

PAYMENT AGREEMENT

I, the undersigned,

I.D. N.O.:
(hereinafter referred to as "the Debtor") of

which address is chosen as *domicilium citandi et executandi* for purposes hereof, including for the service of Court process and notices, do hereby unconditionally admit liability personally to

REDEMPTION HILL MINISTRIES NPC
(Hereinafter referred to as "the Creditor")

Unto and in favour of

I.D. N.O.:
(hereinafter referred to as "the Resident")

for the due and proper payment of the sum of R_____ (hereinafter referred to as "the Debt") being in respect of services rendered by the Creditor including, but not limited to, the supply of services pertaining to the Rehabilitation of the Resident, and furthermore it is declared that the Debtor is bound by the conditions set out in the annexure hereto, which document I have initialled for purposes of identification.



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ANNEXURE

WHEREAS the Resident requires the supply of the drug rehabilitation services offered by the Creditor for a period of _____ months.

AND WHEREAS the Debtor has undertaken to sponsor, on behalf of the Resident, all fees associated with the supply of the services contemplated in paragraph 1 above and has therefore bound him/herself with the provisions as hereinunder:

1. The total amount due in terms of the *causa* of this agreement is _____

2. The full indebtedness in terms hereof shall be settled by means of:

2.1 _____ monthly instalments in the sum of _____ payable on the ____ day of each month, commencing on the ____ day of _____ .

OR

2.2 A once off payment of the full amount stipulated in paragraph 1 above on or before _____ .

3. The Debtor acknowledges and accepts that he/she remains liable for the Debt, Interest and Costs due in terms hereof even in the event that the Resident does not, for whatever reason, complete the program, vacates the program early or absconds prior to the completion thereof.
4. The Creditor gives no guarantee, warrantee or undertaking as to the success of the program or the rehabilitation of the Resident. In the event that the Resident is not rehabilitated during the subsistence of the program; or is rehabilitated but relapses during the period immediately following the program or time thereafter, the Debtor shall nevertheless remain liable for Debt, Interest and Costs due in terms hereof.
5. Upon arrival of the Resident, a compulsory, non-refundable fee of R 1 850.00 (one thousand eight hundred and fifty rand) is payable which payment is comprised of a R1 500.00 medical fee and a R 350.00 fee in respect of a workbook namely Heart of Addiction.



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6. All payments made in terms hereof shall be made into the following bank account:

Redemption Hill Ministries

Standard Bank Hartebeespoort

Account Number: 24 240 3506

Branch Code: 051-001

7. Should any payment owing in terms hereof not be made on due date, the balance owing in terms hereof shall become due and payable immediately (notwithstanding that it would otherwise not be due) and the Creditor may suspend the file of the Debtor until payment is effected.
8. The Debtor hereby expressly renounces the benefits of no value recorded or received, revision of accounts, *de duobus vel pluribus reis debendi* (each debtor is liable for a proportional share of the debt), and the *ordinis seu excussionis et divisionis* (the Creditor must proceed against the principal debtor first). In addition, if the NCA does not apply to the Principal Debt, the Debtor hereby also renounces the benefits of *errore calculi* (error of calculations), *non causa debiti* (no cause of debt), and *non numeratae pecuniae* (money not paid). The Debtor confirms that the Debtor understands the terms referred to in this clause and the effect of the renunciation.
9. Furthermore, the full Principal Debt, and any other amounts owing in terms hereof shall become due and payable immediately in the event of:
- 9.1 the Debtor being placed under sequestration, whether provisionally or otherwise; or
- 9.2 any circumstances arise in which the Debtor may be sequestered; or
- 9.3 the Debtor suffering any Default Judgment, Summary Judgment or any other Judgment being taken against him and failing to satisfy the same within 3 (three) days of the granting of such Judgment; or
- 9.4 the death of the Debtor.



