

**FORM 16**

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

**PART 1 - PERSONAL INFORMATION**

FULL NAMES	
SURNAME	
IDENTITY NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
TELEPHONE NR (WORK)	
TELEPHONE NR (HOME)	
CELL PHONE NR	
E-MAIL ADDRESS	
NAME OF EMPLOYER	
STREET ADDRESS OF EMPLOYER	
OCCUPATION	

**ONLY TO BE COMPLETED IF SPOUSE ALSO APPLIES FOR DEBT COUNSELLING**

SPOUSE'S NAME	
IDENTITY NUMBER	
NAME OF EMPLOYER	
STREET ADDRESS OF EMPLOYER	
TELEPHONE NR (WORK)	
CELL PHONE NR	
E-MAIL ADDRESS	
OCCUPATION	

**PART 2 – INCOME**

**APPLICANT'S INCOME**

*(Please provide copy of the last 3 salary advice)*

Salary	
Overtime	
TOTAL	R

**APPLICANT'S DEDUCTIONS**

PAYE	
UIF	
TOTAL	R

Net Income	R
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**SPOUSE'S INCOME (if married in community of property)**

Salary	
TOTAL	R

**SPOUSE'S DEDUCTIONS**

PAYE	
UIF	
TOTAL	R

Net Income	R
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**PART 3 - MONTHLY COMMITMENTS OTHER THAN DEBT REPAYMENTS**

Monthly Expenses	Applicant 1	Applicant 2
Cell Phone	R	R
DSTV & Television	R	R
Domestic Helper	R	R
Electricity & Water	R	R
Fuel & Transport Expenses	R	R
Household (Groceries & Cleaning Material)	R	R
Life Assurance	R	R
Maintenance	R	R
Medical Aid	R	R
Medical Expenses (not covered by medical aid)	R	R
Parking	R	R
Rates & Taxes	R	R
Rent	R	R
School Fees	R	R
School after care	R	R
Security	R	R
Short Term Insurance	R	R
Telephone & Internet	R	R
Unforeseen Expenses	R	R
Other	R	R
Other	R	R
Other	R	R
Other	R	R
Other	R	R
Other	R	R
Other	R	R
Other	R	R
Other	R	R
Total Expenses	R	R

**Income & Expenses Summary (FOR OFFICE USE ONLY)**

Total Income	R
Total Deductions	R
Total Monthly Commitments	R
Funds available for creditor payments (Surplus / Short fall)	R
Total Debt Repayments	R

APPLICANT/S IS/ARE

**OVER INDEBTED**

**NOT OVER INDEBTED**

## **PART 4 - DEBT OBLIGATIONS**

**(Please provide latest available statement or correspondence received)**

Name of Creditor	Reference (account number)	Total amount outstanding	Monthly installment
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
TOTAL		R	R

## **PART 5 - LIST OF PERSONAL ASSETS**

Assets	Description (address, make & model etc)	Amount
Fixed Property Owned		R
Fixed Property Owned		R
Vehicle (market value)		R
Current Account		R
Investment (e.g., Shares)		R
Investment		R
Investment		R
Personal Effects		R
(Furniture, jewellery, etc.)		R
Cash in Bank		R
Savings		R
Other (Specify)		R
Total Assets		R

## **PART 6 – ADDITIONAL INFORMATION**

<b>Item</b>	<b>Description</b>
1. Maiden Name of Spouse	
2. Marital Status & How	
3. Number of Dependants	
4. Age & Relationship	
5. Your Employment Period	
6. Spouse Employment Period	
7. Period at Current Address	
8. Owner / Tenant	
9. Salary date Applicant / Spouse	
10. December Salary Date	
11. Current banking details - Bank	
- Account Number	
- Type of account	
12. Referred by	

## **PART 7 - DECLARATION BY THE CONSUMER**

I DECLARE AS FOLLOWS:

- (1) Reason for difficulty in satisfying the debt obligations


- (2) 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;
- (3) I/We hereby consent to the submission of my information to all registered credit bureaus by the debt counsellor;
- (4) I/We also consent that the Debt Counsellor may obtain my credit record for any/all registered credit bureaus and any other registers which may contain any of my credit information;
- (5) I/We undertake not to enter into any further credit agreements, as contemplated in Section 88 of The National Credit Act, other than a consolidated agreement, with any credit provider until one of the following events have-occurred:
- a. The Debt Counsellor rejects my application;
  - b. The court determines that I am not over-indebted; or
  - c. All my obligations under credit agreement as re-arranged are fulfilled;
- (6) I/We confirm that the information contained in this document is, to the best of my knowledge, true and correct.
- (7) I/We herewith consent to the service of all Legal Documentation to me by way of the email address, alternatively the fax number, alternatively to service by registered mail to my postal

address, or to all the above addresses or contact numbers as indicated by me on this application form, alternatively by hand.

- (8) I/We herewith confirm that I have been informed about all the fees applicable to this application and have been informed that the Debt Counselling Process will be terminated if the fees are not paid.

- (a) Please refer to Appendix 1 for detailed Debt Counsellor Fee structure which fee is payable at the end of the 1<sup>st</sup> month as regulated by the National Credit Regulator.
- (b) Please refer to Appendix 1 setting out the services to be rendered by the Debt Counsellor.
- (c) Payment of the Attorneys fees are paid at the end of the 2<sup>nd</sup> month. Attorneys' fee structure as follows:

- Up to R6,000-00 for bringing applications and additional fees will be charged for court application outside Tshwane Area.

OR

R 1121-14 for A National Consumer Tribunal consent order.

- (d) Payments to your creditors (via the Payment Distribution Agent – Hyphen) must be affected as arranged by the Debt Counsellor irrespective whether such payments have been accepted by the creditors or not pending finalization of the debt re-arrangement order in court. The fee structure of the PDA is as follows:

- o R0.01 to R99.99 = No PDA charge
- o R100.00 to R200.00 = R5.00 inclusive of VAT
- o R200.01 to R500.00 = R10.00 inclusive of VAT
- o R500.01 and upwards = R15.00 inclusive of VAT

- (e) I hereby instruct the Debt Counsellor to, during the over-indebtedness assessment, to also investigate whether any of the credit agreements have been granted recklessly and to take such actions to have such a credit agreement declared as reckless lending. I confirm that I was informed that such an investigation will attract an additional fee as prescribed by the NCR as per Appendix 1 attached hereto.

- (9) I/We herewith confirm that I/We have been informed that:

In terms of the National Credit Act may a Debt Counsellor only remove the debt counselling process once the following occurred:

The consumer/s has/have satisfied all the obligations under every credit agreement that was subject to that debt re-arrangement order or agreement, in accordance with that order or agreement;

Upon receipt of all paid letters will the debt counsellor issue a clearance certificate and instruct the credit bureau to remove the process from the credit record.

PLEASE NOTE

A CREDIT PROVIDER HAS THE RIGHT TO TERMINATE THE AGREEMENT REACHED IF THE CONSUMER DOES NOT ADHERE TO THE AGREEMENT. THIS TERMINATION DOES NOT TERMINATE THE DEBT COUNSELLING PROCESS AND WILL REMAIN IN PLACE UNTIL THE ACTION UNDER CLAUSE 1.10.3.2 HAS TAKEN PLACE.

