

Separate forms are to be completed by the main applicant, co-applicant, and surety (or sureties). Please use block letters and complete the form as completely and accurately as possible, to aid our successful processing of the application.

| | | |
|---|-----------------------------|---|
| Originator ID | Originator branch | Customer number |
| <input type="radio"/> Individual | <input type="radio"/> Joint | <input type="radio"/> First time borrower |
| <input type="radio"/> Repeat borrower | Your role | |
| <input type="radio"/> Primary applicant | | <input type="radio"/> Co-applicant |
| <input type="radio"/> Guarantor | | |
| Conditional offer | <input type="radio"/> Yes | <input type="radio"/> No |
| Staff indicator | <input type="radio"/> Yes | <input type="radio"/> No |

Personal information

| | | |
|----------------------------|--|---------|
| Title | First name | Surname |
| Date of birth (YYYY-MM-DD) | Gender <input type="radio"/> Male <input type="radio"/> Female | |

Personal identification

Drivers license Passport Voter's ID Other

If not **Ghana**, state country name

Telephone (country code - area code - phone number, e.g. +267 361 8000)

| | | |
|------------------|------------------|---------------|
| Telephone (Home) | Telephone (Work) | Mobile number |
|------------------|------------------|---------------|

Current residential address

Address

| | |
|-----------|--------------------------------------|
| Town/City | Living at address since (YYYY-MM-DD) |
|-----------|--------------------------------------|

Residential status Rent Own (mortgaged) Own (not mortgaged) Living with parents Employer provided

Other please specify

Postal address

Town/City

Marital status and dependants

Single Married Divorced Widowed Other specify

How married Customary Ordinance Islamic

Number of dependant Spouse Children Other

Spouse's details (if applicable)

| | | |
|-------|------------|---------|
| Title | First name | Surname |
|-------|------------|---------|

Guarantor's/Surety details (Complete only if you are the primary applicant. The guarantor/surety must submit separate personal and financial details forms)

| | | |
|---------------|------------|---------|
| Title | First name | Surname |
| Mobile number | | |

Employment details

Type of employment

Permanent Private practice Self-employed Contract Part-time Pensioner Student Unemployed

| | | |
|----------|------------------------------|---|
| Employer | Employer's name | Industry/sector |
| | Address | |
| | Employment date (YYYY-MM-DD) | Contract expiry date (if applicable) (YYYY-MM-DD) |
| Employee | Telephone number | Highest level of education |
| | Occupation | Designation |
| | Gross monthly salary | Net monthly salary |

Previous employer (if less than 24 months with current employer)

Period employed (YY-MM)

Main banking account details**Account type** Cheque/Current Savings Other (specify) _____

Held in the name of _____

Salary account Yes No

Bank or financial institution

Branch name

Date opened [bank use]
(YYYY-MM-DD)

Account number

Branch code

Financial information

Rent/mortgage payment

Vehicle finance payment

Other verifiable monthly income

Other debt payments

Guaranteed bonus/13th cheque
(if applicable)

Other monthly commitments

Existing unsecured loans and other credit facilities**Total**Have you been declared insolvent in the last ten years? Yes NoIf yes, rehabilitation date
(YYYY-MM-DD)

(please attach proof)

Are you a guarantor/surety for anybody or anything else? Yes NoIf yes, please give
details of guarantee**Mortgaged property details****Property identifiers** Title type (e.g. Leasehold or Freehold)

Address

Town/City

Property type House Semi Townhouse Flat Complex Vacant land Other**Primary use** Primary residence Second residence Investment or rental Business premises Other**Secondary use (if any)** Primary residence Second residence Investment or rental Business premises Other

Remaining lease term (YY) _____

Expected subsidy None Employer GovernmentSubsidy amount (if not
in 'Net per payslip') _____

Insured amount

Market value

Property purchase price

Managing agent

Contact to gain access to property

Telephone

Existing home loans details

Bank name

Account number

Registered amount

Outstanding balance

Remaining loan term

Property transfer (excludes equity release and home improvements)

Purchase price

Estimated transfer costs

Available deposit

Name of seller

Contact number
of seller**Transferring attorney****Bond attorney (office use only)**

Name

Address

Contact name

Telephone and fax

Customer to initial _____

Loan required (office use only)

| | | | |
|-------------------------------------|---|-------------------------------------|--|
| Loan type | | Loan amount | |
| Interest rate | <input type="radio"/> Fixed <input type="radio"/> Variable | Score <input type="text"/> | Base rate <input type="text"/> - <input type="text"/> Margin <input type="text"/> - <input type="text"/> |
| Loan purpose | <input type="radio"/> Property purchase <input type="radio"/> Improvements/development <input type="radio"/> Move from other bank <input type="radio"/> Other (specify) | | |
| Land purchase price | | Building purchase price | |
| Estimated transfer costs | | Available deposit | |
| Repayment method | <input type="radio"/> Salary deduction <input type="radio"/> Debit order <input type="radio"/> Standing order <input type="radio"/> Direct deposit | | |
| Loan term (YY) | | Preferred payment day (DD) | |
| Account number <input type="text"/> | | | |
| Valuer's name/code | | Valuation | |
| Accept lesser offer | <input type="radio"/> Yes <input type="radio"/> No | Minimum amount <input type="text"/> | |

Customer declaration

I/We hereby authorise you to debit my/our account and credit my/our home loan account within 30 (thirty) days of the mortgage being registered or upon drawdown as per the limit approved.

I/We authorise you to increase the monthly installment in the event of an increase in the interest rate.

I/We confirm that the information supplied in the application form is true and correct, and that you may use such information to assess the loan application. Materially incorrect information could lead to this loan facility being withdrawn and intentional or negligent disclosure may lead to possible criminal liability.

In the event that I request you to send me a statement or other information by email, I/we agree to indemnify you against any claim or liability that may arise or be made by any person (including myself) against it in consequence of the supply of such information by email.

Assessment of properties undertaken by you are to ascertain whether the land and improvements thereon have sufficient apparent value for the property to act as security for the loan granted and also assess the replacement value of the improvements for insurance purposes. The assessment is for your internal purposes only and provide no warranties whatsoever in respect of the property, its condition, the purchase price or the insurance figure are given or implied in the granting of the loan.

You accept no liability for any defects whether latent or patent in the property or the sum insured, being either land or improvements as a result of assessment of the property by you. Where concerns regarding the property exist, it is my/our responsibility to seek appropriate independent expert advice.

The property will at all times be insured at the replacement cost on **Stanbic Bank Ghana Ltd** terms and through an insurer on your approved list for the amount stated by me/us, or for your figure, whichever is the higher.

I/We understand that if a loan is granted to me/us by you, all costs and fees in connection with insurance and the drawing up and registration of a mortgage will be for my/our own account.

You are authorised but not obliged to act on instructions transmitted by me/us through a facsimile, unless advised to the contrary by me/us.

In the event of late/returned payments, you reserve the right to charge overdue interest or penalties as determined by you.

