

Loan Approved By:

BS”D

A/D Page 1 of 9

ACKNOWLEDGEMENT OF DEBT

1. We the undersigned,

and

(“the debtors”) (**PLEASE PRINT BOTH FULL NAMES**)

do hereby acknowledge that we are jointly & severally truly and lawfully indebted unto and in favour of:

THE RAMBAM CHARITABLE TRUST

(Master’s Reg. No. I.Trust 5367/95 PBO 18/11/13/2339 N P O Reg. No. 035-622)

(“the creditor”)

In the amount of R

being in respect of monies lent and advanced by the creditor to the debtors on the day of 20

2. We undertake to repay the aforesaid amount, free of interest, as follows:
3. All installments shall be paid, free of deductions, at the offices of the creditor, **1 Ligo Court, 15 Anne Street, Sandringham, Johannesburg.**
4. In the event of any one payment not being made on due date, the full balance then outstanding shall immediately become due, owing and payable.
5. We confirm that this acknowledgement of debt shall not be construed a promissory note in terms of Section 87 of the Bills Exchange Act, No 34 of 1964.
6. There shall be no variation or amendment to this Acknowledgement of Debt, unless reduced to writing and signed by both the creditor and the debtors.

CONSENT FORM

- 7.1 The Rambam Charitable Trust (“the Trust”) undertakes, at all times, to ensure that the collecting, processing and/or storage of personal information is performed in accordance with the Protection of Personal Information Act, 4 of 2013 (“POPIA”).
- 7.2. The debtors/surety acknowledges that he/she/it is aware that:
 - 7.2.1 the Trust will collect, receive, record, organize, collate, store, update, disseminate, restrict, degrade, erase or destroy (all of which is collectively referred to as (“processing” or “processed”) personal information of the debtor/surety;
 - 7.2.2 in terms of POPIA the following rights with regard to his/her/its personal information that is collected, processed and/or stored by the Trust;
 - 7.2.2.1 to access the information at any reasonable time for purposes of confirmation and rectification thereof;
 - 7.2.2.2 to object to any further processing of his/her/its personal information; and
 - 7.2.2.3 the right to lodge a complaint with the Information Regulator.
- 7.3. The debtor/surety, by signing this document, hereby consents to the lawful use of his/her/its personal information submitted to the Trust and confirms that such personal information is supplied voluntarily, without undue influence or duress from the Trust or from any other party.
- 7.4. The Trust’s Privacy Policy in terms of the POPIA can be viewed on its website: www.rambam.co.za.
- 7.a In the event of any dispute arising from this Acknowledgement of Debt, we hereby consent to the Beth Din of Johannesburg being the sole arbitrator in such dispute and we will accept the Beth Din’s decision as final and binding. The foregoing is without prejudice to the Trust’s rights to enforce compliance with my obligation/s to make payment in terms of this acknowledgement of debt in the appropriate Civil Court.
- 7.b We hereby consent to the jurisdiction of the Magistrates Court in respect of any action arising here from.

8. We choose DOMICILIUM CITANDI ET EXECUTANDI for all purposes at:-

Home Address: _____

9. Work Address: _____

- 10.a We confirm that we are presently in a financial position to repay the loan that we have applied for from the creditor in monthly installments as set out in paragraph 2 above.**
- 10.b The information contained in our income & expenditure and assets & liabilities schedule on pages 7 & 8 is true & correct.**
- 10.c We hereby acknowledge that the creditor is exempt from the provisions of the National Credit Act No.34 of 2005.**
- 10.d We hereby confirm that as at date hereof we are not receiving debt relief nor have we applied for debt relief pursuant to the provisions of the National Credit Act No.34 of 2005.**
- 11. the decision to grant or decline the loan to the debtor/s shall be in the sole and absolute discretion of the Trustees of the creditor who shall be under no obligation whatever to give any explanation (written or oral) for the decision they have made in this regard.**

DATED AT JOHANNESBURG ON THIS THE _____ DAY OF
_____ 20

AS WITNESSES:

1. _____

2. _____

RECIPIENT & DEBTOR (1)

RECIPIENT & DEBTOR (2)

YOUR PERSONAL DETAILS

1. FULL NAME: _____

I.D NUMBER: _____

(Please attach a copy of the front page of your ID book)

POSTAL ADDRESS: _____

TELEPHONE: HOME: _____

WORK: _____

CELL: _____

FAX: _____

E-MAIL: _____

2. YOUR SPOUSE'S/PARTNER'S PARTICULARS:

NAME: _____

ID NUMBER: _____

(Please attach a copy of the front page of the ID book)

RESIDENTIAL ADDRESS: _____

(if not the same as yours)

POSTAL ADDRESS: _____

(if not the same as yours) _____

WORK ADDRESS: _____

(if not the same as yours) _____

TELEPHONE: HOME: _____

WORK: _____

CELL: _____

FAX: _____

E-MAIL: _____

3. How much do you need to borrow & what is the money needed for?

4. Have you borrowed money from anyone else? If so, how much, how much is still owing and how is this being repaid?

5. Do you fully understand that any money that the Rambam Trust advances to you is a loan and needs to be repaid? _____

6. Who referred you to us? _____

7. What is your marital status? Never married/Married with ANC/Married without ANC/divorced/widowed (circle the correct option)

8. Please list your dependants
- | Name | Relationship to you | Age |
|------|---------------------|-----|
|------|---------------------|-----|

9. Have you received/are you receiving or have you applied for financial assistance from any other organization or institution?

