



UNIVERSITY OF ZULULAND

University of Zululand, Private Bag X1001, KwaDlangezwa, 3886

W: www.unizulu.ac.za

Student Revenue/Accounts

Tel: 035 902-6290/92/93/87/6358/6190/6906

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PAYMENT PLAN APPLICATION FORM

I, the undersigned,student number....., being a student hereby declare and confirm that in my personal capacity I am liable and hold myself bound to the University of Zululand to an amount of R..... in respect of 2013 and prior academic year fees.

a) In terms of a decision of Council, I undertake to pay the amount owing in full on or beforebut not later than 30 November 2014.

- 1. I undertake to pay the sum owing thereon in monthly installments of R....., such installments being payable on the ___ of each month (as agreed in Annexure). The first payment to be made within 30 days of signing of this agreement.
2. I will be allowed to register provided that I adhere to the enclosed financial payment plan for the outstanding balance plus the current year fees.
3. I understand that this will be subject to approval by the Payment Plan Committee (PPC) and that my academic performance could be considered in conjunction with the financial plan, if necessary, to assist me.

All payments to be made by me to the creditor in terms of this Payment Plan Agreement shall be made into the University of Zululand's bank account number: 1880 000 051, branch code 632005 held at ABSA - Empangeni, Reference: Student number

- 4. I also undertake that should I fail to meet the obligations as set out in my financial payment plan:
o My student status with the university may be cancelled;
o My name and student number will be flagged as a 'defaulter' and will not be considered for registration in 2015
o If I fraudulently cancel my debit order after registration without prior approval by the PPC, I may be deregistered;
o My account will be handed over to the University debt collection agency for recovery of the outstanding debt;
5. I acknowledge that I would not be entitled for any reason whatsoever to withhold or defer any payment stipulated in this financial payment plan agreement.

b) No cancellation of this agreement or variations, modification of any provision thereof or consent to any departure by the creditor there from shall be of any force or effect unless the same shall be confirmed in writing and signed by the creditor.

c) Any such variation, modification, waiver or consent which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

d) Any notice or communication required in terms of this financial payment plan agreement shall be valid and effective only if in writing.

Signed at _____ this _____ day of _____ 20_____

.....
SIGNATURE OF STUDENT

.....
SIGNATURE PARENT/GUARDIAN

Section 2: TO BE COMPLETED BY PPC OFFICIAL**11. Financial Profile:**

Debt as at 31 December 2013 R.....

Less payments (if applicable) R.....

Current debt R.....

Name of the current sponsor

Value of sponsorship R.....

Please note that the current debt plus 2014 debt must be paid in full not later than 30 November 2014

DECLINED:

<u>Stop order</u>		<u>Cash</u>		NSFAS Applicant	
Amount		Amount		EDULOAN Applicant	
Monthly		Monthly		FINANCING AGENCY Applicant	
Effective date of Payment		Effective date of payment		OTHER EFFORTS	

Name of student:

Student No:

Name of parent/guardian:

Staff No:

Checklist:

1. 50% of balance as at 31 December 2013 paid?		
2. Is the new balance equal or below R15,000.00?		
3. Initial / upfront payment paid?		
4. Duly approved bank stop order instruction over _____ months		
5. Does the stop order cover & clear the debt by 30 November 2014?		
6. Other considerations/comments:		

.....
Signature of student.....
Signature of parent / guardian.....
Date

Section 4: AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS:

A. AUTHORITY

Given By: (Name of Accountholder) _____

Address: _____

Bank Name: _____

Branch Name _____

Branch number _____

Account number _____

Type of Account: _____

Date of order to be run: _____

To: (Name of Beneficiary/Company) UNIVERSITY OF ZULULAND

Abbreviated Short Name as registered with the Acquiring bank: UNIZULU ABSA – EMPANGENI ACCOUNT: 1880 0000 051

Address: P/B X1001, KwaDLANGEZWA, 3886 24 MAIN STREET, KWADLANGEZWA RESERVE,

Refer to our contract dated _____ (“the Payment Plan Agreement”)

I/We hereby authorise _____ to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank on condition that the sum of such payment instruction will never differ from my/our obligations as agreed to in the Agreement.

The individual payment instructions so authorised to be issued must be issued and delivered **monthly**/bi-monthly/three-monthly/six-monthly/annually/weekly/bi-weekly* (interval) on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement.

