

Application Form

Tel: 086 111 3749

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Free Debt Assessment

Please complete the form and e-mail it back to us in order to obtain your free debt assessment.

www.zerodebt.co.za

1. Personal Information

	1st Applicant	2nd Applicant
1.1 Title		
1.2 Full Names		
1.3 Surname		
1.4 Maiden Name (if applicable)		
1.5 ID Number		
Passport Number (non-RSA)		
1.6 Date of Birth (yyyy-mm-dd)		
1.7 Gender		
1.8 Residential Address		
Post Code		
1.9 Postal Address (if not the same)		
Post Code		
1.10 E-mail Address		
1.11 Home Telephone		
1.12 Work Telephone		
1.13 Cell Number		
1.14 Where did you hear about us?		

2. Marital Status

	1st Applicant	2nd Applicant
2.1 Marital Status		
2.2 Marriage Type		
2.3 Number of Dependants		

3. Employment Details

	1st Applicant	2nd Applicant
3.1 Occupation		
3.2 Name of Employer		
3.3 Start Date of Employment		
3.4 Duration of Employment		

4. Additional Information

Include any additional information which may be relevant to your debt assessment:

5. Monthly Net Income Calculation (all amounts to be entered as positive values)

Income	1st Applicant	2nd Applicant
Gross Monthly Salary		
Total Allowances		
Total Subsidies		
Commission (Monthly Equivalent)*		
Other Income (Specify Below):		
Total Income		

* Income that is received on an annual basis should be converted to a monthly equivalent (divided by 12)

Deductions	1st Applicant	2nd Applicant
Income Tax - PAYE		
UIF		
Medical Aid		
Pension Fund Contributions		
Garnishees		
Other Deductions (Specify Below):		
Total Deductions		
Net Pay		

Note: Amounts that are included as deductions should not be included in the Expenses section.

Expenses	1st Applicant	2nd Applicant
Property Rent *		
Water, Electricity & Services		
Rates and Taxes		
Telephone / Cell / Internet		
Insurance - Short Term		
Insurance - Life		
Medical Expenses		
School & Other Education Fees		
Transport / Vehicle Costs		
Domestic & Gardening Services		
Bank Charges		
Clothing		
Groceries		
Security Costs		
Maintenance Payments		
Other Expenses (Specify Below):		
Total Expenses		
Available for Distribution **		

* Note: Home loan payments and any other payments like vehicle financing should be included in the list of credit providers below and not duplicated in the Expenses section.

** Note: The available for distribution amount above reflects the funds which are available for a consolidated debt repayment.

6. List of Credit Providers (Home Loans, Unsecured Loans, Credit Cards, etc.)

Name of Credit Provider	Outstanding Debt	Monthly Payment	Account Number
Total			

7. Declaration

This declaration as set out hereunder is governed by the National Credit Act & Regulations (the "NCA") and the National Credit Regulator (the "NCR"). The NCR has the authority to issue NCR Guidelines which can be amended from time to time. By signing this declaration, I indemnify the debt counsellor (its directors, shareholders, employees and consultants) against any damages of whatsoever nature and howsoever arising from changes in the NCA or NCR Guidelines. I furthermore declare as follows:

- 1.) I declare 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 bureaus.
- 3.) I hereby consent to information about my credit record being obtained 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 following events has occurred:
 - a) The debt counsellor rejects my application;
 - b) A court determines that I am not over-indebted; or
 - c) All my obligations under credit agreements as rearranged are fulfilled.
- 5.) The debt counselling process was explained to me, in short I declare that I understand that:
 - a) The debt counsellor will inform my creditors of my application for debt review after receiving my COMPLETED application form and my application fees have been paid.
 - b) The debt counsellor will evaluate if I am over-indebted or not and inform creditors as such.
 - c) The creditors will freeze interest on accounts for 60 days during which time the debt counsellor must attempt to negotiate an informal rearrangement of debt with my creditors. Note that only interest is frozen and not repayments.

