Letter of Demand

Kagiso Avery
Freelance photographer and videographer, trading in my own name
14 Example Road, Exampleton, Gauteng, 0001
Cell: 071 555 0123 | E-mail: kagiso@avery-studio.example

Date: 16 November 2026

BY REGISTERED POST (REGISTERED ARTICLE NUMBER RD 000 123 456 ZA)COPY BY E-MAIL TO accounts@northwind-events.example FOR INFORMATION ONLY

My reference: KA/2026/031
Your purchase order: PO-4471
Invoice: INV-2026-031

This letter is a written demand under section 29(1)(a) of the Small Claims Courts Act 61 of 1984. I am delivering it to you by registered post, which is one of the two methods of delivery that the section and the official Form 4 allow. The e-mail copy is sent only so that you can read the letter today. It does not replace the registered letter, and the period of 14 days in paragraph 8 below is counted from the date on which you receive the registered letter.

Northwind Events (Pty) Ltd
For the attention of: Ms Jordan Peters, Financial Manager
Unit 3, 88 Sample Street, Exampleton Industria, Gauteng, 0002
E-mail: accounts@northwind-events.example

I send this letter to the business address that appears on your purchase order and on every e-mail you sent me about this matter. If Northwind Events (Pty) Ltd has appointed an attorney to deal with this claim, please give this letter to the attorney straight away and send me the attorney's name, address and reference. I will then direct further correspondence about the claim to the attorney.

LETTER OF DEMAND IN TERMS OF SECTION 29(1) OF THE SMALL CLAIMS COURTS ACT 61 OF 1984 (FORM 4 FORMAT)

Re: Unpaid fee of R15 400 for photography and video services at the Harbour range outdoor furniture launch on 29 August 2026, Invoice INV-2026-031

Dear Ms Jordan Peters,

I write about the unpaid balance of my fee for the photography and video services that I supplied to **Northwind Events (Pty) Ltd** ("Northwind", "you" or "your") under the agreement described below.

I write in my own name and on my own behalf. I am the person to whom the money is owed. I am not an attorney, and I am not a debt collector acting for someone else. Nobody is being paid to collect this debt from you.

The purpose of this letter is to set out my claim in enough detail for you to check every amount, to demand payment of **R15 400** plus interest, and to give you at least 14 days from receipt of this letter to pay before I take the claim to court. I would much prefer to settle this matter without a court case, and I ask you to read the whole letter before you reply.

1.1 **The parties.** I, **Kagiso Avery** (the "Photographer"), am a natural person. I work as a freelance photographer and videographer in my own name and not through a company or close corporation.

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Northwind is a private company that organises corporate and product launch events.

1.2 **How the agreement was made.** On 4 August 2026 I sent your events coordinator a written quotation, number Q-2026-018, for photography and video coverage of the Harbour range outdoor furniture launch at The Glasshouse, 5 Example Lane, Exampleton on 29 August 2026. On 6 August 2026 you accepted the quotation by e-mail and issued purchase order PO-4471. The quotation, its attached shot list and your purchase order together form the agreement between us (the "Agreement").

1.3 **What I agreed to do.** Under the Agreement I agreed to:

- photograph the launch from 17:00 to 22:00 on 29 August 2026, covering the arrival of guests, the speeches, the product unveiling, the 14 items on the shot list and general guest photographs;
- record video of the speeches and the unveiling and edit it into a highlights video of between two and three minutes; and
- deliver at least 250 edited photographs and the highlights video through an online gallery within 10 calendar days after the event.

1.4 **The price.** The agreed fee was **R22 000** for five hours of coverage, editing and delivery. The quotation provided for extra coverage at R700 for each additional hour or part of an hour, if requested by your representative on the day.

1.5 **Payment terms.** The quotation required a deposit of R5 000 to secure the date, with the balance payable within 7 days after the date of my final invoice. The Agreement does not fix a rate of interest on late payment.

1.6 **Copies.** A copy of the quotation, the shot list, your acceptance e-mail and your purchase order are enclosed with this letter, so that you can check each term I rely on.

2.1 I attended at The Glasshouse, 5 Example Lane, Exampleton on 29 August 2026 from 16:30, set up my equipment and began coverage at 17:00 as agreed.

