



DEED OF SURETYSHIP
IN RESPECT OF ALL PERIODS OF REGISTRATION

I, FULL NAMES OF SURETY: (I.D. NO.) the undersigned, being an adult with full legal capacity, do hereby bind myself to and in favour of the Durban University of Technology ("DUT") as Surety for and co-principal debtor in solidum, jointly and severally, with the Student named below, for the due and punctual payment of all the Student's debts and liabilities to the DUT, whether now owing or incurred at anytime in future, and for the due and punctual fulfillment of all the Student's obligations to the DUT:

FULL NAMES OF STUDENT:

STUDENT NO. (I.D.NO.)

I hereby renounce the benefits of "excussion", "division" and "no value received" and acknowledge that I am either acquainted with or have established the full force and effect of such renunciation.

I hereby agree that this suretyship shall remain in full force and effect until such time as I terminate it by giving the DUT written notice of withdrawal from this suretyship but I further agree that my notice of withdrawal may only be given at a time when all the debts and obligations of the Student to the DUT have been fully paid or met and will only take effect at the end of an academic period or year during which it is given. I am aware that my liability to the DUT will still continue in respect of any of the Student's debts which arose before the date on which my notice of withdrawal takes effect.

In the event of DUT handing me over to Debt Collectors or instructing attorneys or instituting legal proceedings against me in terms of this suretyship, I hereby agree to be liable for all legal costs (including but not limited to collection commission) incurred by the DUT in respect of those instructions or legal proceedings as between Attorney and own client.

I hereby consent in terms of Section 45 of the Magistrate's Court Act 1944, as amended, to the jurisdiction of the Magistrate's Court having jurisdiction over me in terms of Section 28 of the said Act.

I hereby nominate and choose the physical address below as my domicilium citandi et executandi or address for the service of all notices and of all legal processes in terms of this suretyship on me.

I hereby consent to the DUT conducting a credit search on me using the services and records of any registered credit bureau. With regard to any information which I provide to the DUT, I hereby consent to the DUT sharing such information with, or disclosing such information to, any member of its staff, its agents, NSFAS, the Department of Higher Education and Training and any other party as may be necessary for the purposes of debt collection or any other reasonable business or academic purposes.

SIGNED by the SURETY at on this day of 20

SIGNATURE OF SURETY

SURETY'S PHYSICAL ADDRESS

POSTAL CODE

TEL NO (HOME) (BUSINESS) (CELLULAR)

NAME AND ADDRESS OF EMPLOYER

TEL NO

Where the Surety is married in community of property, then the signature to this document of the spouse of the surety constitutes the written consent required by the Matrimonial Property Act No. 88/1984. If the signature of the spouse is not appended to this document, then the signature by the surety alone constitutes a warranty that the Surety is a person who has the necessary contractual capacity to be bound by this surety without such consent.

SIGNATURE OF SPOUSE OF SURETY

DATE:

I certify that the above Surety has acknowledged that he/she knows and understand the contents of this suretyship which was signed before me at on this day of 20

[COMMISSIONER'S STAMP HERE]

COMMISSIONER OF OATHS

FOR OFFICE USE
Name of Staff :
Signature:
A/C Unblocked: Yes
Date :