

**DebtCare**

**Application Form**



**DEBTCARE**



EMPLOYMENT DETAILS	MAIN (1 <sup>ST</sup> ) APPLICANT	2 <sup>ND</sup> APPLICANT (SPOUSE)
Name Of Employer		
Is employment permanent / contract / periodic / self-employed?		
Start Date		
Personnel Number		
Pay Day		
Occupation / Job Description		
Employer Address		
Province		
City		
Postal Code		
Employer Telephone Number		
DEPENDANT DETAILS		
Number of Dependants		
Ages of Dependants		
Gender of Dependants		
If your dependants are not minors, to what extent are you supporting them?		

Please Sign: \_\_\_\_\_

<b>INCOME</b>	<b>MAIN (1<sup>ST</sup>) APPLICANT</b>	<b>2<sup>ND</sup> APPLICANT (SPOUSE)</b>
Gross Salary (Before Deductions)	R	R
Bonus	R	R
Commissions (if irregular, average for last 6 months)	R	R
Dividends	R	R
Grants	R	R
Interest Income	R	R
Investment Income	R	R
Leave Paid Out	R	R
Overtime (if irregular, average for last 6 months)	R	R
Pension Income	R	R
Property Rental Income	R	R
Other Income (specify)	R	R
<b>TOTAL INCOME</b>	R	R
<b>PAY SLIP DEDUCTIONS</b>	<b>MAIN (1<sup>ST</sup>) APPLICANT</b>	<b>2<sup>ND</sup> APPLICANT (SPOUSE)</b>
Funeral Policies	R	R
Garnishees / Admin Orders	R	R
Group Life	R	R
Insurance	R	R
Loans	R	R
Medical Aid	R	R
Loans	R	R
Pension Fund	R	R
Union Subscription	R	R
RAs / Endowment	R	R
Tax	R	R
UIF	R	R
Other Deduction (specify)	R	R
Other Deduction (specify)	R	R
<b>TOTAL PAY SLIP DEDUCTIONS</b>	R	R

Please Sign: \_\_\_\_\_

<b>LIVING EXPENSES</b>	<b>MAIN (1<sup>ST</sup>) APPLICANT</b>	
Assurance Expenses	R	R
Credit Insurance	R	R
Credit Life Insurance	R	R
Domestic / Cleaning Service	R	R
Educational Fees	R	R
Entertainment	R	R
Family Expenses	R	R
Groceries	R	R
Home Ownership Costs / Rent	R	R
Medical Expense	R	R
Pension Expense	R	R
Petrol / Travel	R	R
Security	R	R
Telephone	R	R
Water & Electricity	R	R
Bank Charges	R	R
Clothing	R	R
Funeral Cover	R	R
Contingency	R	R
Household Insurance	R	R
Household Maintenance	R	R
Mobile Phone	R	R
Municipal Rates and Taxes	R	R
Retirement Annuity Fund Contributions	R	R
Tithes	R	R
Vehicle Insurance	R	R
Vehicle Maintenance	R	R
Other (please specify)	R	R
Other (please specify)	R	R
Other (please specify)	R	R
Other (please specify)	R	R
Other (please specify)	R	R
Other (please specify)	R	R
<b>TOTAL LIVING EXPENSES</b>	R	R
<b>BALANCE AVAILABLE TO SERVICE DEBT (TOTAL INCOME LESS TOTAL PAY SLIP DEDUCTIONS LESS TOTAL LIVING EXPENSES)</b>	R	R