**Consent in terms of the Protection of Personal information Act 4 of 2013 ("POPI Act")**

**LEOCORP DEBT COUNSELLORS' COMMITMENT TO YOU IN TERMS OF THE POPI ACT**

1. Leocorp Debt Counsellors (herein further referred to LCDC) recognise the importance of protecting your privacy and is committed to protecting and preserving your personal information and that of your consumers in accordance with the Protection of Personal information Act 4 of 2013 ("POPI Act").
2. We refer to information about you and your personal information and that of your credit providers provide to us and/or captured on our system in order to carry out our services to you, from which you or your credit providers would be directly or indirectly identifiable as a data subject on our system and correspondence going forward. We may also collectively refer to collecting, receiving, recording, organising, sorting, updating or modifying, handling, or using your personal information and that of your credit providers with consent as "processing" such personal information.
3. As you have provided your information to us at the commencement of our relationship with you for the purpose of providing debt counselling and related services, we will continuously ensure that we abide by the regulations of the POPI Act.
4. This communication explains how we process your personal information.
5. **COLLECTION OF PERSONAL INFORMATION**
  - a. LCDC only processes personal information that is adequate, necessary, relevant, and is not excessive. We may collect personal information from you in the course of:
    - b. our relationship with you
      - i. rendering our services to you
      - ii. and our marketing activities.
    - c. Such personal information may include personal details (such as your name and identity number), contact details (such as your email address, postal address, physical address and contact number) and financial information (such as bank statements)
6. **HOW WE USE YOUR INFORMATION**
  - a. We will use your personal information only for the purposes for which it was collected and will be processed for that purpose only
  - b. The personal information we have collected from you is necessary
    - c. to provide our business, and related services to you;
    - d. to administer, manage and develop such services;
    - e. to confirm, verify and update your details from time to time;
    - f. to provide marketing material to you including our newsletters and related notifications, our mailings and correspondence, our digital marketing campaigns and/or any other marketing activities;
  - i. to conduct market or customer satisfaction research or for statistical analysis;
  - ii. to conduct credit reference searches or verification;
  - iii. for audit and record keeping purposes;
  - iv. in connection with legal proceedings; and
  - v. to provide communication in respect of any business, legal or regulatory matters that may affect you.

- g. We will not retain your Personal Information for longer than is necessary to achieve the purpose for which we collected it, unless there is a lawful basis or legal requirement for us to retain your Personal Information for a longer period.

7. DISCLOSURE OF YOUR PERSONAL INFORMATION

- a. We may disclose your personal information to a credit and / or service and / or affiliated service providers who may be involved in the delivery of our services to you.
- b. We require that our service providers take appropriate, reasonable, technical and organisational measures to keep your personal information secure and not use or disclose the personal information for any purpose other than providing the services on our behalf.
- c. Our third party service providers may be based outside of the country which you are located. In such event, or should we require to transfer or store your personal information at a destination outside of the country at which you are located, we will take reasonable organisational and/or contractual measures to ensure that your personal information is processed by such third party service providers for the purposes for which it has been provided to us and that adequate levels of protection substantially similar to the requirements of the POPI Act have been implemented by such third party service providers to safeguard your personal information.
- d. We may also disclose your personal information:
  - i. when explicitly requested by you;
  - ii. where we have a duty or a right to disclose in terms of law;
  - iii. where we believe it is necessary to protect our rights.
  - iv. safeguarding your information
    - v. where we believe we have a legitimate limited business interest; and
  - vi. any other relevant and necessary third party provider.

8. MARKETING ACTIVITIES

- a. Should you wish to unsubscribe from our mailing list, you should look for and follow the instructions we have provided in the relevant communications to you. If you unsubscribe from our mailing list, we may retain limited information sufficient to identify you so that we can honour your opt out request. If you wish to no longer receive only certain communications, please identify such communications in your request.

9. YOUR RIGHTS IN RELATION TO YOUR PERSONAL INFORMATION

- a. The personal information you provide to LCDC should be accurate, complete and up-to-date. Should any of your personal information change, please notify Maximus of such change and provide the correct personal information.
- b. You are entitled to –
  - i. request access to your personal information held by LCDC in accordance with our Information Access Request Manual on request,
  - ii. object to the processing of your personal information;
  - iii. withdraw your consent to the processing of your personal information;
  - iv. withdraw your consent to receive any marketing material;
  - v. request the correction or amendment of incorrect personal information held by LCDC ;
  - vi. request deletion of your personal information held by LCDC ;
  - vii. restrict the processing of your personal information held by LCDC;
  - viii. request receipt by LCDC , or transfer from Maximus , of your personal information from or to another organisation; and
  - ix. seek relief to your local data protection authority should any of your privacy rights be violated.

10. RETENTION OF PERSONAL INFORMATION



- a. Records of your personal information will not be retained or stored for any longer than is necessary for achieving the purpose for which such information was collected or subsequently processed in accordance with Data Retention Storage and Disposal Policy and any applicable laws.

