

DEED OF SURETY

1. Should a suretyship be required by The Institute in respect of payment for any fees each signatory (hereinafter referred to as the “surety/ies”) to the suretyship other than the student, will bind himself/herself as surety/sureties and co-principal debtor/s jointly and severally for and with the student (the principal debtor) in solidum (together) in favour of The Institute for the payment of all debts and due fulfilment of all obligations of whatever nature and however arising which the student may now or hereafter owe to The Institute.
2. Each surety/parent/guardian/next-of-kin/spouse that signs this suretyship consents to the collection and processing of his or her personal information for the administrative and governance purposes of the applicant to this agreement.
3. **NB - If a surety is married In Community of Property that person must sign jointly with his/her spouse**

SURETY FOR PARENT/GUARDIAN/NEXT-OF-KIN/SPOUSE/FEE PAYER

IN CONSIDERATION OF ANY INDEBTEDNESS INCURRED OR TO BE INCURRED BY:-

Full name and surname of Student _____

Identity Number/Passport Number: _____

Student Number: _____

TO

IRON MOUNTAIN GROUP HOLDINGS (PTY) LTD T/A K&R HAIR ARTISTRY INSTITUTE

REGISTRATION NUMBER: PLEASE ADD IN COMPANY REG NO.

("The Institute ")

1. I/We the undersigned bind me/ourselves, jointly and severally, as surety/ies and co-principal debtor *in solidum* (which means, where there are several sureties, each is liable in full) for the repayment on demand of all amounts which the Student may now or at any time hereafter owe beauty school , its successors in title or assigns, (“my/our indebtedness”) plus (to the extent that the relevant debt of the Student be subject to the National Credit Act “ the NCA”, and permitted in terms thereof) interest, discount, commission, legal costs on the attorney and client scale, and all other necessary and usual charges and expenses.
2. To the extent that this suretyship is not governed by the NCA I/we also renounce the legal exception of *non numeratae pecuniae*, which entitles me/us to claim that no moneys were in fact paid over to the debtor/student, the legal exception of *non cause debiti*, which entitles me/us to claim that the principal debt for which I/we undertook liability does not exist, the legal exception of *errore calculi*, which entitles me/us to claim that the amount claimed has been

incorrectly calculated and the legal exception of revision of accounts, which entitles me/us to claim that Beauty school revises its accounts in respect of my/our indebtedness or the indebtedness of the Student. I/We also renounce all other exceptions which might or could be pleaded in defence to the payment of my/our indebtedness or any part thereof, with the force and effect of which exceptions I/we declare me/ourselves to be fully acquainted.

3. A statement signed by the Head of The Institute or such person as duly authorised by the head of the Institute specifying the amount owing by the debtor to The Institute and further stating that such amount is due, owing and payable by the debtor to The Institute, shall be sufficient (*prima facie*) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against me/us in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.

THIS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____ 2020.

Full Name: _____
ID Number: _____
Physical Address: _____

Tel Number: _____

THE PRINCIPAL SURETY SIGNATURE

THIS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____ 2020.

Full Name: _____
ID Number: _____
Physical Address: _____

Tel Number: _____

THE CO-SURETY SIGNATURE