

Broker Name and Surname: Flip Van Zyl Cell and WhatsApp number: 067 941 9623

Office number: 012 330 2012

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NCR number: NCRDC3220

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Title:	First	Nam	ies:									Suri	name	me:								
Initials:	ID:															Ethn	nic Gr	oup:				
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Employer:								IIVIL	Employee No:													
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Occupation: Department:																						
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Status: Perman	Part				ontract End Date:						Open Ended Contro											
Salary (HR) Person:					Salary (					ry (H	ry (HR) Tel no:											
AFFORDABILITY ASSESSMENT																						
Gross Salary: Nett Salary:					alary: Other Inc							come	come:									
ONLY LIST THE MONTHLY PAYMENT / INSTALMENT THAT YOU AS APPLICATION MUST PAY PER MONTH										1												
Personal Loans: Clo					Clot	Clothing Accounts:						Car Insta					ll:					
Credit Cards: Fu				Furr	Furniture Accounts:						Home Lo					ans:						
Phone Contract: Ot				Oth	Other Phone Exp:							Rent:										
Municipal Acc: Ele				Elec	Electricity:							Groceries:										
School Fees: Day				Day	Day Care:							After School:										
Transport / Fuel:					Insu	Insurance:									Policies:							
Other:					Oth	er:									Other:							

Creditor Name:					Ou	tstar	nding	g Am	oun	t:	Installment Amount:	Installment Amount:				
							SPO	USE /	PAR'	TNER						
Title:		First N	lames	<u> </u>			1				Surname:					
ID:											Occupation:					
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Name of Bank:							DEI	Branch Name:								
Account Holder:								Branch Code:								
Account Nr:																
Account	NI.									туре	e of Account   Savings   Cheque   Mzanzi	]				



## Declaration

I declare as follows:

- 1) I undertake to comply with all requests from the debt counsellor to assist him/her to evaluate my state of indebtedness and to investigate the prospects for responsible debt restructuring. I consent to Acceptable Debt obtaining my credit record from any/all registered credit bureaus and any other registers which may contain any of my credit information.
- 2) 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:
- The Debt Counsellor rejects my application; or
- The Court determines that I am not over indebted; or
- All my obligations under credit agreements as re-arranged are fulfilled
- 3) I understand that I MUST NOT SIGN ANY DOCUMENTS whatsoever that I receive from any credit provider and shall make no promises, either verbally or in writing, to any of my credit providers.
- 4) I undertake not to hand over any of my assets to debt collectors unless I have first discussed the matter with Acceptable Debt.
- 5) I confirm that the information contained in this document is to the best of my knowledge true and correct.

I declare as that the debt review process has been explained to me and I understand that:

- The debt remains my responsibility and that I must continue making payments to all my credit providers every month notwithstanding the fact that I have applied for debt review. Accounts from service providers and accounts in which legal action has commenced cannot form part of the debt review process and that I am personally responsible for paying them
- I must open a new banking account (savings) and I must arrange for my salary to be paid into the new account. I understand that if I fail to do so, the banks may deduct monies from my account and Acceptable Debt will not be able to assist in obtaining a refund of monies taken.
- I must provide proof of insurance on motor vehicle(s).
- The initial repayment amount calculated by Acceptable Debt may not be sufficient for my credit providers and they may request a higher amount. Acceptable Debt may, therefore, contact me with a request for an increase in the repayment amount.
- I understand and accept the Debt Counseling Fee Structure and understand that my first installment of the debt re-arrangement plan (or part thereof) will be payable to Acceptable Debt for services rendered.
- I understand my debt review application must be finalized with a court order and I authorize Acceptable Debt to instruct an attorney to appear in court on my behalf and I accept full responsibility for the settlement of the legal fees as set out below.
- I understand that if I default on any obligation in terms of the debt re-arrangement plan agreed upon with credit providers, such credit providers may terminate the debt review process and then enforce, by litigation or other judicial process, any right or security they may have under my credit agreements. I also understand that Acceptable Debt may withdraw from my debt review if I default on payments or fail to comply with any reasonable requests. I understand that I will then be required to pay the original installments and interest rates; reduced installments and interest rates will be cancelled, and credit providers can then proceed with legal action against me that may result in judgment being taken and repossession of my assets.
- 6) I understand that a clearance certificate will only be issued after Acceptable Debt is satisfied that I have fulfilled all debt obligations under debt review.
- 7) I understand that there is a duty on me to inform Acceptable Debt of any changes in my residential address, telephone numbers, employer, and income.
- 8) I indemnify all employees and nominees of Acceptable Debt against any claim that may be instituted against it or them arising from any act or omission by such person appointed by Acceptable Debt or its nominee in the lawful execution of the terms and conditions of this agreement entered by myself and confirm that Acceptable Debt shall not be liable for any damages suffered by me resulting from any act or omission of whatsoever nature, however arising. I hereby acknowledge that all lawful actions taken by Acceptable Debt under its powers under this agreement are tacitly ratified by me, and I will be bound by such agreements as principal debtor.

## **Debt Counselling Fee Structure**

All fees are regulated by the National Credit Regulator (NCR). We subscribe to the fee guidelines as prescribed by the NCR. Fees payable are as follows (all amounts, and percentages quoted exclude VAT):

- 1) A Restructuring Fee of an amount equivalent to the first installment of the debt re-arrangement plan to a maximum amount of R6,000 (excl VAT) per application whether it is single or joint. Should you wish to withdraw from the debt review process, a fee equal to 75% of the Restructuring Fee will be payable by you.
- 2) A monthly After-care Fee of 5% (ex-cl VAT) of the monthly installment of the debt re-arrangement plan up to a maximum of R400 (excl VAT) for a period of 2 years, thereafter, reducing to 3% (excl VAT) of the monthly installment to a maximum of R400 (excl VAT) for the remainder of the debt re-arrangement plan.
- 3) To the Payment Distribution Agency (PDA): A monthly Payment Distribution Fee for each amount distributed in respect of each credit agreement included in the consumer's debt re-arrangement plan.
- 4) To Attorneys firm: A legal fee of an amount equivalent to the first installment to a maximum of R6,000 (excl VAT) to start the process to obtain a court order forcing your credit providers to abide by the terms of the debt re-arrangement plan. The deposit is payable in the 2nd month of the application.

Signed at	_(place) on	day of	_(month) of	_(year)
Name of main Applicant:		_Signature of main Applicant		
Name of 2 <sup>nd</sup> Applicant:		Signature of 2 <sup>nd</sup> Applicant		