



# APPLICATION FORM

Jumpstart Debt Management (Pty) Ltd. T/A Debt Sage, registration number 2018/532226/07. National Credit Regulator (NCR), registration number DC1295, a licensed Debt Counsellor.

## APPLICATION BY CONSUMER FOR DEBT REVIEW IN TERMS OF SECTION 86 OF THE NATIONAL CREDIT ACT 34 OF 2005

The submitting party must please email the completed application form to [admin@debtsage.co.za](mailto:admin@debtsage.co.za) or fax to 0860 615 8931

### SECTION 1 INFORMATION ON MAIN APPLICANT

Title Mr  Ms  Mrs

Surname

First Names

Identity / Passport N°

Marital Status

Residential address

Telephone (W) N°  (H) N°

Cellphone N°

Email Address

#### Employment Details

Name of Employer

Occupation

Expected Pay Date  (W) N°

No. of Dependents

Ownership of Property Owner  Tenant

### SECTION 1 INFORMATION ON SPOUSE

Title Mr  Ms  Mrs

Surname

First Names

Identity / Passport N°

Telephone (W) N°  (H) N°

Cellphone N°

Email Address

#### Employment Details

Name of Employer

Occupation

**SECTION 2 POWER OF ATTORNEY**

1. I, the undersigned, hereby declare that I have applied for debt review and do hereby nominate and appoint Debt Sage to act on my behalf in negotiating restructured monthly debt repayments with my credit providers.
2. The process of the debt review and the role of the debt counsellor have been fully explained and are clearly understood by me.
3. I understand that while under debt review, I am not to incur any further debt.
4. I understand that I can only apply for credit once a clearance certificate is issued by the debt counsellor, which would not be unreasonably refused.
5. I hereby nominate and appoint Debt Sage with the following powers, for the purposes of executing clause 1) above:
  - i. To obtain and disclose all information regarding my financial position to or from credit providers and credit bureaus.
  - ii. To negotiate a debt restructuring plan with my credit providers.
  - iii. To apply to the Magistrates' Court on the National Consumer Tribunal (NCT) for a consent order to put into effect the debt restructuring plan.
6. I cannot apply for debt counselling with any other debt counsellor, unless all the fees are paid in full.
7. I can only withdraw from debt counselling before I am declared over-indebted (Form 17.2) has been issued by Debt Sage, unless I have obtained a clearance certificate indicating that I am no longer over-indebted.
8. I acknowledge if legal action has already been taken on any of accounts before I am accepted on debt counselling, this account may be excluded from debt counselling process. I am responsible for making payment arrangements for any such accounts on my own.
9. I must make a full rehabilitation payment to the Payments Distribution Agency (PDA) each month on the agreed date as stated on my payment plan. Should I have arrears while under debt review, Debt Sage is entitled to terminate this agreement but shall remain the debt counsellor on record.
10. I agree to pay the following fees as explained to me and which are calculated as follows, all fees are subject to change based on changes to NCR Guidelines issued by the NCR and I acknowledge that the fees referred below may be deducted from my monthly payment to the PDA and will be paid to Debt Sage.
  - i. A once off application fee of R50 (excl. VAT).
  - ii. A once off administration fee of R300 (excl. VAT).
  - iii. A once off restructuring fee of one hundred percent (100%) of my first installment of the debt re-arrangement plan, up to a maximum of R8 000 (excl. VAT) single applications and R9 000 (excl. VAT) for joint applications as per the NCR's Guidelines.
  - iv. A monthly after-care fee of 5% (excl. VAT) of the monthly rehabilitation amount (up to a maximum of R450).
  - v. A monthly transactional payment distribution fee (PDA) as per NCR Guidelines, to a maximum of R15 (incl. VAT) per debt obligation, paid to Hyphen Technologies (Pty) Ltd.
11. I understand that the debt review application will be referred to the Magistrates Court to obtain a court order. Debt Sage cannot be held accountable for the Magistrate's ruling and the final decision is that of the Magistrate.
12. I acknowledge that when my credit providers have accepted the repayment plan and one or more credit providers have not accepted the repayment plan, my debt review application is referred to a Magistrates Court to obtain a court order. The fees are based on a client attorney basis and payable to the attorney. This is payable from Month 2 and may be deducted from my monthly payment to the Payment Distribution Agency (PDA).
13. I acknowledge that all the information in this document is true and correct and that I have read and understood the terms and conditions of this agreement;
14. I indemnify all employees, associates and affiliates of Debt Sage against any claim that may be instituted against such person arising from any act or omission by such person appointed by Debt Sage or its nominee in the lawful execution of the terms and conditions of this power of attorney entered into with myself and confirm that Debt Sage shall not be liable for any damages suffered by me from any act or omission of whatsoever nature, however arising.

