



Malachi Debt Solutions (PTY) LTD
 Doone House
 379 Anton Lembede Street
 4th Floor Suite 401D
 Durban
 4001

Tel: 031 301 9258
 Fax: 086 610 4826

Registration: NCRDC2698

Form 16 – Application by consumer for debt review National Credit Act, Act 34 of 2005

DEBT COUNSELLORS INFORMATION

Name: **MALACHI DEBT SOLUTIONS**

Registration Number: **NCRDC2698**

Contact details: **031 301 1680/ 031 301 9258**

Cell: 079 364 5578

Fax: **086 610 4826**

Email: marold@malachi.co.za

Date of Application: Consultant: Joint/ Single Application

CONSUMER INFORMATION

Surname COP/ANC/TRADITIONAL

Full first names

Identity Number

Marital Status COP/ANC/TRADITIONAL

Contact details:

Work COP/ANC/TRADITIONAL

Home

Cell phone

Email address

Physical Address

Postal Address

Tenant/ owner Period living in property



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DEPENDANTS

FULL NAME	AGE	RELATIONSHIP

Name of Employer
 Address of Employer

 Occupation
 Employment Period
 Salary Date

I/We hereby confirm that on date of application of debt review, I/We am/are employed at the firm mentioned above and earn an income

.....

Signature (1st Applicant)

Signature (2nd Applicant)

NB: No Cash to be paid at any office or to any consultant. All payments made via our NPDA

NECESSARY EXPENITURE

Item	1 st Applicant	Second Applicant	Total
Bank Charges			
Education fees			
Groceries: Food/Meat			
Toiletries			
Family Contributions			
Rent			
Petrol/Transport			
Cell phone			
Water and Lights			
Insurances: Funeral			
Vehicle			
Life			
Maintenance			
Tithes			
Other:			



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CREDIT PROVIDERS

Creditor Name	Account number	Balance	Instalment

BANKING DETAILS:

Bank
Account Number
Branch Code
Account Type savings/cheque savings/cheque

REASONS FOR OVER INDEBTEDNESS AND THIS APPLICATIONS

Medical illness	Family Responsibility	Lifestyle (excessive)	Divorce
Aggressive Marketing	Accidents(motor)	Accommodation/Rental/Bond Increase	Economic Factors
Retrenchment	Substance Abuse (Alcohol, Gambling)	Cost of Housing	Death /Funeral Expenses



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AFFORDIBILITY

Nett Income		
Total Living Expenses		
Affordability		

I/We the undersigned understand and acknowledge:

- All details provided above are to my/our knowledge true and correct.
- we cannot hold the debt counsellor liable should the information as supplied by me be incorrect or omitted
- On receipt of this application the debt counsellor will advise all credit providers and credit bureaus where I/we will be listed as having applied for debt review
- All accounts information will be updated when a certificate of balance is issued by the credit provider
- Should any documents not be submitted within 10 days of application the application will not be accepted

Signed at _____ on the _____ of _____ 20 _____

SIGNATURE : _____

(1st Applicant)

SIGNATURE: _____

(2ND Applicant)



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I hereby confirm:

Marital status is _____

If married Traditional, please confirm the following:

Registered (follow COP terms)	Non registered
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If married ANC, please confirm the following:

With accrual	Without accrual
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If married COP please supply marriage certificate, if ANC please supply ANC contract

I undertake and consent to the following:

- To comply with all requests from the Debt Counsellor to assist him/her to evaluate my state of indebtedness and the prospects for responsible restructuring
- To the Debt Counsellor to obtain my credit record from any/all registered credit bureaus and any other registers which may contain any of my information
- Not to enter into any further credit agreements, other than consolidated agreement, until one of the following:
 1. Debt counsellor rejects my application
 2. The court determines that I am not over indebted
 3. All my obligations under credit agreement as arranged are fulfilled
- To pay the fees as stipulated by my debt counsellor

I understand that I cannot cancel debt review until all my accounts are paid up. I can withdraw my application before a Form 17.2 is issued.

I indemnify Malachi Debt Solutions against all liabilities, costs, expenses, damages or losses suffered or incurred due to omission by a staff member.

I/We _____ confirm that the information given above is true and correct and I/We will notify the Debt Counsellor of any changes in this regard. The Debt Counsellor will not take responsibility for any incorrect information provided.