You are authorised to verify any information given on this application form, and generally make whatever enquiries are necessary from any source whatsoever.

| | Printed name | Signature | Date (YYYY-MM-DD) |
|------------------------|--------------|-----------|-------------------|
| Primary applicant | | | |
| Spouse or co-applicant | | | |
| Surety/Guarantor | | | |
| Surety/Guarantor | | | |

General terms and conditions

Searches and valuation assessments of properties undertaken by the Bank are to ascertain whether the land and improvements to it have sufficient apparent value for the property to act as a security for the loan granted and also assess the replacement value of improvements for insurance purposes. Such searches and valuation assessments are for our internal purposes only and no warranties whatsoever in respect of the property, its title, condition, the purchase price or the insurance amount are given or implied in the granting of the loan. The cost of such searches will be for your account.

In the event that I/we request the Bank to send me/us a bank statement or any other information by any means, I/we agree to indemnify you against any claim/s or liability that may arise or be made by any person (including myself/ourselves) against it in consequence of the supply of such information by the requested means.

Customer to initial _____

Home Loans Protection Plan

I/My means we/our when the home loan is in two names.

(Please tick the appropriate instruction)

- Optional, I/we hereby authorise **Stanbic Bank Ghana Ltd** to arrange life cover to settle the outstanding balance on my home loan account in the event of death and disability, I/we authorise **Stanbic Bank Ghana Ltd** to debit my account with the Life insurance premiums. I/we understand that any granted cover will be subject to the provisions of the Master Policy

Insurance details

Loan amount _____ First Life (Name and surname) _____ Date of birth _____

Monthly premium _____ Second Life (Name and surname) _____ Date of birth _____

Loan period _____

Or

- I/we hereby undertake to cede a suitable policy to **Stanbic Bank Ghana Ltd** before registration. Should I be unable to do so before mortgage registration, **Stanbic Bank Ghana Ltd** may arrange appropriate cover on my/our behalf.

Signature _____

Home Owners Comprehensive Insurance

- 1 **Stanbic Bank Ghana Ltd** will arrange suitable short term insurance to protect their insurable interest in the property.
- 2 The premium is based on the insurance value of the property (the repair or replacement cost).
- 3 **Stanbic Bank Ghana Ltd** will debit my/our account with the premiums on a monthly basis.
- 4 Further insurance premiums will be added to the principal debt if they are not paid.
- 5 Subsidence and landslip cover Yes No (Subject to insurers approval)

Insurance details

Property insurance value _____ Monthly premium _____

Declaration by the borrowers

I/we, the first life insured and the second life insured (where applicable) declare that:

- 1 I/we are presently in good health and have not undergone any treatment for any condition apart from minor ailments such as common colds and influenza.
- 2 I/we are aware that any pre-existing medical condition, apart from minor ailments such as e.g. flu, for which I/we have received treatment from any medical practitioner may be excluded in terms of the policy conditions.
- 3 I/we are aware that any pre-existing conditions may invalidate a claim under this policy and that benefits will only be paid in accordance with the terms of the policy.
- 4 I/we hereby authorise **Stanbic Bank Ghana Ltd** or the insurance company to obtain any information from any person which they deem necessary, and to share information in any related policy or other document with other insurers.
- 5 I/we hereby cede and assign all my rights, title and interest in this Assurance to **Stanbic Bank Ghana Ltd** as security for such debt.
- 6 I/we are aware that the Master Policy is available for my inspection on demand from **Stanbic Bank Ghana Ltd**.
- 7 I/we will advise **Stanbic Bank Ghana Ltd** upon cancellation of any associated life or asset insurance policy.

First Life insured _____

Second Life insured _____

Customer signature _____

Customer signature _____

Date _____

Date _____

For bank use only

Home Owners Comprehensive policy number _____

Home Loan Protection Plan number _____

Customer to initial _____

Credit Reference Bureau Consent clause

By submitting an application for credit facilities, you agree to be bound by the following requirements relating to the submission of information to the Credit Reference Bureau whether or not the application for credit facilities is approved;

Definitions

“**Credit Reference Bureau**” means all registered credit reference bureaus being utilized by the Bank from time-to-time;

“**Customer Credit Information**” means information concerning:

- i your credit history, including applications for credit, credit agreements to which you are or have been a party, pattern of payment or default under any such credit agreements, incidence of enforcement actions with respect to any such credit agreement, the circumstances of termination of any such credit agreement;
- ii your financial history, including your past and current income, assets and liabilities and other matters with respect to your income and financial means;
- iii your education, employment, career, professional or business history, including the circumstances of termination of any employment, career, professional or business relationship; or
- iv your identity, including your name, date of birth, identity number, marital status and family relationships, past and current addresses and other contact details and related matters.

“**Data**” means the raw factual information furnished by us to the Credit Reference Bureau including, but not limited to, credit applications, credit agreements, payment history or patterns or Customer Credit Information collected and arranged by the Credit Reference Bureau and its employees and processed by the Credit Reference Bureau’s computer systems which are stored in the database

Consent to disclosure of confidential information

You hereby

- a irrevocably consent to us collecting, receiving, compiling and retaining any Customer Credit Information about you for purposes of:
 - i assisting us to perform our statutory assessment of your creditworthiness;
 - ii deciding whether or not to grant you credit;
 - iii monitoring your credit profile should we grant you credit; and
 - iv filing our Customer Credit Information with the Credit Reference Bureau.
- b consent to the receipt, sharing, provision and exchange of data with Credit Reference Bureau and with other licensed financial institutions and micro finance deposit taking institutions through the Credit Reference Bureau provided that you reserve the right to lodge a complaint with the Credit Reference Bureau or to challenge any Customer Credit Information held by the Credit Reference Bureau in your respect;
- c acknowledge that the Customer Credit Information obtained may include positive or negative information regarding your payment record;
- d acknowledge that the Credit Reference Bureau is required by law to collect negative information on the background and credit history relating to your nonperforming obligations;
- e consent to the collection, recording, retention and submission of all data relating to your economic, financial and commercial obligations in order to determine your overall debt exposure and ability to pay.

