



**SOLIDARITEIT
SOLIDARITY**

APPLICATION FOR DEBT COUNSELLING BENEFIT

PERSONAL PARTICULARS

SURNAME: _____

FULL NAMES: _____

ID NUMBER _____

GENDER: MALE FEMALE **OCCUPATION:** _____

POSTAL ADDRESS: _____

_____ **CODE:** _____

STREET ADDRESS: _____

_____ **CODE:** _____

TEL (H): _____ **TEL (W):** _____ **CELL:** _____

FAX: _____ **EMAIL ADDRESS:** _____

DATE OF JOINING SOLIDARITY: _____ **MEMBER NUMBER:** _____

ALTERNATIVE CONTACT PARTICULARS OF NEXT OF KIN / FRIEND:

SURNAME: _____ **NAME:** _____

TEL: _____ **CELL:** _____



SOLIDARITEIT
SOLIDARITY

MANDATE

I, _____
(Full names and surname)

with ID number _____, hereby authorise Solidarity to hand my request for the Solidarity debt counselling benefit to DebtGrip (Pty) Ltd (“DebtGrip”), being the recognised and authorised service provider for the Solidarity debt counselling benefit, with a view to determining whether I qualify for debt counselling as contemplated in the National Credit Act, No 34 of 2005.

- I take note of the fact and agree that should I, at any time after I applied for the benefit up to and including the completion of the debt counselling process, not be a fully paid-up member, I shall not be able to claim the benefits resulting from the Solidarity debt counselling benefit and DebtGrip shall be entitled to recover from me the rebate amount on the initiation fee as determined by the National Credit Regulator from time to time, that is granted to Solidarity members as part of the debt counselling process, and such rebate shall be deemed to be a further debt that may be recovered from me before completion of the debt counselling process and before I may receive a clearing certificate as contemplated in the National Credit Act.
- I take note and accept that, at all times, I have to disclose and make available all information as requested by DebtGrip so as to enable DebtGrip to conduct the investigation into my overindebtedness, if any, and to launch and successfully complete the debt counselling process.
- I hereby indemnify Solidarity and/or any of its employees against any negligence in dealing with my application for debt counselling and the completion of such counselling and I undertake not to institute any claims of any nature whatsoever against Solidarity resulting from dealing with any matter that may arise on my behalf.
- I abide by the decisions and advice of DebtGrip to decide whether it would be appropriate in the circumstances to proceed with an application for debt counselling.
- By signing this document, I declare irrevocably that I have read and understand the content of this mandate form and in particular Annexure B and that it is binding on me and peremptory.

Signed at _____ on this the _____ day of _____ 20__

SIGNATURE



Annexure B

IMPORTANT INFORMATION FOR MEMBERS

- DebtGrip (Pty) Ltd (“DebtGrip”) is Solidarity’s recognised service provider for offering the debt counselling benefit to members of the trade union.
- Paid-up members are entitled to request the debt counselling benefit.
- The decision on whether a member is overindebted, as contemplated in the National Credit Act, No 34 of 2005, as amended (“the National Credit Act”), following due determination, lies exclusively with DebtGrip.
- Only a person who has been found to be overindebted and who qualifies for debt counselling, following due investigation by DebtGrip and as contemplated in the National Credit Act, will be able to make use of the debt counselling benefit.
- If the member qualifies for debt counselling following a proper investigation by DebtGrip, the member will be required to sign and deliver to DebtGrip all the necessary documents supplied to the member to launch the process of debt counselling.
- Your membership fees have to be fully paid up for the period while you are under debt counselling and it is your own responsibility to scrutinise your bank statements/salary advice every month to check that your membership fees are indeed being deducted, unless your membership fees have been structured as part of your debt payment instalment that is paid every month to the nominated Payment Distribution Agent as contemplated in the National Credit Act.
- DebtGrip will offer the following as benefit to members as the Solidarity debt counselling benefit:
 - A free credit report and analysis and explanation of such report to the member
 - A free investigation of the debt position of the member and an investigation to determine whether the member qualifies for debt counselling, as contemplated in the National Credit Act.
 - If the member qualifies for debt counselling and for the debt counselling benefit in accordance with the terms and conditions of the trade union, the initiation fee for debt counselling for qualifying Solidarity members will be charged at 50% of the initiation fee as determined from time to time by the regulations of the National Credit Regulator.
 - The completion of the debt counselling process on behalf of the member, including charging fees for bringing a court application, if necessary, as well as charging a monthly after-care fee.
 - Obtaining a clearance certificate on successful completion of the debt counselling process.
 - Ensuring the recording of the appropriate information on the member’s credit profile on completion of the debt counselling process.
- The average time for completing the debt counselling process is approximately four years.
- Please see the flow diagrams on www.debtgrip.co.za, setting out the course of the debt counselling process.

(Please keep a copy of this annexure.)