

# APPLICATION FORM 16

## Application for Debt Review in terms of The National Credit Act 34 of 2005

**IMPORTANT:** If married COP (in community of property) then also supply spouse's details

Married: 

Yes	No	COP	ANC	Divorced	Widowed	Traditional
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### Main Applicant Information

Full Name and Surname:

ID Number:

#### Contact Details

Cell

Work

Home

Email

#### Physical Address

Code

#### Work Address

Code

### Dependents

	Female	Male
Age		
Age		
Age		
Age		
Age		

### Spouse information:

Full Name and Surname:

ID Number:

#### Contact Details

Cell

Work

Home

Email

#### Physical Address

Code

#### Work Address

Code

### Marketing

Internet	
Word of mouth	
Ad (where?)	
Flyer (where?)	
Other	

	Main Applicant (A)	Spouse (B)
Salary/wage/Pension(Gross)	R	R
Bonus/Commission	R	R
Overtime	R	R
Overtime	R	R
Grants e.g. special care for kids/parents	R	R
Other	R	R
Net income	R	R

**SALARY DEDUCTIONS:**

Tax / PAYE / SITE	R	R
UIF	R	R
Garnishees / Judgements	R	R
Funeral cover	R	R
Loans from your employer	R	R
Medical aid	R	R
Pension/Provident Funds	R	R
Union Fees	R	R
Other	R	R

**LIVING EXPENSES (Day to Day living)**

	Main Applicant (A)	Spouse (B)
Property rental	R	R
Domestic/cleaning	R	R
Dstv/Mnet	R	R
Education	R	R
Groceries	R	R
Funeral cover	R	R
Household insurance	R	R
Vehicle Insurance	R	R
Transport costs	R	R
Medical aid	R	R
Telephone & Internet	R	R
Pension	R	R
Rates and Taxes	R	R
Water and Electricity	R	R
Retirement annuity	R	R
Other	R	R



[illegible]

**Declaration by the Consumer:**

I declare as follows:

1. 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.
2. I/We, the undersigned, hereby confirm that, I/We, provided authority to Mr. Lucas Tshabalala a registered Debt Counsellor with registration number NCRDC 665 of The Big R Solutions Debt Counsellors. I/We, further confirm that I/We, was/were notified of the following:
  - Personal Information about me/us is being collected as provided for in terms of the Protection of Personal Information Act 4, of 2013.
  - Request, where necessary, the correction, destruction, or deletion of my/our personal information as provided for in terms of the Protection of Personal Information Act 4, of 2013
  - To object, on reasonable grounds relating to my/our situation to the processing of my/our personal information as provided for in terms of the Protection of Personal Information Act, 4 of 2013.
3. I/we further, permit the Debt Counsellor to share the information relating to the Debt Counselling application, to the following stake holders in the industry:
  - Credit Providers
  - Credit Bureaus
  - The NCT
  - NCR
  - The Debt Counsellor's Administrators
  - Attorneys and the Courts
  - PDA and their software
4. I hereby consent to the submission of my information to all registered credit bureaus by the debt counsellor.
5. I also consent that the debt counsellor may obtain my credit record from any/all registered credit bureaus and any other registers which may contain any of my credit information.
6. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provide until one of the following events has occurred:
  - (a) The debt counsellor rejects my application.
  - (b) The court determines that I am not over-indebted.
  - (c) All my obligations under credit agreements as re-arranged are fulfilled.
7. I confirm that the information contained in this document is, to the best of my knowledge true and correct.
8. I agree that I will deliver the necessary documents to the debt counsellor, in an instance where I am not able to deliver the documents; the debt counsellor shall proceed to instruct courier services in order for them to collect and/or deliver the documents from me, the cost of which will be for my own account.
9. I confirm that an administration fee of R 300.00 will be payable upfront and in full upon commencement of the debt review process.