1 Authorised signatory

1 Witness

| | |
|--------------------------------|--------------------------------|
| Signature | Signature |
| Name | Name |
| Designation (where applicable) | Designation (where applicable) |
| Date (YYYY-MM-DD) | Date (YYYY-MM-DD) |

Customer to initial _____

Terms and conditions of loans secured by deed of mortgage

| | | | |
|-----|--|-------|--|
| 1 | Definitions and interpretations | 2.10 | extension. Any extension granted will be included in the disclosure notice sent to the Borrower from time to time and referred to in 2.10 below. |
| 1.1 | In these terms and conditions, unless the context otherwise requires or indicates: "Borrower" means the person/s to whom the Bank grants the loan; "authority to pay" means the Borrower's written authority to the Bank to guarantee and/or to pay stated amounts to the persons mentioned in the authority, and to charge such payments to the loan account, subject to any conditions contained in the authority; "Bank" means Stanbic Bank Ghana Limited (Reg. No. 54,199), its successors in title, or assigns; "buildings" means the existing and any future buildings and other improvements on the property; "debt" means the total amount of all loans and any interest, fees and costs in respect of the loan which are owed by the Borrower to the Bank from time to time and the total amounts including any interest, fees and costs which are owed by the Borrower to the Bank in respect of any other cause, from time to time, including in respect of any indemnity given by the Borrower in favour of the Bank in respect of the Borrower's indebtedness under the loan agreement from time to time; "deliver/delivery" means that the Bank will deliver any documents and statements ("documents") relating to the loan agreement to the Borrower by post. The Borrower may agree with the Bank to obtain access to these documents by requesting and accessing them through internet banking or the Bank's automated teller machines ("ATMs") or other electronic means or by having the Bank send them to the Borrower through e-mail. Delivery by the means agreed will then constitute delivery of such documents provided that all legal processes are excluded from delivery by electronic means; "interest charge rate" means the rate of interest chargeable in any mortgage transaction in accordance with the law; "instrument of debt" means the loan agreement; "letter of grant" means the Bank's letter advising the Borrower of the Bank's approval of the loan, the terms and conditions of which are accepted by the Borrower; "loan" or "home loan" means any amount which the Bank has lent or agreed to lend to the Borrower upon draw down under the loan agreement, on the terms and conditions set out in the loan agreement (including, but not limited to, a Re-draw Facility as specified in the letter of grant or otherwise agreed to in writing by the Bank); "loan account" means the account in the books of the Bank which records the details of the loan, from time to time; "loan agreement" means the letter of grant, these terms and conditions, the authority to pay and all annexures and schedules thereto from time to time, all as may be amended, substituted or novated from time to time, all read together; "mortgage" means the deed of mortgage over the property, on terms acceptable to the Bank, securing repayment of the debt; "Mortgagor" or "Borrower" means the person/s to whom the Bank grants the loan; "payment instruction" means the debit order authorisation signed by the Borrower; "Base interest rate" means the Bank's published variable interest rate; "property" means the immovable property which is to be mortgaged as security for the repayment of the debt by the Borrower to the Bank; "Re-draw facility" means a revolving loan facility governed by the terms of clause 2 below, in terms of which the Borrower can access the loan by transferring funds from the Borrower's loan account to any of the transaction accounts. In terms of the facility the Borrower can make up to three transfers in a calendar month from the Borrower's loan account into any transaction account, in multiples of GHS100 (one hundred Ghana Cedis) provided that following each such transfer, the balance on the Borrower's loan account does not exceed the access limit on such loan account agreed to in writing by the Bank; "surety/guarantor" a person who stands surety/guarantor for the obligation of the Borrower in terms of the loan agreement, or in terms of any debt (or any part thereof); "transaction account" means any one or more transaction or current accounts held with the Bank, and linked to the Borrower's loan account, from time to time. | 2.11 | The Bank will send the Borrower a new disclosure notice, from time to time, in which the Borrower will be notified of the new instalment payable by the Borrower, from time to time and, if applicable, any extension to the period of the loan. |
| 1.2 | In the loan agreement, the singular includes the plural and <i>vice versa</i> , any gender includes the other genders and persons include natural and juristic persons. | 2.12 | It is intended that all security provided in respect of the loan (and any debt related to the loan) will also cover any advances and transfers made in terms of the Re-draw Facility. |
| 1.3 | In the loan agreement, headings have been inserted for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions. | 2.13 | Lack of clearance of a deposit into the loan account for whatever reason shall not give cause for any action against the Bank whether in contract or delict or any other cause unless it is as a result of wrong or unlawful acts, or intentional misconduct on the part of the Bank. |
| 1.4 | Unless otherwise defined in the remainder of the loan agreement, the words defined in these terms and conditions will bear the same meanings in the remainder of the loan agreement. | 2.14 | If the Borrower is a legal person such as a company, co-operative, trust, partnership, or association of persons the provisions of clause 32 shall apply. In addition and notwithstanding any provision to the contrary in the loan agreement, the Re-draw Facility shall automatically be cancelled in the event of a change of control of the Borrower (as set out in clause 32) or any amendment to its constitutional documents. In such event should the Borrower require the Re-draw Facility, a new application shall be submitted to the Bank. The Borrower indemnifies the Bank against any loss or damage suffered by the Borrower in the event of the unauthorised use of the Re-draw Facility or use of the Re-draw Facility contrary to the provisions of the loan agreement. |
| 1.5 | In the event of any conflict between the provisions of the deed of mortgage and the provisions of the loan agreement, the provisions of the loan agreement will prevail. | 3. | Assessments |
| 2 | Re-draw facility | 3.1 | The assessment of the property by the Bank is to determine whether the land and buildings have enough value for the property to secure the debt, and to assess the replacement value of the buildings for insurance purposes. |
| 2.1 | The terms and conditions in this clause 2 only apply if the Borrower has applied for, and has been granted a Re-draw Facility. | 3.2 | The Bank uses various methods to assess the value of properties offered to it as mortgage collateral for home loans. These methods may involve a physical assessment of the property, or be based on statistical data provided. The assessment is for the Bank's internal use only and the Bank does not warrant the accuracy thereof. |
| 2.2 | Should any of the Borrower's transaction accounts with the Bank be linked to the Borrower's loan account, available funds can be transferred directly from the Borrower's loan account to any of these transaction accounts. | 3.3 | The Bank accepts no liability for any defects whether latent (that is, existing but not active or developed or visible) or patent (that is, obvious) in respect of either the land or improvements. The Bank will not advise on any matter, especially improvements, from the aspect of structural integrity, conformity with approved building plans, the national building regulations nor the land and improvements for suitability to underlying geological conditions or flooding. If the Borrower has concerns regarding the property, it is the responsibility of the Borrower to seek appropriate independent expert advice. |
| 2.3 | The Borrower can make up to 3 (three) transfers in a calendar month from the Borrower's loan account into any transaction account, in multiples of GHS100 (one hundred Ghana Cedis), provided that following each such transfer, the balance on the Borrower's loan account does not exceed the access limit on such loan account agreed to in writing by the Bank; | 4 | Insurance |
| 2.4 | Notwithstanding any other provision in the loan agreement, the Re-draw Facility is granted to the Borrower at the Bank's sole discretion. The Bank may, at any time, cancel the Re-draw Facility (or any part thereof) and/or the right to the advancement or transfer of any amount under the Re-draw Facility, without giving the Borrower any notice or reasons. | 4.1 | The Borrower must ensure that the buildings are insured, to the satisfaction of the Bank, for an amount not less than the replacement cost thereof from time to time, and the Borrower agrees that the Bank will be noted as the first loss payee on all insurance policies on the property. |
| 2.5 | The Re-draw Facility is not available on building loans. | 4.2 | Where the Borrower fails to insure the buildings as required in 4.1 above, the Bank may at any time during the period of this loan agreement require the Borrower to obtain satisfactory insurance over the property for an amount not less than the replacement cost of the property. |
| 2.6 | The Borrower may only make up to a maximum of 3 (three) cash deposits into the Borrower's loan account in any calendar month. Unlimited cheque deposits into the loan account can still however be made. | 4.3 | Where the Borrower fails to insure the buildings as required in 4.1 above and you fail to obtain insurance cover over the property as required in 4.2 above, the Bank will have the right, but not an obligation, to insure the property in the Bank's name and/or the Borrower's name, at the Borrowers expense, and with an insurance company nominated by the Bank. This may be as specified or deemed necessary by the Bank at its sole discretion. |
| 2.7 | No interest will be paid on any credit balance on the loan account. | 4.4 | The Bank may grant the Borrower proof of any money received by the Bank in respect of any insurance claim, settlement or compromise and will use the money wholly or partially, either in reduction or payment of any amounts owing under this loan agreement and/or for the restoration or replacement of the buildings which are damaged or destroyed, under such conditions as the Bank may determine. |
| 2.8 | Withdrawals from the loan account will not be permitted during the last 24 (twenty four) months of the agreed loan term. | 4.5 | The Bank may; |
| 2.9 | The Bank, for account purposes, will consolidate all advances from the loan account. Each advance will be governed by the same terms and conditions as this loan agreement, save that a new monthly instalment, including interest charges, will be calculated based on the outstanding balance on the loan account, from time to time, together with any withdrawals made from the loan account, from time to time, in such a way that the loan is repaid within the original term agreed to when the loan was first granted. The Borrower can however request that the term of the loan be extended. Any such request must be submitted in writing. The Bank is under no obligation to grant such an | 4.5.1 | pay any premium on any insurance or assurance policy taken out by the Borrower or the Bank in connection with this loan agreement; and |
| | | 4.5.2 | debit the Borrower's account on a monthly basis in respect of such premiums which will be payable by the Borrower on demand and will bear interest at the rate reflected in the letter of grant. |
| | | 4.6 | Nothing in this loan agreement will oblige the Bank to take out or pay any premiums on the Borrower's behalf. If any insurer rejects any insurance claim for any reason the Borrower will have no recourse against the Bank. |
| | | 4.7 | Different insurance requirements apply to properties used for residential or business purposes. If the Bank agrees to a change in the use of the property in terms of this loan agreement, the Borrower must ensure that the property is adequately insured. |
| | | 5 | Payments |
| | | 5.1 | The Borrower shall pay (by way of a written payment instruction acceptable to the Bank or such other means as may be acceptable to the Bank) all amounts owing to the Bank in terms of the loan agreement into the bank account nominated for this purpose by the Bank. |
| | | 5.2 | All amounts owing to the Bank in terms of the loan agreement shall bear interest (which shall accrue daily) from the date advances or any other payments are made by the Bank, at the interest rate/s and calculated in the manner determined in the loan agreement. |
| | | 5.3 | Payments of all amounts received by the Bank from or on behalf of the Borrower may be used by the Bank towards such of the Borrower's indebtedness to the Bank, as the Bank in its sole and unfettered discretion may decide. |
| | | 5.4 | The Borrower shall make all payments due to the Bank free of any deduction or set-off. |
| | | 6 | Renunciation of benefits |
| | | 6.1 | The Borrower renounces the benefits of the following legal exceptions: |
| | | 6.1.1 | simultaneous citation and division of debt (this applies where there is more than one co-principal debtor/Borrower and entitles each of them to claim that the Borrower is liable only for his proportional share of the total debt; when this benefit is renounced by a Borrower, the Borrower becomes liable for the whole amount, but the Borrower has certain rights of contribution against the other co-principal debtors/Borrowers); |
| | | 6.1.2 | no cause of debt and no value received (these are defences that there are no grounds for a debt or that no value was received; when these benefits are renounced the Borrower bears the burden to prove that the Borrower is not indebted to the creditor/Bank or that he received no benefit); |
| | | 6.1.3 | revision of accounts and errors of calculation (these defences apply where the Borrower wishes to show that its account has been wrongly drawn up or calculated; when this benefit is renounced, the Borrower bears the burden to prove that the accounts are wrong); and |
| | | 6.1.4 | non numeratae pecuniae (this defence applies where the Borrower wishes to show that the loan was not paid out or properly counted; when this benefit is renounced, the Borrower bears the burden to prove that the loan was not paid out or properly counted). |
| | | | Initials |

