this process and will submit any and all documents and information that might have an impact on the result of this application as well as any and all legal documentation that I have in my possession with regards to this application. I also undertake to comply with all requests from the Debt Counselor ("DC") to assist him/her to evaluate my state of indebtedness and the prospects for reasonable debt restructuring.
3. I understand that if I do not co-operate in this process, withhold information and/or documentation that will influence the result this review and/or give false representation to my budget, this application will immediately be terminate/rejected and that I will remain responsible for any and all cancellation fees.
4. I hereby consent to the submission of my information to all registered credit bureaus by the DC. I also consent that the DC may obtain my credit information from any/all registered credit bureaus and any other registers which may contain any of my credit information. The credit bureau report will be used to do a full reckless credit evaluation.
5. I hereby seeks a declaration whether any of my credit agreements appear to be reckless in terms of Section 86(6)(b) of the National Credit Act 34 of 2005 an I give my consent to the DC to conduct a reckless credit investigation on my behalf.
6. I will inform the advisor of any calls, sms messages, telephone calls and letters/accounts that I receive. I understand that my creditors will still contact me with regards to my accounts and payments and that I must refer all such enquiries to the DC assisting me.
7. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider until a) The DC rejects my application; or b) The court determines I am not over-indebted; or c) All my obligations under credit agreements as rearranged are fulfilled.
8. I was explained the power of attorney enabling the DC and the appointed associates to conduct and conclude my application for debt review.
9. I specifically understand that certain accounts will not be included in this process because of legal action already taken by the creditors and/or any other reasons. Each account will be considered by the DC advisor and I will be notified which accounts will remain my responsibility if and when this review process has concluded, either by finalization or rejection.
10. I understand that it is VERY IMPORTANT to change my bank account immediately to a neutral bank where I do not have any accounts and where my creditors cannot claim monies from such accounts. I cannot hold the DC responsible for claiming back such monies from the bank or the creditor claiming the money, if the creditors do claim monies from my existing account. The DC will assist with the claim-back of such monies, but no guarantees can be given in this regard if I opened a new account and monies are withdrawn from that account by a creditor.
11. I understand that I must make full and timeous payments of the new installment as determined by the DC. If I do not make payments as instructed, the process will be cancelled, and my creditors can proceed with any further legal action against me, including further fees, costs and interest.

1st Applicant

2nd Applicant

A DIVISION OF KRUGER WILKENS ATTORNEYS

Centurion Gate Office Park, 1951 Akkerboom Street, Building 4, 2nd Floor, Centurion, 0157

E-mail: clientcare@dhsa.co.za | Tel: (012) 007 1440 | Whatsapp : 060 365 7889 | Web: debthealthsa.co.za

M KRUGER (EALES) B.COM LLB | J KRUGER LLB LLM (LABOUR) PG DIP: MANAGEMENT (UCT)

12. I am aware of all the fees for this review and all fee structures was explained to me comprehensively.
 13. If I do not start making payments, or stop them without cancellation in writing, I will be liable for the full restructuring fee plus costs and interests.
 14. I undertake to inform the DC if my income or expenses change with more than 10%.
 15. I undertake to inform the DC of any extra amount I receive, if it is more than 10% of my salary (ex inheritance, pension or policy, payouts, bonus, increase in salary etc).
 16. I undertake to inform my DC of any change of address and/or cell phone number.
 17. I undertake to pay the monthly amounts calculated by my DC and acknowledge that failure to make prompt payments, entitles the DC to suspend this debt review and restructuring process.
 18. I understand that I am responsible to make all payments as re-arranged, in full and on time and that I will be responsible for all default payments to the DC.
 19. I understand that I have the monthly DC Fee and PDA Fees for distribution of funds, on the same day of each month, as agreed between me and the DC in full and on time;
 - 19.1 A clearance certificate cannot be issued without proof that all DC fees (including the negotiation fee and the legal fees) were paid.
 20. I acknowledge and agree that the appointed attorney can, according to Rule 33 of the Law Society Rules, appoint a third-party service provider to assist with services regarding the drafting and completion of court applications.
- I confirm that the information obtained in this document is to the best of my knowledge, true and correct.

I also confirm that I attach to this application the following documentation:

1. Copy of Identity document/s;
2. Copy of pay slips / other proof of income (latest 3 months);
3. Proof of marital status;
4. Three month's bank statements;
5. Latest statements received from all credit providers;
6. All legal documentation received in connection with any of my accounts;
7. Current proof of residence; and
8. Any other documentation and information that might influence the determination, re-calculation, proposal and/or outcome of this application

ACKNOWLEDGEMENT OF OBLIGATION:

(Fees allowed to be charged by the Debt Counselor)

Please Note: The process of Debt Counseling for which I am about to apply, cannot be executed without the incurrence of certain costs. Once I decide to proceed with the application by signing NCR-Form 16 (Application by Consumer for Debt Review), the Debt Counselor is allowed to charge fees according to the following guidelines:

1. The Application Fee is a once off fee of R 50.00 (plus VAT) which is collected with my restructuring fees and is for the processing of my initial application

The Administration Fee is a once off fee of R 300.00 (plus VAT), payable for the following services, irrespective if my application is accepted or rejected:

- a. For consulting with consumer and explanation and fee disclosure
- b. Form 17.1 process;
- c. Loading consumers on the DHS*; and
- d. 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.

