

Debt Review Application Form



As one of the country's top Debt Review companies, we have fixed **over 30 000** South Africans' debt - **let us help fix yours.**



Here's a quick reminder of the benefits you'll be receiving now that you've joined our award-winning Debt Review Program:

- ▶ Consolidate your debt into one affordable repayment.
- ▶ No repossession, no legal action from your creditors - your assets stay safe.
- ▶ Your family's essential expenses are protected by your personalised budget.
- ▶ Reduce monthly debt instalments by up to 60%.
- ▶ Much-needed cash flow relief.
- ▶ Completely repair your credit score.

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Additional Benefits:

- ▶ Track your program, and progress online via the Client Portal.
- ▶ Personalised guidance from the highly skilled Client Care team.
- ▶ A free annual Credit Check that shows your progress.

CREDIT GUARD

Underwritten by Guardrisk Life Limited - (FSP 76)

An credit life insurance plan exclusive to DebtSafe clients.

- ✓ **Death, Critical Illness and Permanent Disability** - Debt will be settled up to R1 000 000
- ✓ **Retrenchment Benefit** - Monthly Debt Review Contribution will be paid for up to 12 months
- ✓ **Temporary Disability** - Monthly Debt Review Contribution will be paid for up to 12 months
- ✓ **Maternity Benefit** - Monthly Debt Review Contribution will be paid for up to 3 months
- ✓ **ID Theft Benefit** - Loss covered up to R10 000
- ✓ **Accidental Death Benefit** - Provides a lump sum benefit up to R100 000 in the event of Accidental Death



Consultant Name

Personal Information

Full Name & Surname:

ID Number:

Race:

Gender:

Home Language:

Marital Status:

Number of Dependants:

Age of Dependants:

Physical Address:

E-mail Address:

Cell phone No.:

Tel. No. (Home):

Tel. No. (Work):

Name of Employer:

Employee No.:

Address of Employer:

Have you previously been under debt review?

YES

NO

Name of Debt Counsellor:

Contact No.:

Reason for withdrawal or termination of debt review:

Spouse/Partner's Information (Complete this section ONLY if this is a joint application for Debt Review)

Full Name & Surname:

ID Number:

Cell phone No.:

Tel. No. (Home):

Tel. No. (Work):

Employment Details:

Creditor Information (Please provide most recent copies of all outstanding balances due)

Name of Creditor	Account Number	Total Amount Outstanding (Capital)	Current Instalment
Total:			

I	and	
hereby confirm that these are the only outstanding creditors for my Debt Review application.		
I/We instruct Debtsafe to proceed with a Reckless Lending Investigation on all my loan agreements.		
I understand that this service is optional and that I can exclude this if not needed.		
Exclude Reckless Lending Investigation	<input type="checkbox"/>	

I	and	
hereby confirm that these are the only outstanding creditors for my Debt Review application.		
I/We instruct Debtsafe to proceed with a Credit Life Insurance quotation on all my loan agreements. I understand that this product is an addition to my Debt Review program and premiums will be included in my Monthly Debt Review Rehabilitation Amount.		
Exclude Credit Life Insurance Quotation	<input type="checkbox"/>	

Budget

Income	Applicant	Spouse	Total
Salary / Pension			
Living Expenses	Applicant	Spouse	Total
Property Rental			
Municipal Rates (where property owned)			
Water & Electricity			
Fuel / Transport			
Medical Expenses			
Maintenance			
School Fees			
Telephone			
Short Term Insurance			
Life Insurance			
Summons			
Total			

Increase month:		Do you receive an annual bonus?	YES	NO
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Supporting Documents

I understand that in terms of Section 86 of the National Credit Act no.34 of 2005, the following documents must be submitted to ensure that my debt review program will be successful.

1. Application Form	<p>Please note the following:</p> <p>The National Credit Act prohibits any person who is not registered as a Debt Counsellor to do the following:</p> <ul style="list-style-type: none"> To engage in the services of a debt counsellor and hold them out to consumers as being authorised to offer such a service; To make a determination that a consumer is over-indebted To re-arrange a consumer’s debt obligations <p>Please note that Debtsafe employs a number of registered debt counsellors and administrative staff. Any or/all advise and calculations is the function of a registered debt counsellor and support staff may only assist with typical examples of such calculations. Final calculations and recommendations will be attended to by a registered debt counsellor.</p>
2. Copy of your SA ID/Passport <i>(please attach)</i>	
3. Power of Attorney (Section A)	
4. Agreement in Respect of Legal Fees (Section B)	
5. Debt Order Instruction (Section C)	

I/we understand that if my/our application for debt review is successful, my/our debt counsellor will have to approach the Court for a Court Order and serve a copy of the application on me/us. I/we consent to service of said application by the way of email on the following email address:

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Terms & Conditions

In order to finalise your DebtSafe application each section of the Terms & Conditions (Sections A, B & C) must be accepted & signed.