11. SECURITY AND NOTIFICATION

- a. We will take all appropriate, reasonable, technical and organisational security measures to protect your personal information that is in our possession to prevent loss of, damage to or unauthorised alteration or destruction of your personal information or unlawful access to or processing of your personal information in accordance with the applicable law. Only authorised persons are provided access to your personal information and such individuals have agreed to maintain the confidentiality of this information.
- b. Should we reasonably believe that your personal information has been unlawfully accessed or acquired by any unauthorised persons, we will notify the relevant regulator and you, unless we are made aware that notifying you will impede a criminal investigation.  
Should you require more information about how LCDC processes your personal information, please contact us via [mauritz@leocorp.co.za](mailto:mauritz@leocorp.co.za)

# THE DEBT COUNSELLING FEE GUIDELINES 2018



001/2018  
22 FEBRUARY 2018

## DEBT COUNSELLING FEE STRUCTURE 2018

STEP	SERVICES	AMOUNT (excl. VAT)	BY WHEN IT SHOULD BE PAID
1. Application Fee	Completion and submission of the Form 16.	R50.00 (as prescribed).	Upfront and in full.
2. Administration Fee (New fee)	(a) Consultation with consumer, including explanation of process and fee disclosure; (b) Form 17.1 process; (c) Loading consumers on the DHS*; and (d) Rejection process as per the Form 17.2(a) including: (i) Notifying the consumer and credit providers; (ii) Updating the DHS; and (iii) Compliance with Regulation 25.	R300.00 per debt counselling application.	Upfront and in full.
3. Determination Fee:	The fees under this item are aligned to the outcomes of the full assessment of the consumers' financial information.		
3.1 Restructuring Fee	Attending to the Form 17.2(b) process including, but not limited to, the following related services: (a) Proposal preparation; (b) Loading the plan on the debt counsellor's PDA*** profile; (c) Negotiating with credit providers; (d) Submitting the final proposal; (e) Supplying debt counselling documents to the attorney to draft the court application; (f) Updating the DHS; (g) Transferring the consumer; (h) Instructing the attorney to draft the court application/collating and filing NCT****application; and (a) Withdrawal by consumer (Form 17.W process).	For one applicant: (a) the fee is either equal to the distributable amount** or a maximum fee of R8 000.00, (b) whichever amount is the lesser.  For consumers married in Community of Property: (a) the fee is either equal to the distributable amount or a maximum fee of R9 000.00, (b) whichever amount is the lesser.	Payable in Month 1 after drafting and submission of the proposals.

<b>3.2 Reckless Lending Fee (New fee)</b>	(a) Reckless lending assessment; and	R1 500.00 per debt counselling application.	Payable in Month 2 after completing the written outcome of the reckless lending assessment.
	(b) Supplying reckless lending documents to the attorney to draft the affidavit on the assessment outcome.		
<b>4. After Care Fee</b>	Services including the following: (a) Form 17.2(c) process; (b) Review of the consumer's financial situation; (c) Attending to payment queries; (d) Clearance process, including securing the paid-up letters; (e) Withdrawal by consumer (Form 17.W process); and (f) Updating the DHS.	For the entire debt counselling process: (a) The fee is equal to 5% of the distributable amount or a maximum fee of R450.00, (b) whichever amount is the lesser.	Payable in every month after Month 2 in which after care services are rendered.
<b>6. NCT Submission Fee</b>	Submission of the NCT application.	R500.00 (excluding the NCT filing fee).	Charged and payable in Month 2 after completion of the restructuring process
<b>7. Attorney Fee</b>	(a) Drafting of the court application; and	To be agreed upon upfront with the attorney and communicated in writing to the consumer when applying for debt counselling.  Debt counsellors are advised to negotiate that the legal fee be aligned to the disposable income of the consumer where possible.	Payable to the attorney only after: (a) one or more credit providers have not accepted the repayment plan; (b) the attorney has drafted the court application; and (c) the attorney has attended the hearing of the court application:
	(b) Attendance at court.		

Signed at  on this day

Signature of Declarant/s

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Signature of Debt Counsellor