2. A Restructuring Fee: The Restructuring fee is a once off fee that will be equal to the Affordability amount (plus VAT) or a maximum of R 8 000.00 (plus VAT) in the case of a single application or R 9 000.00 (plus VAT) for joint applications, whichever amount is the lesser. The above mentioned fees are regulated by the NCR, Your Debt Counsellors and Court Fees will be determined as per your affordability.

1 st Applicant	2 nd Applicant
---------------------------	---------------------------

A DIVISION OF KRUGER WILKENS ATTORNEYS

3 Centurion Gate Office Park, 1951 Akkerboom Street, Building 4, 2nd Floor, Centurion, 0157

E-mail: clientcare@dhsa.co.za | Tel: (012) 007 1440 | Whatsapp : 060 365 7889 | Web: debthealthsa.co.za

3. In order to obtain a magistrate court order, I am aware that legal fees will be payable. I acknowledge that the amount due and payable to the appointed attorney, will not exceed R 9 200.00 (plus VAT) and that the appointed attorney will only commence with my debt review court application on the basis that the full legal fee has been settled by me/us. I further acknowledge that Kruger Wilkens Attorneys will attend to as the attorney to bring the court application. The legal fee will include:

- a. Notice of Application, Founding Affidavit together with all relevant supporting affidavit(s)
- b. Debt re-arrangement order
- c. All supporting annexures relating to Notice of Application.
- d. All related administrative duties relevant to the above, including serving of legal documentation on all respondent(s).
- e. The court appearance(s) and maximum of 2 postponements.

The legal fee will exclude:

- a. Any cost of other legal actions against me;
- b. Any cost relating to the defense of a summons already issued

4. My first- and second-month debt re-arrangement payments will be allocated as follow: **Month 1:** Payment for the Restructure, Application and Administration fees paid in full to the Debt Counselor. Should there be excess funds available, these will first be proportionate towards the reckless lending assessment fee if done, then the legal fee, and only after the legal fee was settled, paid to my creditor providers.

Should the restructuring fee, application fee and administration fee not be paid in full, then the second month's debt rearrangement fee will first be proportioned to ensure that that these fees are paid in full. Only after this, the reckless lending assessment fee, if done, followed by the legal fees will be paid. The appointed attorneys will be listed as a creditor **Month 2:** Only once the restructuring fee is paid in full, the second month's debt re-arrangement payment will then be paid towards the reckless lending assessment fee if done and then the legal fee in order to apply for a debt review court order.

- b. Only after the above payments were sufficient to cover the amounts, the balance thereof will be distributed to my creditors.
- c. Kruger Wilkens Attorneys and/or its appointed attorney will be listed as a creditor on your rearrangement plan should the above payments not be sufficient to proceed with the fees necessary to process my file and finalize the debt review court application. These funds will then be utilized to collect on the outstanding balance of legal fees payable.

d. All fees, including the legal fees will be collected via the appointed payment distribution agent – DC Partner

5. After-care fee: The Debt Counselor may also charge a monthly after-care fee equal to 5% (plus VAT) of your monthly installment value (also called your affordability amount), up to a maximum of R450 (plus VAT). This fee will be deducted from the monthly payment.

6. Administration fee: Should you wish to suspend your debt review prior to the Form 17.2 acceptance to the creditors, a fee of R 50.00 (application fee plus VAT) plus R 300.00 (administration fee plus VAT) will become payable by me.

7. A fee of R500 (plus VAT) could be charged if the Debt Counsellor elect to submit my case to the National Consumer Tribunal (NCT) with the objective to obtain a consent order. In addition, I will also be liable for the NCT's application fee at ruling rates.

8. On the day the attorney receives instructions to proceed with the application to Court, 21, 14 and 7-day Legal communications to collect outstanding documentation, with specific reference to the Confirmatory Affidavit, will be sent to me. All legal action will be suspended up to the day the Confirmatory Affidavit is received.

9. The attorney is not legally obligated to proceed with the court matter until the full legal fee is received.

I hereby acknowledge:

that the above mentioned fee structure was comprehensively explained to me, and that I understand the implications thereof. I also acknowledge and understand that I will be liable for payment of the fees as set out here above and that they will be deducted from the first and second monthly installments. I understand that I am applying for debt review as part of the Debt Counseling process. I understand this process and acknowledge that the future procedures have been explained to me.

