**ACKNOWLEDGEMENT OF DEBT**

**Entered between:**

**The Salvation Army Hesketh King Treatment Centre**

(Hereinafter referred as the “Creditor”)

**Cnr. of Old Paarl & Klipheuwel Roads, Muldersvlei**

**P.O Box 5, Elsenburg 7607**

(the address acts as the domicilium citandi et executandi)

**And:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as the “Debtor”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the address acts as the domicilium citandi et executandi)

1. **The Acknoledgement** 
   1. The Facts giving rise to the debt are **Treatment Fees for the total weeks Rehabilitation Boarding & Lodging.**
   2. The Debtor acknowledges indebtedness to the Creditor in the Sum of **R\_\_\_\_\_\_\_\_\_\_\_**

(Hereinafter referred to as “the Outstanding Amount”).

1. **Payment**

2.1 The Debtor agrees to pay the outstanding amount in two (2) Instalments of  **R\_\_\_\_\_\_\_\_\_\_\_ immediately and the remainder at the official completions of treatment.**

2.2 The first monthly instalment will commence on **or before** admission.

After payment of the 1st monthly instalment, the remainder of the instalments must be paid every consecutive month on that day of the month until the outstanding amount is paid in full.

2.3 Breakdown of treatment fees and instalments are as follow.

* **Seven-week youth programme at a cost of R20 000 with a R10 000 on admission and R10 000 on completion of programme.**
* **Six-week adult programme at a cost of R20 000 with a R10 000 on admission and R10 000 on completion of programme.**
* **Twelve-week adult programme at a cost of R30 000 with a R10 000 on admission and R10 000 in the second month and R10 000 on completion of programme.**

2.4 The payment/s must be paid directly to the Creditor into the following bank account:

**Bank: FNB Stellenbosch**

**Branch code: 200610**

**Account Number: 53751252941**

**Account Type: Current**

**Swift Code: FIRNZAJJXXX**

**Name of Creditor: The Salvation Army Hesketh King Treatment Centre**

**Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Invoice/Account Number as well as Client Name/Creditor Name)

1. **Default**

3.1 Should the Debtor fail to make payment on the due date/s, the Full Balance of the outstanding amount becomes due and payable by the Debtor to the Creditor, together with Legal Cost if incurred.

3.2 The Creditor shall demand the outstanding amount from the Debtor, together with Legal Costs, should the Debtor fail to satisfy the Full Balance of the outstanding amount immediately, the Creditor, without further notice, shall be entitled to apply to the relevant Magistrate’s Court for Judgement against the Debtor for the outstanding amount including Legal Costs – the Debtor consents to Judgement in favour of the Creditor. Reporting to Credit Bureaus & Agencies would be implemented as well.

3.3 Should patient/Debtor abscond or refuse treatment the Debtor is still required to make full payment.

1. **General**

4.1 This Acknowledgement constitutes the entire agreement and no variation in terms of this Agreement, novation or cancellation shall be of any force or effect unless reduced to writing and signed by both the Creditor and the Debtor.

4.2 The Creditor and the Debtor select their respective addresses as their domicillia et executandi which shall be the address to which all correspondence and legal notices may be served.

4.3 The Debtor renounces the benefits of legal exceptions of no value received, revision of account, errors in calculation of the outstanding amount, and no reason for obligation to pay outstanding amount.

4.4 The Debtor agrees that, at the inception of the contract, s/he is fully conversant with the terms and conditions as set out in the acknowledgement.

1. **Signatories**

**Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_\_\_\_**

**As Witness for the Debtor:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Full Name**

**THE DEBTOR**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Full Name**

**Signed at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_\_\_\_**

**As witness for the Creditor:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Full Name**

**THE CREDITOR**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Full Name**