2.2 At about 21:40 your events coordinator, Sam Naidoo, asked me to stay until the end of the after-party. I agreed and continued coverage until midnight. That was two additional hours, which your coordinator confirmed in a WhatsApp message to me at 00:04 on the following day. A copy of that message is enclosed.

2.3 I edited the photographs and the video in the week after the event. On 8 September 2026 I delivered 312 edited photographs and a highlights video of 2 minutes 40 seconds to you through a private online gallery, and I sent the gallery link and password to Sam Naidoo and to your accounts department by e-mail. The delivery took place 10 days after the event, which is within the period the Agreement allowed.

2.4 The gallery log shows that the gallery was opened from your company's e-mail addresses on 47 occasions between 8 September 2026 and 30 September 2026 and that 286 photographs were downloaded. Several of the photographs and the highlights video were later published on your company's website and social media pages to promote the product range.

3.1 The history of the account is as follows:

- **7 August 2026**: you paid the deposit of R5 000 by electronic transfer;
- **8 September 2026**: I issued Invoice INV-2026-031 for the agreed fee of R22 000 plus R1 400 for the two additional hours, less the deposit, a balance of **R18 400**, payable on or before **15 September 2026**;

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18 September 2026: I sent a polite e-mail reminder to your accounts department, after the due date passed without payment;

- **25 September 2026**: your accounts clerk replied that the invoice had been "approved and loaded for the next payment run";
- **2 October 2026**: you paid R3 000 by electronic transfer with the reference "INV-2026-031 part";
- **20 October 2026**: I sent a second reminder, asking when the balance would be paid;
- **22 October 2026**: Ms Jordan Peters replied by e-mail, for the first time raising the complaints dealt with in paragraph 7 below and saying that no further payment would be made.

3.2 Apart from the e-mail of 22 October 2026, Northwind has never told me that it disputes any part of the invoice. Copies of the invoice and of all the correspondence listed above are enclosed.

4.1 The amount I claim is calculated as follows:

Date

Item

Debit

Credit

Balance

6 August 2026

Agreed fee under the Agreement

R22 000

R22 000.00

7 August 2026

Deposit received

R5 000

R17 000.00

8 September 2026

Two additional hours at R700 an hour (Invoice INV-2026-031)

R1 400

R18 400.00

2 October 2026

Part payment received

R3 000

R15 400.00

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Capital now due

R15 400

4.2 The capital due is therefore **R15 400**. No other payment, credit note or set-off has been received or agreed.

4.3 In addition to the capital, I claim interest on R15 400 as set out in paragraph 5. I do not claim any collection fee, administration fee or other charge.

5.1 The Agreement does not fix a rate of interest. I therefore claim interest at the prescribed rate of interest under section 1 of the Prescribed Rate of Interest Act 55 of 1975. That rate is the repurchase rate determined from time to time by the South African Reserve Bank plus 3.5 per cent a year.

5.2 I claim that interest on the capital of R15 400 from 15 September 2026, the date on which the balance of the invoice became payable, until the date of payment, both days included.

5.3 The prescribed rate changes when the Reserve Bank changes the repurchase rate. A change takes effect on the first day of the second month after the month in which the Reserve Bank makes it. I will calculate the interest at the rate in force for each period and will send you a written calculation on request, before you pay.

5.4 If you pay the full capital and interest within the period set in paragraph 8, I will accept that payment in full settlement of the interest claim and will not add interest for any later period.

6.1 My claim is a claim for the agreed price of services that I performed in full under the Agreement. I did everything that the Agreement required of me: I covered the event for the agreed hours and the two additional hours your coordinator asked for, and I delivered the agreed photographs and video within the agreed time.

6.2 Your obligation to pay the balance of Invoice INV-2026-031 arose on 8 September 2026 and payment was due on or before 15 September 2026. You did not pay on that date. You paid R3 000 on 2 October 2026 and have paid nothing since.

6.3 Northwind is therefore in breach of the Agreement and owes me the capital of R15 400 together with interest as set out above.

7.1 In your e-mail of 22 October 2026 you raised two complaints. I respond to each of them below.

7.2 **"The photographs were delivered late."** The Agreement required delivery within 10 calendar days after the event. The event took place on 29 August 2026 and I delivered the gallery on 8 September 2026, the tenth day. The gallery link, which is enclosed, records the date and time of upload. Delivery was therefore on time. Nobody at Northwind asked for earlier delivery or told me before 22 October 2026 that the timing caused any problem.