Section A - Agreement / Power of Attorney

1.	I,		
	with ID number		and
	I,		
	with ID number		
do hereby acknowledge that my personal financial situation is of such a nature that I am currently unable to meet my present monthly commitments to my credit providers, or foresee it to be the case in the near future.			

2. I undertake to comply with all requests from the Debt Counsellor to assist him/her to evaluate my state of indebtedness and the prospects for responsible debt restructuring.
3. The determination of my debt position and the debt-restructuring plan by a debt counsellor has been fully explained to me and is acceptable and may, if implemented, drastically improve my present financial position.
4. I hereby instruct DebtSafe to take whatever legal steps they may deem necessary to ease or improve my financial position, as well as to improve my inability to meet my current financial liabilities, either in full or in part, towards my credit providers.
5. I hereby grant DebtSafe the following powers and authority:
 - a. To correspond and communicate and append my name in such correspondence with all my credit providers, credit bureau or financial services providers.
 - b. To obtain and disclose all information regarding my financial position to/from credit providers and credit bureaus. I hereby authorize DebtSafe to verify my personal credentials and financial records. I furthermore unconditionally indemnify DebtSafe and its verification suppliers against any liability that may result from furnishing information in this regard.
 - c. To recommend and negotiate a debt-restructuring plan with my credit providers;
 - d. To cancel any authority given by me to my credit providers prior to this agreement that may be necessary to improve my financial position;
 - e. To investigate possible Reckless Lending with the intention to obtain a declaration of Reckless Lending. If no investigation is required, please indicate same on the Form 16.
In the event that I don't want an investigation the fee referred to in paragraph 8 (b) (ii) shall not be due and payable, unless I later mandate otherwise, in which instance it shall be due and payable on the date of the mandate.
 - f. To instruct an attorney to institute proceedings in either the National Consumer Tribunal or Magistrate's Court for an order recording the debt restructuring plan or recommendation. I understand that the proposed forum cannot be confirmed beforehand due to the nature of the debt restructuring progress, and I confirm that DebtSafe may decide which route would be the most effective in providing protection to myself.
 - g. To request a Credit Life Insurance quotation, in particular on credit agreements where the credit provider requires such insurance, in terms of Section 106(6) of the NCA, with a Credit Life Insurance Policy provided by DebtSafes appointed broker, and to accept such quotation on my behalf in the event where such quotation is to my benefit.
6. I, the undersigned authorise DebtSafe to obtain my complete credit profile from Transunion, Experian, XDS or any other credit bureau registered with the NCR. I also authorise DebtSafe to store my credit record and account information on their system for as long as it may be required, in order to enable DebtSafe to perform the functions as envisioned in terms of Section 86 of the NCA.
7. That the services to be rendered by DebtSafe on my behalf are clearly understood by me and I acknowledge that DebtSafe does not undertake to make payment on my behalf of any amount to any of my credit providers.
8. I agree to pay DebtSafe the fees as explained to me, and which are calculated as follows:
 - a. An Application and Administration fee of R 350.00 plus Valued Added Tax;
 - b. A Determination fee-
 - (i) A restructuring fee in the amount equal to the amount established as the rehabilitation amount on day 35 of the process, and accepts that an upward adjustment may be made to the rehabilitation amount in the application form (Form 16), as on the date of application, or R 8000.00 (For a single application) and R 9000.00 (For consumers married in community of property or joint application) plus Valued Added Tax, whichever amount is the lesser,
The fees in (a) and (b)(i) shall be payable in the first month of my application;
 - (ii) A Reckless Lending Assessment fee of R 1 500.00 plus Valued Added Tax, payable in the second month of my application;
 - c. An After-Care fee of 5% of my payment – to a maximum of R 450.00 per month plus Valued Added Tax; payable monthly for the duration of my debt review,
 - d. A Payment Distribution Agency (PDA) fee of 3% of the monthly payment, with a minimum of R 50.00 up to a maximum of R 500.00 plus Valued Added Tax; payable for the duration of my debt review.
 - e. An Attorney Fee / Legal fee to obtain a court or consent order, DebtSafe must appoint attorneys. The fee is payable to DebtSafe or its nominees to enable the debt counsellor to fulfil his/her duties in this regard and the terms will be agreed upon in writing between DebtSafe/its nominees and the consumer, payable in the second and succeeding months of my application.
 - f. All fees will be included in the restructuring process.

