



University of Venda

# ACKNOWLEDGEMENT OF THE DEBT

**Return AoD and all supporting documents to [AoDstudentfin@univen.ac.za](mailto:AoDstudentfin@univen.ac.za)**

I, the undersigned (full names)

----- (Student NO :-----)

ID NO: -----

1. Postal Address:

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2. Physical Address:

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Cell No: -----

Email address: -----

In my personal capacity (hereinafter referred to as “the Debtor”) do hereby admit that I am liable and hold myself bound to the:

**UNIVERSITY OF VENDA**

(Hereinafter referred to as the Creditor)

**1**

In the sum of R-----being the outstanding fees for 2019 academic year and/or any other period incidental thereto.

**2**

The debtor agrees and undertakes to pay an upfront payment of R5000 plus % of outstanding debt as per prescribed guideline to an amount of R -----prior 2021 registration. Attach proof of payment.

**3**

The debtor agrees and undertakes to pay remaining portion of outstanding fees together with 2021 fees in line with University policy.

**4**

The Debtor acknowledges that should the creditor establishes any other liability against him/her, it will pursue the matter by way of legal action, and to this extent all its rights are reserved.

**5**

The Debtor further acknowledges that should anticipation for funding fail to materialise, he/she will be fully liable for the debt and must immediately make arrangements to settle debt to avoid deregistration of the program.

**6**

Nothing herein contained shall be interpreted as precluding the debtor from accelerating any repayments due in respect of the debt, or from repaying the same in full at any time prior to the due date of repayment.

**7**

In the event of:

- 8.1 The debtor failing to make payment as aforesaid;
- 8.2 The debtor’s death;
- 8.3 The debtor breaching any term or condition of this acknowledgement of debt.

Then the full balance of the capital debt and costs owing will immediately become due and payable, the creditor shall be entitled to proceed against the debtor for that amount, without further notice to the debtor, alternatively to obtain an emoluments attachment order and the debtor consent to such an order.

**8**

The debtor hereby agrees to effect payment of all legal fees incurred by the creditor in connection with any legal action instituted by the creditor in terms hereof, including but not limited to the costs of drawing this acknowledgment of debt, revenue stamps thereof and collection commissions, if any, on the scale as between attorney and client.

**9**

Unless notified to the contrary in writing (such notice to be addressed to the debtor at his or her chosen *domicillium citandi et executandi*) by the creditor.

**10**

The debtor chooses *domicillium citandi et executandi* at:

<b>Postal Address:</b>	<b>Physical Address:</b>
Private Bag X 5050 Thohoyandou 0950	University Road Thohoyandou Limpopo 0950

**11**

Any notices which the creditor may wishes or be required to give the debtor shall be validly given in writing and sent by prepaid registered mail or delivered by hand to the debtor at his or her chosen *domicillium citandi et executandi* as set out in clause 7 (seven) above.

**12**

The debtor hereby consent to the creditor, at its sole discretion, to institute any legal proceedings against the debtor herein in any Magistrate' Court having jurisdiction.

**13**

- 14.1. No relaxation of the terms hereof, indulgences, extensions of the time or consent granted by the creditor or its attorney or agent shall constitute a variation or novation of the terms or conditions hereof, or a waiver or estoppel of the creditor's rights herein.
- 14.2. This acknowledgment contains the entire undertaking by the debtor to the creditor regarding the subject matter of this acknowledgement and any promises, undertaking, representations or warranties alleged at any time by the debtor, ought to have been made

by or on behalf of the creditor, that are not contained herein shall not bind or be enforceable against the creditor in any manner whatsoever.

- 14.3. Save where the creditor is entitled as herein provided to vary the terms hereof, no amendments or modifications or waivers of all or any of the terms or conditions of this acknowledgment shall be of any force and effect unless consented to before-hand in writing by the creditor.

**14**

The debtor hereby consent and agrees that should he /she fail to make payment in terms hereof the creditor may, in its sole discretion and without any notice to the debtor,

Withhold the Student academic results and degree certificate until the full outstanding amount is fully paid, further to this the creditor may apply for:

- 15.1.1. Judgement for the amount of the outstanding balance or the debtor's entire indebtedness in terms hereof, together with the costs, interest and the cost of a request for judgement; and
- 15.1.2. An order for payment thereof in accordance with the terms of this acknowledgment.

SINGED at THOHAYANDOU on this date.....of .....20..... in the presence of the undersigned witnesses:

.....

STUDENT SIGNATURE

AS WITNESS:.....

AS WITNESS.....