

FORM 16

APPLICATION BY CONSUMER FOR DEBT REVIEW
 In terms of Section 86 of the National Credit Act 34 of 2005

Please note that:

1. On receipt of this application the Debt Counsellor will advise all credit providers that you have applied for debt review;
2. You will be listed with all registered credit bureaux that you have applied for debt review;
3. Copies of all supporting documents requested must be included with this form;
4. Should any documents not be submitted within 10 days of the application form being received by the Debt Counsellor, your application will not be accepted.

Applicant 1: Personal Information

Title		Full Names			
Surname		Gender		Race	
ID	█				
Physical Address		Number & Street			
Suburb		Town			
Province		Street Code		How long do you reside there?	
Postal Address		Postal Box			
Suburb		Town			
Province		Postal Code		Do you rent or own a home?	
Telephone (Home)			Fax (Home)		
Cellphone			E-Mail Address		

Applicant 1: Marital Information

Unmarried		Married in community of property		Married ANC		Other	
Divorced		Living with Spouse	Yes	No		Number of Dependants	



If you are married in community of property both you and your spouse need to apply. Please fill in the parts for Applicant 2 as well.

Applicant 1: Dependants

Name	Gender	Age	Relationship
Name	Gender	Age	Relationship
Name	Gender	Age	Relationship
Name	Gender	Age	Relationship

Applicant 1: Employment Information

Name of Employer	Occupation	
Physical Address	Number & Street	
Suburb	Town	
Province	Street Code	
Telephone (Work)	Employee Number	
Fax (Work)	Employment Sector	
Pay Day	Bonus Month	Date Employed

Applicant 2: Personal Information

Title	Full Names	
Surname	Gender	Race
ID		Age
Physical Address	Number & Street	
Suburb	Town	
Province	Street Code	How long do you reside there?
Postal Address	Postal Box	
Suburb	Town	
Province	Postal Code	Do you rent or own a home?
Telephone (Home)	Fax (Home)	
Cellphone	E-Mail Address	

Applicant 2: Marital Information

Unmarried		Married in community of property		Married ANC		Other	
Divorced		Living with Spouse	Yes	No		Number of Dependants	



If you are married in community of property both you and your spouse need to apply. Please fill in the parts for Applicant 2 as well.

Applicant 2: Dependants

Name		Gender		Age		Relationship	
Name		Gender		Age		Relationship	
Name		Gender		Age		Relationship	
Name		Gender		Age		Relationship	

Applicant 2: Employment Information

Name of Employer		Occupation	
Physical Address	Number & Street		
Suburb		Town	
Province		Street Code	
Telephone (Work)		Employee Number	
Fax (Work)		Employment Sector	
Pay Day		Bonus Month	
		Date Employed	

Applicant 1: Your Bank Details

Account Name	
Name of Bank	
Branch Name	
Branch Code	
Account Number	
Type of Account	

Applicant 2: Your Bank Details

Account Name	
Name of Bank	
Branch Name	
Branch Code	
Account Number	
Type of Account	

Applicant 1: Your Income

Applicant 2: Your Income

Gross Salary	
Other Income: Investments	
Other Income: Property (rentals)	
Other: (Specify)	
Other: (Specify)	
Total Income	

Gross Salary	
Other Income: Investments	
Other Income: Property (rentals)	
Other: (Specify)	
Other: (Specify)	
Total Income	

Applicant 1: Your Salary Deductions

Applicant 2: Your Salary Deductions

Tax PAYE	
Tax SITE	
UIF	
Medical Aid	
Loans	
Pension Fund	
Union Membership Fees	
Group Life	
Retirement Annuity/Endowment	
Garnishee Orders	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Total Deductions	
Total Net Income	

Tax PAYE	
Tax SITE	
UIF	
Medical Aid	
Loans	
Pension Fund	
Union Membership Fees	
Group Life	
Retirement Annuity/Endowment	
Garnishee Orders	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Total Deductions	
Total Net Income	

Applicant 1: Your Living Expenses

Applicant 2: Your Living Expenses

Rent	
Water & Electricity	
Rates & Taxes	
Groceries	
Baby Expenses (Nappies etc.)	
Toiletries	
Transport / Petrol	
Vehicle Maintenance	
Telephone	
Cellphone	
Internet	
Security Service	
Domestic Worker	
Garden Services / Worker	
Life Insurance	
Vehicle Insurance	
School / Tertiary Fees	
Medical Expenses Not Covered	
Clothing (Not Accounts)	
TV / DSTV	
Entertainment	
Church	
Holiday Clubs	
Child Support / Maintenance	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Total Living Expenses	

