



Credit Salvage  
Debt Counselling Services

**Credit Salvage Debt Counselling Services**

Quinten Kletschke Registered Debt Counsellor  
NCR No: NCRDC2338  
Form 16

PO Box 5725  
Cresta 2118  
Tel : 0861692733  
Fax : 0865374733  
Email : quinten@creditsalvage.co.za  
Website : www.creditsalvage.co.za  
Date Updated 12 February 2015

**NATIONAL CREDIT REGULATOR**

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

**Please note that:**

- 1) On receipt of this application the Debt Counsellor will advise all credit providers and all registered credit bureaus.
- 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.
- 5) All Payments need to be made directly to the PDA trust account.  
The Debt Counselor will provide you with the banking details of the PDA - DC Partner

**"You must gain control over your money or the lack of it will forever control you."**

"Dave Ramsey"

**DEBT CAN BE OVERCOME!!!!!!**

**Good News**, we at Credit Salvage debt counselling Services are committed in assisting you with professional legal solutions to overcome your debt problems. Our staff are highly trained with years of experience and we will assist you in managing your finances until you have completely broken the debt cycle and become ultimately debt free. We will assist you with an affordable budget plan, one which you can live on, and one that you can afford without having to struggle.

**The Process** (Please enquire further if you are unclear of anything)

**Step 1:** Please complete attached form 16. Application fee payable R50

**Step 2:** We will liaise with the credit Bureaux that you have applied for debt counselling: Once you are under debt counselling **NO CREDITOR MAY INSTITUTE LEGAL ACTION AGAINST YOU**. You will be fully protected.

Also for the next 60 days during the process **NO CREDITOR MAY INSTITUTE LEGAL ACTION AGAINST YOU**

**Step 3:** We will be requesting information from all your credit providers and we will receive certificate of balances. Once we do over-indebtedness assessments we will then restructure a new affordable debt repayment plan with reduced monthly installments



# Credit Salvage

## Debt Counselling Services

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Date 23 April 2014

At this stage you will be asked to stop all your debit orders and to close your bank account. You will then have to open a new savings account. If you have a current account and overdraft we will include this in the new debt repayment plan.

You will have to advise your employer of the new bank details for the transfer of your salary to the new savings account.

**Step 4:** This proposal will be sent to your credit providers and if accepted it will be made an order of court (magistrate court) and all must abide by the new repayment plan. If our new repayment plan is not accepted we will take the matter to court for a magistrate to consider.

**Step 5:** Once accepted your new lower monthly installment will be deducted from your bank account through a registered NCR payment distribution Agent who will then pay all your creditors following our repayment guide.

**You will effectively have ONE installment to pay ALL CREDITORS.** No more multiple debit orders, multiple loans.

Should you receive any calls from your creditors please refer them to us. We will handle any queries they might have. We will work for you.

**Step 6:** Once all your debt has been repaid we will issue you with a clearance certificate and we will liaise with the credit bureaux advising them of such. You may then apply for credit again

### How much will it cost me?

1. An application fee, limited to the amount prescribed in terms of Schedule 2 (2) of the Act, recoverable directly from the consumer upon receiving an application for debt review; Which is no more than R50
2. A rejection fee of R300.00 (excluding VAT) in respect of consumers whose applications have been rejected in terms of section 86(7)(a);
3. A restructuring fee of the lesser of the first instalment of the debt re-arrangement plan or a maximum of R6000.00 (excluding VAT), in respect of a consumer whose applications have been accepted in terms of 86(7) (b) or 86(7) (c). (Should a joint application be required, the fee can be increased to a maximum of R6000.00 (excluding VAT).