10. The Debtor shall pay the Creditor, upon demand, all the legal costs incurred by the Creditor in respect of the collection of any amount owing hereunder as well as the collection of any amount owing in respect of the original cause of action. Such costs shall be paid on the Attorney and Client scale and shall include (but not be limited to) Sheriff's charges, advocates fees, telephone calls, consultations, letters, perusal of documents, taking instructions, consideration of merits, meetings, collection commission, tracing fees and the like. Such costs shall be paid whether or not legal process is issued. The content of this paragraph notwithstanding, if the National Credit Act (Act 34 of 2005) ("NCA") applies to the Principal Debt, then the amount for which the Debtor is indebted in terms hereof is limited to the maximum (if any) prescribed in the NCA.
11. The Creditor shall be entitled to cede or pledge its interests herein or to trade therewith at its own discretion without the consent of the Debtor. It may also in *rem suam* discharge or release any security partly or in full without the consent of the Debtor or consent to any alteration, release, relaxation or postponement of the terms hereof and such action shall not be binding on the Creditor in any way whatsoever unless same has been reduced to writing and signed by the parties hereto.
12. The Creditor may allocate any payment to capital, interest and costs or any other item as it deems fit despite any purported allocation made or deemed to be made by the Debtor.
13. The Debtor shall not be entitled for any reason whatsoever to withhold or defer payments owing in terms hereof and shall pay any amount owing free of exchange and set-off. The Debtor shall not be entitled to request a postponement of Judgment in terms of rule 22(4) of the rules of the High court nor in terms of the rules of the Magistrate's Court nor in terms of any other rule or law and the Debtor expressly waives any such right.
14. The Debtor shall be at liberty to pay any portion of the Principal Debt before the due date thereof without derogating from any right he may have in terms hereof.
15. The Debtor acknowledges that this Payment Agreement does not constitute a novation or waiver of the original cause of action nor of any securities held, proceeding, process, notice given, judgment issued or commenced in

consequence thereof and that upon any default of any term hereof, the Creditor may accordingly proceed at its sole election, and without notice, either on and with the original cause of action and any securities held, proceeding, process, notice given, judgment issued or commenced in consequence thereof alternatively, in terms of this Payment Agreement.

16. This agreement constitutes the entire agreement between the parties. The Debtor shall not be entitled to rely upon any term, promise, warranty, condition or representation unless it is herein contained.
17. No amendment, novation, variation, addition or consensual cancellation of or to this agreement or any provision or term thereof (including this clause) and no extension of time, waiver or relaxation of any of the provisions or terms of this agreement shall be binding unless recorded in a single written document signed by the parties. Any such extension, waiver or relaxation which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
18. No conduct or omission by the Creditor shall operate so as to preclude the Creditor from exercising its rights strictly in accordance with this agreement.
19. The Debtor hereby waives any claim or counterclaim, of any nature and howsoever arising, which he may have or may have had against the Creditor.
20. This Payment Agreement is in addition to and without prejudice to any other Payment Agreement now held or hereafter to be held from or on behalf of the Debtor.
21. The Debtor hereby consents to this agreement being made an order of Court, and waives notice and / or service of this agreement and of such application.
22. To the extent that the NCA applies to the Principal Debt, this Acknowledgement of Debt constitutes an agreed plan to bring the payments under the agreement up to date, as contemplated in section 129(1)(a) of the NCA.
23. In the interpretation of this Acknowledgment; any reference to the singular shall include the plural and *vice versa*; any reference to any gender shall include the other genders and any reference to natural persons shall include Corporate entities and *vice versa*.



THUS DONE and SIGNED at _____ on this the ____ day of _____ in the presence of the undersigned witnesses.

WITNESSES:

1. _____

Debtor:

2. _____

THUS DONE and SIGNED at _____ on this the ____ day of _____ in the presence of the undersigned witnesses.

WITNESSES:

1. _____

2. _____

Name:
Duly Authorised on behalf of the Creditor
Redemption Hill Ministries NPC



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