WeHelpYou Finance.

072 653 7960
admin@wehelpyoufinance.co.za
Stellenbosch, Western Cape, 7600

TERMS AND CONDITIONS

1. RECORDAL

1.1. The Parties to this Agreement are the Seller and We Help You Finance.

1.2. The Seller is the registered owner of the immovable property being sold to the Purchaser, under Deed of Sale.

1.3. The immovable property is described in the Offer for Bridging Finance and Pre-Agreement.

1.4. Discounting Agreement means the sale, cession and transfer of rights in exchange for payment of a consideration amount in Rand value at a discounted rate based on the value of the ceded rights.

1.5. The Offer for Bridging Finance means the Seller, by completing and affixing his/her signature thereto, an Offer to We Help You Finance to sell, cede and transfer his/her rights, interest and claim to the proceeds of the purchase price, or portion thereof ("the Ceded Claim"), to We Help You Finance, subject to the terms and conditions in the Pre-Agreement and those found in this document.

1.6. The consideration amount is calculated at a discounted rate on the value of the Ceded Claim.

1.7. The Offer for Bridging Finance will be met with a Counter Offer from We Help You Finance, which document will table the details relating to the Sale proceeds, the value of the Ceded Claim, calculation of the Consideration, the Discounting rate, the payment terms and disclaimer.

1.8. The Counter Offer is a formal quotation which will be subject to the acceptance of the Seller, which upon the Seller's signature shall constitute a binding agreement between the Parties.

1.9. The terms and conditions of the Pre-Agreement shall become binding and enforceable upon the acceptance of the Counter Offer.

1.10. In this Agreement, words in the singular include the plural and vice versa, unless the contrary intention appears from the context of the relevant clause.

1.11. In this Agreement, reference to any gender shall include all genders, and where the Seller is a juristic person, the pronoun used shall not detract any meaning from the identity of the Seller.

1.12. The Conveyancer shall mean the attorneys tasked and mandated to register and transfer the immovable property from the name of the Seller to the name of the Purchaser in the relevant Deeds Office. The Conveyancer's information will be completed on the Offer for Bridging Finance and Pre-Agreement.

1.13. The Conveyancer shall play a crucial role in providing all relevant information in respect of the sale of the immovable property to We Help You Finance for purposes of determining whether the contract is perfected and whether there are any potential risks involved that may undermine this Agreement.

1.14. This Agreement shall be governed by the laws of the Republic of South Africa.

2. DISCOUNTING PERIOD

2.1. The discounting period means the lapse of time from the date of payment of the Consideration to the date of payment of the Ceded Claim.

2.2. The discounting period is based on the Conveyancer's estimation for the anticipated date of transfer.

2.3. Should transfer of the immovable property occur on a date which does not coincide with the anticipated date of transfer, the actual discounting period will be applied to recalculate the value of the Ceded Claim at the same discounting rate,

3. REPAYMENT

3.1. Payment of the Ceded Claim will become due and payable on the date of transfer in the relevant Deed's Office, and payment shall occur on such date or as close as possible to the date of transfer, directly to We Help You Finance by the Conveyancer, from the proceeds of the sale.

3.2. Payment will occur before the proceeds of the sale, or the residue thereof is paid to the Seller.

3.3. The Seller indemnifies We Help You Finance against non-payment of the Ceded Claim should the Ceded Claim not be paid out within 120 days from the date on which the Consideration is paid by We Help You Finance to the Seller, subject to We Help You Finance's sole discretion to extend the said period, without prejudice to any of its rights.

3.4. Should the Seller pass away after receipt of the Consideration and before repayment of the Ceded Claim, the Seller agrees that We Help You Finance shall have a claim against the deceased estate.

3.5. Should the Seller, being a juristic person, is deregistered the joint members/ trustees/ shareholders/ directors herewith agree to bind themselves personally for repayment of the entire Ceded Claim and agree herewith to stand surety for the Seller's due performance under this Agreement.

3.6. In the event that the Seller/Purchaser is sequestrated or liquidated, or an application to sequestrate or liquidate is brought against the Seller/Purchaser, before repayment of the Ceded Claim and after transfer, We Help You Finance has the right to receive payment of the Ceded Claim from the Conveyancer, since this Agreement constitutes an out-and-out cession.

3.7. In the event that the Purchaser is sequestrated or liquidated before payment of the Ceded Claim and after transfer, the Seller bears the responsibility of repayment of any shortfall of the Ceded Claim if the Purchaser is unable to pay the purchase price for any reason.

