

NCRD: 2401

Form 16

Assisting Agent _____

Date: / / .

Client No: _____

Main Applicant Information

Full Name and Surname:

Maiden name:

Date of Birth: / / .

ID Number: .

Married: ☐ YES ☐ C.O.P.

Number of dependants .

Contact Numbers:

Home: () .

Work: () .

Cell: () .

E-mail address: _____

Residential address: _____

Length (Address) _____

EMPLOYER:

Name:

Address _____

Tel No: () .

Position held _____

Length of employment _____

Spouse

Full Name and Surname

Maiden name:

Date of Birth: / / .

ID Number: .

Contact Numbers:

Home: () .

Work: () .

Cell: () .

E-mail address: _____

Residential address: _____

EMPLOYER:

Name:

Address _____

Tel No: () .

Position held _____

Length of employment _____

Initial (1st applicant) _____ Initial (2nd applicant) _____

NCRDC: 2401

INCOME

Main Applicant (A)

Spouse (B)

Salary/wage
Insurance Policies
Rentals
Pension
Interest
Retirement income
Welfare
Grants
Commission
Other
Other
Other
Total income (A+B)

R
R
R
R
R
R
R
R
R
R
R
R
R

R
R
R
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R
R
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R

DEDUCTIONS:

Tax / PAYE / SITE
Pension Fund
Medical Aid
UIF
Union
Garnishees
Garnishees
Garnishees
Administration orders
Policies
Other
Other
Other
Total deductions (A+B)

**Nett Income (income –
deductions)**

R
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Initial (1st applicant)_____ Initial (2nd applicant)_____

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EXPENSES	APPLICANT	SPOUSE
Rent	R	R
Maintenance	R	R
Groceries	R	R
Water and electricity	R	
Body corporate levies	R	R
Travel/petrol	R	R
Car maintenance	R	R
Insurance (home owners)	R	R
Insurance (appliances)	R	R
Clothing	R	R
Crèche / day care	R	R
Aftercare	R	R
Doctors/chemist	R	R
School fees	R	R
Tertiary education	R	R
Travel to school fees	R	R
Landline phone	R	R
Cell phone	R	R
Tithe	R	R
Municipal accounts	R	R
Funeral policies	R	R
Bank charges	R	R
Retirement annuity	R	R
Insurance (Car)	R	R
Insurance (appliances)	R	R
Security	R	R
Other	R	R
Totals	R	R

REASON FOR OVER-INDEBTNESS _____

Initial (1st applicant) _____ Initial (2nd applicant) _____

[illegible]

Name	Age	Relationship
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[illegible]

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Declaration by Consumer.

I, _____ declare as follows:

