



*HISTORICAL ACKNOWLEDGEMENT OF DEBT

*(PLEASE NOTE THAT THIS ACKNOWLEDGEMENT OF DEBT IS ONLY FOR PRIOR YEAR OUTSTANDING FEES)

1. I, _____ (<i>insert name</i>), an adult, with Student No. _____, acknowledge that:	Initial
a. I am liable to the University of the Witwatersrand, Johannesburg (“the University”) in the amount of R_____ (“the Principle Debt”);	Initial
b. Subject to clause (c) below, the Principal Debt is due and payable immediately upon signature of this Agreement; and	Initial
c. By signing this Agreement I am entering into an arrangement for the payment of the Principal Debt and any interest that accrues from the date of signature of this agreement to the date of final payment	Initial
2. The Principal Debt arose in respect of fees accrued during my registration as a student at the University in the degree programme of _____ in the years _____.	Initial
3. I will make all payments to the University free of deductions into the following bank account:	Initial
Account name: Wits University – Student Fees	Initial
Bank name: First Natioonal Bank	
Account number: 622-7055-1015	
Branch number: 210-554	
Reference Student Number	
4. I acknowledge that I am bound by the terms and conditions set out in this Agreement and any annexes hereto. I have read, understood and agreed to the terms and conditions set out in this Agreement and am bound by it.	Initial
5. This Acknowledgement does not expunge other debts owed by me to the University.	Initial
6. The address I choose as my <i>domicilium citandi et executandi</i> is:	Initial
UNIT / HOUSE NUMBER : _____	
STREET NAME : _____	
SUBURB NAME : _____	
CITY : _____	
PROVINCE : _____	
Contact Number : _____	
Personal E-Mail : _____	

A domicilium citandi et executandi is an address that you choose for the delivery of any letters, notices, statements or legal documents. This **MUST** be a physical (street) address and in Gauteng, South Africa and, amongst other things, **MAY NOT** be a post-box. You **MAY NOT** appoint physical (street) address outside Gauteng, South Africa without the written permission of the University's Chief Financial Officer

I UNDERTAKE TO PROVIDE THE UNIVERSITY REGISTRAR WITH WRITTEN NOTICE OF ANY CHANGE OF MY DOMICILIUM AND/OR CONTACT DETAILS. THE INFORMATION PROVIDED IN THIS AGREEMENT WILL REMAIN VALID AND MAY BE RELIED UPON BY THE UNIVERSITY UNTIL SUCH TIME AS THE REGISTRAR HAS PROVIDED YOU WITH AN ACKNOWLEDGMENT OF RECEIPT OF ANY NOTICE OF CHANGE OF DOMICILIUM OR CONTACT DETAILS.

Initial

Any notices can be sent to the University Registrar at the following address:
**THE OFFICE OF THE REGISTRAR
THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG
PRIVATE BAG 3
WITS 2050
SOUTH AFRICA**

7. The Effective Date of this agreement is 202.....

Initial

Signed on behalf of the University: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Witness: _____

Signed by the Student: _____

Name: _____

Date: _____

Place: _____

Witness: _____

ANNEXURE 1

1. CALCULATION OF THE PRINCIPAL DEBT

The Principal Debt is calculated as the amount of R_____ and as indicated in the attached fee statement.

Initial

2. PAYMENT OF THE PRINCIPAL DEBT AND INTEREST

2.1. The Principal Debt and Interest is payable as follows:

Initial

2.1.1. _____

2.1.2. _____

Initial

3. WITHHOLDING OR DEFERRAL OF PAYMENT AND DEFAULT

3.1. You may not withhold or defer payment stipulated in this Agreement.

Initial

3.2. If you fail to pay any instalment or payment due in terms of this Agreement the unpaid balance of the Principal Debt and interest owing on it may, subject to the provisions of the National Credit Act, 2005 insofar as it may be applicable, be regarded as immediately due and payable and the Principal Debt will bear interest per annum at a rate of 1% (one percent) above the Prime Rate¹ calculated from the due dates of the amount outstanding until those amounts are paid. The interest amount will be calculated monthly in arrears on the outstanding amount due on the last day of each calendar month.

Initial

3.3. The interest will be calculated and added to the Principle Debt on the same day of each month until the total amount due (*Principle Debt plus interest*) has been paid in full.

4. JURISDICTION

¹"Prime Rate" means the publicly quoted basic rate of interest, nominal annual compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day Year irrespective of whether or not the Year is a leap Year, from time to time published by First National Bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it shall not be necessary to prove

Insofar as there is a choice of tribunal or adjudicative body to hear any dispute in respect of this Agreement, the Parties hereby choose to the jurisdiction of the Magistrate's Court in terms of section 45 of Magistrates' Court Act 32 of 1944 for the recovery of any amount due in terms of this agreement.

Initial

5. ACT OF INSOLVENCY

If you become insolvent or commit an act of insolvency the entire amount still outstanding in terms of this Agreement will become due and payable immediately.

Initial

6. LEGAL COSTS

You are liable for the reasonable costs for collection of the Principal Debt including attorneys' fees.

Initial

7. CESSION OR PLEDGE

7.1. The University may cede or pledge its interests and rights in terms of this Agreement to another party without your consent unless it would be to your detriment.

Initial

7.2. The University may discharge or release any security partly or in full in its own interest without your consent.

Initial

7.3. The University may also, without prejudice to any of its rights, consent to any alteration, release, relaxation or postponement of the terms of the Agreement.

Initial

7.4. No addition to or variation of any clause of this Agreement (including this clause 7.4), consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

Initial

8. INDULGENCES

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement will operate as an estoppel against you or the University in respect of any rights under this Agreement, nor will it operate so as to preclude you or the University thereafter from exercising any rights strictly in accordance with this Agreement.

Initial

9. ALLOCATION OF PAYMENTS

Only the University may allocate any payment to capital, interest, costs or any other item as it deems fit.

Initial

10. CERTIFICATE OF AMOUNT OWING

10.1. Any certificate issued under the signature of the University's authorised representative that serves to certify the amount due for this Agreement will be accepted as prima facie (at face value) proof of your indebtedness.

Initial

10.2. This certificate will be sufficient to allow the University to obtain summary judgment or provisional sentence against you in any competent court for the amount stated in the certificate.

Initial

10.3. You accept that you must disprove that the amount on the certificate is not the amount you owe.

Initial

11. EARLY SETTLEMENT

You may pay any portion of the Principal Debt and interest before the due date.

Initial

12. DOMICILIUM CITANDI ET EXECUTANDI

14.1 The address I choose as my domicilium citandi et executandi is set out in clause 6 of the Main Agreement

Initial

14.2 The University's *domicillium* address is:
Office of the Director: Legal Services
5th Floor, Senate House
1 Jan Smuts Avenue
Braamfontein
Johannesburg

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