Rent	
Water & Electricity	
Rates & Taxes	
Groceries	
Baby Expenses (Nappies etc.)	
Toiletries	
Transport / Petrol	
Vehicle Maintenance	
Telephone	
Cellphone	
Internet	
Security Service	
Domestic Worker	
Garden Services / Worker	
Life Insurance	
Vehicle Insurance	
School / Tertiary Fees	
Medical Expenses Not Covered	
Clothing (Not Accounts)	
TV / DSTV	
Entertainment	
Church	
Holiday Clubs	
Child Support / Maintenance	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Total Living Expenses	

Applicant 1: Your Accounts

Applicant 2: Your Accounts



Please provide the latest statements for all your accounts with your application. If you do not have the latest statement for a specific account, please phone your credit provider and ask for a statement.

Name of Creditor	
Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

Name of Creditor	
Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

Name of Creditor	
Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

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Total Outstanding Amount	
Current Monthly Instalment	

Name of Creditor	
Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

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Reference/Account Nr.	
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Current Monthly Instalment	

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Current Monthly Instalment	

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Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

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Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

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Reference/Account Nr.	
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Total Outstanding Amount	
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Reference/Account Nr.	
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Total Outstanding Amount	
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Name of Creditor	
Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

Name of Creditor	
Reference/Account Nr.	
Current Payment Method	
Total Outstanding Amount	
Current Monthly Instalment	

 If you have more accounts, add additional copies of this account sheet.

Applicant 1: Your Assets

Assets (paid off or financed)	Financed By?	Total Outstanding?	2 nd Hand Value
Furniture & Household Items			
House			
Vehicle -			
Vehicle -			

Applicant 2: Your Assets

Assets (paid off or financed)	Financed By?	Total Outstanding?	2 nd Hand Value
Furniture & Household Items			
House			
Vehicle -			
Vehicle -			

Declaration by Applicant 1 and Applicant 2

I declare as follows:

1. I undertake to comply with all the 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 bureaux by the Debt Counsellor;
3. I also consent that the Debt Counsellor may obtain my credit record from any / all registered credit bureaux 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 consolidation agreement, with any credit provider until one of the following events have occurred:
 - 4.1.1 The Debt Counsellor rejects or terminate my application;
 - 4.1.2 The court determines that I am not over-indebted or rejects the application;
 - 4.1.3 All my debt obligations under credit agreements as restructured are fulfilled;
 and understand that if I incur further debt the debt review application will be cancelled;

5. I understand that I must open a new savings account at an institution where I don't have any credit agreements to protect my salary from being deducted for one of my credit agreements;
6. I understand that I need to arrange with my salary department to deposit my salary into the new savings account;
7. I understand that I must cancel all debit orders and stop orders to creditors;
8. I understand that I must stop all creditor deductions from my salary. The only allowed deductions are court orders or garnishee orders;
9. I understand that it is required that homes, vehicles and other assets that are financed must be insured. I attach proof of such insurance to this application. I undertake to always inform my Debt Counsellor of any changes to my insurance;
10. I understand that luxuries are not allowed when I am under debt review and will attempt to sell luxury items like timeshare where possible;
11. I understand that I must destroy all my plastic cards the moment I applied for debt review and the Debt Counsellor informed me that my application is successful. I also understand that I am not allowed to use any of my credit cards etc. the moment I apply for debt review;
12. I understand that I must make regular monthly payments in terms of my new payment plan and that my creditors may terminate the debt review if I skip payments;
13. I understand that I must not make payments to my creditors directly and consult my Debt Counsellor first;
14. I understand that when any of my creditors proceeded with legal action by issuing summons or obtained a judgment, that that account/s can't be included under debt review for restructuring. An arrangement will be made with the creditor for the repayment of the account/s.
15. I confirm that the information contained in this document is, to the best of my knowledge true and correct.
16. The factors that caused my over-indebtedness are the following:

Signed at (Place) on this (Day) of (Month) of (Year)

Applicant 1 (Full Signature)

Signed at (Place) on this (Day) of (Month) of (Year)

Applicant 2 (Full Signature)



POWER OF ATTORNEY

I, the undersigned hereby apply for debt review in terms Section 86 of the National Credit Act 34 of 2005 and nominate and appoint:

David Hendrik Jacobus Britz
(ID: 740827 5076 08 9) NCRDC590
of Help 4 Debt Debt Counselling CC.
375 Lucky Bean Crescent
Moreleta Park, Pretoria, 0181
(hereinafter referred to as the "debt counsellor")

with the full power of substitution to be my/our debt counsellor and agent to do the following (as well as all related actions that need to be done to execute the mentioned matters in the widest sense):

1. To determine my current financial situation and level of over-indebtedness or lack thereof.
2. To draft a new debt payment proposal plan for me to improve my current financial situation. This restructured debt payment proposal plan will be provided to all my credit providers.
3. I hereby instruct the debt counsellor to obtain any information required by the debt counsellor from my credit providers, credit bureaus and any other party.
4. I hereby instruct the debt counsellor to take any legal steps he may deem necessary to improve my current financial situation and inability to meet my financial obligations in part or in full.
 - 5.1. To obtain and disclose all information regarding my financial position to and from credit bureaus and credit providers dealing with my accounts.
 - 5.2. To negotiate and accept on my behalf the accepted restructured debt payment proposal plan with all my credit providers dealing with my accounts.
 - 5.3. To cancel any authority given by me to my credit providers prior to the signature of this power of attorney, that may be necessary to improve my financial situation.
 - 5.4. To apply to the Magistrates Court to make the debt restructuring proposal an order of court.
 - 5.5. To appoint and provide for payment of an attorney to act on behalf of the debt counsellor and/or on behalf of me.
6. I hereby acknowledge that I appoint the debt counsellor in his capacity as a debt counsellor to attend to all processes that are relevant for purposes of an application in terms of section 86(1) of the National Credit Act. I tacitly ratified any and all lawful actions taken by the debt counsellor under this power of attorney and acknowledge that I am bound by such agreements as principal debtor.
7. I hereby irrevocably instruct the debt counsellor to instruct attorneys Tielman Roos Incorporated to attend to any court applications resulting from this Debt Review application. I further instruct and request the debt counsellor to make provision for payment and to affect payment on my behalf of any legal fees due and payable to the instructed attorneys.

8. In this document the singular shall also include the plural and vice versa.
9. I declare that the information that I provide in this document is true and correct and that I have read and understand the terms, conditions and implications of this power of attorney.

(PLEASE COMPLETE ALL INFORMATION IN BLOCK LETTERS)

Applicant 1

FULL NAMES						
SURNAME			ID NUMBER			
RESIDENTIAL ADDRESS						
POSTAL ADDRESS						
				POSTAL CODE		
TELEPHONE			FAX			
				CELL		
e-mail			SIGNATURE			

Applicant 2

FULL NAMES						
SURNAME			ID NUMBER			
RESIDENTIAL ADDRESS						
POSTAL ADDRESS						
				POSTAL CODE		
TELEPHONE			FAX			
				CELL		
e-mail			SIGNATURE			

Signed at (Place) on this (Day) of (Month) of (Year)

Applicant 1 (Full Signature)

Signed at (Place) on this (Day) of (Month) of (Year)

Applicant 2 (Full Signature)

Signed at (Place) on this (Day) of (Month) of (Year)

Debt Counsellor DHJ Britz (NCRDC 590)
of Help 4 Debt Debt Counselling CC

David Hendrik Jacobus Britz Debt Counsellor NCR Registration Number: NCRDC590
Help 4 Debt Debt Counselling CC.
375 Lucky Bean Crescent, Moreleta Park, Pretoria, 0181
PO Box 102211, Moreleta Plaza, Pretoria, 0167
Tel: 012 99 77 99 2 Fax: 012 997 4921 Cell: 076 952 1528
www.help4debt.co.za
help@help4debt.co.za

FEE AND SERVICE AGREEMENT

I, the undersigned herewith apply for debt review in terms of Section 86 of the National Credit Act 34 of 2005. I agree to the following terms of conditions:

1. I undertake to comply with all the requests from the debt counsellor to assist him to evaluate my state of indebtedness and the prospects for responsible debt restructuring;
2. I hereby consent that my debt counsellor may submit information regarding my situation and of this application to all registered credit bureaus and to my creditors;
3. I also consent that the debt counsellor may obtain my credit record from any 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 following events has occurred:
 - 4.1.1 The Debt Counsellor rejects my application;
 - 4.1.2 The court determines that I am not over-indebted; or
 - 4.1.3 All my obligations under credit agreements as re-arranged are fulfilled and I received a clearance certificate from the debt counsellor.
5. That I understand the scope of the debt counselling services to be rendered by the debt counsellor and I acknowledge that I will still remain responsible for all my debts to my credit providers;
6. I understand that the debt counsellor will draft a restructured debt payment proposal plan for all my debts and I understand that I will have to make payments according to that proposal;
7. I understand that if I default on any obligation or do not make punctual payments in terms of the restructured debt payment proposal plan then the credit providers have the right take legal action. I do not hold the debt counsellor responsible or liable if any legal action is taken by my credit providers;
8. I understand that if I default on any obligation or do not make punctual payments in terms of the proposal then the debt counsellor may immediately terminate this agreement and decline to act on my behalf. This will result in my credit providers collecting any outstanding amounts due to them as they deem fit.
9. I indemnify the debt counsellor, Help for Debt Debt Counselling CC, their agents, attorneys and/or representatives against any claim of whatever nature that may be instituted against any one of them arising from my application for debt review or any related matter. I undertake to be liable to any one of them for the actual costs which they may incur, including legal costs on attorney and client scale plus any disbursements incurred in pursuit of defending and opposing any action or process in which a claim is made against them;
10. I confirm that I have not engaged, nor will engage, whilst under debt review with the debt counsellor the services of any other debt counsellor or debt agent;

11. I hereby acknowledge that all actions taken by the debt counsellor, his agent, attorney or representative is tacitly ratified by me and that I will be bound by such agreements as principal debtor.
12. I hereby authorize, request and instruct the debt counsellor to immediately instruct attorneys Tielman Roos Incorporated to attend to any legal matters regarding this application before any relevant entity, person or court;
13. I hereby authorize, request and instruct the debt counsellor to make provision for payment of all legal costs resulting from this application and to pay same to the instructed attorneys on my behalf.

The following fees will apply for a single application:

Drafting of application and necessary supporting documents	R3500
Per court attendance	R 800

The following fees will apply for a joint application:

Drafting of application and necessary supporting documents	R4500
Per court attendance	R 800

Should a credit provider oppose the court application and it is necessary to draft and prepare replying documents the cost of consulting, drafting and preparing opposing documents will be R500 per hour plus necessary expenses like counsel fees and other disbursements.

14. I agree to pay the debt counsellor the following fees upfront when submitting my application for debt review, calculated as follows:
 - 14.1. A once-off application fee of R50-00 (Fifty Rand),
 - 14.2. A once-off fee of R50-00 (Fifty Rand), for consumer reports from the credit bureaus per applicant,
15. I agree to pay the debt counsellor the following fees:
 - 15.1. 100% (one hundred %) of the first monthly payment that I have to make according to the debt counsellor, subject to a maximum amount of R6000-00 (six thousand rand) (excluding VAT) for a single application or 100% (one hundred %) of our first monthly payment in the case of a joint application, subject to a maximum amount of R6000-00 (six thousand rand) (excluding VAT).

I understand that the debt counsellor will only proceed with negotiations with my credit providers after I paid my first payment.

15.2. The debt counsellor will receive a 5% (excluding VAT) monthly after-care fee of the monthly instalment of the restructured debt payment plan for a period of 24 months, thereafter this fee is reduced to 3% (excluding VAT) for the remaining period of the restructured debt payment plan. The after-care fee is limited to a maximum of R400.00 per month and may be adjusted as prescribed by the National Credit Regulator.

- 15.3 In the event that I withdraw from the debt review process after a restructured debt payment proposal plan has been drafted, a fee equal to 75% of the fees mentioned in 15.1 above is still payable on demand.
16. I declare that:
 - 16.1 I understand that it may be necessary to amend my restructured debt payment proposal plan and that the Magistrates Court may make an order that it may deem appropriate for me;
 - 16.2 The information that I provide in this document is true and correct;
 - 16.3 That I have read the terms and conditions of this agreement and that I understand it.
17. In this document the singular shall also include the plural and vice versa.

18. The debt counsellor chooses his *domicilium citandi et executandi* at:

David HJ Britz
375 Lucky Bean Crescent
Moreleta Park
Pretoria
Gauteng
0181

(PLEASE COMPLETE ALL INFORMATION IN BLOCK LETTERS)

Applicant 1

FULL NAMES					
SURNAME			ID NUMBER		
RESIDENTIAL ADDRESS					
POSTAL ADDRESS					
			POSTAL CODE		
TELEPHONE			FAX		
				CELL	
e-mail			SIGNATURE		

Applicant 2

FULL NAMES					
SURNAME			ID NUMBER		
RESIDENTIAL ADDRESS					
POSTAL ADDRESS					
			POSTAL CODE		
TELEPHONE			FAX		
				CELL	
e-mail			SIGNATURE		

Signed at (Place) on this (Day) of (Month) of (Year)

Applicant 1 (Full Signature)

Signed at (Place) on this (Day) of (Month) of (Year)

Applicant 2 (Full Signature)

Signed at (Place) on this (Day) of (Month) of (Year)

Debt Counsellor DHJ Britz (NCRDC 590)
of Help 4 Debt Debt Counselling CC

David Hendrik Jacobus Britz Debt Counsellor NCR Registration Number: NCRDC590

Help 4 Debt Debt Counselling CC.