| | | |
|-----------|--|--|
| 7 | Statements | |
| 7.1 | The Bank will provide the Borrower with a statement of account on request by the Borrower and in the medium selected by the Borrower during its application for this loan, subject to a statement fee as set out in the Bank's pricing guide. | 11.2 |
| 7.2 | Failure to obtain statement will not entitle the Borrower to refuse or fail to pay any amount that is due to the Bank. | |
| 7.3 | The Bank may subsequently to a statement issued to the Borrower adjust debits or credits to the Borrower's account and account balances so as to reflect both the Borrower's and the Bank's legal obligations accurately. | 12 |
| 8 | Collateral | 12.1 |
| 8.1 | The collateral, as detailed in the letter of grant is governed by the specific conditions applicable to each item. | |
| 8.2 | Where the collateral held or required relates to a mortgage the following additional conditions apply: | |
| 8.2.1 | on registration of the mortgage the Borrower must deposit, with the Bank, the title deeds endorsed with the mortgage and any consents, diagrams, licences and leases on the property and, during the period of the mortgage, hand to the Bank copies of the policies of insurance, all leases relating to the property and insurance premium receipts. The Bank will retain all title deeds and documents in safe custody; | 12.1.1 12.1.2 |
| 8.2.2 | the Borrower must, at all times, comply with the conditions of title, the provisions of all servitudes and town planning schemes, all laws, by-laws, ordinances, proclamations and regulations applicable to or incumbent on the Borrower or the property. | 12.1.3 12.1.4 12.2 |
| 8.3 | The Bank has the right to ask the Borrower to provide the Bank with additional collateral, to secure repayment of the loan if: | |
| 8.3.1 | the value of any collateral held by the Bank to secure the Borrower's obligations in terms of this loan agreement is no longer adequate; or | 13 |
| 8.3.2 | in the Bank's opinion, the Borrower's account conduct increases the Bank's risk regarding the loan or any other amount owing to the Bank in terms of any other loan agreement. | 13.1 |
| 8.4 | The collateral may be realised in part or in full: | 13.2 |
| 8.4.1 | if the Borrower gives written notice to the Bank to terminate this loan agreement and request that the Bank realises any collateral which is held by the Bank for the Borrower's obligations in terms of this loan agreement. The Bank may realise the collateral in accordance with the procedures of any applicable legislation and credit the Borrower's account with the proceeds from the realisation of the collateral; and/or | |
| 8.4.2 | if the Borrower is in default in terms of this loan agreement and the Bank withdraws the Borrower's rights in terms of this loan agreement in accordance with the default provisions of this loan agreement; and/or | 14 |
| 8.4.3 | where a court has issued an attachment order in the Bank's favour. | |
| 8.5 | Any collateral required by the Bank in respect of the loan will not affect any other collateral that the Bank may already hold or any rights that Bank may have in terms of this loan agreement. | 15 |
| 9 | Default and termination | 15.1 |
| 9.1 | Without prejudice to the Bank's other rights under the loan agreement, the Bank will not be obliged to make any advance or re-advances on the loan and/or the Bank may convert the loan to one repayable on demand and/or the Bank may revise any of the terms and conditions and/or increase the interest rate charged and/or remove any interest rate concession granted to the Borrower if any of the following events occur: | 15.2 |
| 9.1.1 | if the Borrower breaches any of the terms and conditions of the loan agreement or any other agreement between the Borrower and the Bank and the Borrower fails to remedy this breach within 7 (seven) days of receiving a written notice to do so; | |
| 9.1.2 | the Borrower fails to pay any instalment due in terms of the loan agreement, including where there are insufficient funds in the Borrower's transaction account/s to meet the Borrower's payment instruction. In these circumstances, the Borrower agrees that the Bank may make one or more partial recoveries of whatever credit balance is available in the Borrower's transaction account/s until the full instalment has been paid; | 16 |
| 9.1.3 | any representation or warranty made in connection with the loan agreement or any documentation supplied by or on behalf of the Borrower is, in the Bank's opinion, materially incorrect; | 16.1 |
| 9.1.4 | any surety/guarantor commits any breach of their obligations to the Bank, whether as surety/guarantor or otherwise; | 16.2 |
| 9.1.5 | a provisional or final order is passed placing the Borrower or any surety/guarantor under sequestration or any other legal disability; or | 16.3 |
| 9.1.5.1 | in liquidation or under judicial management; | 16.4 |
| 9.1.5.2 | any compromise or arrangement between the Borrower and his creditors or any surety/guarantor and his creditors is sanctioned or otherwise becomes effective; | 16.4.1 16.4.2 16.4.3 |
| 9.1.6 | a writ of execution issued by any competent court attaching any of the Borrower's assets or any surety/guarantor's assets remains unsatisfied for more than 7 (seven) days after the date on which it is issued; | 16.5 |
| 9.1.7 | a change in control as envisaged in clause 32 below takes place; or | |
| 9.1.8 | the Borrower, being a company, fails to comply with any provision of the Companies Code, 1963 (Act 179), as amended or re-enacted from time to time. | 17 |
| 9.1.9 | In any of the events envisaged in clause 9.1 above, the Bank shall have the right, without prejudice to any other rights or remedies available to the Bank, to terminate the loan agreement and claim immediate repayment of the outstanding balance by giving written notice. It may be effective immediately or from a date stated in the notice. If the loan agreement is cancelled any amounts owing to the Bank become payable: | 17.1 |
| 9.2.1 | immediately, if stated in the notice; or | 17.1.1 17.1.2 17.1.3 17.1.4 17.1.5 |
| 9.2.2 | on the date stated in the notice. | |
| 10 | Maintenance | 18 |
| | The Borrower shall at all times whilst any part of the debt is outstanding keep and maintain the property in good repair to the satisfaction of the Bank. The Borrower shall ensure that the property conforms to the requirements of any competent public or other authority, and shall make no material alterations or improvements to the property or remove the buildings or any part thereof without obtaining the prior written consent of the Bank. The Bank or its duly appointed agents shall be entitled at all reasonable times to enter upon and inspect the property for the purposes of valuation, at the expense of the Borrower. If the Borrower has failed to comply with these conditions, the Bank in its discretion may, on behalf of and at the cost of the Borrower, pay any sum necessary for the repair, maintenance, preservation and upkeep of the property, including for compliance with the requirements of any competent public or other authority. Any moneys paid by the Bank in this regard can be claimed immediately and shall be payable by the Borrower on demand and shall bear interest at the maximum rate permitted by law. | 19 |
