

# Debt Review Application Form



As one of the country's top Debt Review companies, we have assisted **over 50 000** South Africans - **let's start your new beginning.**



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.

## CREDIT GUARD

Underwritten by Lion Life - (FSP 15283)

An credit life insurance plan exclusive to DebtSafe clients.

- ✓ Death, Critical Illness and Permanent Disability
- ✓ Retrenchment/loss of income for self-employed individuals benefit
- ✓ Temporary Disability
- ✓ Maternity Benefit
- ✓ ID Theft Benefit
- ✓ Accidental Death Benefit



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)

[illegible]

I	and
hereby confirm that these are the only outstanding creditors for my Debt Review application.	

## Budget

### Income

Salary / Pension

### Living Expenses

Property Rental

Municipal Rates (where property owned)

Water & Electricity

Fuel / Transport

Medical Expenses

Maintenance

School Fees

Telephone

Short Term Insurance

Life Insurance

Summons

### Total

Applicant	Spouse	Total
Applicant	Spouse	Total

Increase month:

Do you receive an annual bonus?

YES

NO

## 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><b>Please note the following:</b></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"> <li>To engage in the services of a debt counsellor and hold them out to consumers as being authorised to offer such a service;</li> <li>To make a determination that a consumer is over-indebted</li> <li>To re-arrange a consumer's debt obligations</li> </ul> <p>Please note that DebtSafe employs a number of registered debt counsellors and administrative staff. Any or/all advice 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 (please attach)	
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 way of the email address below.

Email address:

Signed at

on this

day of

20

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 potential Reckless Lending with the intention of obtaining a declaration of Reckless Lending. Should I not require such an investigation, I shall provide written notice to DebtSafe. In the event that I do not request the investigation, the fee referred to in paragraph 8(b)(ii) will not be due or payable unless I later instruct otherwise, in which case it will become due and payable on the date of such instruction.
  - f. To instruct an attorney to apply to the magistrate's court for an order recording the debt-restructuring plan or recommendation.
  - g. To obtain a Credit Life Insurance quotation, as required under Section 106(6) of the NCA, for credit agreements where such insurance is necessary. I grant DebtSafe the authority to act on my behalf in deciding whether to accept or reject the quotation, without my direct involvement, if it is in my favour. DebtSafe may implement the policy without requiring further approval from me.
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. I acknowledge that a Payment Distribution Agency (PDA) fee will be charged on each payment made under my debt re-arrangement plan as follows:
    - R5.00 for payments ranging from R100.00 to R200.00.
    - R10.00 for payments ranging from R201.00 to R500.00.
    - R15.00 for payments exceeding R500.00.
 These fees are payable throughout the duration of my debt review and will apply separately to each credit agreement included in the plan.
  - e. An Attorney Fee / Legal fee to obtain a court 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 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 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:
15. I declare that:
  - a. The information in this document is true and correct;
  - b. 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 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.
18. I acknowledge 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:**

  - a. obtain such personal data as may be legally required,
  - b. utilise the said data in the execution of its / their statutory duty,
  - c. disclose the said data to its / their attorneys to make application to court,
  - d. 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.

- I agree to the below:	
▶	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.

Signed at		on this		day of		20	
-----------	--	---------	--	--------	--	----	--

Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC3232)

## 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:

1. In order to obtain a court or 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 or its nominees 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 defence of the summons, if necessary.  
  
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.
2. 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.
3. 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.
4. DebtSafe or its nominees will not be able to provide the service and refer the matter to court failing payment of this fee.
5. 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.
6. All fees will be included in the restructuring process.

Signed at		on this		day of		20	
-----------	--	---------	--	--------	--	----	--

Applicant Signature

Spouse Signature

Debt Counsellor (NCRDC3232)

## Section C - Electronic Debit Mandate Authority and Mandate in Respect of All Electronic Debits

<b>Account Holder Details :</b>	
Full Name & Surname:	
Identity Number:	
Telephone no: (Cell phone)	
Email:	
Applicant Number as per software program(Contract Number):	

<b>Account details:</b>			
Name of Bank:		Type Of Account	
Account Number:		Bank Code:	

<b>Deduction Instruction</b>					
Instalment Frequency:		First debit date		, thereafter every	
Instalment Amount:		per month, with a maximum monthly collection amount of			
Transaction Processing Fee:	R		<b>Total Amount for Debt Review:</b>		

**Tracking may be used for the collection, up to the maximum of 10 days.**

*In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the debit date will automatically be the last business day before that.*

Collection date may be adjusted:

Yes	No
-----	----

**Please note that no other reference than the ID number will be accepted and funds will remain unallocated. DC Partner will take no responsibility should this procedure not be followed.**

This signed **Authority and Electronic Debit Mandate** refers to the **Form 16**.

- I/We hereby authorise you to issue and deliver payment instructions to your banker for collection against my/our above mentioned account at my/ our above mentioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement.
- I/We shall not be entitled to any refund of amounts which was withdrawn while this authority was in force, if such amounts were legally owing to you.
- I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.
- I/We agree that although this Authority and Electronic Debit Mandate may be cancelled by me/us. Such cancellation will not cancel my Agreement. Notice of cancellation of this mandate must be done in writing 21 days prior to next deduction.
- 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, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.
- The Consumer hereby authorises DC Partner (the Payment Distribution Agent) to process the Transaction Processing Fee levied by Rand Merchant Bank (The Payment Distribution Agent's appointed collection agent), and the Payment Obligation due to the Payment Distribution Agent as a single payment instruction and to deliver the payment instruction for collection at the Consumer's bank.

