

DEBIT ORDER AUTHORITY AND MANDATE

SCHEME:	
SECTION/ERF NUMBER:	
UNIT NUMBER:	
LIFE RIGHT HOLDER(S):	
LIFE RIGHT AGREEMENT (“ THE LRA ”) CONCLUDED ON:	

A. Authority

1. Authority details:

Authority given by (account holder’s name):	
Physical address (“ <i>domicilium</i> ”):	
Email address:	
Telephone number:	
Bank details: <i>(Proof of bank details to be attached – cancelled cheque OR bank statement not older than 3 months, OR account confirmation letter bearing the bank’s original stamp)</i>	<u>Bank:</u> <u>Account number:</u> <u>Branch:</u> <u>Branch code:</u> <u>Type of account*:</u> current (cheque) / savings <i>(*delete that whichever is not applicable)</i>
Payment Day:	28 th * OR 1 st * of each and every month <i>(*please circle chosen date)</i>
Commencement Date:	
Authority given to:	Evergreen Property Investments (Pty) Ltd; Evergreen Lifestyle Villages (Pty) Ltd; and Evergreen Health (Pty) Ltd (hereinafter referred to as “ the Beneficiaries ”)
Beneficiaries Abbreviated Names: <i>(As it appears on accountholder’s bank statement to identify this debit order)</i>	Evergreen Prop; Evergreen Lifestyle; and Evergreen Health
Beneficiaries <i>domicilium</i> :	Amdec House, Silverwood Close, Steenberg Office Park, Tokai, 7945 Email: legaldept@evergreenlifestyle.co.za

2. I/We, the undersigned, hereby authorise the Beneficiaries to issue and deliver payment instructions to its bankers for collection against my/our account and at my/our bank (or any other bank or branch to which I/we may transfer my/our account) as detailed in 1 above, on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the LRA and shall continue until this Debit Order Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 1 (one) calendar month, and delivered by hand and/or per email to the Beneficiaries' address and/or email address stated in 1 above.
3. The individual payment instructions authorised by me/us in terms of this Debit Order Authority and Mandate must be issued and delivered as follows:
 - 3.1. monthly, on or after the dates when the obligation in terms of the LRA is due and the amount of each individual payment instruction may not be more or less than the payment obligation to be met in that particular month;
 - 3.2. on my/our Payment Day as indicated in 1 above, commencing on the Commencement Date referred to in 1 above. In the event that the Payment Day falls on a Sunday or recognised South African public holiday, the Payment Day will automatically be the following business day;
 - 3.3. in the event that there are insufficient funds in my/our nominated account to meet my/our aforesaid payment obligations, the Beneficiaries are entitled to track my/our account and again present the instruction for payment as soon as sufficient funds are available in my/our account;
4. I/We acknowledge that I/we understand that:
 - 4.1. the withdrawals from my/our account hereby authorised will be processed through a computerised system used by the South African banks and I/we also understand that details of each withdrawal will be printed on my bank statement; and
 - 4.2. such entry on my bank statement must contain a reference number, which must be included in the said payment instruction and if provided to the Beneficiaries should enable the Beneficiaries to identify the LRA.
 - 4.3. I/We shall not be entitled to any refund of amounts which the Beneficiaries have withdrawn from my/our account while this Debit Order Authority and Mandate was in force, if such amounts were legally owing to the Beneficiaries in terms of the LRA.

B. Mandate

I/We acknowledge that all payment instructions issued by or on behalf of the Beneficiaries under this Debit Order Authority and Mandate shall be treated by my/our bank as if the instruction had been issued by me/us personally.

C. Cancellation

I/We agree that although this Debit Order Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the LRA and my/our liability under the LRA shall remain irrespective of whether this Debit Authority and Mandate may have been cancelled. I/We shall not be entitled to any refund of amounts which the Beneficiaries have withdrawn from my/our aforementioned account while this Debit Order Authority and Mandate was in force, if such amounts were legally owing to the Beneficiaries in terms of the LRA.

D. **Assignment**

I/We acknowledge that this Debit Order Authority and Mandate may be ceded or assigned by the Beneficiaries to a third party if the LRA is also ceded or assigned to that third party, but in the absence of such cession or assignment of the LRA, this Debit Order Authority and Mandate cannot be ceded or assigned to any third party.

SIGNED AT _____ ON _____

SIGNATURE OF ACCOUNT HOLDER(S): _____