375 Lucky Bean Crescent, Moreleta Park, Pretoria, 0181

PO Box 102211, Moreleta Plaza, Pretoria, 0167

Tel: 012 99 77 99 2 Fax: 012 997 4921 Cell: 076 952 1528

www.help4debt.co.za

help@help4debt.co.za



AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS

Date: _____

To: **Hyphen Technology (Pty) Limited**

This signed Authority and Mandate refers to a Statutory Debt Repayment Plan of a Consumer in terms of the National Credit Act 34 of 2005.

A. AUTHORITY

I,

(Name of Debtor(s) / Consumer)

Identity Number(s):

of

(Physical Address of Debtor(s) / Consumer)

hereby authorise

Hyphen Technology (Pty) Limited

of

Physical Address: Vunani Office Park
151 Katherine Street
Athol Ridge
Sandton, Gauteng, 2196

Postal Address: Private Bag X9980,
Sandton
2146

to issue and deliver payment instructions to your banker for collection against my/our bank account, being:

NAME OF BANK: _____

NAME OF BRANCH: _____

BRANCH NUMBER: _____

ACCOUNT NUMBER: _____

TYPE OF ACCOUNT:*		CURRENT / CHEQUE
*(Tick which is applicable)		SAVINGS / TRANSMISSION

HYPHEN TECHNOLOGY (PTY) LTD, VUNANI OFFICE PARK, 151 KATHERINE STREET, SANDOWN EXT. 6, SANDTON
PRIVATE BAG X9980, SANDTON 2146, SOUTH AFRICA, TEL: +27 11 303 0220, www.hyphen.co.za, REG NO. 1987/006392/07

DIRECTORS : G Kruger (Chairman), CR Bayford (Chief Executive officer), F Truter, A Martin, B Unser (Company Secretary)

A MEMBER OF THE FIRST RAND LIMITED GROUP

HYPHEN BUREAU SERVICES PAYMENT DISTRIBUTION AGENT (PDA)



subject to the condition that the sum of such payment instruction/s will not exceed my/our obligations as agreed to in the Debt Repayment Plan with Hyphen PDA and/or my responsibility for any unpaid fees.

The individual payment instructions so authorised must be issued and delivered on or after the dates when the obligations in terms of the Debt Repayment Plan are due and the amount of each individual payment instruction may not be more or less than the obligation due.

I recognise and accept that the Debit Order and / or NAEDO instructions will emanate from you and thus give you authority to collect from my bank account the amounts as indicated in the Debt Repayment Plan.

I further accept that, in the event that the collection/s becomes unpaid for whatever reason, I will be personally liable for any unpaid fees and penalty fees that may apply.

I/we agree that the first payment instruction will be issued and delivered on or after

_____ (date).

Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Debt Repayment Plan have been paid or alternatively, the Debt Repayment plan has been cancelled on the Hyphen PDA system for whatever reason.

B. MANDATE

I/we acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally.

C. CANCELLATION

I/we also understand that I/we cannot reclaim amounts which have been withdrawn (paid) from my/our account in terms of this authority and mandate if such amounts were legally owing in terms of the Debt Repayment Plan and we understand that such action will constitute breach of mandate.

D. ASSIGNMENT

I/We acknowledge that this authority may be ceded or assigned to a third party if the Debt Repayment Plan is also ceded or assigned to that third party.

Signed in on this day of

.....

.....

Signature as used for operating on the account

Assisted by capacity (if applicable)

HYPHEN TECHNOLOGY (PTY) LTD, VUNANI OFFICE PARK, 151 KATHERINE STREET, SANDOWN EXT. 6, SANDTON
PRIVATE BAG X9980, SANDTON 2146, SOUTH AFRICA, TEL: +27 11 303 0220, www.hyphen.co.za, REG NO. 1987/006392/07

DIRECTORS : G Kruger (Chairman), CR Bayford (Chief Executive officer), F Truter, A Martin, B Unser (Company Secretary)

A MEMBER OF THE FIRST RAND LIMITED GROUP