The payment instructions so authorised to be issued must carry a **student** number, which student number must be included in the said payment instructions and if provided to you should enable you to identify the Agreement. The said number should be added to this form in section E before the issuing of any payment instruction and communicated to me directly after having been completed by you.

I/We agree that the first payment instruction will be issued and delivered on February (date) and thereafter regularly according to the agreement.

- If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the following business day; or
- The date of the instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the business day prior to the non-processing day.
- I do allow for tracking of dates to match with flow of credit at no additional cost to myself.
- I authorise the originator to make use of the tracking facility as provided for in the EDO system.

Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me/us by giving you notice in writing of not less than the interval (as indicated in the previous clause) and sent by prepaid registered post or delivered to your address indicated above.

B. MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally.

C. CANCELLATION

I/We agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/we also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such amounts were legally owing to you.

D. ASSIGNMENT

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

Signed _____ on this _____ day of _____

_____ Signature as used for operating on the account

Assisted By _____

FOR OFFICE USE

E. CONTRACT / AGREEMENT REFERENCE / STUDENT NUMBER

The contract/Agreement Reference/Student Number is: _____

Section 3: Financial Payment Plan 2014 : Student / Parent Particulars

<u>Student Details</u>			<u>Parent/Guardian Details</u>		
Name and Surname			Name and Surname		
Student Number			Employee Number		
ID Number			ID Number		
Postal Address (need proof)			Postal Address (need proof)		
Telephone number (home)			Telephone number (home)		
Name & Address of employer			Name & Address of employer		
Staff number			Staff number		
Telephone number (work)			Telephone number (work)		
Student Type			Student Type		
Full time	F/t-non-resident	P/t non-resident	Full time	F/t-non-resident	P/t non-resident
Physical Address			Physical Address		

FOR OFFICE USE ONLY:

APPROVED:

--

DECLINED:

--

 Stamp & signature

 Stamp & signature

Section 5: 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 University of Zululand ("UNIZULU") 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 UNIZULU, whether now owing or incurred at anytime in future, and for the due and punctual fulfillment of all the Student's obligations to the Unizulu:

FULL NAMES OF STUDENT:
STUDENT NO. (**I.D. NO.**

I hereby renounce the benefits of "execution", "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 UNIZULU 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 UNIZULU 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 UNIZULU will still continue in respect of any of the Student's debts which arose before the date on which my notice of withdraw takes effect.

In the event of UNIZULU 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 UNIZULU 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 *domicillium 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 UNIZULU conducting a credit search on me using the services and records of any registered credit bureau. With regards to any information which I provide to the UNIZULU, I hereby consent to the UNIZULU 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 SURETRY

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 thisday of 20.....

[COMISSIONER'S STAMP HERE] COMMISSIONER OF OATHS

Dear Student

RE: SURETY REQUIREMENT FOR PAYMENT OF FEES

CATEGORY A: NEW STUDENTS

1. Enclosed, please find a "Deed of Suretyship" form which must be completed and signed by the adult person who will be your Surety, that is, the person who will be responsible for the payment of all your fees and charges in the event that you do not or are unable to pay them.
2. The Surety must sign the "Deed of Suretyship" before a Commissioner of Oaths who must verify the Surety's signature by signing and stamping the "Deed of Suretyship" where indicated at the end of the form.
3. A Surety may sign the "Deed of Suretyship" before one of the UNIZULU's Commissioner of Oaths at the registration venue provided that the Surety produces the following to the Commissioner of Oaths at the time:
 - His or her original ID document.
 - Proof of employment (letter from Employer or recent pay-slip) or,
 - If self-employed, latest 3 months bank statements and proof of registration of business.

Please note that your registration with the UNIZULU will not be completed/finalised until the "Deed of Suretyship" has been completed, signed and submitted to the Finance Department.

4. The following categories of students may be exempted from surety compliance:
 - **Sponsored Students:** Students must submit their sponsor letters to Financial Aid Bureau for approval / verification.
 - **Permanently Employed Students:** Students must produce Proof of Employment, e.g. Recent payslip, staff card, letter from Employer etc. to Finance Admin Checking for verification and possible approval.
 - **Staff and/or Staff Dependants:** Staff/Staff Dependants are to produce the complete and approved staff remission form to Finance Admin Checking.
 - **NSFAS/Bursary Students:** New NSFAS students must produce the relevant letter from Financial Aid to Finance Admin checking for clearance.
 - **Edu-loan:** Students who qualify for Edu-loan are to produce their Edu-loan approved slips to Finance Admin Checking.

