



Email: info@cccdebthelp.co.za

46 Goldman Street, Florida, 1709

T): 086 128 4243/011 046 9062 F): 086 550 9542

M): 071 892 7114

FORM 16

Application by Consumer for Debt Review in terms of 86 of the National Credit Act 34 of 2005

Please note that:

On receipt of this application the Debt Counsellor will advise all credit providers and all the registered credit bureaus that you have applied for debt review. You will be listed with all the registered credit bureaus that you have applied for debt review. This form must be accompanied by a list of all credit providers as well as copies of all documents requested. Should any document not be submitted within 10 days of the application being received by the Debt Counsellor, your application will not be accepted.

Part 1 - Personal information about yourself (Applicant)

Surname	
Maiden Surname (if applicable)	
Full Names	
ID Number	
Tel work	
Tel home	
Cell No	
Fax Nr	
E-mail Address	
Physical Address: Home	
Postal Address	
Employer	
Occupation	
Physical Address: Work	
Marital Status (Please state in community, out of community with accrual or without accrual)	

Personal information about your spouse (second applicant)

Surname	
Maiden Surname (if applicable)	
Full Names	
ID Number	
Tel work	
Tel home	
Cell No	
Fax Nr	
E-mail Address	
Physical Address: Home	
Postal Address	
Employer	
Occupation	
Physical Address: Work	

Personal information of your Dependants

Name & Surname	Relation to you	Age

Next of Kin (A person not living with you that we can contact should we not get hold of you)

Name & Surname	Relation to you	Contact number



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Part 2 - Financial Information

Your Income (Please attached proof of income)

Applicants Income		Spouse's Income	
Gross Income		Gross Income	
Total Deductions		Total Deductions	
Nett Income		Nett Income	
Other Income		Other Income	
Total Income		Total Income	

Part -3 Monthly Commitments

Please indicate what amount you use for Necessary Living Monthly Expenses

Groceries	R	Daily Bread and Milk	R
Transport / Petrol	R	School Fees	R
Rent	R	Clothing	R
Water & Lights	R	Cell phone	R
Rates & Taxes	R	Life Insurance	R
School Fees	R	VAF Insurance	R
Medical Aid	R	Funeral Cover	R
Maintenance	R	Policies	R
Gym Fees	R	Security	R
Policies	R	Other	R
Domestic Worker	R	Other	R
Entertainment	R	Other	R
TOTAL			

Part -4 Monthly Debt Obligations

(Please provide copies of statements, contracts and letters from creditors/attorneys)

	Name of Credit Provider/Attorney/Debt Collector	Account type (e.g. Bond; Loan)	Account/Ref Number	Monthly Payment	Total amount outstanding
1				R	R
2				R	R
3				R	R
4				R	R
5				R	R
6				R	R
7				R	R
8				R	R
9				R	R
10				R	R
11				R	R
12				R	R
	TOTAL			R	R



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Part 5

Please provide a brief reason for your indebtedness:

Part -6 Declaration by the Applicant

I undertake to comply with all requests from the debt counsellor to assist him/her to evaluate my state of indebtedness and the prospect for responsible debt restructuring.

I hereby consent to the submission of my information to all registered credit bureaus by the debt counsellor.

I also consent that the debt counsellor may obtain my credit records from any/all registered credit bureaus and any other registers that may contain any of my credit information.

I further confirm that I understand all fees associated with the cost of debt counselling being the debt counsellors' fees, attorneys fees, aftercare and PDA fees, which has been explained to me and that such fees will be paid by the PDA upon successfully collection of my monthly payment or as discussed with the Debt Counsellor.

I further understand that once a 17.2 notice (this confirms that I am over-indebted) is issued by the debt counsellor, that I cannot withdraw from debt review until all fees has been paid and all the debt has been settled in full and that I will remain under debt review. I will also be liable for all outstanding debt counsellors' fees and the debt counsellors will not assist me further should I fall into arrears. The debt counsellor has the right to demand all outstanding fees and costs incurred and even proceed with legal action as set out in section 129 of the National Credit Act.

I further consent that the debt counsellor may deduct any outstanding fees, terminations fees or any fees due from payment made to the PDA.