Section A - (Continued) - Agreement / Power of Attorney

9. I acknowledge that if I inform DebtSafe, after a court or consent order has been obtained for my debt review, of a creditor that was not previously disclosed by myself 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 above fees will be payable as if I was never placed under debt review.
10. I am aware that I may not incur any further debt whilst I am under debt review or until DebtSafe has issued a clearance certificate stating that I have fulfilled all of my payment obligations in terms of my debt-restructuring plan or court/consent order.
11. I indemnify all employees and nominees of DebtSafe against any claim that may be instituted against it arising from any act or omission by such person appointed by DebtSafe or its nominee in the lawful execution of the terms and conditions of this agreement/power of attorney entered into with myself, and confirm that DebtSafe shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising.
12. In the event of me not punctually paying any of my monthly payments to the Payment Distribution Agent in terms of my debt-restructuring plan DebtSafe shall be entitled to terminate this agreement and 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.
13. All confidential information received by DebtSafe will be treated as such.
14. I hereby confirm that the critical aspects of the Debt Review process have been fully explained and that I have been informed of the following by the DebtSafe Facilitator:

<i>- I agree to the below:</i>	
▶	I must go to the bank and stop all debit order-payments to creditors. I take full responsibility for this step.
▶	I must open a new savings account at an institution where I don't have any credit obligations. I take full responsibility for any amounts deducted from my old accounts if I neglected to open a new account according to DebtSafe's instructions.
▶	I must arrange with my salary department to deposit my salary into my new bank account.
▶	I must stop all creditor related deductions from my salary immediately. This excludes court orders. DebtSafe will not be able to assist with this.

15. I declare that:
- The information in this document is true and correct:
 - That I have read and understood the terms and conditions of this agreement/power of attorney, and that the contents have been explained to me.
16. I acknowledge that DebtSafe mandates ADCAP (Pty) Ltd to act as the administrator of the debt review process. I explicitly acknowledge that ADCAP and its employees shall have the same rights and indemnifications as contained in this Agreement and Power of Attorney, and I hereby ratify or promise to ratify the mandate and all that ADCAP does on my behalf as if done by myself.
17. I hereby give Debtsafe and Adcap (Pty) Ltd permission to take whatever legal steps they may deem advisable or necessary to improve my ability to meet my financial monthly commitments to my creditors.
18. I confirm that I am currently residing at the address mentioned in my application form and will immediately inform DebtSafe in writing of any change of address. I accept that a new Legal Administration Fee will be payable to apply for a court date in a new jurisdiction if I fail to adhere to this request.

19. I acknowledges that:
- DebtSafe and or its employees shall in the execution of their duties obtain personal data (as contemplated in the Protection of Personal Information Act (POPIA) of the consumer,

I authorises DebtSafe and or its employees to:

- obtain such personal data as may be legally required,
- utilise the said data in the execution of its / their statutory duty,
- disclose the said data to its / their attorneys to make application to court or the National Consumer Tribunal for a consent order,
- safe keep and store the said data for the prescribed statutory period,

as contemplated in the National Credit Act, 34 of 2005, as amended.

The Consumer ratifies, and shall ratify all that was legally done by DebtSafe and or its employees in the exercise of their statutory duty.

The Consumer indemnifies DebtSafe and or its employees and or its attorneys against any direct and or consequential losses that the Consumer may sustain as a result of a third party, not associated to DebtSafe and or its employees, releasing or disclosing any information and or data.

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC1078)

Section B - Agreement in Respect of Legal Fees

I, the undersigned		
with ID number		and
I, the undersigned		
with ID number		

Agree to pay ADCAP (PTY) Ltd the legal fees as explained to me, and which are calculated as follows:

- In order to obtain a court or consent order, DebtSafe or its nominees must appoint attorneys. The matter might become opposed at Court and might be referred to trial. A fixed legal administration fee of R 8,800.00 (Vat Excluded) must be paid to enable DebtSafe or its nominees to appoint attorneys and to attend to all aspects concerning the required court case pertaining to the re-arrangement of my obligations in terms of the National Credit Act. This fee will remain fixed irrespective of the number of creditors opposing the application, the number of court appearances necessary to obtain the order and to what extent the debt counsellor must assist the court with testimony, further proposals, etc. The legal administration fee included the costs of an attorney attending to the negotiation of a male fide termination and/or legal steps of a creditor. DebtSafe will at its own costs make available its attorneys to consult with the consumer(s) in this regard.