| 11 | Rates and taxes | 19.1 19.1.1 |
| 11.1 | The Borrower shall, on or before the due dates, pay all charges in respect of the property, inclusive of rates, taxes, licences and any other charges and shall produce proof, at the request of the Bank, of having done so. Notwithstanding the foregoing, the Bank shall be entitled at its option to make payment on the | 19.1.2 |
| | Borrower's behalf of any such charges without reference to the Borrower and without being obliged to wait until the Borrower is in arrears therewith and which amounts shall be recoverable from the Borrower. | |
| | It shall be the Borrower's responsibility to notify the Bank in writing of any arrears in respect of rates, taxes, charges, insurance premiums, rent and other imposts and fees of whatsoever nature which may at any time become owing to any competent public or local authority. | |
| | Sale of mortgaged property | |
| | The Borrower shall not, without the prior written consent of the Bank, sell, dispose of or otherwise alienate the property under a contract in terms of which the purchase price or consideration is payable in more than 2 (two) instalments extending over more than 1 (one) year. If the Borrower does not obtain the consent of the Bank then, without prejudice to any of the Bank's other rights, the Borrower hereby irrevocably cedes and transfers to the Bank, with power of substitution and in the interests of the Bank as the Borrower's attorney and agent for the purpose of, <i>inter alia</i> , recording the sale of the property in the appropriate deeds registry, all the Borrower's right, title and interest in and to:- | |
| | all the instalments and other sums payable under the contract; | |
| | collect and receive the instalments, with power to give proper receipts and acquittances for them; | |
| | institute any legal proceedings for recovery of the instalments if payment is not made; and | |
| | cancel the deed of sale or contract and evict the purchaser; | |
| | The Bank may charge a commission of 10% (ten percent) of the gross amount of any instalments collected by it in addition to any amount charged by collection agents or rent collectors. | |
| | Use, letting or mortgaging of property | |
| | The Borrower may not let, mortgage or in any way further alienate, burden, encumber or give up occupation of the property or any part of it without the prior written consent of the Bank. | |
| | The Borrower may not use the property or any part thereof for purposes other than the intended use at the time that the loan was granted, without the prior written consent of the Bank and prior notification to the insurance company referred to in the insurance clause above. | |
| | Compliance with laws | |
| | The Borrower shall, at all times, comply with the conditions of title, the provisions of all servitudes and town planning schemes and with all laws, by-laws, ordinances, proclamations and regulations applicable to or incumbent on the Borrower or the property. | |
| | Expropriation | |
| | If the whole or any part of the property is lawfully expropriated by any competent authority, the Borrower appoints the Bank irrevocably and in the Bank's interests to receive all compensation and to make any claims and sign any documents as the Bank may consider necessary or desirable. | |
| | The Bank will pay to the Borrower any amount received by the Bank in regard to such expropriation after deducting the amounts due under the loan agreement and the costs incurred by the Bank. | |
| | Assignment | |
| | The Borrower is not entitled to cede, assign and/or delegate all or any part of its rights and/or obligations under the loan agreement without the prior written consent of the Bank. | |
| | The Bank is entitled, without the consent of or notice to the Borrower, to cede, assign and/or delegate all or any part of its rights and/or obligations under the loan agreement, either absolutely or as collateral security, to any person (even though that cession and/or delegation may result in a splitting of claims against the Borrower as the Borrower hereby irrevocably and unconditionally consents to same). | |
| | If the loan is sold/ceded the Bank shall be entitled to divulge and disclose any information/documentation relating to the loan or the Borrower, to the purchaser/cessionary as the Bank may deem necessary. | |
| | Even if the loan is sold or ceded or assigned, the Borrower acknowledges that the servicing and/or administration of such loan may: | |
| | still be performed by the Bank on behalf of the purchaser/cessionary, cedent or assignor; or | |
| | be contractually managed by a third party on behalf of the purchaser/cessionary, cedent or assignor; or | |
| | be performed by the purchaser/cessionary, cedent or assignor itself. | |
| | These services and administrations can include the giving of notices, realisation of any collateral and the recovery of amounts due under the loan agreement. | |
| | Even if the loan agreement (or any part thereof) is sold, ceded, assigned and/or delegated to any person (" the transferee "), the Borrower acknowledges that the Bank may elect not to cede, assign or sell its rights under the mortgage and/or any other collateral given directly or indirectly in respect of the Borrower's obligations under the loan agreement (" relevant collateral ") to the transferee such that, notwithstanding the sale, cession, assignment and/or delegation of the loan agreement (or any part thereof) to the transferee, the relevant collateral (or any part thereof as the case may be) shall, as between the Bank (or its successors in title or assigns under the relevant collateral) and the Borrower, continue to cover the indebtedness of the Borrower to the Bank (or its successors in title or assigns under the relevant collateral) on the terms set out in the relevant collateral (or any part thereof as the case may be). | |
| | Certificate of amount owing | |
| | A certificate or letter signed by any of the Bank's managers, whose appointment need not be proved, will, on its mere production, be sufficient proof, unless the contrary is proved, of the following stated in the certificate: | |
| | amount of the debt at any time; | |
| | the fact that the debt is due and payable; | |
| | the rate of interest payable; | |
| | the date from which the interest is calculated; and | |
| | any other matter relating to the debt. | |
| | Withdrawal from agreement | |
| | The Bank may, at any time before the draw down of the loan (or any part thereof) to or on behalf of the Borrower, withdraw from the loan agreement and the Borrower will have no claim against the Bank if the Bank does so. | |
| | Joint and several liability | |
| | Should there be more than one Borrower, then: | |
| | each of them shall be jointly and severally liable with the other as co-principal debtor for every indebtedness and obligation of the Borrower to the Bank; and | |
| | all references to "the Borrower" shall be construed as reference to all of the Borrowers, jointly and severally, unless otherwise indicated. | |