I undertake not to enter into any further credit agreements. Other than a consolidation agreement with any credit provider until one of the following events has occurred:

The Debt Counsellor rejects my application; or

The court determines that I am not over indebted; or

All my obligations under credit agreements as re-arranged are fulfilled;

I confirm that the information contained in this document is to the best of my knowledge, true and correct.

Signed at _____ on this _____ day of _____ 2_____

Applicants Signature

Spouse's Signature



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DECLARATION BY THE APPLICANT (S)

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

I/we believe that I/we cannot meet all of my/our present financial commitments and obligations and state the following:

1. I/we understand that this application is the beginning of an extended process and in no way any guarantee that my/own application will be accepted or processed successfully.
2. I/we hereby undertake to give my/our 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/we also undertake to comply with all requests from the DC to assist him/her to evaluate my state of indebtedness and the prospect for reasonable restructuring.
3. I/we understand that if I/we 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 terminated and that I/we will remain responsible for any and all cancellation fees.
4. I/we hereby consent to the submission of my/our information to all registered credit bureaus by the DC. I/we also consent that the DC my/our obtain my/our credit report(s) from any/all registered credit bureaus and any other registers which may contain my/our credit information.
5. I/we will inform the DC office of any calls, sms, messages, and telephone calls and letter/accounts that I receive. I/we understand that my creditors will still contact me with regards to my accounts and payments and that I/we must refer all such enquiries to the DC office assisting me/us.
6. I/we undertake not to enter into any further credit agreements, other than a consolidation agreement, with any credit provider until a) this application is rejected by the DC; or b) The court determines I/we am/are not over-indebted: c) all my/our obligations under credit agreements as re-arranged are fulfilled.
7. I/we were explained and understand the power of attorney enabling the DC and the appointed associates to conduct and conclude my/our application for debt review.
8. I/we specifically understand that certain accounts will not be included in this process because of legal actions already taken by the creditors and/or any other reasons. Each account will be considered by the DC and I will be notified which accounts will remain my responsibility if and when this review process is concluded, either by finalization or rejection.
9. I/we understand that it is VERY IMPORTANT to change my bank account immediately to a neutral bank where I/we do not have any accounts and where my creditors cannot claim monies from such an account. If the creditors do claim monies from my existing account I/we cannot hold the DC responsible for claiming back such monies from the bank or the creditors claiming the money. If I/we opened a new account and monies are withdrawn from that account by a creditor, the DC will assist with the claim-back of such monies, but no guarantees can be given in this regard.
10. I/we understand that I must make full and timorous payments of the new instalment as determined by the DC. If I/we do not make payments as instructed, the process may be cancelled and my/our creditors can proceed with any legal action against me, including further fees, cost and interest.
11. I am aware of all the fees for this process and all fees structures were explained comprehensively.
12. If I/we do not start making payments, or stop them without cancellation in writing, I/we will be liable for the full restructuring fee plus cost and interest.
13. I/we understand that I/we can cancel this application and process only in writing and that a cancellation letter will only be issued once all fees are paid-up if and when applicable.
14. I/we undertake to inform the DC if my/our income or expenses change with more than 10%.
15. I/we undertake to inform the Debt Counsellor of any extra amount I receive, if it is more than 10% of my salary (e.g. inheritance, pension or policy, payouts, bonus, increase in salary.)
16. I/we undertake to inform the Debt Counsellor of any change of address, employment address, email address and contact numbers.
17. I/we acknowledge that the Debt Counsellor brings this application on my behalf. I/we hereby indemnify the debt counsellor of any cost order that may be given against him. Any such payment may be deducted from my monthly payments, before Credit Providers are paid, or any other action can be taken to recover these costs.
18. I/we undertake to pay the monthly amounts calculated by my/our Debt Counsellor and acknowledge that failure to make prompt payments entitles the Debt Counsellor to terminate this debt review and restructuring process.
19. I/we confirm that the information contained in this document is to the best of my/our knowledge true and correct.

Signed at _____ on this _____ day of _____ 2 _____

Applicants Signature

Spouse's Signature



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**ACKNOWLEDGEMENT OF OBLIGATION:
(Fees allowed to be charged by the Debt Counsellor)**

Please Note: The Debt Counselling for which you are about to apply, cannot be executed without incurring certain cost. An initial application fee of R50 is payable by all applicants. Should you not be in position to pay this fee immediately, it will become payable together with the fees explained below.