Signature (1st applicant)

Signature (2nd applicant)



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POWER OF ATTORNEY

DECLARATION OF APPLICANT AND SPOUSE/CO-APPLICANT

I/We undertake, understand and consent:
- To comply with all requests from the Debt Counsellor to assist with my/our evaluation of indebtedness and the prospects for responsible debt restructuring
- We may be contacted by Malachi Debt Solutions PDA, attorney and or collection agents
- To the submission of my information to all registered credit bureaus by the debt counsellor
- To my/our affairs and circumstances may be communicated to and be made know to all my/our credit providers and/or the latter's employees, agents and/or representatives in so far as it is relevant to my/our application for debt review
- That any credit providers added after Malachi Debt Solutions notify the credit providers, Malachi Debt Solutions and/or attorney involved, may charge an additional fee
- That if we have any additional money that we would like to pay towards our debt, we shall arrange with the Debt Counsellor for the payment to be made through the PDA, so records and interest can be adjusted by them and we also understand that additional money will be paid to the lowest outstanding balance or to whoever is decided upon by client or debt counsellor
I/We hereby confirm the following:
- That I/we are aware that if I/we fail to make our monthly payments, the Debt Counsellor and/or creditors will have the legal right to terminate or withdraw the debt review matter and the creditors may proceed with legal action against me/us. There will be no refund payable on termination or withdrawal of debt review process
- That it is my/our responsibility to ensure that all information provided to Malachi Debt Solutions is 100 % factual and accurate. If information is incorrect or not 100% accurate (including credit provider details) the consumer will be liable, NOT the Debt Counsellor
- That I/we undertake to keep the Debt Counsellor indemnified against all loss or damage arising from any cause whatsoever which I/We may sustain because of my/our application for Debt Review in terms of the National Credit Act 34 of 2005
- If I/We lodge a complaint of Reckless Lending, I/We confirm that the information I/we supplied the creditor provider on the application for credit was true and correct.
- The Debt Counsellor/consultant has explained the process and application to me/us and we fully under and agree to this application
- That all lawful actions taken by Malachi Debt Solutions and its attorneys under its powers, under this Power of Attorney, are tacitly ratified by me/us and we shall be bound by such agreements as principal debtor



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1.	I/We hereby give permission to my Debt Counsellor to act as my/our lawful agent and to sign on our behalf all relevant documentation regarding the debt counselling process, specifically any legal documents for court applications as well as the relevant court documents as requested by the court and/or the Tribunal
2.	I/We hereby grant the Debt Counsellor authority and right to, and on our behalf and in our name as we would normally do when not over-indebted and not under debt review, correspond and communicate and append our name in such correspondence with all our credit providers, in particular those who legally require credit life insurance to be maintained as per credit agreements under debt review, and forward and receive all correspondence and queries that may arise with regards to such agreements in relation to and with regard to credit life insurance whenever and whatever time during the time when such credit agreements are under debt review as they relate to the inception or substitution of credit life insurance informed by our choices of such insurance policies at whatever time that I/We exercise such choices with legally registered providers of such credit life insurance in the same way and manner that such communication and correspondence is done by the debt counsellor with credit providers whilst dealing with my/our over-indebtedness
3.	I/We hereby grant the Debt Counsellor/Malachi Debt Solutions the following powers and authority: <ul style="list-style-type: none"> - To substitute credit life or credit cover insurance, in particular on credit agreements where the credit prover requires such insurance, in terms of Sec 106(6) of the NCA with a Credit Life Insurance Policy provided by a reputable company
CREDIT PROVIDERS	
	i/We hereby appoint the registered Debt Counsellor NCRDC 2698 Malachi Debt Solutions, which has its principal place of business at DOONE HOUSE 379 Anton Lembede Street Suite 401D DURBAN, to be my true and lawful agent and I expressly grant the Debt Counsellor full power of attorney and authority on my behalf to: <ul style="list-style-type: none"> - Cancel any debit orders and stop order payments - To correspond on my behalf with all creditors in form of email/fax or telephone - Represent me in court when obtaining a court order or using an attorney appointed by the Debt Counsellor - To negotiate payment with credit providers in my/our best interest In order to facilitate the debt Review process in terms of Section 86 of the National Credit Act 34 of 2005
	In accordance to Section 57 of the PoPI Act I/We hereby grant NCRDC 2698 Malachi Debt Solutions (Pty) Ltd authority to process information regarding my/our personal & financial information to credit providers/ NCR/ an appointed attorney/ IPDA in compliant to the debt review process.

I/We signed at _____ on the ____ of _____ 20____

Name (1st Applicant) _____

Signature: _____

Name (2nd Applicant) _____

Signature: _____



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FEE AGREEMENT

COUNSELLING FEES FOR BRINGIND A DEBT REVIEW APPLICATION SHALL BE CALCULATED AS:

Application fee – R50.00

Administration fee – R300.00

Once off fee: The 1st instalment amount is due as per debit order with a maximum:

- R8000.00 (single application)
- R9000.00 (joint application)

After Care Fee – 5% of monthly instalment to amount to a maximum of R450.00 (Excl Vat) per month and will commence from month 2.

