



UNITY IN FINANCIAL FREEDOM

PO Box 19490  
Noordbrug  
2522

TEL: (086) 1633 725

FAX: (086) 579 9191

E-MAIL: [info@new-frontiers.co.za](mailto:info@new-frontiers.co.za)

DATE: \_\_\_\_\_

**FIRST APPLICANT:** \_\_\_\_\_

**SECOND APPLICANT:** \_\_\_\_\_

**APPLICATION FOR DEBT REVIEW**

It is hereby confirmed that you have applied for debt review on the \_\_\_\_ day of \_\_\_\_\_ 2014.

Your application for **DEBT REVIEW** was received. **THIS IS NOT A LOAN.**

Your application will now be attended to and you will be notified as the progress moves on.

You will receive a payment letter as to when payments must commence, to which amount and into which account. If you do not receive such a letter within the next seven working days, kindly contact me immediately.

The following actions will now take place:

1. You will be registered on the National Credit Regulator database and be issued with a unique reference number;
2. All Credit Bureaus will be notified that you are under debt review;
3. All your creditors will be notified within 5 days that you are under **Debt Review** (Form 17.1 will be send);
4. All balances and other detail pertaining to your creditors will be received from them (Certificate of Balances will be issued by all creditors);
5. A Proposal of payback and distribution of available funds will be send to all creditors (Form 17.2 and proposal);
6. Counter-offers and possible terminations will be negotiated and dealt with;
7. Your creditors will be contacted to confirm consent on your file;
8. Your case file will be prepared by the legal firm for commencement of court proceedings;
9. Your case will be heard in a court of law and you will be notified of the results.
10. In the meantime you must start making payments and keep making payments into the designated account as specified on your payment letter. Once all fees have been recovered, distribution of available funds will be made on a monthly basis by an independent Payment Distribution Agency.
11. All and any enquiries can and must be directed to us on 0861 633 725

**Yours truly,**

**Adré Jacobs**  
**Registered debt counsellor (NCRDC2246)**

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)

**APPLICATION FOR DEBT REVIEW (FORM16)**  
**IN TERMS OF THE NATIONAL CREDIT ACT 34/2005**

**DEBT COUNSELOR**

REGISTERED DEBT COUNSELOR	Adré Jacobs
DEBT COUNSELOR NUMBER	NCRDC2246
DEBT COUNSELOR TEL NUMBER	0861 633 725
DEBT COUNSELOR EMAIL	info@new-frontiers.co.za

NCR NUMBER	
DATE REGISTERED	
INSTALLEMENT	
FIRST DUE DATE	
SINGLE / JOINT	

	<b>FIRST APPLICANT</b>	<b>SECOND APPLICANT</b>
Surname		
Full names		
Maiden name		
Identity number		
Gender / Ethnicity	Male / Female      W / B / C	Male / Female      W / B / C
Marital Status	Married / Divorced / Single	
If married	C.O.P. / Ante Nuptial Contract / Common Law / Life Partners	
If Divorced	Date of Divorce	
Physical Address		

\_\_\_\_\_  
 Signature (1st Applicant)

\_\_\_\_\_  
 Signature (2nd Applicant)

	FIRST APPLICANT	SECOND APPLICANT
Postal Address		
Telephone No. (H)		
Telephone No. (W)		
Cellular Number		
Email address		

**DEPENDENTS**

Names	Gender	Age	Relationship

**EMPLOYMENT DETAILS**

Employer		
Employee Number		
Employer Tel Number		
Employer Email address		
Employer Address		

**REASONS FOR OVER-INDEBTNESS AND THIS APPLICATION**


\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)

(Please attach a copy of your salary slip)	1 <sup>st</sup> APPLICANT	2 <sup>nd</sup> APPLICANT	TOTAL
Gross Salary			
Second Income			
Deductions			
TAX (PAYE)			
Medical Aid			
Pension			
UIF			
Insurance			
BOND			
OTHER			
NETT INCOME			

Monthly Commitments (Please list all monthly commitments other than outstanding debt, i.e. school fees, traveling costs, medical expenses, etc.)

Rent		Rates & taxes	
Groceries		Transport	
School Fees		Child Support	
Electricity		Telephone / Cell	
Other			
Total Commitment			
<b>Available for distribution</b>		Annual Escalation	10 %

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)

(Please provide copies of all outstanding balances due . NOT older than 3 months)

<u>Creditor Name:</u>	<u>Type of account: e.g. Loan, Vehicle, Bond, goods supplied</u>	<u>Account Number:</u>	<u>Outstanding Balance:</u>	<u>Instalment Amount:</u>
		<b>TOTALS</b>		

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)

## DECLARATION BY THE APPLICANT

I hereby apply for the debt review process to be commenced on my current financial affairs.

