



TERMS AND CONDITIONS OF ONLINE DEBT REVIEW APPLICATION
(in terms of Section 86 of the National Credit Act 34 of 2005)

CONSUMER/APPLICANT, PLEASE NOTE THAT:

1. On receipt of this application the debt counsellor will advise all credit providers and all registered credit bureaus that you have applied for debt review;
2. You will be listed with all registered credit bureaus 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.

Declaration by the Consumer/Applicant:-

I/We declare as follows:

1. I/we 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/we hereby consent to the submission of my/our information to all registered credit bureaus by the debt counsellor;
3. I/we also consent that the debt counsellor may obtain my/our credit record from any/all registered credit bureaus and any other registers which may contain any of my/our credit information.
*I confirm that I have read, understood and accepted the ConsentToObtainACreditReport which is provided on this website;
4. I/we 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/our application;
 - b. The court determines that I/we am/are not over-indebted; or
 - c. All my/our obligations under credit agreements as re-arranged are fulfilled
 * I confirm that I have read, understood and accepted the DebtCounsellingPowerOfAttorney which is provided on this website;
5. I/we undertake to honour the debt re-arrangement agreement and to deposit the full 'rehabilitation amount' monthly into the nominated payment distribution agency's account with effect from the first pay day after date of this application.
6. I/we am/are aware that failure to make **full payments on time**, could result in our application being terminated in terms of Section 86 (10) of the National Credit Act and I/we will not be protected against debt enforcement action taken by my/our credit providers - **extra fees may be levied for further negotiations and interventions on my/our behalf**
7. I/we understand that all concessions granted by my/our credit providers will only become effective after the final acceptance letters have been issued by them and that my credit providers may withdraw the concessions if I/we do not honour the repayment arrangement strictly i.e. if I/we make short payments/make late payment/skip payments.
8. I/we understand that all fees are included in the debt rearrangement programme.
*I confirm that I have read, understood and accepted the NCRDebtCounsellingFeeStructure2018 which is provided on this website;
9. I/we confirm that I/we have been advised that I/we will receive a receipt, confirming that I/we have applied for Debt Counselling, from my debt counsellor.
10. I confirm that I have read, understood and accepted the NCRDebtReviewWithdrawalGuidelines2015, which is provided on this website;
11. **I/We confirm that the information contained herein is to the best of my/our knowledge true and correct.**

DECLARATION BY CLIENT/S:

(ANNEXURE TO FORM 16)

1. ASSESSMENT CALCULATIONS:

All assumptions based at Contact Stage take into account only information provided by yourself (the client) and are for illustrative purposes only. Once the credit providers have responded with Certificates of Balance, then only can an interim proposal be drawn up.

2. FEES

All fees pertaining to your debt review are as prescribed by the National Credit Regulator and are contained on pages 4 and 5 above.

3. NEW BANK ACCOUNT

We recommend that you open a new account for your salary deposits and close your current account (especially if you avail of an overdraft/credit facility) and move all your necessary service agreement debit orders over to the new account (insurances, security services, education, cell phones medical aid and all other debit orders to service providers).

4. DEBIT ORDERS

It is **your responsibility** to cancel all your **loan debit orders** with the respective credit providers and to place stop payments with your bankers. We will assist you with the cancellation of your loan debit orders, ***BUT WE WILL NOT ACCEPT RESPONSIBILITY IF YOUR CREDITORS FAIL TO DO SO.***

5. SUMMONS AND SECTION 129 (FINAL DEMAND) LETTERS

Kindly note that **you do not have protection in terms of Section 86 of the National Credit Act** on debts where your creditors have exercised their rights to proceed with enforcement action where payments are in arrears i.e. that are at Summons Stage (Legal Action) prior to this application and / or where Section 129 Letters (Letters of Demand) have been issued more than 10 days prior to this application. Creditors cannot be compelled to include these debts in the debt review process and **The National Credit Act does not offer you legal protection in these matters/cases.** Additional fees may apply to negotiate with attorneys/external debt collectors.

6. PROCESS OF DEBT COUNSELLING

The process of debt counselling has been explained in detail. Here are some key points to remember:

- 1.1. We will list you on the NCR Debt Help data base to enable the credit bureaux to update your credit profile.
- 1.2. We will inform your creditors of your application for debt review via Form 17.1
- 1.3. Your accounts will be 'frozen' for a period of 60 days thereafter.
- 1.4. During this time we request Certificates of Balance from your credit providers and assess/evaluate your financial position.
- 1.5. After the evaluation we will issue a Form 17.2 to your credit providers to state whether we are proceeding with or rejecting your application.
- 1.6. If we are rejecting your application, we will issue you with a letter to this effect. If we are proceeding, you will be required to commence payments (the lower instalment/renegotiation amount) via a PDA (payment distribution agency) - the NPDA. We will also update the NCR Debt Help website accordingly.
- 1.7. We will draft an interim proposal and submit same to your credit providers and the NPDA will distribute your payment as per the interim proposal in respect of fees and to your credit providers.
- 1.8. Should all your credit providers accept the interim proposal, we will finalise the proposal and obtain final acceptance letters/consents from your credit providers and we will apply for a consent order. Should all your creditors not accept our proposal, we will apply for a court order.
- 1.9. After you have fulfilled all your obligations under Debt Review, we will issue a Clearance Certificate and notify the credit bureaux to remove the Debt Review flag from your credit profile. The credit bureaux are expected to do so within 5 days.

7. PAYMENT DISTRIBUTION AGENCY

The process of Debt Counselling requires the use of a payment distribution agency (PDA) to maintain audited transactions and to provide an accurate account of cascading payment plans. You are required to make a single monthly payment to the PDA who will distribute the funds to all your creditors as per the debt rearrangement proposal. The cost of distribution is between R5 and R15 per creditor distribution depending on the distribution amount (including VAT).

8. INSURANCE AND ASSURANCE

You have to ensure that your life assurance, bond cover, car and household insurances remain in place. *We will not accept any liability with regards to cancellations and claims on your policies.*

9. PAYMENT OF FEES AND PAYMENT METHODS

9.1. The following fees are applicable:- a) The Application fee; b) The Debt Counselling Fee, c) Attorney Fees; d) Aftercare fees; e) PDA fees.

9.2. Our consultants and branch offices are NOT authorised to collect Debt Counselling Fees; Attorney Fees or any Rehabilitation Payment amounts. You may, however, pay the Application fee of R50 to the consultant.

9.3. Payment Methods:

1. EFT directly to the NPDA's Trust Account (Electronic Funds Transfer)
2. Cash deposits directly into the NPDA's Trust Account
3. Stop Orders or scheduled payments, which is to be arranged by you via your bank into the NPDA's Trust account
4. Salary Stop Order, which is to be arranged by you via your salary department into the NPDA's Trust account.
5. NAEDO authorisation in favour of the NPDA which can be arranged at our offices.
6. Debit Order authorisation in favour of the NPDA which is to be signed at our offices.

10. NPDA ACCOUNT DETAILS:

ALL PAYMENTS TO BE MADE TO: THE NPDA TRUST A/C#1454119233 HELD at NEDBANK RIVONIA BRANCH#149745. PLEASE USE YOUR IDENTITY NUMBER AS THE REFERENCE NUMBER. (*Compulsory from month 1, preferably via EFT)