



CONSUMER DEBT SUPPORT

Dare to Care for Excellence
NCRDC2452

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APPLICATION BY CONSUMER FOR DEBT REVIEW

In terms of Section 86 of the National Credit Act 34 of 2005

CONSUMER DEBT SUPPORT

Please note that the following on receipt of your application received by Debt Counsellor:

1. On receipt of this application the Debt Counsellor will advise all credit providers and all registered credit bureau that you have applied for debt review;
2. You will be listed with all registered credit bureau that you have applied for debt review;
3. This form must be accompanied by a list of all credit providers as well as copies of all documents requested;
4. Should any documents not be submitted within 10 days of the Application being received by the Debt Counsellor, your application will not be accepted.
5. IF Married In Community of Property, both parties must apply for debt review on one application.
6. When married Out of Community of Property, debt review will be two separate applications.
7. Open an account at a Bank where you have no debt obligations and arrange for your salary to be paid into the new account.

I herewith understand the fee structure of the Debt Counsellor, PDA, and Attorney representing this debt review application:

1. I understand the Debt Counsellors fee single applicant may vary from R8000.00 and R9000.00 as joint application or the amount lessor applicable and a 5% DC Care fee maximum of R450.00 is payable by the PDA to the Debt Counsellor for the full duration under debt review.
2. I understand that the PDA statutory fee for distributing money to creditors is 0.06% of the amount of your new payment plan Plus VAT.
3. Liddle and Associates legal fees is equal to the distribution of the Debt counsellor fees not exceeding your debt counsellor's fee. Should there be additional fees the attorney will invoice you separately. All legal fees are payable direct to Liddle and Associates Trust account. The account information will be in your welcome pack.
4. NCT – National Consumer Tribunal applications cost is R500.00 excluding the R750.00 cost of filing the application. Terms and conditions apply.
5. Legal fees are paid directly to Liddle and Associates, payable as per Performa Invoice from the debt counsellor. Reckless lending investigation is a case on its own represented separately from debt review and legal fees charged as Performa Invoice paid by the PDA to Liddle and Associates.
6. As your debt counsellor the charge of R1500.00 for the assessment of Reckless lending and final finding of the reckless lending allegation that is referred to Liddle and Associates to proceed in court.
7. Reckless lending investigation and referred to court to argue the matter or settle outside of court is a cost of R4000.00 for Liddle's and Associates and will be invoiced by the Debt counsellor once the reckless lending has been concluded and the matter settled in court. Liddle and Associates will invoice separately once the order has been granted.

APPLICANT DETAILS of Consumer/s

Joint of single application: _____

Name of Applicant 1: _____ **ID**
Number : _____

Name of Applicant 2: _____ **ID**
Number : _____

Mai-den Name: _____

THE FOLLOWING DOCUMENTS MUST ACCOMPANY YOUR APPLICATION:

1. One recent account for ALL Creditors and ALL documents related to legal proceedings.
2. Copies of ID documents of yourself and co-applicant.
3. Copies of recent Salary slips of yourself and co-applicant – not older than 3 months.
4. Latest 3 months Bank statements, stamped by your bank or electronic stamp will be accepted.
5. Include documents relating to garnishing orders.
6. A R50 application fee for a single applicant (or R100 for a couple) must accompany this form or pay EFT: **Consumer Debt Support, FNB Bank, Account number 62528605275, Branch code: 250655. Your reference: Name and Surname. Attach proof of payment send to 0865633264**
7. A R300.00 Debt counselling assessment application fee must be paid on your appointment or pay via EFT to: **Consumer Debt Support, FNB Bank, Account number 62528605275, Branch code: 250655. Your reference: Name and Surname. Attach proof of payment and sent to 0865633264.**
8. Receipts are given to consumers where cash is paid on the day of your appointment.
9. Letter for reasons of being over-indebted from applicant, dated and signed. (reasons and circumstances that caused you to be in the situation you finding yourself financially.)
10. Proof of address of a Utility Bill will be accepted as a proof of address. A lease or rental agreement is not a proof of address.

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 hereby consent to the submission of my information to all registered credit bureau by the debt counsellor;
3. I also consent that the debt counsellor may obtain my credit record from any/all registered credit bureau and any other registers which may contain any of my credit information.
4. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider 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; or
 - c. All my obligations under credit agreements as re-arranged are fulfilled;
5. I undertake to pay the fees of my debt counsellor fees as per PDA Payment advice and Attorneys costs as set out in the Performa Invoice, where the attorneys started drafting this file for court, you will be held liable for these fees if you default the debt review restructuring payments to the PDA.

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

7. I herewith understand that Consumer Debt Support use the services of DC Partner's Finwise financial program, that will be the registered collection Payment Distribution Agent who collects and distributes my monthly money to all parties set out in the agreements.

- First payment my Debt counsellor's fees.
- Second payment reckless lending fees
- Second payment partial of legal fees paid directly to Liddle and Associates.
- Third payment balance of legal fees.
- Third payment partial or full payment to the PDA for benefit to creditors distribution less statutory deduction explained by debt counsellor.
- I understand that an aftercare fee of R450.00 or less and the 0.06% PDA fee is deducted before creditors receive payment of the new restructuring monthly payment plan.
- PDA will send me an SMS when money is received for distribution.
- PDA will send me an email with a statement with the distribution to creditors.
- I will contact my debt counsellor should I not be in receipt of the statement 10 days after money was transferred to the PDA.

Following conditions will apply with every debt review application. The debt counsellor is entitled to enforce these rights as per the rules and amendment Bill of the National Credit Act.