This fee does not include the actual costs of the defense of the summons, if necessary.

I agree to pay the fees as explained, and which will cover the following (when applicable):
 - Founding affidavits and Annexures;
 - Supporting (confirmatory) affidavits and Annexures;
 - Serving of documents;
 - Administrative tasks necessary during the process;
 - Drafting of Consent orders;
 - Motion Court Appearances;
 - A NCT (National Consumer Tribunal) submission fee;
 - A NCT drafting Fee;
 - Magistrate Court Fees.

In the event that you withdraw from the application and or fail to cooperate and the debt counsellor suspends his further services, the legal fees or any remaining portion thereof shall be kept on your file and be applied for any future legal process in which your debt counsellor may be called upon to intervene, testify and or to resolve a dispute as your debt counsellor remains the debt counsellor of record notwithstanding your withdrawal or suspension. In the event that you request a transfer to another debt counsellor of your choice, the legal fees or remaining portion thereof shall be paid to the newly appointed debt counsellor.
- I hereby give Adcap (Pty) Ltd permission:*
 - To have full access to any details relating to any steps taken towards the enforcement of any credit agreement entered into by myself or that I am party to.
 - To apply to either the Magistrates' court or the National Consumer Tribunal for a consent order, according to my debt restructuring proposal.
 - I understand that that the appropriate forum cannot be chosen beforehand due to the different nature of each proposal, and I therefore confirm that DebtSafe/ Adcap may decide which approach will be most beneficial.
- If in the opinion of DebtSafe or its nominees the Magistrate's Court application for re-arrangement is unsuccessful and the ruling is unfair towards the consumer(s), DebtSafe or its nominees will proceed to appeal the matter to a higher court. The legal administration fee also includes the costs hereof. DebtSafe or its nominees will have full discretion in deciding whether the matter should be taken on appeal or not.
- In the event that a creditor in our opinion, refuses to participate and negotiate in good faith in the debt review process, as required by the NCA, and it becomes necessary for the consumer to enforce his/her rights in terms of sections 86(11) and 85 of the NCA, DebtSafe or its nominees undertakes to instruct its attorneys to draft the required supporting documentation so as to support the consumer's application. The cost hereof is included in the aforesaid fee.
- DebtSafe or its nominees will not be able to provide the service and refer the matter to court failing payment of this fee.
- I acknowledge that the fees referred to above will be deducted from my monthly payment made to the Payment Distribution Agency appointed to collect and distribute my monthly payments in terms of my debt restructuring plan, and will be paid directly by the Payment Distribution Agent to DebtSafe or its nominees.
- All fees will be included in the restructuring process.

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC1078)

Section C - Debit Order Instruction

To: Intuitive PDA	Date:
This signed Authority and Mandate refers to a Statutory Debt Repayment Plan of a Consumer in terms of the National Credit Act 34 of 2005.	

Account Holder Details :			
Full Name & Surname:			
Identity Number:			
Telephone no: (Cell phone)			
Email:			
Physical address <i>(Domicilium citandi et exekutandi)</i>			
Name of Debt Counsellor:	Hein du Plessis	DC Reg. no:	NCRDC1078

I hereby authorise **Intuitive PDA** To issue and deliver payment instructions to your banker for collection against my/our bank account, being:

Account details:			
Name of Bank:			
Account Number:		Bank Code:	

Type Of Account <i>(Tick Applicable):</i>	<input type="checkbox"/>	Current / Cheque	<input type="checkbox"/>	Savings / Transmission
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Deduction Instruction			
Salary deposit day:			
Amount to be deducted:	R		
Debit Order Type	NAEDO (Debit Order)		

Authorisation and Mandate
WHEREAS I was placed under debt review with the assistance of the abovementioned Debt Counsellor. AND WHEREAS this Mandate relates to the agreement between me/us, Intuitive PDA and the Debt Counsellor ("the Agreement").

- I/we hereby request and authorise Intuitive PDA to issue and deliver payment instructions to the Intuitive PDA banker for collection against my/our above-mentioned 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 Intuitive PDA shall be treated as though they had been signed by me/us personally.
- 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 Intuitive PDA 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.

Continued on the following page.

