

## DECLARATION BY THE APPLICANT

I hereby apply for the debt review process to be commenced on my current financial affairs.

I am of firm belief that I cannot meet all of my present financial commitments and obligations and state the following:

1. I understand that this application is the beginning of an extended process and in no way gives any guarantee that my application will be accepted or processed successfully.
2. I hereby undertake to give my full co-operation in this process and will submit any and all documents and information that might have an impact on the result of this application as well as any and all legal documentation that I have in my possession with regards to this application. I also undertake to comply with all requests from the DC to assist him/her to evaluate my state of indebtedness and the prospects for reasonable debt restructuring.
3. I understand that if I do not co-operate in this process, withhold information and/or documentation that will influence the result this review and/or give false representation to my budget, this application will immediately be terminated/rejected and that I will remain responsible for any and all cancellation fees.
4. I hereby consent to the submission of my information to all registered credit bureaus by the DC. I also consent that the DC may obtain my credit from any/all registered credit bureaus and any other registers which may contain any on my credit information.
5. I will inform the advisor of any calls, sms, messages, telephone calls and letters/accounts that I receive. I understand that my creditors will still contact me with regards to my accounts and payments and that I must refer all such enquiries to the DC assisting me.
6. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider until a) The DC rejects my application; or b) The court determines I am not over-indebted; or c) All my obligations under credit agreements as re-arranged are fulfilled.
7. I was explained the power-of-attorneys enabling the DC and the appointed associates to conduct and conclude my application for debt review.
8. I specifically understand that certain accounts will not be included in this process because of legal actions already taken by the creditors and/or any other reasons. Each account will be considered by the advisor and I will be notified which accounts will remain my responsibility if and when this review process has concluded, either by finalization or rejection.
9. I understand that it is VERY IMPORTANT to change my bank account immediately to a neutral bank where I do not have any account and where my creditors cannot claim monies from such an account. If the creditors do claim monies from my existing account I cannot hold the DC responsible for claiming back such monies from the bank or the creditor claiming the money. If I opened a new account and monies are withdrawn from that account by a creditor, the DC will assist with the claim-back of such monies, but no guarantees can be given in this regard.
10. I understand that I must make full and timeous payments of the new installment as determined by the DC. If I do not make payments as instructed, the process will be cancelled and my creditors can proceed with any further legal action against me, including further fees, costs and interest.
11. I am aware of all the fees for this review and all fee structures was explained to me comprehensively.
12. If I do not start making payments, or stop them without cancellation in writing, I will be liable for the full restructuring fee plus costs and interests.
13. I understand that I can cancel this application and process only in writing and that a cancellation letter will only be issued once all fees are paid-up if and when applicable.
14. I undertake to inform the Debt Counsellor if my income or expenses change with more than 10%.
15. I undertake to inform the Debt Counsellor of any extra amount I receive, if it is more than 10% of my salary (ex inheritance, pension or policy, payouts, bonus, increase in salary etc).
16. I undertake to inform my Debt Counsellor of any change of address and /or cell phone number.
17. I acknowledge that the debt counsellor brings this application on my behalf. I hereby indemnify the debt counsellor of any cost order that may be given against him. Any such payment may be deducted from my monthly payments, before Credit Providers are paid, or any other action can be taken to recover these costs.
18. I undertake to pay the monthly amounts calculated by my Debt Counsellor and acknowledge that failure to make prompt payments, entitles the Debt Counsellor to terminate this debt review and restructuring process.
19. I confirm that the information obtained in this document is to the best of my knowledge true and correct.

**Signed at** \_\_\_\_\_ **on this** \_\_\_\_\_ **day of** \_\_\_\_\_ **201** \_\_\_\_\_

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**Signature (1st Applicant)**