CATEGORY B: RETURNING STUDENTS

5. Returning students who have previously submitted a Deed of Suretyship which is still valid need NOT submit a new form in respect of the next academic year.
6. Returning students, who are no longer sponsored, MUST submit a Deed of Suretyship.
7. Successful returning students who qualify for 100% NSFAS loans/bursaries need NOT submit a Deed of Suretyship.

CATEGORY C: CHANGE OF SURETYSHIP/DETAILS

8. The onus rests on the student to ensure that a new "Deed of Suretyship" form is completed in the event of any change to the Surety's details or Suretyship.

NB: Every student must ensure compliance with the above in order for registration at UNIZULU to be finalised and approved in 2014.



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NEW STUDENT UNDERTAKING AND INDEMNITY FOR ALL PERIODS OF REGISTRATION

IMPORTANT NOTES TO NEW STUDENT:

YOUR REGISTRATION WILL NOT BE COMPLETED UNTIL BOTH THIS FORM AND THE SEPARATE DEED OF SURETYSHIP ARE COMPLETED, SIGNED AND SUBMITTED. THIS FORM MUST BE SUBMITTED TO THE FINANCE DEPARTMENT.

IF YOU ARE UNDER 18 YEARS OLD THEN YOUR PARENTS OR LEGAL GUARDIANS MUST COMPLETE AND SIGN THE ASSISTANCE AND UNDERTAKING SECTION AT THE END OF THIS FORM.

FULL NAMES OF STUDENT:

.....

STUDENT NO: I D NO:

I, the above named and undersigned Student, hereby accept and agree to the following:

1. I understand and agree that upon registration I will attend the University of Zululand (hereafter referred to as the UNIZULU) and undertake all activities at the UNIZULU entirely at my own risk.

Initial here []

2. I hereby release, indemnify and absolve the UNIZULU, its Council, its staff, its agents, representatives (and all persons for whom it is vicariously liable) from all liability in respect of any claim which I, my estate, my dependents or any other person may have, arising from loss or damage to property owned by me or in my possession or under my control or from bodily injury to me or my death regardless of the nature or cause of such loss, damage, injury or death and regardless of whether it be caused by the negligent act or omission of the UNIZULU, its Council, its staff, its agents, representatives or other persons for whom it is vicariously liable. I understand the nature and extent of this release. However, in the event that the UNIZULU is held to be liable to me, my estate, my dependents or any other person in respect of any claim arising as aforesaid, then I agree that such liability shall be limited to the extent to which such claim is covered and met by UNIZULU's insurance policies.

Initial here []

3. I shall at all times abide by and accept all the rules and regulations of the UNIZULU currently in force and as amended from time to time, as published in the:

- 3.1 "General Handbook for Students";
3.2 "Fees and Finance Rules" handbook;
3.3 "Department Handbook" relevant to me; and,
3.4 "Student Housing Code of Conduct" handbooks.

Initial here []

4. I agree and undertake to make payment of all fees and charges by the due date for payment, and I accept and undertake to abide by the conditions relating to payment of fees and charges and deregistration. Should I fail to make timeous payment of

any fee or charge due by me to the UNIZULU, then I agree that the UNIZULU shall be entitled to charge me interest on the amount due at the maximum rate of interest applicable to incidental credit agreements from time to time as provided for in the National Credit Act, 34 of 2005, (currently 2% per month) and published in the "Fees and Finance Rules" handbook.

Initial here []

5. I understand and accept that if any fees or charges due by me to the UNIZULU have not been paid in full and/or any library books and/or any other property on loan from the UNIZULU and are not returned by due date then, notwithstanding anything to the contrary, the UNIZULU shall be entitled to cancel my registration and / or withhold my examination results until such time as I pay the outstanding fees or charges and/or return any outstanding library books or property to the UNIZULU.

Initial here []

6. I agree to be liable for all legal costs incurred by the UNIZULU as between attorney and own client, including collection charges, as a result of any instructions given by the UNIZULU to its attorneys for the recovery of any arrear fees or charges or property, irrespective of whether legal action is instituted against me.

Initial here []

7. I understand and accept that non-attendance of the academic programme by me for any reason whatsoever does not absolve me from making full payment of the full programme fees and does not entitle me to claim any refund of or reduction in the academic programme fees which may already have been paid. I further undertake to inform the Head of Department concerned, of my withdrawal from the academic programme on the prescribed form.