7.3 **"The group photograph of the directors was not taken."** The enclosed shot list, which formed part of the Agreement, contains 14 items. A group photograph of the directors is not one of them. I took every photograph on the shot list, and the gallery index identifies the photograph that answers each item. I photographed each director individually during the speeches, and those photographs are in the gallery.

7.4 You also wrote that the price should be reduced because "the after-party coverage was not requested by management." The two additional hours were requested by your events coordinator, who was Northwind's representative at the event and who confirmed the request in writing at 00:04

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the following morning. The quotation expressly provided for additional hours requested on the day by your representative.

7.5 For these reasons I do not accept that Northwind is entitled to withhold any part of the balance. If you have any document or other information that you believe supports your complaints, please send it to me with your reply and I will consider it carefully.

8.1 **I hereby demand that you pay me the sum of R15 400, together with interest at the prescribed rate from 15 September 2026 to the date of payment, within 14 (fourteen) days from the date on which you receive this letter.**

8.2 You may also settle the claim within the same period in another way that I agree to in writing, for example by an instalment arrangement under paragraph 12.

8.3 If you fail to comply with this demand within the 14 (fourteen) days, I will institute action against you in the Small Claims Court to obtain a judgment for my claim against you.

9.1 Please pay by electronic transfer to the following account:

Account holder: K Avery | Bank: Example Bank | Account number: 0000 1234 56 | Branch code: 000000
Payment reference: **INV-2026-031**

9.2 Please send proof of payment by e-mail to kagiso@avery-studio.example on the day you pay. A payment counts as made on the day the funds reach my account.

9.3 I will confirm receipt in writing within two business days. If you pay the full amount within the period in paragraph 8, I will treat the matter as closed and will issue you with a statement showing a nil balance.

9.4 I have never asked for payment to any other account. If you receive a message that appears to come from me and gives different banking details, please do not pay. Telephone me on 071 555 0123 to confirm the details first.

10.1 I am not an attorney, and this letter has not been sent by an attorney on my behalf. I therefore claim no fee or cost for this letter, and none is included in the amount demanded in paragraph 8.

10.2 If I later instruct an attorney to send a further letter of demand by registered post and you pay after receiving it, I will be entitled to claim from you the fees and costs prescribed in the court rules for that letter, provided that the attorney's letter states the amount of those fees and costs.

11.1 This is an open letter. I may show it to the court.

11.2 I remain willing to discuss a reasonable settlement. If either of us wishes to make a settlement proposal, it should be made in a separate letter or e-mail marked "without prejudice", so that this letter remains a clear statement of my full claim.

11.3 Nothing said in any settlement discussion will change this demand, extend the period in paragraph 8 or reduce my claim unless I agree to it in writing.

12.1 If Northwind accepts that it owes the amount claimed but cannot pay it in one amount, the Magistrates' Courts Act 32 of 1944 allows you to respond to this letter of demand in writing in either of the following ways.

12.2 **Admission of liability and offer of instalments (section 57).** You may admit in writing that you owe the debt and offer to pay it in instalments. Your written offer must set out your monthly or

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weekly income and expenditure, any other instalment orders or agreements under which you are paying, and the amount of the instalment you offer. If I accept your offer, I will tell you so in writing by registered letter. If you then fail to pay an instalment as agreed, I may ask the court to enter judgment against you for the outstanding balance.

12.3 **Consent to judgment (section 58).** You may instead consent in writing to judgment in my favour for the amount owed, with or without an order that you pay it in instalments.

12.4 I will consider any written proposal in good faith. Until I accept a proposal in writing, the demand in paragraph 8 stands.

13.1 If the claim is not paid or settled within 14 days from your receipt of this letter, I intend to institute action against Northwind in the Small Claims Court for the district of Exampleton, without further notice to you.

13.2 The Small Claims Court hears claims of up to R30 000. My claim of R15 400 plus interest falls within that limit. Only a natural person may institute an action in the Small Claims Court, and a company may be a party only as a defendant. I am a natural person and Northwind is a company, so the claim can proceed in that court.

13.3 In the Small Claims Court both parties appear in person. Neither of us may be represented by an attorney or anyone else during the proceedings. Northwind would be represented by one of its own officers.

