

ACKNOWLEDGEMENT OF DEBT

This is a written contract that states that one person owes another an amount of money. It also indicates how the debt will be repaid.

THE CREDITOR

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

THE DEBTOR

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

2. THE DEBT

The Debtor agrees and acknowledges that:

2.1. the debt arose due to the following facts and reasons:

2.2. he/she is indebted to the Creditor and has an obligation to repay an outstanding debt amount of

R , and has agreed to an interest rate of % per month / per annum from the date that the obligation becomes due and payable.

3. REPAYMENT OF THE DEBT

The Debtor agrees to repay the outstanding debt amount:

3.1. in instalments of R p/m

3.2. over a period of months,

3.3. from the of 20 .

3.4. After payment of the first instalment, all further instalments will be paid every consecutive month, on the same day of the month, until the outstanding debt amount has been repaid in full.

3.5. Payment must be made directly into the following Bank Account:

Bank:

Branch Code:

Account Holder:

Account Type:

Account Number:

Initials

Initials

4. DEFAULT & FAILURE TO PAY

- 4.1. The Debtor agrees to repay the outstanding debt amount.
- 4.2. Should the Debtor fail to honour the terms of this agreement by not making payment on the due date/s, the full balance of the outstanding debt amount, as well as all legal costs becomes due and payable.
- 4.3. The Creditor will then proceed to demand immediate payment of the full balance of the outstanding debt amount, and legal costs.
- 4.4. Should the Debtor fail to make immediate payment of the full balance of the outstanding debt amount, the Creditor will proceed to apply for judgement in the relevant Magistrate's Court.
- 4.5. The Debtor consents to judgement in favor of the Creditor, for the outstanding amount including all legal costs. (S57 or S58 of the *Magistrate's Court Act 32 of 1944*)
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5. ADDITIONAL Ts & Cs

- 5.1. This document represents the entire agreement between the Creditor and the Debtor.
- 5.2. No changes in the terms, or obligation in terms of agreement (novation) or cancellation will have any effect, unless made in writing and signed by both the Creditor and the Debtor.
- 5.3. All correspondence and legal notices will be served at the address nominated by the Creditor and the Debtor, as *domicilium citandi et executandi*.
- 5.4. The Debtor abandons the benefits of legal exception of no value received, revision of account, mistakes in calculation of the outstanding amount, and no reason for obligation to repay the outstanding amount.
- 5.5. The Debtor agrees that he/she was fully aware of and understood all the terms and conditions set out in this acknowledgement that, at its commencement.
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6. SIGNATURES

Signed at on of 20 .

The Creditor:

Witnesses: Witness 1

Witness 2

Signed at

Place

 on

Day

 of

Month

 20

Year

 .

The Debtor:

Signature

Witnesses:

Signature

 Witness 1

Signature

 Witness 2

DISCLAIMER

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