Section C - (Continued) Debit Order Instruction

Authorisation and Mandate - (Continued)

- I cede this Debit Order to Intuitive PDA 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, Intuitive PDA may submit to my creditors a request to return all distributions made to them under the Agreement. Alternatively, Intuitive PDA may collect directly or appoint any third party to collect on their behalf for any amount due;
- I acknowledge that payments received by Intuitive PDA 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.
- This authority may be cancelled by giving the Debt Counsellor or Intuitive PDA 30 calendar days' written notice, sent by prepaid registered post or delivered to the Intuitive PDA physical address. Such termination will not terminate the Agreement. Receipt of your notice shall be after the Debt Counsellor or Intuitive PDA 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 Intuitive PDA in writing to info@intuitive.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	
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Signature (For and on behalf of Account Holder)

Assisted by capacity (if applicable)

Credit Life Insurance Policy

Your insurance policies become outdated over time. Your needs today might be very different from your needs a few years ago. Making sure your cover stays relevant to your unique circumstances could save you thousands of Rands.

Please complete and sign this section if you would like FinSafe (Pty) Ltd. to review your insurance products. Your personal details will be gathered from your Form16 Debt Review Application.

Credit Life Insurance

Credit Life Insurance is cover that ensures your debt is paid when you become deceased, retrenched, disabled or have a loss of income due to injury, sickness and/or maternity leave. It is most likely that you are currently paying too much for your Credit Life Insurance on your credit agreements with your credit providers. It could also be that you are not sufficiently covered and that your benefits do not suit your unique credit profile.

Product benefits include:

- **Death, Critical Illness and Permanent Disability** - Debt will be settled up to R1 000 000
- **Retrenchment Benefit** - Monthly Debt Review Contribution will be paid for up to 12 months
- **Temporary Disability** - Monthly Debt Review Contribution will be paid for up to 12 months
- **Maternity Benefit** - Monthly Debt Review Contribution will be paid for up to 3 months
- **ID Theft Benefit** - Loss covered up to R10 000
- **Accidental Death Benefit** - Provides a lump sum benefit up to R100 000 in the event of Accidental Death

BROKER APPOINTMENT / MANDATE AUTHORITY			
I, (main applicant)		ID Number:	
and (spouse)		ID Number:	
<p>hereby appoint FinSafe (Pty) Ltd., a licensed and registered Financial Services Provider (FSP 49261), as my broker in terms of the above products and categories, and authorise FinSafe (Pty) Ltd. to obtain any information pertaining to my insurance policies and/or other personal information as might be necessary for 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. I also authorise FinSafe (Pty) Ltd. to manage and maintain all my insurance and related administration, both new and existing, with relation to the above products, and to communicate with me via email/SMS/telephone or physical mail. I confirm that all information obtained by FinSafe (Pty) Ltd. is treated as confidential and is used in line with the Protection of Personal Information Act (POPIA).</p> <p>I confirm that FinSafe (Pty) Ltd. shall be acting on my behalf or in my interest and I waive any right to privacy only for the purpose stated here. I furthermore authorise FinSafe (Pty) Ltd. to substitute all Credit Life Insurance on my existing credit agreements, and in particular, on credit agreements where the credit provider requires such insurance, in terms of section 106 (6) of the NCA, with a Credit Life Insurance Policy provided by FinSafe (Pty) Ltd.</p> <p>I hereby i) nominate the applicable credit providers as "loss payees" in terms of the FinSafe (Pty) Ltd. Credit Life Policy up to the settlement value on the happening of the insured event; and (ii) authorise the insurer to make payment up to the settlement value to the credit providers on the happening of the insured event; and/or (iii) authorise the insurer to settle my obligations to the credit providers, as preferred creditors, at any time during the terms of the credit agreements on the happening of the insured event.</p> <p>Protection of Personal Information Mandate Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information provided by You for the purpose of this mandate is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.</p> <p>You hereby agree to give honest, accurate and up-to-date Personal Information. You accept that Your Personal Information collected by Us may be used for the following purposes: 1. to establish and verify Your identity in terms of the Applicable Laws; 2. to enable Us to provide our service to assist You to obtain Credit Life Insurance.</p> <p>Unless consented to by You, We will not sell, exchange, transfer, rent or otherwise make available Your Personal Information (such as Your name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.</p> <p>You understand that if the Administrator/Insurer has utilised Your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with Guardrisk or with the Information Regulator.</p>			

Signed at		on this		day of		20	
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Applicant Signature

Spouse Signature

Debt Counsellor