### Important Information

- A confirmation letter from the bank confirming the account details or bank statement not older than 3 months to be provided.
- The reference which will appear on the client's statement will be DEBT REVIEW.
- All signed debit order forms must be submitted to DC Partner via email (mandates@dcpartner.co.za) within 10 working days after loading.
- I agree to pay any bank charges relating to this debit order instruction.
- I understand that my monthly payment may increase annually, by N/A, as per my contract with the Debt Counsellor.
- Electronic debits will be deducted as per selection above to date, amount, type of debit and deduction intervals.

Signed at		on this		day of		20	
-----------	--	---------	--	--------	--	----	--

Signature (For and on behalf of Account Holder)	Assisted by capacity (if applicable)



## Client Mandate Authority

I, _____	ID number _____
Spouse (if applicable) _____	ID number _____

hereby appoint and mandate FinSafe (Pty) Ltd (FinSafe) to act on my behalf with regards to all insurance and related administration matters in respect of my existing and new credit protection covers.

Finsafe is an authorised Financial Services Provider (FSP), Registration Number FSP 49261.

	Category Description	Advice	Intermediary Service
<b>Finsafe holds the following licences under the FAIS (Financial Advisory and Intermediary Services) Act:</b>	CATEGORY I		
	Long-Term Insurance subcategory A	✓	✓
	Short-Term Insurance Personal Lines	✓	✓
	Long-Term Insurance subcategory B1	✓	✓
	Long-Term Insurance subcategory B2	✓	✓
	Long-Term Insurance subcategory B2-A	✓	✓
	Long-Term Insurance subcategory B1-A	✓	✓
	Short-Term Insurance Personal Lines A1	✓	✓

Finsafe also holds sufficient Professional Indemnity Cover, Public Liability Insurance and Fidelity Insurance.

**I confirm that Finsafe shall be acting on my behalf and in my interest.**

The Policy recommended by Finsafe is the **ELECTIVE CREDITGUARD OR CREDITGUARD CREDIT LIFE & INFUSION FUNERAL PLAN**. As I am over-indebted and need more affordable insurance, I hereby request that all existing credit insurance held by me be cancelled, where Finsafe's premium is affordable and/or where they provide more comprehensive cover and benefits, and that such existing credit insurance be replaced with an appropriate policy recommended by Finsafe.

---

**I confirm my understanding that:**

- The Policy recommended by Finsafe is the **ELECTIVE CREDITGUARD (ECG) OR CREDITGUARD (CG) CREDIT LIFE & INFUSION FUNERAL PLAN**, underwritten by Lion of Africa, and who's Compliance Officer can be contacted at 021 461 5481. The underwriting managers of the policy is Infussion Financial Services (Pty) Ltd.
- The Death Benefit, Permanent Disability and Critical Illness Benefit pays the full outstanding balance up to R800 000 under the CG policy or up to R1 000 000 under the ECG policy.
- Accidental Death Benefit - pays out an additional lump sum benefit to your beneficiary upon your accidental death.
- Temporary Disability and Retrenchment (or loss of income for self-employed persons) Benefit – pays out up to 12 months installments.
- Maternity Benefit - pays out 3 months instalments.
- Identity theft Benefit - pays out a lump sum benefit up to R10,000.00 for identity fraud.
- The premiums are fixed for a period of 5 years, at which point the policy will cease. Finsafe may then contact me to offer an extension of the policy based on my needs at that time.

- Pre-existing medical conditions are excluded from the Death, Temporary Disability, Permanent Disability and Critical Illness Benefit, unless I am replacing an existing credit life policy, in which case there is no waiting period.
- I may not claim for the Retrenchment/loss of income (for Self-employed persons) Benefit if I voluntarily choose to be retrenched or the early termination of a part time, fixed term contract or temporary work contract. Other exclusions are fully explained in the policy documentation.
- There is a 3-month waiting period for the Maternity Benefit and pre-existing pregnancy will be excluded. This means that should the Assured Life be pregnant at the Commencement Date of this Policy; no Maternity Benefit shall be payable for that pregnancy.
- There is a 3-month waiting period for the Retrenchment Benefit, unless I am replacing an existing policy, in which case there is no waiting period.
- General exclusions for Death and Permanent Disability include claims as a result of suicide, military activity, criminal activity etc. as fully described in the Policy Document.

Finsafe will be administering my policy and any Insurance related queries can be directed to -

**Business address:** 109 Pretorius Street, Mokopane, 0601

**Telephone number:** 086 100 0521

**Email:** info@finsafe.net

Complaints relating to any advice given to me by FinSafe may be sent to: complaints@finsafe.net

Sirius Lex Compliance is responsible for the monitoring of compliance functions at Finsafe. Compliance Officer: Mrs. GM Beukes at Sirius Lex Compliance

**Telephone Number:** 010 822 2680

Comply It Solutions (Pty) Ltd is responsible for monitoring the compliance functions of Infussion Financial Services (Pty) Ltd.

The Compliance Officer is Lida Muuren-Rozyn.

**Address:** PO Box 1221, Die Boord, Stellenbosch, 7613

**Tel no:** 012 942 6050

I know and understand that I have a 31-day cooling-off period during which I can cancel this policy, understanding that I cannot cancel any credit insurance that was part of my original credit agreement with any Creditor.

Signed at _____	on this _____	day of _____ 20____
-----------------	---------------	---------------------

Applicant Signature

Spouse Signature