3.8. In the event that the Seller is sequestrated or liquidated, or an application to sequestrate or liquidate is brought against the Seller, before repayment of the Ceded Claim and before transfer, this Agreement:

3.8.1. will immediately terminate without notice, if the Deed of Sale is cancelled, and the Seller shall immediately restore the status quo ante by repaying the Consideration to We Help You Finance plus any damages which We Help You Finance may have incurred; or

3.8.2. will continue if the Deed of Sale is not cancelled, and We Help You Finance has the right to receive payment of the Ceded Claim from the Conveyancer, since this Agreement constitutes an out-and-out cession.

3.9. In the event that the Purchaser is sequestrated or liquidated before payment of the Ceded Claim and before transfer, and the Deed of Sale is not cancelled and transfer takes place, the Seller bears the responsibility of repayment of any shortfall of the Ceded Claim if the Purchaser is unable to pay the purchase price for any reason.

3.10. In the event that the Purchaser dies before transfer of the property, and should the Executor of the deceased estate decide to cancel the Deed of Sale or if the purchase price was secured by an approved bond, the Seller shall carry the liability of repayment of the Ceded Claim, which payment will become immediately due and payable upon the settlement figure as provided by We Help You Finance at such date.

4. PLACE AND TIME OF PAYMENT

4.1. The Conveyancer shall make payment of the Ceded Claim to We Help You Finance from the proceeds of the sale upon date of registration in the relevant Deed's Office or as soon as possible thereafter.

4.2. Payment of the Ceded Claim shall be made to We Help You Finance's chosen bank account, the details of which is: [insert bank details] ______________________________

4.3. The payment details above shall be applicable to the Seller in the event of termination or breach of this Agreement.

5. TERMINATION

5.1. If any one of the following events occur, We Help You Finance reserves the right to immediately terminate this Agreement in writing:

5.1.1. The Seller breached any of its obligations under this Agreement, and did not rectify his/her breach after due notice has been given to the Seller, informing him/her of the breach;

5.1.2. The Seller provided false information in the Offer for Bridging Finance and Pre-Agreement;

5.1.3. The Deed of Sale has been terminated, repudiated, breached by the Seller/Purchaser, or due to impossibility of performance the Deed of Sale can no longer proceed;

5.1.4. The Seller made a misrepresentation regarding his/her/its authority to enter into this Agreement;

5.1.5. The Seller acted fraudulently in any way during the conclusion of this Agreement;

5.1.6. The Seller/Conveyancer failed to disclose a material aspect that would negatively affect this Agreement;

5.1.7. The Seller breached any warranty or representation made in this Agreement;

5.1.8. The anticipated date of transfer does not occur within 120 days of payment of the Consideration;

5.1.9. The Conveyancer fails to make payment of the Ceded Claim within three days of transfer;

5.1.10. Circumstances arose which hampered or limited We Help You Finance right to exercise its claim for repayment, or its right or ability to enforce its rights against the Seller;

5.1.11. Any security under the Deed of Sale has been lost or withdrawn for due payment of the purchase price;

5.1.12. This Agreement is, or became, either wholly or partially unenforceable or invalid by an order of Court;

5.1.13. he Seller/Purchaser was sequestrated or liquidated, or an application for sequestration or liquidation was brought against the Seller or against the Purchaser.

5.1.14. The Purchaser died before transfer of the property.

5.2. As a consequence of termination of this Agreement, for any of the above reasons or otherwise, the Seller will be liable to immediately repay the Ceded Claim upon the settlement figure as provided by We Help You Finance at such date and shall remain indebted to We Help You Finance until date of final payment in full.

5.3. In addition to the Seller's liability under clause 5.2, the Seller shall cede and transfer to We Help You Finance all the Seller's rights, title and interest in and to the sale proceeds due and to become due to the Seller from any other sale transaction in respect of any of the Seller's immovable property, however arising, and with whomever concluded, to satisfy the debt owing to We Help You Finance.

5.4. The Seller may elect to cancel this Agreement at any time before the transfer date, provided that written notice is given to We Help You Finance, and upon full repayment of the settlement figure provided by We Help You Finance, in response to the cancellation notice. In the aforementioned circumstances, the Parties will be relieved of their obligations and will forfeit their respective rights under this Agreement, except in the event of an act of any fraudulent behaviour that would taint this provision.

6. BREACH

6.1. If the Seller commits any breach of this Agreement, and fails to rectify its breach within 21 (twenty-one) days after receiving written notice at his/her chosen domicilium address, We Help You Finance may take legal action against the Seller, without prejudice to any of its other rights in law, for the Seller's due performance of its obligations hereunder, or elect to cancel this Agreement and claim damages from the Seller.