- d) I understand that I will be responsible for all legal costs relating to the court order.
 - e) The debt counsellor will draw up an interim proposal to creditors and I will start paying the proposed amount immediately upon being requested to do so by the debt counsellor until a final consent order has been accepted by all parties.
 - f) The first proposed payment will go to the debt counsellor for services rendered and fees are applicable as determined in the fee guideline which is set out by the NCR. The second proposed payment will go to the law firm that is appointed by the debt counsellor to represent me in the application for a court order. Distribution of funds to credit providers will only commence after the abovementioned fees have been settled in full.
 - g) I will inform the debt counsellor of any changes in my circumstances, address, employment or remuneration.
 - h) I will arrange for a debit or stop order to be deducted from my bank account for monthly deductions by the NCR approved Payment Distribution Agency (the "PDA") who will distribute my monthly payments to my credit providers.
 - i) After fulfilment of my obligations, the debt counsellor will issue a clearance certificate to all credit bureaus and my credit record will be cleared at all credit bureaus.
- 6.) Pursuant to clause 5 (f) of this declaration, I confirm that the debt counselling & legal fees that I need to pay have been explained to me and I declare said amounts to be fair & reasonable. I confirm that I understand that these fees consist of the following:
- a) A once-off fee of R114 (incl. VAT) consisting of an application fee (R57) and a credit report fee (R57) which will be paid to the debt counsellor as part of my first instalment.
 - b) A restructuring fee equal to 100% of my monthly instalment up to a maximum of R6,000 (excl. VAT) which will be paid to the debt counsellor as part of my first instalment.
 - c) A monthly after care fee equal to 5% of my monthly instalment up to a maximum of R400 (excl. VAT) for 24 months thereafter reducing to 3% of my monthly instalment up to a maximum of R400 (excl. VAT).
 - d) A PDA fee of between R5 and R15 for each payment distributed. No PDA fees on distributions of less than R100.
 - e) A legal fee equal to 100% of my monthly instalment up to a maximum of R6,000 (excl. VAT) which will be paid to the legal firm which is nominated by the debt counsellor as part of my second month's instalment. I am aware that the appointed attorneys will only proceed with the debt review court application once the legal fee has been paid in full and that the legal fee does not include the cost for the defence of a summons.
 - f) I acknowledge that I understand that the fees referred to in clauses (a) to (e) above will be deducted from my monthly payment to the PDA and that distribution of funds to credit providers will only commence after the settlement of these fees.
- 7.) I understand that I must sign no documentation that I receive from any creditor, I shall make no promises verbally or in writing to any credit provider and I shall refer all queries from credit providers to my debt counsellor.
- 8.) If I have any additional funds that I want to pay towards my debt, I will arrange with the debt counsellor for the payment to be made through the PDA in order for the records and interest to be adjusted by them.
- 9.) I understand that the debt counsellor is entitled to suspend the debt counselling services as per the prescribed form which is set out in the NCR Withdrawal Guidelines if I fail to:
- a) Comply with all reasonable requests from the debt counsellor; or
 - b) Pay the prescribed fees in terms of the NCR approved Debt Counselling Fees guidelines.
- 10.) Upon the suspension of the debt counselling services by the debt counsellor as per the provisions of section 8, I hereby acknowledge that I understand that:
- a) There is a risk of credit providers terminating the debt counselling process;
 - b) I may not incur further debt;
 - c) I cannot withdraw from the debt counselling process after a Form 17.2 (declaration of over-indebtedness) has been issued;
 - d) Transferring to an alternative debt counsellor is subject to the payment of all outstanding fees of the current debt counsellor.
- 11.) I understand that in the event of the debt counselling services being suspended by the debt counsellor in terms of paragraph 8, I hereby indemnify and hold the debt counsellor (its directors, shareholders, employees and consultants) harmless against:
- a) Termination of the debt review process by credit providers;
 - b) All claims, losses, costs and expenses incurred or suffered by myself arising from any claim which is instituted by any third party in relation to or in connection with the debt counselling process.

12.) I understand that prior to the issuing of the Form 17.2 by the debt counsellor, I can withdraw from the debt review process as set out in the NCR Withdrawal Guidelines.

I confirm that the information contained in this document is, to the best of my knowledge, true & correct, includes all the income that I receive and that I fully understand the implications & consequences of debt review.

Signed at _____ on this day _____

Applicant 1:

Print Name: _____

ID / Passport Number: _____

Signature: _____

Applicant 2:

Print Name: _____

ID / Passport Number: _____

Signature: _____