1. I hereby undertake to give my full co-operation and will submit any and all documents and information that might have an impact on the result of this application as well as any legal documentation that I have in my possession with regards to this application. I also undertake to comply with all requests from the DC to assist him/her to evaluate my state of indebtedness and the prospects for reasonable debt restructuring and to make myself available when ever I am requested to avail myself through out the debt review process until such time as the court order has been granted in my case. I understand that failure to co-operate during the debt restructuring process may lead to my application being terminated by the debt counsellor.
2. I hereby consent to the submission of my information to all registered credit bureaus by the Debt Counsellor.
3. I also consent that 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.
4. I undertake not to enter into any further credit agreements, other than a consolidated agreement with any credit provider until one of the events has occurred: The Debt Counsellor rejects my application; the court determines that I am not over-indebted or all my obligations under credit agreements as re-arranged are fulfilled.
5. I confirm that the information contained in this document, is to the best of my knowledge, true and correct.
6. I understand that this application is the beginning of an extended process and in no ways gives guarantees that my application will be accepted or processed successfully.
7. I understand that my creditors will still contact me with regards to my accounts and payments and that I must refer them to their Debt review departments, alternatively refer them to contact the Debt counsellor.
8. I was explained the power of attorneys enabling DC and the appointed associates to conduct and conclude my application for debt review.
9. I specifically understand that certain accounts will not be included in this process because of legal actions already taken by the creditors and/or any other reasons. Each account will be considered by the advisor and I will be notified which accounts will remain my responsibility if and when this review process has concluded, either by finalization or rejection.
10. I understand that it is **VERY IMPORTANT** to change my bank account immediately to a neutral bank where I do not have any account and where my creditors cannot claim monies from such an account. If the creditors claim monies from my existing account I cannot hold the DC responsible for claiming back such monies from the bank or the creditor claiming money.
11. I understand that I must make full and timeous payments of the new instalments as determined by the DC. If I do not make payments as instructed, the process will be cancelled and my creditors can proceed with any further legal action against me, including further fees, costs and interest. I also understand that restructuring fees and legal fees paid for the debt restructuring process will not be refunded to you.
12. I am aware of all fees for this review and all fee structure was explained to me comprehensively.
13. If I do not start making payments, or stop them without cancellation in writing, I will be liable for the full restructuring fee plus costs and interest.
14. I undertake to inform the Debt counsellor if my income or expenses change with more than 10%
15. I undertake to inform the Debt counsellor of any extra amount I receive, if it is more than 10% of my salary(excluding inheritance, pension or policy, payouts, bonus, salary increase etc
16. I undertake to inform the Debt counsellor of any change of address and /or cell phone number.
17. I acknowledge that the debt counsellor brings this application on my behalf. I hereby indemnify the debt counsellor for any cost order that may be given against him. Any such payment may be deducted from my monthly payments, before Credit providers are paid, or any other action can be taken to recover these costs.
18. I undertake to pay the monthly amounts calculated by my Debt Counsellor and acknowledge that failure to make prompt payments, entitles the Debt counsellor to terminate this debt review and restructuring process.
19. I confirm that the information obtained in this document is to the best of my knowledge true and correct.

Acknowledgement of obligation

Initial (1st applicant)_____ Initial (2nd applicant)_____

NCRDC: 2401

Please note: The process of Debt Counselling for which you are about to apply, cannot be executed without the incurrance of certain costs. An initial application fee of R50 is payable by all applicants, Should you not be in a position to pay this fee immediately, it will become payable together with the fees explained below.

Should you decide to proceed with the application by signing NCR-Form 16 (application by consumer for Debt Review) the Debt counsellor is allowed to charge fees according to the following guidelines.

1. A rejection and consultation fee: The rejection fee of R300.00 (excluding VAT) is payable by the you if and when the application for debt review have been rejected in terms of section 86(7) (a)
2. A Restructuring fee: The Restructuring fee is a once off fee that will be equal to the Affordability amount (excluding VAT) with a maximum of 8000.00 for both single and joint application. You will be responsible for paying this fee on the date of receiving your next salary.
3. Legal Fee: A legal fee for the consent order is R750.00 and will be deducted in the 2nd month after the restructuring fee has been paid. If the applicants matters cannot be resolved through a consent order and the are additional cost for further legal processes, additional fees charged by the attorney will be payable which will cover the drafting of the court application as well as the court appearance is R3000.00
4. A monthly after/care fee of 5% (excluding VAT), of the monthly instalment of the debt re-arrangement plan up to a maximum of R450.00 (excluding VAT) for the period of 24 months, thereafter reducing to 3% (excluding VAT), for the remaining period of the debt re-arrangement.
5. Should you wish to withdraw from the process after the application has been accepted, a fee equal to 75% of the restructuring fee as per 2. Above is payable by you.
6. Reckless Lending fee of R1500.00 is applicable to the DC per application.

I hereby acknowledge that the above mentioned fee structure was comprehensively explained to me, and I understand the implications thereof. I also acknowledge that I will be liable for payment of the fees as set out here above. I understand that I am applying for debt review as part of the Debt Counselling process. I understand this process and acknowledge that the future procedures have been explained to me.

Signed at (place).....on (day).....of (month).....20.....

1st Applicant

2nd Applicant

Witness

Witness

Debt Counsellour

Initial (1st applicant)_____ Initial (2nd applicant)_____