Should you decide to proceed with the application by signing the NCR-Form 16. (Application by Consumer for Debt Review), the Debt Counsellor is allowed to charge fees according to the following guidelines:

1. **A Restructuring Fee:** The Restructuring fee is a once off fee that will be equal to the affordability amount in the case of a single and joint application to a maximum of R6000.00 which will be payable by you. You will be responsible for paying this fee on the date of your next salary.
2. **Court Application Fee:** A Legal fee equal to the restructuring fee plus all additional fee charged by the attorney will be payable which will cover the drafting of the court documents as well as the first court appearance. Any additional work done after that will be charged separately on an attorney and client scale. The minimum amount will be R1000.00 per credit agreement with a minimum amount of R6000.00
3. **After-care Fee:** The Debt Counsellor may also charge a monthly after-care fee equal to 5% (plus 14% vat) for the first 24 months and thereafter 3% (plus 14% vat) of the monthly instalment of the debt re-arrangement plan, up to a maximum of R400.00 (plus 14% vat). This fee will be deducted from the monthly payment.
4. **75% Restructuring Fee:** Should you wish to withdraw from the process after the Debt Counsellor has already drafted a repayment agreement, a cancellation fee of 75% of the restructuring fee will become payable by you before we send any notice to creditors. Should you have paid the full fee; the Debt Counsellor will refund you the remaining 25%.
5. **Rejection fee:** Should the Debt Counsellor reject your application form whatever reason, a fee of R300.00 is payable for cost incurred. You your decide to withdraw after signing the Form 16 application form and the Debt Counsellor did not proceed a fee of R300.00 will be payable by you.
6. **100% Refund:** If the Debt Counsellor fails to submit proposal to your creditors a within the 60 days the Debt Counsellor will refund you 100% of your fees paid.

I/we hereby acknowledge: that the abovementioned fee structure has been explained comprehensively to me/us, and that I understand the implications thereof. I/we also acknowledge and understand that I will be liable for payment of the fees as set out here above. **I/we understand that I/we are applying for debt review as part of the Debt Review Process.** I/we understand this process and acknowledge that the future procedure has been explained to me/us.

Signed at _____ on this _____ day of _____ 2 _____

Applicants Signature

Spouse's Signature



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WHEREAS

The Consumer has indicated that he/she is not able to maintain his/her full monthly obligations to his creditors:

AND WHEREAS the Consumer has requested that the Debt Counsellor act on his/her behalf with regards to the consumer’s creditors;

WHEREFORE the Consumer hereby grants the Debt Counsellor a mandate to inter alia:

1. To obtain any records from the Consumer, his/her creditors and/or credit bureau to assist with the compilation of a schedule of payment and determining a budget.
2. To submit all information to all registered credit bureaus.
3. Have a payment schedule drawn for the creditors
4. Make an offer of payment to the creditors in accordance with the said schedule, and the Debt counsellor can amend this offer to creditors as the Debt Counsellor deems necessary.
5. That the Debt Counsellor will at all times advise on and assist the Consumer on the well-being of his or her financial affairs in as far as this mandate is concerned; including all that is reasonably and legally necessary to assist the Consumer in relieving and/ or settling his/ her debt to a creditor (s).
6. To launch an application in terms of Section 79 read with Section 86 and 87 to have the Consumer(s) declared over-indebted and for his/her debt to be re-arranged.
7. To negotiate with creditors on the Consumers behalf and if the Debt Counsellor deems it necessary to instruct a legal representative to oppose any collections proceedings that a creditor may institute against the Consumer.
8. The consumer will be liable for the cost of such legal representative.