10. Are you self-employed? Y/N

If yes, please furnish the name of your business _____

If not, who do you work for? _____

How long have you been employed there? _____

11. Have either of you ever been insolvent? _____

12. Are you receiving/have you applied for debt relief/debt administration/debt counseling? _____

13. Do you own immovable property? If so, please give details: _____

14. (For Non-SA Citizens Only): How long have you been residing in SA?

- 15 (a) The name and address of a close relative or friend of yours (not living with you and who did not sign as surety)

Name _____

Residential address: _____

Postal Address: _____

Telephone: Home: _____

Work: _____

Fax: _____

Cell: _____

- (b) The name and address of another close relative or friend of yours (not living with you and who did not sign as surety)

Name _____

Residential address: _____

Postal Address: _____

Telephone: Home: _____

Work: _____

Fax: _____

Cell: _____

JEWISH STATUS (TO BE COMPLETED BY ONE APPLICANT ONLY)

1. Were you born Jewish? _____
2. Were you converted? _____
3. Was your mother born Jewish? _____
4. Was your father born Jewish? _____
5. If you were converted, please tell us:
A) Where (in which Rabbinical Court)? _____
B) When (day, month, year)? _____

Please enclose a copy of your Certificate of Conversion

SYNAGOGUE:

1. Which Shul do you attend? _____
2. What is the Rabbi's name there? _____

YOUR PARENT'S NAMES:

1. Mother: _____ Maiden Name: _____
Tel: (H) _____ (w) _____ (cell) _____
2. Father: _____
Tel: (h) _____ (w) _____ (cell) _____

IF YOU ARE/WERE MARRIED, WHERE WERE YOU MARRIED?

1. Synagogue _____ Rabbi's name: _____
2. City/Country _____
3. Date _____

Where did your parents get married? (Please give Shul, City & Country)

STATEMENT OF ASSETS & LIABILITIES

ASSETS

Value

Home
Motor Vehicle/s
Unit Trusts
Insurance policy/ies

Total: R

LIABILITIES

1. Credit Cards Amount Owing
FNB
Standard Bank
ABSA
Discovery
Nedbank
Other

2. Bank Overdraft/s Amount Owing

3. Mortgage Bond/s Amount Owing

Do you have an access Bond? If so, what is your facility?

4. HP agreements/Installment Sale Agreements Amount Owing

5. Other debts (specify) eg.
Woolworths
Edgars
Doctors/Chemist
Arrear School fees/University

Total R

(Please attach a copy of you latest statement of account in respect of EACH item)

INCOME AND EXPENDITURE

INCOME

Your monthly salary AFTER deductions:	R
Your spouse/partner's monthly salary AFTER deductions	R
Other (specify)	R
TOTAL	R

COMPULSORY: NB: Please attach a copy of your latest salary slip and that of your spouse/partner. If you are self employed please attach bank statements for the last 3 months.

MONTHLY EXPENDITURE

Rent/Bond	R
Overdraft repayment/s	R
Water & lights	R
Rates & taxes/levy	R
Medical Aid	R
Telephone	R
School fees (including uniforms & Stationery)	R
Food	R
Maid and/or gardener	R
Travelling expenses (including petrol)	R
Clothing	R
Credit card/s repayments	R
HP/Inst sale agreements	R
Other (specify)	R
TOTAL	R

WHAT DO YOU NEED TO KNOW ABOUT BEING A SURETY?



► Why is a surety required for an interest free community supported loan?

The funds available to the Rambam Trust are communal funds. In terms of the Trust's founding document and in order to preserve the capital of the Trust, other than in exceptional circumstances, it is a requirement that all loans made by the Trust must be secured and, in our case, this security is provided by a surety.

► Why has my friend/relative contacted me about being a surety?

Your friend or relative has approached the Rambam Trust for an interest free loan. In order for the friend/borrower to be eligible for the loan, it is imperative for them to provide sufficient security by way of a surety or sureties (depending on the amount requested).

► Can I provide a limited surety?

Other than at the discretion of the Rambam Trust, all sureties are liable for the full amount of the loan granted.

► When will a surety be contacted in order to repay the loan?

The surety will be called upon only once we have exhausted reasonable means in order to collect the loan. At this point, the surety (or if there is more than one, all sureties) will be contacted and advised that the borrower has failed to make payment and that the surety/ies is accordingly liable to pay the outstanding amount.

► Will the Rambam Trust be in contact with me?

The Rambam Trust will contact you either by telephone or email in order for you to confirm that you are aware of the suretyship, that you signed the suretyship and to clarify any other issues which may arise during the vetting process.

