

PRIVATE SECURITY INDUSTRY
REGULATORY AUTHORITY
PRIVATE BAG X817
PRETORIA
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PSiRA
Private Security Industry Regulatory Authority

**Private Security Industry
Regulatory Authority (PSIRA)**

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**“Suretyship in terms of Regulation 2(4)(c) of the Regulations made under the Private
Security Industry Regulation Act No. 56 of 2001”**

[PSIRA-4]

I the undersigned,

Full name and identity number (hereinafter called “the Surety”)

hereby bind myself jointly and severally in favour of:

**THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY
(Established in terms of Act No. 56 of 2001)
(hereinafter called “the Authority”)**

as Surety for and co-principal debtor *in solidum* with:

(hereinafter called “the Applicant Business”)

for the payment of every amount which may now or at any time hereafter be or become owing by the Applicant Business to the Authority in terms of the Private Security Industry Regulation Act (“the Act”), any Regulations made under the Act, the Private Security Industry Levies Act or any other amount due and payable to the Authority, and for the due performance of every obligation, howsoever arising, which the Applicant Business may now or at any time hereafter be or become bound to perform in favour of the Authority, **its predecessor or lawful successors in title.**

The Surety hereby agrees that:

1. This agreement shall establish a continuing covering liability on my part for whatsoever amount/s and whatsoever other obligation/s will be owing by the Applicant Business to the Authority for the time being, notwithstanding any intermediate discharge or settlement of the amount and notwithstanding insolvency (which term, shall for all intents and purposes of this agreement include sequestration, surrender, winding up and judicial management) or legal disability of the Applicant Business, until the Authority agrees in writing to cancel this agreement.
2. Without restricting the generality of anything hereinbefore contained the Surety’s liability hereunder shall not be limited to the principal sum of indebtedness of the Applicant Business to the Authority but shall also cover all amounts making up the indebtedness.
3. An admission or acknowledgement of indebtedness by the Applicant Business shall be binding on the Surety;
4. A certificate signed by the Director of the Authority as to the existence and amount of the indebtedness of the Applicant Business to the Authority at any time and as to the fact that the same is due and payable, shall be sufficient proof, for the purposes of provisional sentence or summary judgment against the Surety in any competent court, of the existence of the debt(s) referred to in such certificate, and amount/s owing thereon and the fact that such amount/s is/are liquidated and due and owing and has/have not been paid;
5. No extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Authority to the Applicant Business or to the Surety, and no realization, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge the Surety from liability *in solidum*;
6. In the case of insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of the Applicant Business:

- 6.1 the Authority shall be entitled to prove its claim in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt of any dividend/s or payment/s in respect thereof, shall in any way affect or derogate from the Authority's right to recover from the Surety, the amount/s for which such claim is proved and any of other sum/s for which the Surety, as the case may be, may be or become liable to the Authority hereunder;
- 6.2 any dividend/s or other payment(s) actually received by the Authority out of the winding up or judicial management concerned, or in terms of such assignment, compromise, composition, scheme or arrangement, shall (as far as the Surety is concerned) either, at the Authority's option:
- 6.2.1 be applied on account of the Applicant Business's indebtedness to the Authority, without releasing the Surety from liability to the Authority for the balance of such indebtedness; or
- 6.2.2 be treated and held by the Authority as cash security for the liability hereunder of the Surety to the Authority until such time as the Authority will choose to apply the same towards such liability or, whichever is the sooner, until the Authority will have recovered from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over by the Authority to the Surety, and provided further that the Authority shall not be liable for the payment of interest on any such cash security, and
- 6.3 all costs of and incidental to the proof of the Authority's claim in such winding up, judicial management, assignment, compromise, composition, scheme or arrangement as well as all costs and expenses of maintaining, conserving and/or realizing any security which the Authority may hold for its claim and all sums, including any contribution, payable by the Authority in consequence of the proof of its claim, shall be recoverable by the Authority from the Surety;
7. The Authority shall at all times be entitled to apply any amount/s received by it from the Applicant Business or from the Surety, or from the proceeds of any relevant security or otherwise, to such debt/s of the Applicant Business as the Authority may in its discretion decide and whenever the Authority may in its discretion think fit to do so.

8. The Surety renounces the benefits of:

- 1.1 **excussion - by renouncing this benefit the Surety understands that the Authority becomes entitled to sue the Surety for the full amount owing under this undertaking without first proceeding against the Applicant Business;**
- 1.2 **division - by renouncing this benefit the Surety understands that where there is more than one surety for the Applicant Business' obligations, the Authority will be entitled to sue each surety for the full amount owing under this undertaking and not only for a *pro rata* share;**
- 1.3 **cession of action - by renouncing this benefit the Surety understands that the Authority becomes entitled to sue the Surety without first ceding the Authority's right of action against the Applicant Business to the Surety;**
- 1.4 ***non causa debiti* - by renouncing this benefit the onus of disproving the cause of the debt will rest on the Surety;**
- 1.5 **no value received, revision of accounts and errors in calculation - by renouncing these benefits the Surety agrees that the calculation of the amount owed is correct and the onus of proving an error will rest on the Surety; and**
- 1.6 ***de duobus vel pluribus reis debendi* - by renouncing this benefit or legal exception the Surety acknowledges that joint sureties signing this document will be jointly and severally liable to the Authority.**

9. In terms of Section 45 of the Magistrate's Court Act 1944, the Surety hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against the Surety by the Authority. It shall nevertheless be entirely within the discretion of the Authority whether to proceed against the Surety in such Magistrate's Court or to do so in any other court having jurisdiction.

10. The Surety hereby chooses *domicilium citandi et executandi* for all purposes arising out of this agreement as follows:

THUS DONE AND SIGNED at _____ on _____ in the presence of the
Undersigned witnesses.

SIGNATURE: _____

WITNESSES:

1. _____

2. _____