10. I know and agree to the Debt Counselling Fees for one applicant is equal to the distributable amount or a maximum fee of R 8000.00, for a joint before VAT and for consumers married in community of property a fee equal to the distributable amount or a maximum fee of R 9000.00, whichever amount is the lesser. The fees are payable in the first month after drafting and submission of the proposals.
11. A reckless lending fee of R 1 500.00 will be charged per debt counselling application for all reckless lending assessment and supplying reckless lending documents to the attorney to draft the affidavit on the assessment outcome.
12. I also understand that the rehab fee is considered when charging DC Fee i.e. I will not be charged DC Fees more than my net monthly income. A once-of Assessment fee of R50 will be charged and a further R35.00 for my Credit Report (ITC report) both, non-refundable. Furthermore, I understand that an amount of courier determined by the distance will be charged whenever the courier company appointed by The Big R Solutions collects the original documents.
13. I know and understand that I will be charged an After-Care Fee for the entire debt collection process, which fee will be equal to 5% of the distributable amount or a maximum fee of R 450.00 whichever amount is the lesser. This fee is payable in every month after the second month in which the After-Care services are rendered.
14. I/we are aware that any application to court in respect of my debt review application will be dealt with attorney and hereby expressly confirm that my debt counsellor and The Big R Solutions may make all my information available to such attorney and to instruct an attorney to act on my behalf. I am aware that the attorney's fees and disbursements (excluding sheriff's fees) for an unopposed application is R6000.00 including VAT but if there is opposition and postponements the amount may vary depending on the legal firm or attorney we use for the specific case and that this amount is payable before the application will go to court.
15. I agree that a National Consumer Tribunal (NCT) fee of R1121.14 (including the NCT filing fee) will be charged for a NCT application submission. This fee will be charged after the second month after completion of the restructuring process.
16. I acknowledge that attorney fees for drafting of court applications and attendance to court will be agreed upon upfront with the attorney and communicated in writing to myself. The attorney fees are payable promptly to the attorney upon the occurrence of the following:
  - 13.1 one or more credit providers have not accepted the repayment plan.
  - 13.2 the attorney has drafted the court application; and
  - 13.3. the attorney has attended the hearing of the court application
17. After assessment has been done by the Debt Counsellor I know and agree to the fact that I am liable to pay if I withdraw from debt review.
18. Form 17.2 "confirm I'm over indebted" was explained to me the function of this document, (I can withdraw from debt review before 17.2 was sent out, but if I would like to withdraw from debt review in what so ever reason after the 17.2 was sent out I need to resign the debt review process by court and this is not part of the debt review process, till then Mr S Tshabalala NCRDC 665 will stay my debt counsellor on record.
19. A rejection fee of R300.00 (excluding VAT) in respect of consumers whose applications have been rejected in terms of section 86(7) (a) will be charged.
20. I'm aware if I do not pay or give my full co-operation to my debt counsellor, my debt counsellor can withdraw from my debt review process and only stay as my debt counsellor on record.

21. I know and agree that I have a choice not to using a PDA as my payment distribution agency but in case of not using the PDA I take full responsibility that I will pay on agreed date and the required amount per court order. I will also take full responsibility to keep all records.
22. I know, understand, and agree that it is my / our responsibility that I / we will contact our debt counsellor once every month.

Signed at (place) .....

On this (day)..... of (month) .....20.....

Main Applicant Signature.....

(spouse) Signature.....



**POPIA COMPLIANCE DECLARATION****Declaration by the DEBT COUNSELLOR:**

THE BIG R SOLUTIONS DEBT COUNSELLORS agrees to process Personal Information only in respect of this application for Debt Review.

THE BIG R SOLUTIONS DEBT COUNSELLORS further undertake to:

- 1) Treat all Personal Information which comes to their knowledge as confidential and to not disclose such information to any unauthorised person.
- 2) Ensure that they will secure the integrity and confidentiality of Personal Information in their possession or under their control by taking appropriate, reasonable technical and organisational measures to prevent-
  - Loss of damage to or unauthorised destruction of Personal Information and
  - Unlawful access to or processing of Personal Information.
- 3) To comply with its obligations above, The Big R Solutions Debt Counsellors will take reasonable measures to:
  - Identify all reasonably foreseeable internal and external risks to Personal Information in their possession or under their control.
  - Establish and maintain appropriate safeguards against the risks identified.
  - Regularly verify that the safeguards are effectively implemented; and
  - Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 4) Provide proof to the Consumer of the steps they have taken to safeguard Personal Information that they processes should the Consumer request same.
- 5) Notify the Consumer immediately where there are reasonable grounds to believe that a data breach has occurred, and the steps taken to rectify the situation.

Signed at Kempton Park on .....20.....

Signature.....

**NCRDC No.665**