6.2. In such event, the Seller will be liable for all attorney-and-client costs of We Help You Finance, tracing fees, Court fees and Sheriff fees.

6.3. Certain circumstances warrant immediate termination of this Agreement upon which event repayment of the Ceded Claim will become immediately due and payable. Therefore the notice period under clause 6.1 will not be applicable. These circumstances are set out under clause 5.

6.4. In the event of breach by the Seller in default of repayment, the Seller hereby consents to a Court Order for the issuance of an emoluments attachment order for the outstanding amount, which will be deducted from his/her salary by his/her employer and paid over to We Help You Finance in terms of the relevant Rules of the Magistrates' Court or High Court.

6.5. The Seller selects the address of the Conveyancer as his/her/its chosen domicillium citandi et executandi for the purpose of receiving notices, communications and service of proceedings.

6.6. Notices, communications or any other service of documents will be deemed to be received by the Seller on the day of transmission via electronic mail or delivery by hand.

7. RENOUNCIATION OF EXCEPTIONS

7.1. The Seller hereby renounces the benefits of exceptio non numeratae pecuniae and declares that he/she understands the meaning thereof.

8. WHOLE AGREEMENT

8.1. No variation, novation or addition to this Agreement will be binding and enforceable unless the Parties have reduced the addition, novation and/or variation to writing and affixed their signatures thereto.

8.2. The provisions of the Offer for Bridging Finance and Pre-Agreement together with the terms and conditions contained in this document and the provisions of the Counter Offer will constitute the whole agreement. Any variations in the Counter Offer shall supersede the terms of the Pre-Agreement.

9. SEVERABILITY

9.1. Each provision of this Agreement is severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will consult each other in good faith in order to agree, if possible, an alternative provision in accordance with the intent and tenor of this agreement. The remaining provisions of this agreement shall nevertheless remain binding and shall continue with full force and effect.

10. WAIVER

10.1. No relaxation, extension of time, relief given from obligations, tolerance of non-performance, or any act perceived as making a concession towards the Seller shall be construed as a waiver of We Help You Finance's rights under this Agreement and will not be to the prejudice of We Help You Finance's rights to take subsequent legal action against the Seller.

11. PERSONAL INFORMATION AND PRIVACY

11.1. We Help You Finance undertakes not to share personal information with any third party outside We Help You Finance, subject to clause 11.2, but reserves the right to disclose or report information in good faith, where it is required under the laws of the Republic of South Africa, to cooperate with regulators or law enforcement authorities, to perform necessary credit checks, or to report debts owed to We Help You Finance.

11.2. The Seller agrees and consents to provide his/her personal information to We Help You Finance on the express understanding that:

11.2.1. This constitutes a consent, as required under Section 11(1)(a) of the Protection of Personal Information Act 4 of 2013 (POPI).

11.2.2. We Help You Finance will have access to the Seller's personal information and may process same which have been furnished to them for purposes of the operation of the Discounting Agreement and matters ancillary thereto.

11.2.3. We Help You Finance is authorised to release the Seller's personal information to the South African Revenue Services, the Conveyancer, any Credit Bureau, law enforcement authorities, as well as any attorney with the mandate to assist with the enforcement or cancellation of this Agreement, or a claim for damages hereunder.

11.3. The Seller expressly agrees to any credit checks done by We Help You Finance to verify the Seller's credit score and debts for purposes of this Agreement.

12. DOMICILIUM CITANDI ET EXECUTANDI

12.1. The chosen address for We Help You Finance for any legal notice is:

12.1.1. Street address ______________________________

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12.2. All correspondence other than legal notices will be received by electronic mail or telephone at:

12.2.1. E-mail address ______________________________

12.2.2. Telephone number ______________________________

12.3. Legal notices must also be sent per e-mail.

13. PROOF OF AMOUNT OWING

13.1. A certificate issued by any director of We Help You Finance shall be prima facie proof of the conclusion of a valid Agreement between the Parties, the terms stated therein, and the settlement figure in respect of the Ceded Claim for purposes of obtaining judgment by any competent Court.

14. SIGNATORIES AND SURETIES

14.1. If there is more than one Seller to this Agreement, all Sellers/co-owners shall be jointly and severally liable for performance under this Agreement, and shall be bound jointly and severally under all warranties made herein.

