

Quotation for Small Credit Agreement



Cell 083 775 5305

Fax 086 750 0358,

info@makalafinance.co.za

526, Constantia Sqr, 16th Str, Midrand

Personal details

Last name		Work Email address	
First names		Marital status	Single Divorced Widowed Married
ID no.		If Married	In Comm ANC Other
Work tel no.		Under debt review/counselling	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Cell no.		Do you plan to apply for debt review in next 3 months	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Email address		ITC Listed	<input type="checkbox"/> Yes or <input type="checkbox"/> No

Next of kin

Spouse full names		Friend's Name	
Spouse ID no.		Friend last name	
Work tel no.		Home tel no.	
Cell no.		Cell no.	

Addresses

Home Address		Employer name	
Line 1		Employer Address	
Surburb		Line 1	
City		Surburb	
Province		City	
Code		Code	

Income & Employment details

Nett Salary		Date employed	
Basic Salary		Salary frequency	Monthly <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly
Other income		Dept	
Expenses:		Pay date	15th 20th 25th 30th
Rent / Accom		HR Contact person	
Other loans		HR Contact no.	
Transport		Employee No.	Bank Name
Telephone		Acc Type: Savings <input type="checkbox"/> Cheque <input type="checkbox"/>	Acc no.
Total expenses		Card no.	

Pay day Loan required (One month duration, may be renewable each month)

Loan	Initiation fee	Admin fee	Interest (5% pm)	Total	Signature
R 400	R 90	R 57	R 26	R573	
R 500	R 114	R 57	R 31	R702	
R 700	R 192	R 57	R 41	R990	

Terms and Conditions

1. You have the right to delay concluding this agreement by 5 business days in order to consider the terms of the agreement.
2. Once the loan amount has been paid into your bank account, you will be responsible for repayment of the total amount as stipulated in the agreement
3. You are expected to repay the full contractual amount in one monthly instalment, for the period specified in the agreement, via debit order, by the due date. Should there be a problem with your bank account or salary transfer, the onus is on you to make alternate payment arrangements prior to the instalment due date to prevent penalty interest or legal costs being applied to the account.
4. If you fail to make any payment punctually, the full outstanding amount due in terms of this agreement will immediately become due and payable
5. You are entitled to terminate this agreement at any time by settling the outstanding loan balance ahead of schedule at any time, with or without prior notice to Makala Finance. The amount required to settle the loan account is the total of the unpaid balance of the principal debt and the unpaid interest charges and other fees and charges payable up to the settlement date.
6. In terms of Section 45 of the Magistrates' Court Act, 32 of 1944, you hereby consent that we may institute any legal proceedings that have to do with this agreement or your account, in the Magistrates' Court.
7. You further agree and consent that the Emoluments Attachment Order to be issued, may be issued out of the any magistrate's Court and you specifically, in terms of Section 45 of the Magistrates Court Act, 32 of 1944 consent to the Jurisdiction of the said Court for the proceedings about to be instituted against you.
8. Should you be in arrears with your monthly instalment and should Makala Finance take steps to enforce the agreement in terms of the Act, you shall be liable for all default administration charges and collection costs incurred by Makala Finance, including tracing fees, collection commissions, costs of an attorney and such other reasonable expenses incurred by Makala Finance in enforcing this agreement (such as telephone calls and letters to you), subject to the provisions of the Act.
9. Unpaid debits will incur a R75 penalty fee plus overdue interest for each month they remain unpaid, a further R30 default notice fee will apply. A collection fee of R500 will apply should a debt collector come to you to collect or make arrangement.
10. If there are insufficient funds in the nominated account to meet the obligation, you are entitled to periodically track my account and represent the instruction for payment as soon as sufficient funds are available in my account on or after the dates when the obligation in terms of the Loan Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due.
11. You agree to receive Statements of the account on a three monthly basis, you also acknowledge and give consent that the Credit Provider may access any information
12. Should you plan or choose to apply for debt counselling, you ought to notify us during the month on which you make an application, failure to do so will be treated as an unpaid debit order, and the rules above shall apply
13. Approval of the loan is subject to running your ATM card on our mobile speed-point, wherein a debit order shall be authorised for the purposes of loan repayment. Where convenient our field rep may make a trip to your business premises, either before or after the funds have been deposited

MANDATE

I acknowledge that all payment instructions issued by you shall be treated by my above mentioned bank as if the instructions had been issued by me personally.

I acknowledge that this Authority and Mandate has been ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd, but in the absence of such assignment of the Agreement, this Authority and Mandate will be null and void.

Client Full Name

Client Full Signature.....at Midrand on this.....day of.....2014



ADDRESS
 Unit c35 Lone Creek
 Waterfall Office Park
 Bekker Road
 Midrand

CONTACT DETAILS
 Phone: 011 312 7741
 Mobile: 083 775 5305
 Fax: 086 750 0358

INCORPORATING A CONSENT TO AN EMOLUMENTS ATTACHMENT ORDER IN TERMS OF SECTION 65 J (2)(a) OF THE MAGISTRATES COURT ACT

I, the undersigned

Name: _____ ID No: _____

1. Acknowledge that I have received a notice in terms of section 129 and section 130 of the National Credit Act as well as a letter of demand in terms of section 58(1) of the Magistrate Court Act, notifying me of my default in terms of this credit transaction and requesting me to pay the arrear amount due in terms of the credit transaction or to refer the matter to a debt counsellor within 10-days.
2. The contents of the said notice as well as the credit providers proposals have been explained to me in the official language of my choice. I understand the credit providers proposals, but I prefer to consent to judgement as set out herein.
3. Agree that should I fail to pay the aforesaid arrears within 10-days that Makala Finance is entitled to apply for judgment against me in terms of section 58 of the Magistrates Court Act, read with and subject to section 129 and 130 of the National Credit Act, as well as for the other orders set out hereunder.
4. Consent to judgement in terms of section 58 of the Magistrates Court Act in favour of Makala Finance for payment of the amount of R_____ with interest thereon at the prescribed rate of 15.5% per annum from date of judgement, to date of payment.
5. Consent to pay all legal costs recoverable in terms of the Magistrates Court Act, 1944, including collection commission.
6. Undertake to pay the aforesaid amount, interest and costs in instalments of R_____ commencing on _____ and payable monthly thereafter on the same day of the month until the full outstanding balance due by me has been paid and consent to an order for payment of instalments to be made in terms of section 58(1)(b)(ii) of the Magistrates Court Act.
7. Consent in terms of section 65J(2)(a) of the Magistrates Court Act to an Emoluments Attachment Order to be issued in terms of Section 65J(3) after judgement has been granted for payment of the amount mentioned in paragraph 5 above.
8. Acknowledgement that I have carefully assessed my financial position and that after paying the aforesaid instalment I will have sufficient funds to maintain myself and my family.
9. Acknowledgement that Makala Finance intends instituting legal action against me or that such legal action is about to be instituted. Therefore, I consent to the jurisdiction of the Magistrates Court in relation to any further legal action.
10. Agree to start my payments as agreed herein to Makala Finance until formal deductions from my emoluments commence.
11. Acknowledge that I fully understand the contents of this document and that I have given this consent out of my own free will and that I have not been improperly influenced before signing this document.

SIGNATURE: _____

WITNESS: _____

NAME: _____

NAME: _____