CONSUMER DEBT SUPPORT

1. Consumer Debt Support uses DC partner as Payment Distribution Agent for all distributions to creditors, payment DC restructuring fees, legal fees, aftercare fees, additional legal fees.
2. This debt review application brought before the court will make it one of the conditions that I the consumer will pay the payment distribution agent every month until the debt is settled in full as per the creditors paid up letter will verify such a debt paid in full.
3. Any clients that withdraw from debt review for which any reason and paid up their creditors and have proof of paid up accounts, will not be issued a clearance certificate until all the Debt counsellors fees are fully settled for the full duration of the debt review as per the granted court order.
4. Consumers paying creditors direct with a granted court order will not be issued a clearance certificate until all the debt counsellors aftercare fees are paid up to date.
5. Consumers that have a granted court order and assessment finds consumer no longer over-indebted will at their own cost have their granted consent order rescinded and issue the DC with the proof of rescinding of the consent order.
6. Debt review applications the applicant will be responsible to settle the Debt Counsellors fee and pay all the aftercare fees up to date until the date of the Transfer.

7. R300 Cancellation fee is payable when this application is voluntary withdrawn before the 17.2 is sent to creditors.
8. No consumer may cancel debt review after the 17.2 has been sent.
9. Conditions will apply to exit debt review.

Do you suspect Reckless lending must be investigated on your credit agreements?
If so, please give more information.

Account number: _____

Creditor: _____

Why do you say it could be reckless:

Please ensure you complete the Reckless Lending questionnaire attached in you pack.

An additional document will be forward to you with regard to this allegation to complete to ensure the debt counsellor can proceed with the investigation and request documentation from the creditors to investigate and where found to be reckless the matter be referred to court and Liddle and Associates be appointed to deal with the application in court.

That I/we fully understand the process as explained to us and will supply the correct documentation and also fully aware of the fees payable and the conditions at which time I/we can exit debt review stipulated in this agreement.

Signed at

on this day of

20____

Dare to Care for Excellence
 NCRD21452

Applicant 1

Applicant 2

_____ (debt counsellor signature) _____ (NCRDC number)

Our motto: DARE TO CARE FOR EXCELLENCE!

Letter to Transfer profile from DHS – NCRDebtHelpSystem.

I / We _____ ID number: _____
_____ herewith request my/our information be transferred to Annienne Nel NCRDC2452 of Consumer Debt Support (CDS).

Option One:

I / We have applied for debt review with _____ debt counsellor NCRDC _____ and herewith confirm we have not paid any fees as the debt review was withdrawn, and the debt was not restructured.

Option two:

I / We have applied for information with debt counsellor company _____ NCRDC _____ found out we were registered without completing any application forms. Can confirm we have not consented to the debt review registration and made no payments for the restructuring of our debt.

Option Three:

I / We have applied for debt review with debt counsellor NCRDC _____ and have not made any payments as we had no feedback from the debt counsellor with regarding to our restructuring and new payment plan. We have no idea who the debt counsellor was and had no contact details of the debt counselling company or person we spoke with. More than three years had lapsed and to date no feedback from the debt counsellor. I /We want to pay our debts and become debt free and therefore need the help of Annienne Nel to ensure we are assisted while in the program.

Option Four:

I / We have a debt restructuring court order and unsatisfied with the services we receiving from our current debt counsellor. Current Debt Counsellor NCRDC_____.

Option Five:

I / We have paid our debt counsellor all the fees, our matter was not referred to court, therefore requesting the transfer to NCRDC2452 to ensure we receive a granted debt review court order, we are also aware that we will cover the legal costs of the attorneys dealing with our application in court. We understand that the debt counsellor whom we transfer to will receive the aftercare fees going forward.

Signed at _____ on this day _____ 20_____.

Signature _____ / _____.

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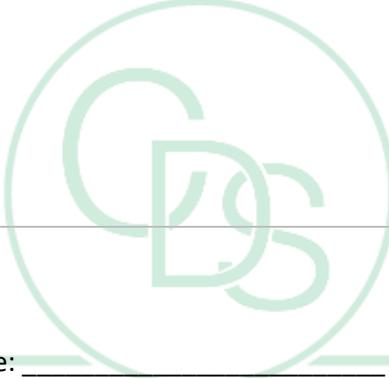
.../ see Reckless lending questions

Reckless lending:

I / We _____ ID
 numbers: _____ herewith would like to
 disclose the following:

Questions:	Yes	No
1. Was the affordability of the loan assessment reasonable?		
2. Did the assessment include all your expenses at the time?		
3. Did the assessment request your spouse's income, expenses and bank statements, and current debt obligations?		
4. Did you apply for any new loans in a 72-hour period from the assessment done, and waiting for the outcome of the loan approval?		
5. Was the assessment in your mother tongue?		
6. Did you understand what was asked during the affordability assessment of the debt application?		
7. Did you disclose all your expenses as per your bank statement?		
8. Were you declined for any loan agreements at the time of the application and the creditor asked about it?		
9. When you received the loan could you afford the monthly payment?		
10. Did you understand what you were signing?		
11. Was the terms and conditions of the loan explained to you?		
12. Did you receive a quotation?		
13. Did you receive a copy of the signed agreement between you and the creditor?		
14. Were you in arrears with your debt obligation to other creditors as you could not afford the credit?		
15. Was this loan a consolidation of an existing loan agreement?		
16. Were all the fees disclosed at the time of signing for the loan?		

17. Did you disclose your joint expenses?		
18. Did the bank contact your spouse about the loan you were applying for, to ask for his / her consent?		
19. Did the bank request your spouse's proof of income and bank statements and list of expenses knowing you married in community of property?		
20. Did the creditor ensure you could afford the loan until the debt was fully settled, in their assessment?		
21. Were you honest and truthful in your application?		
22. In your own words why do you think you should not have been given this loan?		



Date of completion of questionnaire: _____

Name and Surname: _____

ID Number: _____ / _____

Signature: _____

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