PDA fees – for distribution of instalment to your creditors, calculated by instalment to creditors.

Payment distribution agency charge a fee as follows:

	PDA FEE
R1.00 to R99.99	R0
R100.00 to R200.01	R5
R20 .01 to R500.00	R10
R500.01 >	R15

COURT APPLICATION AND ATTENDANCE

The 2nd instalment amount is due as legal fees with a maximum:

- R8000.00 (single application)
- R9000.00 (joint application)

The fees set our above apply for the court process and appearance to stage where apposing affidavits are filed by respondents or where the matter is postponed for hearing. Where respondents/credit providers file opposing affidavits the attorney will charge a normal fee determined from time to time in dealing with the case from thereon.

I/We hereby acknowledge that the above fees have been discussed with me/us and confirm that I/we are liable for these fees.

Date: _____

Signature (1st applicant) _____

Signature (2nd applicant) _____



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Date: _____

CLIENTS NAME: _____

ID NUMBER: _____

RE: AUTHORISATION TO DEBIT ACCOUNT FOR FEES

Should I/we not proceed with the application I /we acknowledge that I/we are liable for the fees stated below. I/We hereby authorise Malachi Debt Solutions to debit my bank account for these fees:

BANK: _____

ACCOUNT NUMBER: _____

AMOUNT: _____

FEES:

- Admin fee - R300.00
- Application fee- R50.00
- Cancellation fee – R300.00

SIGNATURE: _____



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The checklist of understanding

Now that you understand the Debt review process, please go through the list of questions below to confirm that you have understood key points of process. If something is still unclear please ask your Debt counsellor to explain this again. (DC to photocopy for records)

1	I understand that Debt Counselling is a process for over-indebted people like myself, whose expenses are greater than their monthly income, to pay off my debts in an affordable manner.	Yes
		No
2	I understand that if I don't complete my Debt review application forms and supply the necessary documentation that I have taken the first step to get protection.	Yes
		No
3	I understand that if I complete my Debt counselling I can tell my creditors to speak to my Debt counsellor on my behalf.	Yes
		No
4	I understand that if I undergo Debt Counselling I will still have enough money for my living expenses.	Yes
		No
5	I understand that I will only get protection for my house, car and my valuable assets if I make my payments on agreed date, regularly and every months.	Yes
		No
6	I understand that my first instalment will be provisional reduced payment and must be made at my very next payment date.	Yes
		No
7	I understand that my creditors may not agree with the provisional payment and may ask to change the re-structure the payment.) When this happens I must pay new amounts regularly every month.	Yes
		No
8	I understand that I will only pay one reduced and affordable instalment, the National payment distribution agency (NPDA) will collect and distribute my payments to creditors on my behalf.	Yes
		No
9	I understand that it is very important to pay my instalment regularly everymonth.as missing a payment will entire my creditors to lay claims to my car, my house and other repossessions.	Yes
		No
10	I understand that I cannot incur further debt whilst I am on Debt Review, also any previous judgement on creditor account cannot be included in my Debt review repayment plan and will need to be paid separately.	Yes
		No
11	I understand that when I have finished paying off all my debt, my Debt counsellor is able to apply to have debt review removed from my name at the Credit bureau, he does this by issuing a clearance certificate.my credit record will then be cleared.	Yes
		No
12	I understand the PoPI Act and have authorise NCRDC 2698 Malachi Debt Solutions (Pty) Ltd to act on my/our behalf, which grants Malachi Debt Solution (Pty) Ltd the authority to process my personal & financial information to all required parties : NCR/PDA/ authorised attorney/ credit providers.	Yes
		No
13	I understand that I cannot Cancel my debt review until the following occur All my debt is settled	Yes
		No

 Signature (1st Applicant)

 Signature (2nd Applicant)



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POPIA COMPLIANCE

Malachi Debt Solutions (Pty) Ltd hereby confirms that the company is fully POPIA compliant.

Our detailed POPIA manual can be found on our website at www.malachi.co.za.

By signing this consent sheet, you hereby permit Malachi Debt Solutions (Pty) Ltd, to process your personal information to use as set out in our POPIA manual/Privacy statement.

You also consent to the processing of your personal information for accounting and tax purposes.

You also consent to Malachi Debt Solutions (Pty) Ltd sharing your personal information with third parties and operators as set out in your signed agreement and only for the purpose as set out in the privacy statement.

Signed on this _____ day of _____ 20_____

CLIENT



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REQUEST CREDIT REPORT

DATE: _____

CLIENTS NAME: _____

IDENTITY NUMBER _____

I, _____ herby permit Malachi Debt Solution
(Pty) Ltd to request an ITC report.
