

ZA-COM510



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Date

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**ZA-COM510**

This agreement is

It is made between

And

[Borrower name]

("the Lender")

("the Borrower")

**Definitions**

These are the definitions which, in a different interpretation

context requires a

"Advance"

the Borrower at his

"Interest D

is payable.

"Loan"

or at any later date from the Borrower to

**1 Purpose of**

The purpose of the Loan is that the Lender will

in accordance with the terms under which the

**2 Amount of**

The Loan is to be lent by the Lender in the sum of the lesser sum

which has not in fact been repaid, or such sum as may be required to be made.

**3 Advances**

3.1 The Lender shall

make the Advances, as the Borrower

OR

3.1 The  
has

as this agreement

OR

3.1 The  
infor

is provided certain

OR

3.1 The  
prov  
The  
the

in the Borrower has  
ction of the Lender.  
unt or amounts, as  
e advances").

3.2 Befo  
Len

er shall send to the

**4 Repaymer**

The Loan s

OR

4 The Loan s  
[list of date

led dates:

OR

4 The Loan  
[here set o  
to be repai

in the sums stated  
es, and the amount

**5 Interest pa**

5.1 Inte

aid on the Loan

OR

5.1 Inte  
to tir

oase rate from time  
n.

5.2 Inter

ally]

5.3 Inter

**6 Early repa**

The Borrower provided that the Lender the Borrower

date for repayment by the Borrower to notice then binds

**7 Method of**

All payments Australian as the Lender

t shall be paid in within South Africa

**8 Default in**

8.1 An “

8.1.1

te for payment any after the Lender by yment; or y of the Borrower;

8.1.2

If the

8.1.3

8.1.4

g to resolve to wind

8.1.5

tower other than for

8.2 Whe defa

y issue a notice of of the Loan then

outs

or payment.

8.3 From  
on t  
inter

the rate of interest  
centage] and such

**9 No change**

Until the Lc

9.1 shall  
way

ender any issue by

9.2 shall  
share  
to th

ching to its existing  
any right attaching

9.3 shall  
any

in respect of it, or  
fund.

**10 Borrower's**

The Borrow

10.1 that

10.2 that  
finan  
Lenc

fairly represents the  
nt knowing that the

10.3 that

is

10.4 that  
com

s from any present

10.5 that  
occu

rse changes which

**11 Contract is**

Each sub

verable from each

other para  
unenforcea  
deleted, it  
enforceable

any restriction is  
f the wording were  
to make it valid and

## 12 Notices and

12.1 Any  
be g  
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prov

of this agreement to  
and or sent by first  
at the address last

12.2 Any  
give  
cont  
and  
suffi

deemed to have been  
that the envelope  
addressed, pre-paid  
the sender, shall be

12.3 Any  
have

shall be deemed to

12.4 Serv  
shal  
serv  
addr  
conc

of this agreement  
to the party to be  
ce, or to such other  
iting by the party

## 13 Headings

The headin

## 14 Dispute Re

In the eve  
attempt to s

parties undertake to  
ancing litigation.

## 15 Waiver

The failure  
of the term  
right at any

and any one or more  
of them or of the  
of this Contract.

**16 Jurisdiction**

This Contract and the parties agree

South Africa and the African courts.

Signed by [name]

Witness name

address:

Signed by [name]

Witness name

address:

## Explanatory notes Unsecured loan a

These notes are b  
to the circumstanc  
deleted or change

## Help with this do

If you would like  
telephone or e-ma  
read these notes c

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## General commen

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9 This paragr

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10 Insofar as th  
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End of notes