### The Fee Structure (As laid down by the NCR)

All fees quoted are maxed amounts and will be Included in the Repayment Plan. Amount will be based on new monthly repayment plan and may not exceed the amounts shown here

Registration Fee	R 50	Upfront	PDA Fee	Min	R 50
Application Cost				Max	R 500
	Single (Max)	R 6 000			
	Double (Max)	R 6 000			
Legal Fee	Min	R 750	DC after Care Fee	Max	R 400
	Max	R 6 000			



# PART 1 - PERSONAL INFORMATION

## Primary Applicant

## Secondary Applicant

Full names and surname:

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NCR number:

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Referrer:

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Identity number:

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Passport number:

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Marital Status:

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Physical Address:

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Postal Address:

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Telephone number (work):

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Telephone number (home):

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Cell phone number:

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E-mail address (if any):

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Name of employer:

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Address of employers:

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Date Employed

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Salary Pay Date

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### Dependants - Primary Applicant

Name	Age	Relation	Identity no.

### Next Of Kin

<b>Name:</b>
<b>Address:</b>
<b>Telephone number:</b>

### Next Of Kin

<b>Name:</b>
<b>Address:</b>
<b>Telephone number:</b>

Place where you Live

Owned	Rented	Live with Relatives
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## PART 2 - INCOME

(Please attach a copy of your salary Advise)

MainApplicant

Partner

Gross Salary:

\_\_\_\_\_

\_\_\_\_\_

Bonuses:

\_\_\_\_\_

\_\_\_\_\_

House Allowance:

\_\_\_\_\_

\_\_\_\_\_

Interest received:

\_\_\_\_\_

\_\_\_\_\_

Mantenance:

\_\_\_\_\_

\_\_\_\_\_

Overtime:

\_\_\_\_\_

\_\_\_\_\_

Personal Gifts:

\_\_\_\_\_

\_\_\_\_\_

Rent Received:

\_\_\_\_\_

\_\_\_\_\_

Second Job:

\_\_\_\_\_

\_\_\_\_\_

Subsidies and Grants:

\_\_\_\_\_

\_\_\_\_\_

Other Income:

\_\_\_\_\_

\_\_\_\_\_

Other Income(specify the source):

\_\_\_\_\_

**Total Income:**

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**Deductions:**

Medical Aid

\_\_\_\_\_

Pension Fund

\_\_\_\_\_

Loans

\_\_\_\_\_

Union Subscription

\_\_\_\_\_

Insurance

\_\_\_\_\_

Group Life

\_\_\_\_\_

Garnishes/Admin Order

\_\_\_\_\_

Funeral Policy

\_\_\_\_\_

PAYE

\_\_\_\_\_

UIF

\_\_\_\_\_

RA'S/Endowment

\_\_\_\_\_

SITE

\_\_\_\_\_

Other

\_\_\_\_\_

Other

\_\_\_\_\_

Other

\_\_\_\_\_

Other

\_\_\_\_\_

Other

\_\_\_\_\_

Other

\_\_\_\_\_

**Total Deductions:**

=====

**Deductions to be removed:**

R

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### PART 3 - MONTHLY COMMITMENTS

(Please list all monthly commitments other than outstanding debt, i.e. school fees, travelling costs, medical expenses.

Commitment	Current Monthly expense	Proposed Monthly expense
Assurance		
Credit Insurance		
Credit Life Insurance		
Pension and Risk Benefits		
Medical		
Bank Charges		
Bread and Milk		
Cellphone		
Clothing		
Contingencies		
Domestic Worker		
Entertainment		
Family Expenses		
Garden Services		
Groceries and Cleaning		
Meat		
Rates and Taxes		
Rent		
School Fees		
Security		
Telephone		
Toiletries		
Transport		
TV License		
Water and Electricity		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		

Less commitments		
<b>Available for distribution:</b>		

# PART 4 - DEBT OBLIGATIONS

(Please provide copies of all outstanding balances due)

Debt Commitment (i.e. personal loan)	Name of creditor	Total amount outstanding	Monthly Commitment
<b>Total</b>			



## PART 5 - OUR FEES DISCLOSURE

We as your Debt Counsellor may receive the following amounts in respect of consumers who have applied for debt counselling:

1. An application fee - limited to the amount prescribed in terms of Schedule 2(2) of the Act, recoverable directly from the Consumer upon receiving an application for debt review. This amount is R50
2. A rejection fee of R300 (excluding VAT), in terms of section 86(7)(c), for Consumers whose applications have been rejected.
3. A Restructuring fee of the lesser of the first instalment of the debt re- arrangement plan and the maximum of R6000.00 (excl. Vat) in respect of a consumer whose applications have been accepted in terms of Section 86(7)(b) or Section 86(7)(c). In the event of a joint application, the fee may be increased to R6000.00.
  - 3.1. 100% of the fee is payable on the first instalment.
4. Should a Debt Counsellor fail to submit proposals to Credit Providers or refer the matter to a Tribunal or a Magistrates Court within 60 days from the date of the debt review application, the Debt Counsellor has to refund 100% of the fee paid by the Consumer (excluding the application fee)
5. A monthly care fee of 5% (excl. Vat) of the monthly instalment of the debt re - arrangement plan, up to a maximum of R400 for the first 24 months, reducing to 3% (or a max of R400) for the remaining period.
  - 5.1. Payment of the monthly after-care fee is to commence in the 2nd month after the amount in 3.1 above has been paid.
6. Should a consumer withdraw from the process after completing stage 3 above, a fee of 75% of the restructuring fee is payable.
7. A legal fee for a consent order of R 750.00. The legal fee for the consent order may only be deducted in the 2nd month after the amount in 3.1 above has been paid. If the consumer's affairs cannot be resolved through a consent order, and there are additional costs for further legal processes, these need to be separately negotiated with the client.

## PART 6 - DECLARATION BY THE CONSUMER/S

**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/our 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.
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
5. I understand that I must not sign any documents whatsoever that I receive from my credit providers, and shall make no promises, either verbally or in writing, to any of my credit providers.
6. I/We confirm that the information obtained in this document is, to the best of my/our knowledge, true and correct.
7. I/We the undersigned consumer/s hereby agree and undertake to keep the Debt Counsellor indemnified against all loss or damage from any cause arising which I/ we may sustain as a result of the application in terms of Section 86 of the National Credit Act 34 of 2005
8. I/We confirm my instructions to the Debt Counsellor to investigate reckless credit in respect of all my credit agreements and to furthermore instruct the Debt Counsellor to seek a declaration of reckless credit on my behalf should reckless credit be evident.
9. I/we hereby confirm that the Debt Review Process and Debt Counselling Fee Structure has been explained and is understood and accepted.
10. Furthermore I/we undertake to make the interim payments as reflected in the Payment Schedule pending the finalisation of the Consentor Court Order and that failure to do so can result in the termination of the Debt Review application by the Debt Counsellor or Credit Providers.
11. I hereby confirm that by signing this declaration, I enter into a mandate agreement with the debt counsellor willingly, in terms whereof the Debt counsellor has the power to terminate this mandate for default on my part. I hereby confirm that I have been informed that the National Credit Act does not provide for termination by a debt counsellor, but that mandate agreements such as these are regulated by common law principles and that I accept this mandate agreement in terms thereof.
12. I/we hereby choose as my/our domicile citandi et executandi (legal address for all notices) for the purposes of giving notice, the serving of any process and for any purpose arising from this agreement:
13. I/we hereby agree to pay all legal costs and expenses of whatsoever nature on an Attorney and Client basis including collection commission, tracing agent charges, letter of demand costs or any other disbursements incurred by the Debt Counsellor employed by in the event that the Professional Fee, the after-care fee or the Legal Fee is not paid by me/us and action is instituted against me/us.
14. I/we agree that the amount owing in terms of this agreement at any time shall be determined and proved by a certificate signed by any one of the Company's authorized representatives whose appointment, qualification and authority need not be proved . I/we irrevocably waive and abandon any right to call upon the Company in any litigation or other proceedings to furnish security for costs.

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Signature

Signed at(place).....on this day.....of(month).....year.....

1. Signature.....

2. Signature (if joint application).....

Debt Counsellor



**Quinten Kletschke**



**Important to NOTE:**

To expedite the process quickly and without hassles please supply the following documents with your application in order for us to assist you in the best manner possibly

Latest payslip (If you earn irregular income eg overtime etc pls assist with 6 months payslips

Copy of ID/ id's

Bank statement/s

Please ensure you correctly and accurately complete the forms and do not leave anything out.

Please sign each page of this document