Signed at (place)

on this date

D	D	M	M	Y	Y	Y	Y
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Signature of MAIN APPLICANT

Signature of SPOUSE

**SECTION 3 INCOME AND EXPENSES (MONTHLY BUDGET PLANNER)**

<b>INCOME</b>	<b>APPLICANT</b>	<b>SPOUSE</b>	<b>TOTAL</b>
Net Income			
Other Income (specify)			
<b>TOTAL</b>			
Food (no. of people in household)			
Property rent (bond in debt obligations)			
Municipal rates (where prop owned)			
Levies (if applicable)			
Utilities (water, electricity etc)			
Transport (where essential for work)			
Medical expenses			
House Maintenance			
Vehicle Maintenance			
School fees			
Creche/Nanny costs			
Domestic/Gardener			
Telephone			
Cell Phone			
Clothing			
Insurance premiums - car/house			
Insurance premiums - life			
Other (specify):			
<b>TOTAL LIVING EXPENSES</b>			
<b>REHABILITATION CONTRIBUTION</b>			

**SECTION 4 DEBT COMMITMENT**

CLIENT NAME(S):				
CREDIT PROVIDER	TYPE OF CREDIT	ACCOUNT NUMBER	TOTAL OUTSTANDING	MONTHLY PAYMENT
<b>TOTAL</b>				

I, the undersigned, hereby confirm that these are the only outstanding creditors for the debt review application.

Signature of MAIN APPLICANT

Signature of SPOUSE

**SECTION 5 AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS**

**DC PARTNER**

**ELECTRONIC DEBIT MANDATE. AUTHORITY AND MANDATE IN RESPECT OF ALL ELECTRONIC DEBITS.**

Name of Debt Counsellor / NCRDC no: CHARLES SHONAYI NCR DC1295

Name of Account Holder

Bank

Name of Branch  Branch Code

Account N°

Type of Account

Tracking days: 4 days (if applicable - only available on NAEDO and AEDO)

Tick collection type      AEDO       NAEDO       MPS

Frequency                      Monthly       Fortnightly       Weekly

First Debit Date                      thereafter every  of the month

Please note that no other reference than the ID number will be accepted and funds will remain unallocated. DC Partner will take no responsibility should this procedure not be followed.

This signed Authority and Electronic Debit Mandate refers to the Form 16.

1. I/We hereby authorise DC Partner to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the agreement.
2. I/We shall not be entitled to any refund of amounts which was withdrawn while this authority was in force, if such amounts were legally owing to you.
3. 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.
4. I/We agree that although this Authority and Electronic Debit Mandate may be cancelled by me/us. Such cancellation will not cancel my Agreement. Notice of cancellation of this mandate must be done in writing 21 days prior to next deduction.
5. I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

**Important information**

1. A confirmation letter from the bank confirming the account details or bank statement not older than 3 months to be provided.
2. All Debit order forms must be provided in 5 working days before first deduction.
3. I agree to pay any bank charges relating to this debit order instruction.
4. I understand that my monthly payment may increase annually as per my contract with the Debt Counsellor.
5. Electronic debits will be deducted as per selection above to date, amount, type of debit and deduction intervals.
6. The reference which will appear on the client's statement will be the Abbreviated Name: NPDEBTSAGE
7. The Consumer hereby authorises DC Partner (the Payment Distribution Agent) to process the Transaction Processing Fee
8. levied by Nu-Pay (The Payment Distribution Agent's appointed collection agent) in lieu of a Naedo/Aedo collection
9. mechanism selected, and the Payment Obligation due to the Payment Distribution

Signed at (place)

on this date

Signature of Account Holder

**SECTION 6 GIVE REASONS WHICH LED YOU TO BE OVERINDEBTED**


**SECTION 7 DECLARATIONS**

- a. I, the undersigned, have applied for debt review and do hereby nominate and appoint Debt Sage to negotiate on my/our behalf a debt restructuring plan with my credit providers;
- b. The process of the debt review and the role of the debt counsellor have been fully explained and are clearly understood by me.
- c. I undertake to comply with all requests from the debt counsellor to assist him to evaluate my state of indebtedness and the prospects for responsible debt restructuring;
- d. I hereby consent that the debt counsellor may obtain from and disclose my credit information to credit bureaus and credit providers;
- e. I undertake not to enter into any further credit agreements/ not to incur any further debt. I understand that I can only apply for credit once a clearance certificate is issued by the debt counsellor;
- f. I acknowledge that all the information in this document is true and correct and that I have read and understood the terms and conditions of this agreement;

I confirm that I have read this declaration, the Power of Attorney, the Debit Order Mandate Instructions to Hyphen and I understand the content and implications thereof.

I declare that I have full power and authority to enter into this contract.

Signed at (place)

on this date 

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Signature of MAIN APPLICANT

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Signature of SPOUSE

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