I am of firm belief that I cannot meet all of my present financial commitments and obligations and state the following:

1. I understand that this application is the beginning of an extended process and in no way gives any guarantee that my application will be accepted or processed successfully.
2. I hereby undertake to give my full co-operation in this process and will submit any and all documents and information that might have an impact on the result of this application as well as any and all 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.
3. I understand that if I do not co-operate in this process, withhold information and/or documentation that will influence the result this review and/or give false representation to my budget, this application will immediately be terminated/rejected and that I will remain responsible for any and all cancellation fees.
4. I hereby consent to the submission of my information to all registered credit bureaus by the DC. I also consent that the DC may obtain my credit from any/all registered credit bureaus and any other registers which may contain any on my credit information.
5. I will inform the advisor of any calls, sms, messages, telephone calls and letters/accounts that I receive. I understand that my creditors will still contact me with regards to my accounts and payments and that I must refer all such enquiries to the DC assisting me.
6. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider until a) The DC rejects my application; or b) The court determines I am not over-indebted; or c) All my obligations under credit agreements as re-arranged are fulfilled.
7. I was explained the power-of-attorneys enabling the DC and the appointed associates to conduct and conclude my application for debt review.
8. 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.
9. 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 do claim monies from my existing account I cannot hold the DC responsible for claiming back such monies from the bank or the creditor claiming the money. If I opened a new account and monies are withdrawn from that account by a creditor, the DC will assist with the claim-back of such monies, but no guarantees can be given in this regard.
10. I understand that I must make full and timeous payments of the new installment 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 an interest.
11. I am aware of all the fees for this review and all fee structures was explained to me comprehensively.

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Signature (1st Applicant)

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Signature (2nd Applicant)

12. 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 interests.
13. I understand that I can cancel this application and process only in writing and that a cancellation letter will only be issued once all fees are paid-up if and when applicable.
14. I confirm that the information obtained in this document is to the best of my knowledge true and correct.
15. I accept that the Debt Counsellor may cede my account with any outstanding balances due to him to an independent Debt Collections Agency.

**I also confirm that I attach to this application the following documentation:**

1. Copy of Identity documents;
2. Copy of pay slips / other proof of income;
3. At least one month's bank statement;
4. Latest statements received from all credit providers;
5. All legal documentation received in connection with any of my accounts; and
6. Any other documentation and information that might influence the determination, re-calculation, proposal and / or outcome of this application.

**GENERAL INFORMATION**

Are you up for promotion or a salary increase within the next 12 months?	
Will you be receiving any monies over-and-above your declared income?	
Are there any other information that you want to declare that might help solve your over-indebtedness or that may have an effect on the outcome of your application? State them here.	

**ASSET REGISTER**

<u>ASSET</u>	<u>VALUE</u>	<u>SALE PROCESS / COMMENTS</u>

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)

MANDATE AND POWER OF ATTORNEY

Agreement of mandate entered into by and between:

\_\_\_\_\_ Debt Counsellor

(herein after referred to as "The Debt Counselors (DC)")

And

\_\_\_\_\_

(herein after referred to as "The Client")

WHEREAS the Client has indicated that he / she is not able to maintain his / her full monthly obligations to his/her creditors;

WHEREAS the Client has requested that the DC act on his / her behalf with regards to the client's creditors;

WHEREFORE the client hereby grants to the DC a mandate to inter alia:

1. To obtain any records from the Client, his / her creditors and / or credit bureau to assist with the compilation of a schedule of payment and determining a budget.
2. Have a payment schedule drawn for the creditors.
3. Make an offer of payment to the creditors in accordance with the said schedule - and any amendments thereof in the total discretion of the attorneys.
4. That the DC will at all times ensure the well-being of the Client's financial affairs in as far as this mandate is concerned; including all that is reasonably and legally necessary to assist the Client in relieving and / or settling his / her debt to a creditor(s).
5. Will enter into negotiation with creditors on the Client's behalf, including litigation with a creditor where it is necessary, also opposing of any collection proceedings that a creditor may institute against the Client.