13.4 Before the clerk of the court issues the summons, I must hand the clerk a copy of this letter of demand and prove that it was delivered to you by registered post. I am keeping the registered post receipt for that purpose.

13.5 If the court gives judgment against Northwind, I will take the steps that the law allows to enforce it. I would rather avoid that outcome for both of us.

14.1 The Agreement is a once-off agreement for photographic and video services, with payment of the balance due within 7 days after the final invoice. It does not defer payment for a fee or charge interest under its own terms.

14.2 I do not regard the Agreement as a credit agreement to which the National Credit Act 34 of 2005 applies. This letter is therefore not a notice under section 129 of that Act.

14.3 If Northwind believes that the National Credit Act applies to the Agreement, please say so in your reply and give your reasons. I will consider them before I take any further step.

15.1 The balance of Invoice INV-2026-031 became due on 15 September 2026. Under the Prescription Act 68 of 1969, a debt of this kind prescribes three years after it becomes due. My claim is therefore not close to prescription.

15.2 This letter of demand does not in itself interrupt the running of prescription. Prescription is interrupted by the service of court process claiming payment of the debt, or by an express or tacit acknowledgement of liability by the debtor.

15.3 I ask you to confirm in writing, with your reply, the balance that Northwind accepts it owes. I will rely on any part payment or written admission as an acknowledgement of liability for that amount.

16.1 Nothing in this letter, and no delay on my part in taking any step, is a waiver of any of my rights or remedies under the Agreement or under the law. All of them are reserved.

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16.2 In particular, I reserve the right to rely on further facts or documents, to claim further interest that accrues after the date of this letter and to claim the costs that a court may award.

16.3 The photographs and video remain subject to the licence terms in the quotation. I reserve all my rights in that regard, including the right to raise the use of the photographs on your website and social media while the fee remains unpaid.

17.1 Within 14 days from the date you receive this letter, please do one of the following:

- pay the full amount in paragraph 8 to the account in paragraph 9 and send me proof of payment;
- send me a written admission and instalment offer under paragraph 12.2, or a written consent to judgment under paragraph 12.3; or
- if you dispute the claim, send me a written explanation of each point you dispute, with copies of any documents you rely on.

17.2 You may reply by e-mail to kagiso@avery-studio.example or by post to the address at the top of this letter. Please quote my reference KA/2026/031.

17.3 If you would like to discuss the matter first, you may telephone me on 071 555 0123 on weekdays between 09:00 and 17:00. Please confirm in writing anything we agree by telephone.

I look forward to receiving your payment or your written reply within 14 days from the date you receive this letter.

Yours faithfully,

(Signature, mark or fingerprint)

Kagiso Avery
Address: 14 Example Road, Exampleton, Gauteng, 0001
E-mail: kagiso@avery-studio.example
Date: 16 November 2026

Enclosures:

1. Quotation Q-2026-018 dated 4 August 2026, with the shot list
2. Your acceptance e-mail and purchase order PO-4471 dated 6 August 2026
3. WhatsApp message from Sam Naidoo confirming the two additional hours
4. Delivery e-mail of 8 September 2026, gallery upload record and gallery index
5. Gallery access and download log for 8 September 2026 to 30 September 2026
6. Invoice INV-2026-031 dated 8 September 2026
7. Correspondence of 18 September, 25 September, 20 October and 22 October 2026
8. Bank statement entries for the payments of 7 August 2026 and 2 October 2026

cc: Own file, reference KA/2026/031 (with the registered post receipt)

No copy of this letter has been sent to any person other than Northwind.

Record of delivery (kept with my copy of this letter, not sent to Northwind)

Method of delivery: registered post

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Registered article number: RD 000 123 456 ZA
Posted at: Exampleton Post Office on 16 November 2026
Track-and-trace status: delivered to the recipient's address on 20 November 2026
Copy e-mailed to accounts@northwind-events.example on 16 November 2026 at 10:15 (for information only)
Last day for payment, counted from receipt: 4 December 2026

When I ask the clerk of the Small Claims Court to issue summons, I will hand in a copy of this letter together with the registered post receipt as proof that the letter of demand was delivered.

If this letter is delivered by hand instead of by registered post, I will complete the affidavit of delivery in Form 5, confirming that I delivered a letter of demand in terms of section 29(1) of the Small Claims Courts Act, and state the date, time, place and person to whom I handed it.

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