Please Sign: \_\_\_\_\_





**Declaration**

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 to investigate the prospects for responsible debt restructuring. I consent to DebtCare obtaining my credit record from any/all registered credit bureaus and any other registers which may contain any of my credit information.
- 2) 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 have 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.
- 3) I understand that **I MUST NOT SIGN ANY DOCUMENTS** whatsoever that I receive from any credit provider and shall make no promises, either verbally or in writing, to any of my credit providers.
- 4) I undertake not to hand over any of my assets to debt collectors unless I have first discussed the matter with DebtCare.
- 5) I confirm that the information contained in this document is to the best of my knowledge true and correct.
- 6) I declare that the debt review process has been explained to me and I understand that:
  - The debt remains my responsibility and that I must continue making payments to all my credit providers every month notwithstanding the fact that I have applied for debt review. Accounts from service providers and accounts in which legal action has commenced cannot form part of the debt review process and that I am personally responsible for paying them.
  - I must open a new banking account (savings) and I must arrange for my salary to be paid into the new account. I understand that if I fail to do so, the banks may deduct monies from my account and DebtCare will not be able to assist in obtaining a refund of monies taken.
  - I must provide proof of insurance on motor vehicle(s).
  - The initial repayment amount calculated by DebtCare may not be sufficient for my credit providers and they may request a higher amount. DebtCare may, therefore, contact me with a request for an increase in the repayment amount.
  - I understand and accept the Debt Counselling Fee Structure and understand that my first installment of the debt re-arrangement plan (or part thereof) will be payable to DebtCare for services rendered.
  - I understand my debt review application must be finalized with a court order and I authorize DebtCare to instruct an attorney to appear in court on my behalf and I accept full responsibility for the settlement of the legal fees as set out below.
  - I understand that if I default on any obligation in terms of the debt re-arrangement plan agreed upon with credit providers, such credit providers may terminate the debt review process and then enforce, by litigation or other judicial process, any right or security they may have under my credit agreements. I also understand that DebtCare may withdraw from my debt review in the event that I default on payments or fail to comply with any reasonable requests. I understand that I will then be required to pay the original installments and interest rates; reduced installments and interest rates will be cancelled and credit providers can then proceed with legal action against me that may result in judgment being taken and repossession of my assets.
- 7) I understand that a clearance certificate will only be issued after DebtCare is satisfied that I have fulfilled all debt obligations under debt review.
- 8) I understand that there is a duty on me to inform DebtCare of any changes in my residential address, telephone numbers, employer and income.
- 9) I indemnify all employees and nominees of DebtCare against any claim that may be instituted against it or them arising from any act or omission by such person appointed by DebtCare or its nominee in the lawful execution of the terms and conditions of this agreement entered into by myself, and confirm that DebtCare shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising. I hereby acknowledge that all lawful actions taken by DebtCare under its powers under this agreement are tacitly ratified by me, and I will be bound by such agreements as principal debtor.

**Debt Counselling Fee Structure**

All fees are regulated by the National Credit Regulator (NCR). We subscribe to the fee guidelines as prescribed by the NCR. Fees payable are as follows (all amounts and percentages quoted exclude VAT):

- 1) A Restructuring Fee of an amount equivalent to the first installment of the debt re-arrangement plan to a maximum amount of R6,000(excl VAT) per application whether it is single or joint. Should you wish to withdraw from the debt review process, a fee equal to 75% of the Restructuring Fee will be payable by you.
- 2) A monthly After-care Fee of 5% (excl VAT) of the monthly installment of the debt re-arrangement plan up to a maximum of R400 (excl VAT) for a period of 2 years, thereafter reducing to 3% (excl VAT) of the monthly installment to a maximum of R400 (excl VAT) for the remainder of the debt re-arrangement plan.
- 3) To the Payment Distribution Agency (PDA): A monthly Payment Distribution Fee for each amount distributed in respect of each credit agreement included in the consumer's debt re-arrangement plan.
- 4) To Attorneys firm: A legal fee of an amount equivalent to the first installment to a maximum of R6,000 (excl VAT) to start the process to obtain a court order forcing your credit providers to abide by the terms of the debt re-arrangement plan. The deposit is payable in the 2<sup>nd</sup> month of the application.

Signed at \_\_\_\_\_ (place) on \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year)

Name of Main Applicant: \_\_\_\_\_

Signature of Main Applicant: \_\_\_\_\_

Name of 2<sup>nd</sup> Applicant: \_\_\_\_\_

Signature of 2<sup>nd</sup> Applicant: \_\_\_\_\_

Please Sign: \_\_\_\_\_