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

MANDATE ACCEPTED BY DC

\_\_\_\_\_  
Signature: DC

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)



**FEE STRUCTURE in accordance of the NCR**

1. The Debt Counselor may receive the following amounts in respect of consumers who have applied for debt counseling:
  - 1.1. An **Application Fee**, limited to the amount prescribed in terms of Schedule 2 (2) of the Act, recoverable directly from the consumer upon receiving an application for debt review. (R50.00)
  - 1.2. A **Rejection Fee** of R300.00 (excluding VAT) in respect of consumers whose applications have been rejected in terms of section 86(7)(a);
  - 1.3. A **Restructuring Fee** of the lesser of the first installment of the debt re-arrangement plan or a maximum of R6000.00 (excluding VAT), in respect of a consumer whose applications have been accepted in terms of 86(7) (b) or 86(7) (c). (Should a joint application be required, the fee can be increased to a maximum of R6000.00 (excluding VAT).)
    - 1.3.1. 100% of the fee is payable at the first installment.
  - 1.4. Should a Debt Counselor fail to submit proposals to Credit Providers or refer the matter to a Tribunal or a Magistrate Court within 60 business days from date of the debt review application the Debt Counselor has to refund 100% of the fee paid by the consumer (excluding the application fee).
  - 1.5. A monthly **after-care fee** of 5% (excluding VAT) of the monthly installment of the debt re-arrangement plan up to a maximum of R400.00 (excluding Vat), for a period of 24 months, thereafter reducing to 3% (excluding VAT) of the monthly installment, to a maximum of R400.00 (excluding VAT), for the remaining period of the debt re-arrangement plan.
    - 1.5.1. Payment of the monthly after-care fee is to commence in the 2nd month after the amount in 1.3.1 above has been paid.
  - 1.6. Should the consumer withdraw from the process after completing stages 1.3 above, a **Cancelation Fee** equal to 75% of the restructuring fee as per 1.3 above is payable by the consumer.
  - 1.7. **Consent Fee**: A consent fee of R750. will be payable which will cover the negotiations of the consent order. If a consent order is not successful, an additional legal fee will be payable for the court application as well as the court appearances and any other legal work on your file as agreed upon between you and the attorney of record. The consent fee will fall away if legal route through the courts are pursued and only the legal fees will be charged.

I hereby acknowledge that the abovementioned fee structure was comprehensively explained to me, and that I understand the implications thereof. I also acknowledge and understand 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 if the Debt Counseling process. I understand this process and acknowledge that the future procedures have been explained to me.

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)

**SPECIAL POWER OF ATTORNEY and PAYMENT INSTRUCTION**

Whereas I , ....., the undersigned , wish to exercise my constitutional right to have my interest protected by an Attorney of my choice;

And whereas I have the right to entrust my money to an Agent / Agency of my own choice;

I herewith record the following mandate and instructions;

1. I hereby appoint \_\_\_\_\_ as my Attorney- of-Record and Agent.
2. I acknowledge and agree to the payment of a legal fee of not more than R 4500.00 for legal work performed in terms of sec.86 and 87 of the National Credit Act, which will include the taking of instructions, the drafting of the debt review application and one court appearance. All additional legal work done hereafter will be charged separately on an attorney- client scale and payable on receipt of invoice.
3. All payments and/or installments due and payable by me in terms of any debt review and/or other debt restructuring plan will be paid into and received in the PDA Account as specified.
4. \_\_\_\_\_ are mandated to deduct from my payments / installments any legal fees and -costs. I record that the fees had been explained to me and that I understand, accept and agree to them.
5. I specifically record that in respect of all of the above I act in an attorney-client relationship subject to all the privileges and confidentiality attached to such a relationship.
6. I understand and acknowledge that the fee agreement as per par. 2 above is entered into between \_\_\_\_\_ and myself exclusively in an attorney client relationship which stands totally separate from the relationship between myself and my debt counsellor and is exempt from any fee restrictions imposed on my debt counsellor by any statutory body.

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

**IMPORTANT: ALWAYS QUOTE ABOVE REFERENCE NUMBER WHEN MAKING A DEPOSIT.**

<b><u>BANK ACCOUNT DETAILS:</u></b>	
NAME:	
BANK:	
BRANCH CODE:	
ACC. NUMBER:	
AMOUNT:	R _____
FIRST DATE OF PAYMENT:	_____ and then monthly / weekly after that.
REFERENCE NUMBE:	_____ <b>(YOUR ID NUMBER)</b>

\_\_\_\_\_  
Signature (1st Applicant)

\_\_\_\_\_  
Signature (2nd Applicant)