



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

ACKNOWLEDGEMENT OF DEBT

BETWEEN

THE DEPARTMENT OF WATER AND SANITATION

Department within the Government of the Republic of South Africa
(Hereinafter referred to as "DWS"),
herein represented by: **MR FRANS MOATSHE**
In his capacity as: **CHIEF FINANCIAL OFFICER**
and duly authorised thereto.

and

Lephalale Municipality

Entity Name

RSA ID, Trust or

Company Number

.....LIM 362.....

(Hereinafter referred to as the "Debtor" – Debtor to complete section below)

Entity Representative Personal Information:

Name:	MM
Surname:	Cocquyt
Capacity:	Accounting Officer
ID No:	6705280359082
Work Address:	Civic Centre Cnr Joe Slovo & Douwater Road
Work Tel No:	014 762 1409
Cell No:	082 578 8442

UWC
JBL



The Parties agree as follows: -

1. TOTAL AMOUNT OUTSTANDING AS OF 31/01/2023

1.1 The undersigned hereby confirm and acknowledges to The Department of Water and Sanitation that the undersigned is indebted to the Creditor in the amount of R141 541 386,52.

The Debtor acknowledges that she/he is indebted to the Creditor for the following:

1.1.1 Capital Amount R 114 024 297,03

1.1.2 Interest Charge R 27 517 089,49

2. PAYMENT ARRANGEMENT PLAN AVAILABLE OPTIONS

2.1 OPTION A:

The Debtor agrees to pay the capital amount as set out in paragraph 1.1 in full on..... into the Cheque Account of the Department and interest amount set out in paragraph 1.2 will be written off.

2.2 OPTION B:

The Debtor agrees to pay 50% deposit of the capital amount shown in paragraph 1.1 as a down payment into the Departments' Cheque account onthen the remaining balance to be paid on monthly instalments of not more than 12 monthsto be paid on or before 5th day of each preceding month until the capital sum has been paid in full. Interest will be frozen for the period of the settlement and will be written off after full capital amount is paid.

2.3 OPTION C:

The Debtor agrees to pay 10% deposit of the capital amount shown in paragraph 1.1 as a down payment R 11 402 429,70 into the Departments' Cheque account on 28 February 2023 then the remaining balance to be paid in three (3) equal instalments of R 6 841 457,82 over a period of five (5) years. Each instalment will be paid before 5th day of each preceding month after the receipt of equitable share tranche by the Municipality from National treasury until the capital sum has been paid in full. Interest



will be frozen for the period of the settlement and will be written off after full capital amount is paid.

2.4 The customer must ensure that current invoices are paid in full on monthly basis.

3. BREACH

If the Debtor fails to make available the agreed amount on the agreed date as set out in paragraph 2.1, 2.2, 2.3 and 2.4 above or if the Debtor commits any other breach in terms of this agreement, the Debtor hereby agrees that:

- 3.1 The whole of the capital sum together with *mora* interest shall become immediately due and payable and the Department shall be entitled to proceed for the immediate recovery thereof without prior notice to the Debtor; and
- 3.2 That the Debtor will bear the legal costs as between attorney and own client scale, such costs shall include the collection commission, tracing fees and disbursements.
- 3.3 Invoking of section 59 of the National Water Act 36 of 1998 to restrict water for non-payers.

4. CONSENT TO JURISDICTION

The Debtor hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, as amended, for all purposes in terms of this Agreement, but confirm that this shall not preclude the Creditor from instituting proceedings against the Debtor in any other court having competent jurisdiction.

5. CONSENT TO JUDGEMENT

- 5.1 In the event that the Debtor fails to meet his obligations in terms of this agreement, the Debtor hereby consents to judgement in terms of Section 57 or Section 58 of the Magistrate's Courts Act 32 of 1944.
- 5.2 Should the Debtor fail to make payment in terms of this agreement, the Debtor hereby consents and agrees that the Department may:



- 5.2.1 Apply for judgment without further notice for the outstanding balance in instalments or in accordance with the offer as set out herein; and
- 5.2.2 Implement any other debt collection remedy available to the Department

5.3 The Debtor agrees and undertakes to sign and execute all such documents as the Department may require in order to give effect to the Agreement and / or Orders as stipulated in paragraph 5.1 and 5.2 above.

6. NON-VARIATION

- 6.1 No act of relaxation, indulgence, or grace on the part of the Department shall in any way operate as or be deemed to be a waiver by the Department of any of its rights in terms of this agreement or a novation thereof.
- 6.2 The Debtor renounces the benefits of the legal exceptions "*ordinis seu excusationis*", "*non numeratae pecuniae*", "*errore calculi*", "*non causa debiti*" and "*revision of accounts*" with the full force, meaning and effect whereof the parties hereto declare themselves to be fully acquainted.

7. DOMICILIUM

7.1 We hereby choose *domicilium citandi et executandi* ("domicilium") for the purpose of serving any notice, process or other documents and for any other purpose arising from this Agreement at the address stated hereunder:

Domicillium Address of the Debtor:

Lephala Municipality
Private Bag x136
Lephala
0555

7.2 The Debtor shall be entitled from time to time, by written notice to the Department, to vary her *domicilium* to any other physical address within the Republic of South Africa, which is not a post office box or a *post restante*.

MHC
JL



7.3 This agreement supersedes all the prior agreements.

8. SEVERABILITY

8.1 In the event of any term or condition contained herein being or becoming invalid or unenforceable for any reason whatsoever, then in such event, the offending term or condition shall be severed from the agreement and the remaining terms and conditions shall be binding upon the Parties.

Signed at PRETORIA on this 26 day of MARCH ²⁰²³ 2022 in the presence of the undersigned witnesses.

FOR DWS: MR FRANS MOATSHE WHO BY HIS SIGNATURE HERETO WARRANTS THAT HE IS AUTHORISED TO SIGN ON BEHALF OF DWS

AS WITNESSES:

1.

2.

Signed at LEPHALE on this 28 day of FEBRUARY 2023 in the presence of the undersigned witnesses.

UnCoGmyt

FOR DEBTOR:

WHO BY HIS SIGNATURE HERETO WARRANTS THAT HE IS AUTHORISED TO SIGN ON BEHALF OF THE DEBTOR



AS WITNESSES:

1.

A handwritten signature in black ink, appearing to read "E. Botes".

2.

A handwritten signature in black ink, appearing to read "P. L.".

FOR DWS LEGAL SERVICES