

ACKNOWLEDGEMENT OF DEBT

Account holder information

Account Number: _____

Stand Number: _____

Identity Number: / Registration no.: _____

Residential Address and chosen *Domicilium Citandi et Executandi*

Telephone Number:

(Home) _____

(Cell) _____

(Work) _____

Declaration:

I _____ (**Name and Surname**), ID nr: _____ :

1. Do hereby declare that I/we am/are truly and lawfully indebted to Makana Local Municipality ('Municipality') in an amount of R _____, ('the debt') being an amount outstanding in respect of rates, refuse, sewer, water, electricity, vat and interest thereon as at _____ (Date)
2. I/We hereby undertake to liquidate the debt by an initial deposit payment of R _____ and thereafter by equal monthly instalments of R _____ payable on or before _____ (date) of each and every consecutive month, and with a final instalment of R _____ payable on or before _____ (date, month and year), together with the current amounts that may become due, on or before the due date of payment as stated on the account.
3. Should I/We fail to comply with the terms and conditions of this acknowledgement, the Municipality will be entitled to process an immediate block on prepaid vending, and or proceed to terminate the services to the premises and/or proceed with legal action in recovery of the arrears without prior notice.
4. Should I/We fail to make punctual payments of any of the amounts due as described in paragraph 2 above, the full outstanding balance in terms of this Acknowledgement shall immediately become due and payable, with no variation being permitted.

5. All payments made in terms of this Acknowledgement shall be appropriated firstly in payment of costs, thereafter interest and finally reduction of the capital.
6. A certificate signed by a delegated Municipal Official specifying the amount owing by the debtor in terms of this Acknowledgement or the amount by which the arrears have been reduced, shall be prima facie proof of the amount of such indebtedness and the fact that the payment thereof is due to the Municipality shall be sufficient for all purposes including obtaining judgment and provisional sentence against me/us.
7. This Acknowledgment shall in no way be construed as a novation of the Municipality's cause of action irrespective of whether legal proceedings have been instituted or not.
8. Any remission of any statement or grant for extension of time or any other concession, act, relaxation or indulgence on the part of the Municipality shall not operate nor be deemed to be a waiver of the Municipality's rights herein, nor be construed as a novation thereof.
9. In terms of Section 45 of the Magistrate Court Act, No. 32 of 1944, as amended, I consent to the jurisdiction of the Magistrates Court relating to any action or process that may be instituted against me in terms of any action arising from this Acknowledgement.
10. In Terms of Section 57 (1)(d) of the Magistrate's Court, Act 32 of 1944 (as amended), I/We agree that in the event of my/our failure to pay the amount in terms of the Acknowledgement, the Municipality shall without notice, be entitled to apply for judgement for the amount of the outstanding balance of the debt for which I/we admit liability, with costs, and for an order of the Court for payment of the judgement debt and costs in instalments or otherwise.

Signed at _____ on this _____ day of _____ 2018

ACCOUNT HOLDER (NAME)

ACCOUNT HOLDER (SIGNATURE)

ID NUMBER OF ACCOUNT HOLDER

ON BEHALF OF REVCO/Makana Local Municipality

ON BEHALF OF REVCO/ Makana Local Municipality

The owner, or the authorised agent, must co-sign with the tenant to comply with the provisions of the Municipality's credit control and debt collection bylaw. In the event of this agreement being entered into by a tenant, then the owner by appending his signature hereto acknowledges himself/herself/it to be jointly and severally liable as surety and co-principal debtor/in solidium with the tenant for all of the tenants obligations in terms of this Acknowledgment.