Initial here []

8. As a new Student of the UNIZULU, I understand that in addition to any Departmental pre-requisites, I am required to obtain a Senior Certificate or equivalent qualification as a minimum requirement for registration. I undertake to produce to the UNIZULU my original Senior Certificate (or equivalent) Results Statement when I first register so that the UNIZULU can make certified copies thereof.

Initial here []

9. If I have previously registered at any other tertiary institution, I undertake to produce to the UNIZULU upon registration a certificate of good conduct and an academic record from that other institution.

Initial here []

10. If I am a student who requires a study visa, I undertake to produce the original of such visa to the UNIZULU when I first register as well as a Certificate of Evaluation from SAQA (if required by the UNIZULU) so that the UNIZULU can make certified copies thereof.

Initial here []

11. I am aware that my registration may be cancelled by the UNIZULU at any time if my registration fails to comply with any rules or regulations of the UNIZULU in any way.

Initial here []

12. I warrant that all information and particulars furnished on this form and on my New Student Registration form are true and correct and I undertake to notify the UNIZULU in writing immediately if any of the details or information changes. I hereby acknowledge that a breach of this warranty constitutes a material breach of the agreement which will entitle the UNIZULU, without prejudice to any other rights or remedies which it may have, to cancel my registration at the UNIZULU.

Initial here []

13. I understand and accept that this undertaking and indemnity will operate as a continuing undertaking and indemnity and cover all my periods of registration as a student of the UNIZULU. I further understand and accept that I will still be required to register at the commencement of each relevant academic period.

Initial here []

14. I understand and accept that unless the offer of a place in residence has officially been made to me, and has been accepted by me, and I have been registered as a student of UNIZULU, the UNIZULU is not obliged to provide me with residence accommodation.

Initial here []

15. I choose the following physical and postal addresses as the address at which the UNIZULU may serve any notices or legal processes on me (that is, my *domicillium citandi et executandi*):

Physical Address:

.....
.....Postal Code

Postal Address:

.....
.....Postal Code

16. With regard to any information which I may provide on any of the UNIZULU's official forms, IT databases or financial records, I hereby consent to the UNIZULU 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, marketing, qualification accreditation, customer surveys, alumni or any other reasonable business or academic purposes.

Initial here []

.....
SIGNATURE OF STUDENT

.....
DATE

ASSISTANCE, INDEMNITY AND UNDERTAKING BY THE PARENTS / LEGAL GUARDIANS
OF STUDENT UNDER 18 YEARS OLD

Insofar as the Student referred to above is a minor, we the undersigned parents or legal guardians of the Student, sign this document together with the Student in order to assist the Student and to give him or her necessary legal and contractual capacity to bind himself or herself to all the terms and conditions set out above.

Initial here []

We consent to the Student signing this document and any other necessary forms relating to the Student's registration with or residence at UNIZULU.

Initial here []

By our signature hereto we irrevocably undertake that we will not, in any capacity, hold UNIZULU liable for any damage or loss of whatsoever nature which the Student and/or we and/or any other person may suffer arising out of the Student's registration with or residence at UNIZULU or any UNIZULU approved out-sourced residence.

Initial here []

We hereby release, indemnify and absolve UNIZULU, its Council, staff, agents, representatives (and all other persons for whom it is vicariously liable) from any liability in respect of any claim which we or any other person may have arising from any loss or damage to property owned by or in the Student's possession or control or from any bodily injury to or death of the Student, regardless of the nature or cause of such loss, damage, injury or death and regardless of whether it be caused by the negligent act or omission of the UNIZULU, its Council, its staff, its agents, representatives or other persons for whom it is vicariously liable. We understand the nature and extent of this release. However, in the event that the UNIZULU is held to be liable in respect of any claim arising as aforesaid, then we agree that such liability shall be limited to the extent to which such claim is covered and met by UNIZULU's insurance policies.

Initial here []

.....
SIGNATURE OF MOTHER/LEGAL GUARDIAN DATE

.....
SIGNATURE OF FATHER/LEGAL GUARDIAN DATE

Names of Parents/Legal Guardians:
.....
.....

ID Numbers:
.....

Tel No: (Home).....(Business) (Cellular)

E-Mail Address :

Physical Residential Address :
.....

Postal Address:Postal Code

.....Postal Code