Does a surety have to accompany the borrower for a loan interview? **NO**

Will the surety be charged interest? **NO**

Does being a surety affect my credit score? **NO**

Is my repayment of the loan considered a donation and tax deductible? **NO**



RAMBAM
CHARITABLE TRUST

Unity Community Responsibility

The Rambam Charitable Trust is a community free loan society and lender for members of the South African Jewish community who require financial assistance.

Once all requirements have been met (which includes a reasonable ability of the applicant to repay the loan) and sureties have been approved, an interest free loan with a repayment schedule usually over 24 months is provided to the applicant.

DEED OF SURETYSHIP

I, the undersigned, _____ (FULL NAME)
by virtue of my signature hereunder, do hereby bind myself, jointly and severally, the one
paying the other(s) to be absolved, as surety for and co-principal debtor in solidum with
_____ (“the principal debtor/s”) in favour
of The Rambam Charitable Trust (“The Trust”), for the due and faithful payment, on
demand, of all monies, and the fulfillment of all obligations, which the principal debtor
owes to the Trust in respect of the amount of R _____ being monies lent
and advanced by the Trust to the principal debtor as set forth in the Acknowledgment of
Debt (to which this deed of surety is attached).

In the event of any dispute arising out of the interpretation or validity of this Deed
of Suretyship, I hereby consent to the Beth Din of Johannesburg being the sole arbitrator
in such dispute and the Beth Din’s decision shall be final and binding.

The foregoing is without prejudice to the Trust’s rights to enforce compliance with the
surety’s obligation/s to make payment in terms of this Deed of Suretyship in the
appropriate Civil Court. My liability as surety is limited to the amount stated above.

I hereby consent to the jurisdiction of the MAGISTRATE’S COURT in respect of any
action arising herefrom.

***There shall be no variation or amendment to this Deed of Surety and/or the Important
Notes below, unless reduced to writing and signed by both the creditor and the surety.***

I hereby choose domicilium citandi et executandi for all purposes at my
address reflected in the “questionnaire” to which this Deed of Surety is annexed.
I hereby confirm that as at date hereof I am not receiving debt relief, nor have I applied
for debt relief pursuant to the provisions of the National Credit Act No.34 of 2005.

CONSENT CLAUSE

1. The Rambam Charitable Trust (“the Trust”) undertakes, at all times, to ensure that the collecting, processing and/or storage of personal information is performed in accordance with the Protection of Personal Information Act, 4 of 2013 (“POPIA”).
2. The debtor/surety acknowledges that he/she/it is aware that:
 - 2.1 the Trust will collect, receive, record, organise, collate, store, update, disseminate, restrict, degrade, erase or destroy (all of which is collectively referred to as (“processing” or “processed”) personal information of the debtor/surety;
 - 2.2 in terms of POPIA the following rights with regard to his/her/its personal information that is collected, processed and/or stored by the Trust;
 - 2.2.1 to access the information at any reasonable time for purposes of confirmation and rectification thereof;
 - 2.2.2 to object to any further processing of his/her/its personal information; and
 - 2.2.3 the right to lodge a complaint with the Information Regulator.
3. The debtor/surety, by signing this document, hereby consents to the lawful use of his/her/its personal information submitted to the Trust and confirms that such personal information is supplied voluntarily, without undue influence or duress from the Trust or from any other party.
4. The Trust’s Privacy Policy in terms of the POPIA can be viewed on its website: www.rambam.co.za

DATED AT JOHANNESBURG ON THIS THE _____ DAY OF _____
20__

AS WITNESSES:

1. _____

2. _____

SURETY

IMPORTANT NOTES:

1. This suretyship is conditional upon the loan set forth in the acknowledgement of debt being granted.
2. In the event of the applicant having an outstanding loan/s all payments by the applicant will be allocated firstly towards liquidating the existing loan/s and thereafter towards liquidating this loan.
3. In the event of you having to make payment to the Trust in terms of this Deed of Suretyship:
 - 3.1 you may, subject to halachic approval, be able to regard such payment as Tzedoko/part of your Ma’aser.
 - 3.2 No S18A receipt will be issued.

QUESTIONNAIRE FOR THE SURETY

1. Surety's name & I.D Number: _____
Please attach a copy of the front page of your ID book

Residential Address: _____

Postal Address: _____

Telephone: (h) _____ (w) _____

Cell: _____ Fax : _____

E-Mail: _____
2. What is your marital status? Never Married/Married with ANC/
Married without ANC/Divorced/Widowed (circle the correct option).
- 3.1 Are you self employed? If yes, please give us the name of your business

- 3.2 If not, who do you work for and how long have you been employed there?

4. Your monthly income: (tick whichever is applicable)

R0,00 – R20 000
R20 000 – R40 000
R40 000 – R45 000
R45 000 – R65 000
R65 000 – and over
5. Do you own immovable property? If so, please give details

6. What is your relationship to the debtor? _____
7. Have you borrowed money from the trust? _____
8. Have you signed surety for anyone else who has borrowed money from the trust?

9. (For Non SA Citizens Only) How long have you been residing in SA?
