

## Admission of liability and undertaking to pay

1. \_\_\_\_\_ (hereinafter referred to as **“the Debtor”**) does hereby acknowledge himself/herself to be lawfully indebted, to \_\_\_\_\_ hereinafter referred to as **“the Creditor”**) its successors-in-title, administrators or assigns in the agreed amount of:-

1.1 R \_\_\_\_\_ being in respect of capital owing to the Creditor;

1.2 interest on the balance of the sum outstanding referred to in paragraph 1.1 above, compounded and calculated monthly in advance from \_\_\_\_\_ to date of payment;

1.3 costs arising from the institution of the action, and all subsequent costs on a scale as between attorney and client (including collection commission) before and after judgment, until payment in full shall have been effected of the Judgment Debt, interest and all costs;

1.4 The Debtor specifically acknowledges and agrees that in the event that summons is or has been issued whensoever and/or Judgment has been granted against the Debtor for the claim for the Creditor and the interest rate therein reflected is only \_\_\_\_\_% and the scale of costs therein claimed is only on the party and party scale, the interest rate payable by me shall nevertheless be 22% from the date stated in paragraph 1.2 above, and the scale of costs payable by the Debtor shall nevertheless be on the attorney and client scale from inception. The Debtor furthermore specifically agrees and consents that the summons and judgment, if the Creditor so requires, be amended accordingly without any notification to the Debtor. The costs thereof calculated on the attorney and client scale shall be part of the

costs payable by the Debtor. Such amendment shall, however, not be a precondition to the Debtor's liability to the Creditor as envisaged in this document.

2. The Debtor hereby undertakes to liquidate the above amount by way of an instalment of R \_\_\_\_\_ on or before \_\_\_\_\_, and further instalments of \_\_\_\_\_ on or before the \_\_\_\_th day of each successive month. These instalments are subject to periodical review, which will be dealt with by means of Section 65 of the Magistrates Court Act.
3. Should the Debtor default in the due performance of any of his/her obligations in terms of this Acknowledgment, all of which are material, including in particular if any payment is not made on due date, or in the event of being sequestrated (whether provisionally or finally) or in the event of a judgment being obtained against him and such judgment not being satisfied within 7 (seven) days of the date that it is granted, then:
  - 3.1 the full balance then outstanding in terms hereof will immediately become due and payable; and
  - 3.2 the said Creditor may solely at its election proceed on the basis of this Acknowledgment, or on the basis of any other action which may have been instituted against it by the Creditor prior to the date of signature hereof;
  - 3.3 The Debtor acknowledges that this Acknowledgment of Debt in no way constitutes a novation of any action already instituted;
  - 3.4 The Debtor hereby consents, in terms of Section 57 and Rule 11 of the Magistrates Court Act No. 32 of 1944, as amended, to the Creditor obtaining judgment against him for the amount of the outstanding

balance in terms hereof, together with costs and the costs of a request for judgment, in the event of a failure to carry out the terms of this offer;

- 3.5 the Debtor hereby consents that the Creditor may without notice to him apply for an order for payment thereof in accordance with this agreement and for an emoluments attachment order to be issued and undertake to pay any commission deducted by his employers;
- 3.6 the Creditor shall be entitled to recover, in addition to all the foregoing amounts, all costs disbursed by itself to its attorneys in securing the Debtor's compliance with the provisions hereof which costs may be taxed and recovered on the scale as between an attorney and his client and shall include the costs of all necessary attendances, tracings and opinions given, whether action has been instituted or not;
- 3.7 the Creditor may, at its election, institute an action against the Debtor rising out of this Acknowledgment in any Magistrates Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of the Court;
- 4. Neither this Acknowledgment nor any payment in terms hereof shall be a novation of the Debtor's present obligations to the Creditor.
- 5. The Debtor hereby chooses as his domicilium citandi et executandi for all purposes hereunder the physical address as stated in Annexure A, at which address all notices and/or processes in terms of or arising out of this Acknowledgment of Debt may validly be delivered to or served upon him.
- 6. No latitude or indulgence granted by the Creditor shall be binding upon the Creditor or be deemed to constitute a waiver or novation of any of the

Creditor's rights hereunder, nor shall the Creditor be estopped from enforcing any rights which it may have, by its failure to enforce any of its rights.

7. No additions to, alterations, variations or consensual cancellations hereof shall be of any effect, unless reduced to writing and signed by the parties expressly.
8. The Debtor waives and renounces the legal benefits and exceptions non numeratae pecuniae, no causa debiti, revision of accounts, errore calculi, de duobus vel pluribus, reis debendi and declares himself to be fully acquainted with the meaning and effect of these exceptions and of the renunciation of the benefits thereof.
9. A statement signed by the attorney of the Creditor (whose appointment it shall not be necessary to prove) specifying the amounts owing by the Debtor in terms of this Acknowledgment or the amount by which the capital liability has been reduced or the prime rate if interest charged from time to time shall be conclusive proof of its contents, and sufficient for all purposes, including obtaining judgment and provisional sentence against the Debtor.
10. Payments shall be applied first towards costs, thereafter towards interest and thereafter towards capital.
11. Payment shall be made directly into the following bank account:  
Account Holder: \_\_\_\_\_  
Bank: \_\_\_\_\_  
Branch: \_\_\_\_\_  
Account Nr: \_\_\_\_\_

The bank details may be amended from time to time, and the Debtor must pay the instalments to any other bank account on the advice of the Creditor.

Signed and dated at \_\_\_\_\_ on this the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_ in the presence of the undersigned witnesses.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**DEBTOR**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**CREDITOR**

**Annexure A**

**Details of Debtor**

**Full names:**

\_\_\_\_\_

**I.D.:**

\_\_\_\_\_

**Physical Address (H):**

\_\_\_\_\_

\_\_\_\_\_

**(W):** \_\_\_\_\_

\_\_\_\_\_

**Name of employer:**

\_\_\_\_\_

**Cell No:**

\_\_\_\_\_

**Bank :**

\_\_\_\_\_

**Account number:**

\_\_\_\_\_

**Tel (H) :**

\_\_\_\_\_

**(W):** \_\_\_\_\_

**Vehicle Reg No.:**

\_\_\_\_\_

**Next of Kin:**

\_\_\_\_\_

**Name and contact details of next of kin:** \_\_\_\_\_