Signed at _____ on this _____ day of _____ 2_____

Applicants Signature

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POWER OF ATTORNEY

By this Power of Attorney I/we the understand,

----- with ID number: -----

And/or

----- with ID number: -----

Residing at:

Hereby appoint **Angelo Brown (NDCRDC458)** at **Consumer Credit Counselling** which has its principal place of business at: **46 Goldman Street, Florida, 1709**, to be my lawful agent and expressly grant the Debt Counsellor full Power and Authority to on my behalf:

- Cancel any debit orders with my credit providers and on my current bank account that relates to my Debt Counselling Application.
- Request and receive information/documentation/credit information from any of my Credit Provider or Debt Collection Company and attorney acting on behalf of my Credit Provider.
- Negotiate repayment arrangements with my credit providers or their appoint Debt Collectors or attorneys and sign on my behalf acceptance of these repayment arrangements from any and all of my creditors in order to facilitate the debt counselling in terms of section 86 of the National Credit Act, 34 of 2005.
- To appoint any legal representative on my behalf in order to defend or oppose any legal action by a credit provider, debt collector or attorney. I understand that I will be liable for such cost in order to assist me situation.

I/we also grant my agent full authority to act in any necessary manner for the purpose of exercising the powers set out in this Power of Attorney. This Power of Attorney shall remain in force until such time as the Debt Counselling has been finalised (Debt settled) or until I/we notify all my/our creditors in writing that I/we have cancelled this Power of Attorney.

I/we also ratify all the lawfully performed acts by my/our agent. I/we agree that any third party who is given this Power of Attorney can rely on it. If or any third party suffers any loss by relying on this Power of Attorney, I/we will agree to pay such cost.

THIS POWER OF ATTORNEY SHALL BE GOVERNED BY THE LAWS OF THE REPUBLIC OF SOUTH AFRICA.

Signed at ----- on this ----- day of ----- 2 -----

Signature

Signature

Witness for the consumer(s) above
Witness name and Signature

Agents Name: Angelo Brown (NCRDC458)

Agents Signature: -----

Witness for Agent: Shakirah Leibrandt

Agents Witness Signature: -----



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HOW DEBT COUNSELLING WORKS

- 1. The Consumer applies for debt counselling by completing the Form 16 application form. The Consumer(s) must provide the Debt Counsellor with all the requested documents.
- 2. The Debt Counsellor will within 5 business days notify the creditors of the Consumer(s) application for Debt Counselling by sending a Notice 17.1.
- 3. The Consumer(s) from this point must not incur more debt, unless it is a consolidation loan that will settle all current debt.
- 4. The credit providers after receiving the notice from the Debt Counsellor must provide the Debt Counsellor with a Certificate of Balance within 5 business days.
- 5. The Debt Counsellor will let the credit providers know if the Consumer is over-indebted by sending a Notice 17.2.
- 6. The Debt Counsellor will then send a re-structuring proposal to all the Consumers credit providers. The credit providers can accept, or provide the Debt Counsellor with a Counter proposal.
- 7. Any counter offers the Debt Counsellor will discuss with the Consumer(s).
- 8. The Consumer(s) must ensure that payment in made monthly without default as the re-structured proposal from the next pay day after the debt review application.
- 9. The Debt Counsellor will then refer the matter to court to make the re-structuring proposal final. Should any credit provider not agree, the matter can be opposed.
- 10. The Debt Counsellor can review the re-structuring proposal once a year.
- 11. After all the unsecure debt has been settled, the Debt Counsellor will issue a Clearance Certificate.

CONSUMER WITHDRAWAL FROM DEBT COUNSELLING

- 1. After a Notice 17.1 is sent to all credit providers, but before a Notice 17.2 (stating the Consumer is over-indebted) has been sent to all credit providers.
- 2. The Debt Counsellor will send a Notice 17.W to all the Consumer Credit Providers stating that the consumer has withdrawn from debt counselling. Any outstanding fee to the Debt Counsellor must be paid first.
- 3. After a Notice 17.2 has been issued and sent to all credit providers declaring the Consumer(s) is over indebted the Consumer(s) **CANNOT WITHDRAW**. The Consumer(s) will have to apply to court asking the court to set aside the Notice 17.2 issued by the Debt Counsellor and prove to the court that you are no longer over indebted. (The Debt Counsellor can assist with this application).
- 4. After a court order is granted, the Consumer(s) also **CANNOT WITHDRAW** from Debt Counselling, expect by way of application to court asking the court to set aside the debt counselling court order.

Signed at _____ on this _____ day of _____ 2 _____

Applicants Signature

Spouse's Signature