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| <p>20 Costs</p> <p>20.1 The Borrower shall:</p> <p>20.1.1 pay all costs relating to the preparation and registration of the mortgage, including stamp duty if applicable, and shall also pay for the costs of cancellation of the mortgage; and</p> <p>20.1.2 pay all costs and expenses of any nature (including legal costs) incurred by the Bank in taking steps to exercise or enforce its rights under the loan agreement and any collateral given directly or indirectly in respect of the Borrower's obligations under the loan agreement.</p> <p>21 Set-off and realisation</p> <p>If the Bank terminates the Borrower's loan agreement in terms of the provisions of clause 9 above, the Bank may in addition to any rights the Bank has: set-off any credit balances held in any other account (including any transaction account) which the Borrower has with the Bank that are due and payable, against the debt; and/or</p> <p>21.1 realise any collateral held by the Bank and use the proceeds in payment of any amount due by the Borrower on the debt.</p> <p>21.2 If the Bank does so, it will advise the Borrower in writing.</p> <p>22 Acceleration of payments</p> <p>22.1 The Borrower may at any time in reduction of any loan make payments in addition to any stipulated minimum monthly instalments. If the Borrower wishes to pay the outstanding balance of the loan in one amount prior to the due date of the last instalment the following provisions will apply:</p> <p>22.1.1 the Borrower will give the Bank not less than 90 (ninety) days advance notice in writing (or such shorter period as may be agreed to by the Bank) of the date on which the Borrower will pay the outstanding balance of the loan in one amount;</p> <p>22.1.2 a notice in terms of clause 22.1.1 above will not be given before the expiry of a period of 90 (ninety) days from the date on which the loan is advanced; and the date of payment stated in this notice will be deemed to be the date on which the outstanding balance of the loan became due for payment, provided that the Borrower must pay all instalments and other amounts becoming due for payment prior to the date stipulated in this notice.</p> <p>22.1.3</p> <p>23 Fees/Charges/Costs</p> <p>23.1 The Bank is entitled to charge and recover the following fees in respect of any home loan, provided that the amount of the fee charged and recovered does not exceed the legal maximum permissible where applicable:</p> <p>23.1.1 an administration fee, being a monthly fee recoverable by the Bank as valuable consideration for the Bank's administering of the Borrower's home loan account into which payments from the transaction account are made;</p> <p>23.1.2 an initiation fee, being a single fee recoverable by the Bank for services rendered in connection with the registration of the mortgage;</p> <p>23.1.3 a security variation fee for consenting to any request by the Borrower for any variation of the terms of the mortgage, the delegation of the obligations of the Borrower in respect of the loan, or a variation or substitution of any surety/guarantor or other collateral in connection with the loan;</p> <p>23.1.4 any loan guarantee insurance premiums actually/to be paid within the prescribed period by the Bank to a registered insurer in respect of a loan guarantee policy in which the Bank is insured against financial loss suffered by it under the loan or the realization of any collateral in respect of the loan;</p> <p>23.1.5 rates, taxes, other fiscal charges and license fees actually paid or to be paid by the Bank in respect of the property; and</p> <p>23.1.6 legal costs incurred by the Bank in respect of legal proceedings instituted against the Borrower for the recovery of any amount or charges referred to in this clause 23, which will be as between attorney and own client.</p> <p>23.2 The Borrower undertakes to repay the Bank all amounts paid by the Bank in terms of clause 23.1 above, together with interest charges at the interest charge rate payable on the principal debt stipulated in the loan agreement.</p> <p>23.3 The Bank may charge and recover from the Borrower interest charges on and in respect of the loan and on any amounts referred to in clause 23.1 above. If any amounts or interest charges on those amounts are not paid by the Borrower on their due date or if the Bank agrees with the Borrower to defer the payment of any amount, the Bank may recover from the Borrower additional interest charges, which will be capitalised monthly.</p> <p>24 Variation of interest charges and fees</p> <p>24.1 The Bank may from time to time vary the interest charge rate, provided it does not exceed the legal maximum permissible rate where applicable, and will deliver written notice to the Borrower of each variation.</p> <p>24.2 In the event of a variation, the Bank may adjust the monthly instalments as much as is necessary for the loan to be repaid within the same period in which it would have been repaid if there had been no variation.</p> <p>24.3 The Bank may from time to time vary the administration fee, provided it does not exceed the legal maximum permissible fee where applicable, and will deliver written notice to the Borrower of each variation.</p> <p>24.4 In respect of any loans other than business mortgage loans, the Bank reserves the right to increase the rate of interest above that of the then current ruling rate should more than 50% (fifty percent) of the property be used for commercial purposes.</p> <p>25 Building loans</p> <p>25.1 Where a loan is granted on condition that buildings or additions to existing buildings and improvements ("the improvements") will be erected on the property:</p> <p>25.1.1 the improvements will be erected in terms of plans and specifications approved by the Bank and the municipal or local or other competent authority; the Borrower will ensure that any contractor, builder, carpenter or other workman who where applicable might have or might obtain a lien over the improvements expressly renounces or waives the lien in favour of the Bank, and unless the lien is renounced or waived, the Bank may withhold payment of any amount; the amount which the Bank will pay to the Borrower from time to time in accordance with the value of the work done on the improvements will be at the Bank's discretion and the Borrower must pay to the Bank a reasonable fee for, and all expenses in connection with, any valuation inspection made by the Bank;</p> <p>25.1.2 the Bank may decline to make further payments and may claim repayment of any amount already advanced with interest, charges and expenses if the work on the improvements has ceased for a period of 1 (one) week or if in the Bank's opinion:</p> <p>25.1.4.1 the work is not being proceeded with in a satisfactory manner; or</p> <p>25.1.4.2 there is undue delay in carrying out the work; or</p> <p>25.1.4.3 improper or inferior materials or workmanship are being put into the work; or</p> <p>25.1.4.4 workmen, contractors or suppliers are not being paid regularly; at any time after the happening of any of the events mentioned in clause 25.1.4 above and without prejudice to any of its rights, the Bank, its agents, contractors and employees may carry on and complete the improvements;</p> <p>25.1.6 the Bank may require inferior materials to be removed and inferior work to be rectified and, in case of neglect or refusal to do so, may cause the materials to be removed and the work to be rectified by its own agents, contractors or employees at the cost and expense of the Borrower, and all rights accruing to the Bank in terms of this clause 25.1 will likewise vest in the Bank in respect</p> | <p>25.1.7 of the cost of work done under this clause 25;</p> <p>25.1.8 the Bank may in the circumstances in clause 25.1.4.4 above pay the contractors, workmen and suppliers out of the loan and may accept receipts from them on behalf of the Borrower; and</p> <p>25.2 the Borrower waives any claim he may have or acquire against the Bank arising from any act or omission of the Bank or any of its employees if it exercises any of its rights in terms of this clause 25, unless a claim arises as a result of wrong and unlawful acts, or intentional misconduct, on the part of the Bank.</p> <p>25.3 The provisions of clause 25.1 above shall also apply to any alterations which the Borrower may make to the buildings erected on the property.</p> <p>25.4 Notwithstanding the provisions of clauses 25.1 and 25.2, the Bank shall only make payments to third parties on behalf of the Borrower, in accordance with the payment instructions received from the Borrower.</p> <p>25.5 Before a contract to build is concluded with a building contractor, it is compulsory for the contractor to be approved by the Bank. Before construction commences the contractor must provide a warranty to the Borrower in the form prescribed by the Bank.</p> <p>26 The Bank's building loan agreement is to be signed by the owner of the property and to be submitted to the Bank prior to the first progress payment. If the Borrower fails to do so, the Borrower will not be entitled to draw all or any portion of the loan.</p> <p>26 Loss of employment</p> <p>26.1 If -</p> <p>26.1.1 the loan is conditional on the Borrower's employer giving the Bank a suretyship/guarantee for payment of all or part of the loan; and the Borrower ceases to be employed by that employer for any reason; and the Borrower does not within 30 (thirty) days of ceasing to be employed make arrangements satisfactory to the Bank for the substitution of the suretyship/guarantee,</p> <p>26.1.2 then, the Borrower will on written demand by the Bank, pay the Bank the full amount of the loan.