

ACKNOWLEDGEMENT OF DEBT INCORPORATING A DEED OF SURETYSHIP

I/We, the undersigned , do hereby acknowledge myself/ ourselves to be lawfully Indebted to the DURBAN UNIVERSITY OF TECHNOLOGY In the sum of R.....being **admin fee, arrear fee, tuition fees/residence fees and current registration fees**, made up as follows :-

| ADMIN FEE | R250.00 | DATE | AMOUNT |
|--|---------|-----------|--------|
| ARREAR FEE | | January | |
| Tuition | | February | |
| Residence | | March | |
| CURRENT FEES | | April | |
| TOTAL | | May | |
| I.D.NO.: | | June | |
| REG.NO.: | | July | |
| SEMESTER/ANNUAL | | August | |
| | | September | |
| I/We agree and undertake to pay the above-mentioned sum as reflected | | October | |
| In the instalment plan | | November | |

I acknowledge and agree that I will pay all amounts due by me to DUT timeously and that should I fail to make timeous payment, DUT shall be entitled to charge interest on the amount due at the prevailing Interest rate applicable from time to time to incidental credit agreements(as published in the DUT Fee Booklet) as provided for in the National Credit Act, 34 of 2005, as amended.

In the event of any one instalment not being paid on the due date, the balance owing shall immediately become due and payable and further action may be instituted against me/us without further warning or notification and I undertake to pay costs on an Attorney and Client scale if handed over to an Attorney for collection.

NB: The balance of your fees for the current year is payable as per the fee instalment plan (inclusive of any interest)

I/We consent to the jurisdiction of the Magistrates' & Court, Durban, in the event of any action being instituted against me/us.

DATED ATON THISDAY OF20.....

As Witness:

1. _____ STUDENT PARENT/GUARDIAN/HUSBAND
(where the student is a minor or woman married in C.O.P if married before November 1984)

PARTICULARS OF DEBTOR/CO-DEBTOR

FULL NAMES:IDENTITY NO:,

TEL.NO.....CELL N O E-MAILADDRESS

POSTAL ADDRESS:

NAME & ADDRESS OF EMPLOYER

SURETYSHIP

I, the undersigned, bind myself to and in favor of the OUT as surety for and principal debtor in solidum, jointly and **severally**, with the abovenamed student. for the due and punctual fulfilment of all the student's obligations to the OUT. I renounce the benefits of excursion, division and no value received. and I agree that I may only terminate this suretyship by giving written notice of withdrawal which shall only take effect at the end of the academic year during which notice is given, provided that my liability shall thereafter continue in respect of all indebtedness and other obligations of the applicant/student prior to the effective date of the notice of withdrawal.

SIGNATURE OF SURETY:FULL NAME OF SURETY:ID NO.....

POSTAL ADDRESS:

TELEPHONE NO / CELL PHONE NO EMPLOYER'S NAME

EMPLOYER'S ADDRESS:EMPLOYER'S 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 he 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 SURETY'S SPOUSE DATE PLACE
(If surety is married in community of property)

Full names of Surety's spouseTELEPHONE NO(HM).....

TELEPHONE NO.(BUSINESS)(Cellular).....E-Mail Address.....

I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration which was sworn to/affirmed before me and the deponent's signature/mark was placed thereon in my presence.

COMMISSIONER OF OATHS

FULL NAME:DESIGNATION.....(RANK)

AREA FOR WHICH APPOINTED _____DATE:PLACE:

AUTHORITY TO DEBIT ACCOUNT

| | | | |
|---|--|--------------|--|
| Given by (Name of account holder) | | | |
| Address | | | |
| | | | |
| Bank | | Branch code | |
| Account number | | Account type | |
| Amount | | | |
| Date | | | |
| To {name of beneficiary} I | | | |
| Beneficiary's address | | | |
| Abbreviated name as it will appear on your bank statement | | REDUT | |

This signed Authority and Mandate refers to our contract dated _____ ("**the Agreement**")

I/We hereby authorize you to issue and deliver payment Instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other Bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement, and commencing on _____ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered to your address Indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows:

- i. on the ____ day ("**payment day**") of the month commencing on _____. **in the** event that the payment day falls on a Sunday **or** recognized public holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in the (my) nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;
- ii. monthly, bi-monthly, three monthly, six-monthly, annually, weekly, bi-weekly or once-off (delete which is not applicable), on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due.

Payment Instructions due in December and/or April may be debited against my account on _____

I (We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which number must be included in the said payment Instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in section D before the issuing of any payment instruction.

A. MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions had been issued by me/us personally.

B. CANCELLATION

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/we shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

C. ASSIGNMENT

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____

Signature as used for operating on the account

Assisted by

FOR OFFICE USE

D. AGREEMENT REFERENCE NUMBER

This agreement reference number is: _____
