

**Finance Debtors (Student fees)**  
**Durban University of Technology**  
[www.dut.ac.za](http://www.dut.ac.za)

Dear Student

**RE: SURETY REQUIREMENT FOR PAYMENT OF FEES**

**CATEGORY A: NEW STUDENTS**

1. Enclosed, please find a "Deed of Suretyship" form which must be completed and signed by the adult person who will be your Surety, that is, the person who will be responsible for the payment of all your fees and charges in the event that you do not or are unable to pay them. Pensioners /unemployed persons will not be accepted to stand as Surety. The completed form is to be submitted to the Finance Department via email to [suretyform@dut.ac.za](mailto:suretyform@dut.ac.za) together with the following documentation:
  - 1.1 Certified copy of surety's ID document.
  - 1.2 Proof of employment (letter from Employer or recent pay-slip) or,
  - 1.3 If self-employed, latest 3 months bank statements and proof of registration of business.
2. The Surety must sign the "Deed of Suretyship" before a Commissioner of Oaths who must verify the Surety's signature by signing and stamping the "Deed of Suretyship" where indicated at the end of the form.
3. A Surety may sign the "Deed of Suretyship" before one of the DUT's Commissioner of Oaths at the registration venue provided that the Surety produces the above mentioned documentation to the Commissioner of Oaths at the time:
4. Please note that your registration with the DUT will not be completed/ finalised until the "Deed of Suretyship" has been completed, signed and submitted to the Finance Department. Please note: faxed / e-mailed copies will not be accepted.
5. The following categories of students may be exempted from surety compliance:
  - 5.1 Sponsored Students: Students must produce their sponsor letter to Finance Admin Checking for approval / verification.
  - 5.2 Staff and/or Staff Dependents: Staff/staff Dependents are to produce the completed and approved staff discounting form to Finance Admin Checking.
  - 5.3 Masters and Doctorates (full time): These students receive full remission of fees as per the DUT Postgraduate Award Structure and must produce a memo from the Post Grad Office to Finance Admin Checking, for clearance. Students that have exceeded the allotted time will be required to submit the surety form.
  - 5.4 NSFAS/Bursary Students: New NSFAS students must produce the relevant letter from Financial Aid to Finance Admin checking for clearance.
  - 5.5 Edu-loan: Students who qualify for Edu-loan are to produce their Edu-loan approved slips to Finance Admin Checking.
6. DUT is obliged to collect specific personal information in terms of legislation such as The General Law Amendment Act, The Matrimonial Property Act and the National Credit Act. The personal Information of the Surety will be processed in line with the Protection of Personal Information Act (POPIA).
7. DUT needs to process certain personal information to ensure that the Surety is who they say they are, for administration purposes, and to ensure that the Surety can pay the fees and charges if the fee payer defaults. DUT may need to share certain personal information with members of its staff, its agents, NSFAS, the Department of Higher Education and Training and any other party as may be necessary for the purposes of debt collection or for any other reasonable business or academic purposes.
8. DUT will ensure that the Surety's personal information is processed as securely as reasonably possible and retained only for as long as permitted by legislation.

**CATEGORY B: RETURNING STUDENTS**

1. Returning students, who are no longer sponsored, must submit a Deed of Suretyship.
2. Successful returning students who qualify for 100% NSFAS loans/bursaries need not submit a Deed of Suretyship and will be unblocked automatically before registration.

**CATEGORY C: CHANGE OF SURETYSHIP DETAILS**

The onus rests on the student to ensure that a new "Deed of Suretyship" form is completed in the event of any change to the Surety's details or Suretyship.

NB: Every student must make an effort to comply with the above in order to ensure that their registration at DUT is finalised and approved. From the Office of the Chief Finance Office. For all enquiries, contact the Finance department on:

Pietermaritzburg: Ms Zuzile Ndimande 031-373 6055 or Ms Yenziwe Mbatha 031-373 6055

Durban: Ms Noluthando Nciki 031-373 3103 or Mr Khumbulani Buthelezi 031-373 6825



**DEED OF SURETYSHIP IN RESPECT OF ALL PERIODS OF REGISTRATION**

I, **FULL NAMES OF SURETY:** [ ] (I.D. NO. [ ]) Relationship [ ]

The undersigned, being an adult with full legal capacity, do hereby bind myself to and in favour of the Durban University of Technology ("DUT") as Surety for and co-principal debtor *in solidum*, jointly and severally, with the Student named below, for the due and punctual payment of all the Student's debts and liabilities to the DUT, whether now owing or incurred at anytime in future, and for the due and punctual fulfilment of all the Student's obligations to the DUT:

**FULL NAMES OF STUDENT** [ ]

**STUDENT NO** [ ]

**ID NO.** [ ]

I hereby renounce the benefits of "excussion", "division" and "no value received" and acknowledge that I am either acquainted with or have established the full force and effect of such renunciation.

I hereby agree that this suretyship shall remain in full force and effect until such time as I terminate it by giving the DUT written notice of withdrawal from this suretyship but I further agree that my notice of withdrawal may only be given at a time when all the debts and obligations of the Student to the DUT have been fully paid or met and will only take effect at the end of an academic period or year during which it is given. I am aware that my liability to the DUT will still continue in respect of any of the Student's debts which arose before the date on which my notice of withdrawal takes effect.

In the event of DUT handing me over to Debt Collectors or instructing attorneys or instituting legal proceedings against me in terms of this suretyship, I hereby agree to be liable for all legal costs (including but not limited to collection commission) incurred by the DUT in respect of those instructions or legal proceedings as between Attorney and own client.

I hereby consent in terms of Section 45 of the Magistrate's Court Act 1944, as amended, to the jurisdiction of the Magistrate's Court having jurisdiction over me in terms of Section 28 of the said Act.

I hereby nominate and choose the physical address below as my *domicilium citandi et executandi* or address for the service of all notices and of all legal processes in terms of this suretyship on me.

I hereby consent to the DUT conducting a credit search on me using the services and records of any registered credit bureau.

SIGNED by the SURETY at [ ] on this [ ] day of [ ] 20 [ ] **SIGNATURE OF SURETY** [ ]

**SURETY'S POSTAL ADDRESS** [ ]

[ ] **CODE** [ ] **EMAIL (MANDATORY)** [ ]

**TEL NO (HOME)** [ ] **BUSINESS)** [ ] **(CELLULAR)** [ ]

**NAME AND ADDRESS OF EMPLOYER** [ ]

[ ] **TEL NO** [ ]

*Where the Surety is married in community of property, then the signature to this document of the spouse of the surety constitutes the written consent required by the Matrimonial Property Act No. 88/1984. If the signature of the spouse is not appended to this document, then the signature by the surety alone constitutes a warranty that the Surety is a person who has the necessary contractual capacity to be bound by this surety without such consent.*

**SIGNATURE OF SPOUSE OF SURETY** [ ]

**DATE:** [ ]

I certify that the above Surety has acknowledged that he/she knows and understand the contents of this suretyship which was signed before me at [ ] on this [ ] day of [ ] 20 [ ]

[COMMISSIONER'S STAMP HERE]

**COMMISSIONER OF OATHS**

<b>FOR OFFICE USE</b>	
Name of Staff:	[ ]
Signature	[ ]
A/C Unblocked:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Date	[ ]