</p> <p>26.1.3</p> <p>26.2 The Bank will have the same rights as those mentioned in clause 26.1 above if the Borrower or his/her spouse or any surety/guarantor for the Borrower is employed by the Bank, and the employment is terminated for any reason.</p> <p>27 Rearrangement of the loan agreement</p> <p>No rearrangement of any loan or alteration of the loan agreement will adversely affect the operation of any collateral given in respect of the loan (and/or any debt in respect of the loan), nor will it novate the loan or adversely affect the rights of the Bank to sue in terms of the mortgage or any such collateral, and all the provisions of the loan agreement shall apply to all or any such rearrangement or alteration fully and effectually for all purposes, as if such rearrangement or alteration had been originally contained in the loan agreement.</p> <p>28 Liability for loss</p> <p>The Bank will not be liable for any loss incurred by the Borrower in terms of this loan agreement, save and except where such loss is caused by the Bank's gross negligence, gross misconduct and/or wilful misconduct.</p> <p>29 Credit reference agencies</p> <p>29.1 The Borrower consents to the Bank:</p> <p>29.2 making enquiries about their credit record with any credit reference agency and any other party to confirm the information provided by them;</p> <p>29.3 providing regular updates regarding the conduct of their accounts to the credit reference agencies and allowing the credit reference agencies to in turn make the record and details available to other credit grantors; and listing the Borrower's details with any credit reference agency should the Borrower default on their repayment obligations to the Bank.</p> <p>30 Information Sharing</p> <p>At the request of any surety/guarantor for this loan agreement, the Borrower agrees that the Bank may provide them with a copy of this loan agreement, together with any amendments thereto, and/or details of the conduct of the Borrower's account.</p> <p>31 Variation</p> <p>No variation of the loan agreement (or any part thereof, including these terms and conditions) will have any effect unless it is in written paper based form and is signed by or on behalf of the Bank and the Borrower.</p> <p>32 Change in control and constitutional documents</p> <p>32.1 If the Borrower is a legal person such as a company, co-operative, trust, partnership, or association of persons:</p> <p>32.1.1 the Bank shall be entitled in all its actions to rely exclusively upon the documents, including all constitutional documents and authorisations, submitted by the Borrower and in the Bank's possession. (This provision should be noted in particular in relation to the Borrower's dealings with an Re-draw Facility);</p> <p>32.1.2 the Borrower is required to notify the Bank, in writing of any proposed or actual changes:</p> <p>32.1.2.1 in the direct or indirect ownership, or control (including if there is a change in the person that may directly or indirectly exercise the majority of the voting rights in the legal person), or management of the Borrower, or any such change in any surety/guarantor for the Borrower's debt to the Bank; or</p> <p>32.1.2.2 to the Borrower's constitutional documents; and</p> <p>32.1.3 any security given for the loan remains in full force and effect until the Bank in writing releases such security.</p> <p>32.2 Any change in control of the Borrower will not affect any collateral held by the Bank nor will it release any surety/guarantor from a suretyship/guarantee.</p> <p>33 Jurisdiction</p> <p>The Borrower consents to the Bank, at its option, taking legal proceedings to enforce or implement any of the Bank's rights in any court of competent jurisdiction.</p> <p>34 Conveyancer's Certificate</p> <p>The Bank's agreement to grant the loan is given on the understanding that the property mortgaged to the Bank is not encumbered or subject to any servitudes, endorsements or conditions which may detrimentally affect the value of the property.</p> <p>35 Land Surveyor's Certificate</p> <p>The Bank reserves the right to call for a land surveyor's certificate of identity in respect of the property to be mortgaged, prior to draw down under the loan agreement. The Bank shall be entitled to withdraw from the loan agreement should the certificate of identity obtained not be acceptable to the Bank for any good reason.</p> <p>36 Re-valuation</p> <p>The Bank may call for a re-valuation of the property at any point in time, and such a valuation will be for the Borrowers expense.</p> |
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|-----------|--|--------|--|
| 37 | Addresses for notices | | does not fall on a business day the item(s) will be processed on the first business day thereafter. |
| 37.1 | The Borrower chooses, as the address for serving legal notices in terms of this loan agreement ("notice address"), the address as set out in the letter of grant. | 39.2 | If there is more than one Borrower each of them will be jointly and severally liable with the other as co-principal debtor for the indebtedness and obligations under this loan agreement. |
| 37.2 | Any other notice or communication required or permitted to be given in respect of the provisions of this loan agreement will be valid and effective only if in writing and sent to the Borrower's notice address or the telefax number, or email address or postal address provided in the Borrower's application for this loan, or any address advised below, provided that the documents to be delivered in respect of legal proceedings in connection with this loan agreement may only be served at the Borrower's notice address. | 39.3 | The Bank may close, restrict activity or suspend access to withdrawals on the Borrower's account, without notice to the Borrower, if the Bank must do so to comply with the law. |
| 37.3 | The Borrower must give the Bank written notice to change its notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) business day after receipt of the notice. | 39.4 | The Borrower must ensure that it, at all times, comply with legislation and other laws applicable to: |
| 37.4. | Any notice: | 39.4.1 | this loan agreement; and |
| 37.4.1 | sent by prepaid registered post will be deemed to have been received on the 5th (fifth) business day after posting; or | 39.4.2 | where applicable, any business to whom the Bank is making funds available in terms of this loan agreement. |
| 37.4.2 | sent by ordinary mail will be deemed to have been received on the 7th (seventh) business day after posting; or | 39.5 | Where the value of the property, or any other collateral, must be determined for any purpose related to this loan agreement, and in the Bank's opinion the Bank is required to appoint an assessor/valuator, the Borrower authorises the Bank to appoint an assessor/valuator of the Bank's choice. The Borrower agrees and undertakes to accept such assessment/ valuation. |
| 37.4.3 | delivered by hand will be deemed to have been received on the day of delivery; or | 39.6 | Any agreed changes to this loan agreement will be made in written paper based form and signed by both the Bank and the Borrower. The Bank will, no later than 20 (twenty) business days after the date of the agreed change to this loan agreement, deliver to a document reflecting the agreed amendment to the Borrower. |
| 37.4.4 | sent by telefax or email will be deemed to have been received on the 1st (first) business day after the date it was sent. | 39.7 | Unless specifically stated and agreed, any amendment to this loan agreement will not create a new loan agreement. |
| 37.5 | Notwithstanding anything to the contrary contained in this clause, a written notice or communication actually received by the Borrower will be an adequate written notice or communication to the Borrower even though it was not sent to or delivered to the Borrower's notice address, postal address, telefax number or email address. | 39.8 | This loan agreement will be governed by and interpreted in accordance with the laws of Ghana. |
| 37.6 | Where the post office does not effect street deliveries at the Borrower's notice address, the Bank may send any notices in terms of this loan agreement to the Borrower's post office box number. | 39.9 | Any concessions the Bank may give the Borrower will not be seen as a waiver of any of the Bank's rights under this loan agreement or in any way affect the Bank's rights against the Borrower. |
| 38 | Changes in law | 39.10 | The Borrower must tell the Bank immediately if it is placed under an administration order, becomes insolvent, or has any other form of legal disability. |
| | The Bank may immediately amend the pricing structure of the loan if there is any change in law, statute, regulation, ruling, directive, policy or any similar event with which the Bank is obliged to comply resulting in an increase in cost to the Bank in providing the loan or any part thereof. If the Bank does so, it will advise the Borrower in writing. | 39.11 | The Borrower may not transfer its rights or delegate its obligations under this loan agreement unless it has obtained the Bank's written consent. |
| | | 39.12 | Each term of this loan agreement is separate from the other. If any term is found to be defective or unenforceable for any reason by any competent court, then the remaining terms will be of, and continue with, full force and effect. |
| 39 | General | 39.13 | This loan agreement constitutes the entire loan agreement between the parties. |
| 39.1 | If the date for any repayment or the charging of interest, costs, fees or charges | | |