14.2. If the Seller is a juristic person or a trust, then the authorised representative of such entity warrants that he/she has the required authority to bind the entity to this Agreement, and binds himself/herself as co-principal and stand surety for the Seller for the due performance of all of its obligations in terms of this Agreement.

14.3. The Seller warrants that he/she has the necessary authority and capacity to conclude this Agreement and will be personally liable for the due performance hereunder should the Seller make any misrepresentation relating to his/her authority to act hereunder.

14.4. Minors must be duly assisted by their natural or legal guardian when concluding this Agreement, and the signatures of both the minor and their guardian must be affixed to the Offer, the Counter Offer and the terms and conditions.

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15. CYBER SECURITY

15.1. Information sent over the internet, including email, may be vulnerable to unauthorized access or monitoring. Users assume all risks when transmitting such information, and We Help You Finance will not be responsible for any loss, harm, or damage incurred as a result. Combined Finance also reserves the right to request independent confirmation of any information shared through its website or email.

15.2. E-mails cannot be guaranteed to be secure or free of errors or viruses. No liability or responsibility is accepted for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interfering with any of the information contained in an e-mail or for its incorrect delivery or non-delivery or for its effect on any electronic device of the recipient.

15.3. The Seller confirms that he/she is aware of cyber fraud and associated risk due to the nature of this transaction. The Seller bears the responsibility to confirm the banking details of We Help You Finance before making payment, and shall exercise care when providing his/her own banking details to We Help You Finance to ensure that We Help You Finance is in possession of his/her correct banking details.

16. LIMITATION OF LIABILITY

16.1. The Seller agrees to use the site of We Help You Finance at his/her own risk and the affiliates, shareholders, agents, consultants, directors or employees of We Help You Finance are not liable for any damages whatsoever relating to the Seller's use of this site or the information contained on this site or the Seller's inability to use this site.

16.2. There is no guarantee that the Seller will always be able to access the website. We Help You Finance also cannot warrant that the website or the server that makes it available are free of viruses or other harmful components.

16.3. We Help You Finance does not make any warranties or representation that the content and services available from the website will in all cases be true, correct, or free from any errors.

16.4. The content on the website and in all available documents is supplied "as is", and it is the responsibility of the Seller to satisfy himself/herself, prior to entering into this Agreement that the content made available meets his/her requirements and are fit and proper for the Seller's intended purpose and use. If the Seller is unsure or doubtful about any of the content on this website or any other document supplied by [insert name, the Seller may contact We Help You Finance for further information, and accepts such duty as his/her own due diligence prior to entering into this Agreement.

16.5. The Seller acknowledges that the website may be unavailable due to updates or other causes beyond We Help You Finance's reasonable control.

16.6. The Seller carries the responsibility to ensure that his/her computer, mobile device, hardware and software, service provider and telephone number are capable of supporting the technology and are legally compliant with the requirements of the laws of South Africa, when accessing and using the website, forms, documents and links.

17. JURISDICTION

17.1. The Parties agree to the jurisdiction of the Magistrates Court or to such other competent Court with jurisdiction to hear the matter. This Agreement shall be deemed to have been concluded in the Western Cape Province where the registered address of We Help You Finance is.

18. GENERAL PROVISIONS

18.1. The Seller confirms that he/she/it has read the terms and conditions and hereby accepts such terms and conditions by affixing his/her/its signature hereto.

18.2. The headings of the clauses in the conditions are provided for convenience and ease of reference only and will not be used to interpret or modify the terms of the conditions.

18.3. Reference to days will be calendar days.

18.4. We Help You Finance shall be entitled to cede, transfer or delegate any of its rights, or portion thereof, and obligations hereunder to any third party without notice to or consent of the Seller.

18.5. This Agreement may be signed in counterparts by the Parties hereto, each of which counterpart will be deemed to be the original, which together shall form one binding Agreement.

18.6. By accessing and using this site the user agrees to be bound by the terms and conditions which constitute a binding agreement between the user and We Help You Finance.

18.7. We Help You Finance reserves the right to update or amend these terms at any time and without notice and each time the user/Seller accesses and/or uses the Website he/she will be bound by the terms as at the date of such use. A new agreement will come into effect each time the user/Seller accesses and/or uses the Website.

18.8. The Seller/user agrees that his/her use of this website is for lawful purposes only.

SIGNATURE

Name and Surname (Seller) ______________________________

Signature (Seller) ______________________________

Signed at ______________ On this ________ Day of ____________ 20 ____

Name and Surname (Co-applicant) ______________________________

Signature (Co-applicant) ______________________________