Applicant details: If you are married in community of property, both spouses must apply jointly

1 st Applicant	2 nd Applicant
---------------------------	---------------------------

PART 1: - PERSONAL INFORMATION				
	1 st Applicant		2 nd Applicant	
Title:	Mr/Mrs/Miss		Mr/Mrs/Miss	
Full Names:				
Surname:				
Name known by:				
ID Number (Provide copy):				
Marital Status:	Not Married / In Community / Out of Community			
Physical Address:				
(Provide proof)				
			Postal Code:	
Postal Address:				
			Postal Code:	
Work Phone:				
Home Phone:				
Mobile Phone:				
Fax Number:				
E-Mail Address (Must):				
Current Banking Details:	Bank:		Bank:	
	Account:		Account:	
	Branch:		Branch:	
New Banking Details:	Bank:		Bank:	
	Account:		Account:	
	Branch:		Branch:	
Name of Employer:				
Position in Company:				
Address of Employer:				
			Postal Code:	

PART 2: - DEPENDANTS (SCHOOL-GOING CHILDREN, FULL-TIME STUDENTS & PARENTS) BEING LOOKED AFTER			
Dependant Name	Gender	Age	Reason

1 st Applicant	2 nd Applicant
---------------------------	---------------------------

PART 3: - IF REGISTERED WITH PREVIOUS DEBT COUNSELOR			
Previously on Debt Review:	Yes/No	Yes/No	
Name of Debt Counselor:			
Contact Number of DC:			
Form 17.7 (Transfer form) Provided:	Yes/No	Yes/No	
PLEASE COMPLETE THE REASON FOR DEBT COUNSELLING APPLICATION			
Reasons for you being over-indebted (motivated in your own words)			
PART 4: - INCOME			
	1 st Applicant	2 nd Applicant	Total
INCOME			
Gross Salary:			
Commissions:			
Overtime:			
Allowances:			
Subsidies:			
Other:			
Other:			
Other:			
Total Income:			
PART 5: - SALARY DEDUCTIONS			
	1 st Applicant	2 nd Applicant	Total
Tax (SITE and PAYE):			
UIF:			
Pension fund:			
Medical Aid:			
Union Subscription:			
Insurance:			
Assurance:			
Garnishee/Admin Order:			
Funeral Policy:			
Loans:			
Other:			
Other:			
Total Salary Deductions:			

1 st Applicant	2 nd Applicant
---------------------------	---------------------------

PART 6: - LIVING EXPENSES			
	1st Applicant	2nd Applicant	Total
Domestic / Gardener:			
Meat & Vegetables/Fruit:			
Bread & Milk:			
Pool Chemicals:			
Other Groceries:			
Water/Electricity:			
Telephone:			
Cell Phone:			
Internet:			
Security:			
Sports:			
Liquor:			
Smoking:			
Bus/Taxi/Train:			
Petrol/Car Maintenance:			
Parking:			
Rates & Taxes:			
House Maintenance:			
Levies:			
After School Care:			
Hostel Fees:			
Alimony/Maintenance:			
Chemists:			
Bank Charges:			
Savings:			
Doctors:			
Clothing:			
Rent/Board:			
Life Assurance:			
Insurance:			
Medical Aid:			
Pension:			
Other:			
Other:			
TOTAL LIVING EXPENSES:			

1 st Applicant	2 nd Applicant
---------------------------	---------------------------

5. **I/We undertake not to utilise my/our overdraft facility and/or my/our credit cards, store cards & garage cards and confirm that all cards have been destroyed;**
6. I/We confirm that I/We am/are not already under Administration, Debt Counselling or un-rehabilitated Insolvency;
7. I/We herewith consent to the service of all Legal Documentation and all other documentation relating to the Debt Review Process, to be by way of the email address, alternatively to service by hand, as indicated by me/us on this application form, alternatively I/we consent to waive the requirement of service on me/us in terms of the Court and or Tribunal Rules;

DISCLAIMER

By having signed this application form and its annexes the Consumer/s acknowledge/s that he/she/they understand/s the terms and conditions as set out in this application, and that good faith and strict compliance to all the Debt Counsellor's requests and instructions is of paramount importance to the success of the Debt Review process. Therefore, the Debt Counsellor reserves the right to withdraw at any time from, or cancel the Debt Review Process if the Consumer/s fail/s to diligently comply with any of the terms and conditions contained in this application.

The prescribed fees are determined from time to time by the Debt Counselling Association as far as is congruent with the terms contained herein or supplementary hereto are applicable to this application, which fee guidelines will accompany this form as an Annexure A, alternatively be made available on request.

Should the Debt Counsellor for any reason withdraw or terminate their services to the Consumer/s, she/he will be entitled to this full fee and may retain all moneys and/or fees already paid to his/her as compensation for damages suffered. In such event, the Debt Counsellor will notify his/her withdrawal or termination in writing without being required to provide detailed reasons for doing so.

In making use of a Payment Distribution Agency to distribute payments to Creditors, the Consumer/s indemnifies and hold/s harmless the Debt Counselor, Debthealth and Kruger Wilkens Attorneys and/or its officials for all the actions and distributions performed by the Payment Distribution Agency and its systems.

I/We confirm that I/we have listed all my/our monthly financial obligations and income and that the information contained in this document is, to the best of my/our knowledge, true and correct.

Signed at [town] _____ on this [day] ____ of [month] _____ 2022.

1ST APPLICANT

2ND APPLICANT