Acceptance

I / We, the Borrower/s understand and accept the provisions and the terms and conditions contained in the loan agreement.

Signed at _____ on (YYYY-MM-DD) _____

For and on behalf of _____

Signatories

Full names _____

Signature _____ Capacity _____

Full names _____

Signature _____ Capacity _____

Date of (YYYY-MM-DD) _____ authorising resolution _____

As witnesses

1 Full names _____

Signature _____

2 Full names _____

Signature _____

Office use only (Customer Consultant)**Information checklist**

| | | | |
|---|--|--|--|
| Proof of: | | Checks of: | |
| Identity | <input type="radio"/> Yes <input type="radio"/> No | Other credit agreements/facilities | <input type="radio"/> Yes <input type="radio"/> No |
| Employment | <input type="radio"/> Yes <input type="radio"/> No | Six months' account statements (new customers) | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A |
| Income (most recent payslip) | <input type="radio"/> Yes <input type="radio"/> No | Offer to purchase | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A |
| Address (most recent utility statement) | <input type="radio"/> Yes <input type="radio"/> No | Customer profile updated | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A |
| | | KYC | <input type="radio"/> Yes <input type="radio"/> No |

Branch

| | |
|---|--------------------------------|
| Customer segment | Business introducer |
| Market segment | Branch name/Identifier |
| If current account held, please state type | Stanbic Bank Ghana Ltd contact |
| Comments | |
| Staff name | Staff number |
| Scheme application <input type="radio"/> Yes <input type="radio"/> No | Scheme name |
| Signature | Date (YYYY-MM-DD) |

Office use only (Account Analyst)**Credit bureau details**

| | | | |
|---------------------------------------|---|---|--------------|
| <input type="checkbox"/> Match found | <input type="checkbox"/> No match found | <input type="checkbox"/> Not available | Bureau score |
| Worst months past due | | Worst status | |
| Total number of enquires in 12 months | | Total number of judgments or handovers in 24 months | |
| Value of judgments or handovers | | Number of other payment profiles | |
| Balance of other payment profiles | | Total instalment on other payment profiles | |

Transaction account details

| | |
|---|--|
| Account found <input type="radio"/> Yes <input type="radio"/> No | Risk grade <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D <input type="radio"/> E <input type="radio"/> F |
| Account type <input type="radio"/> Cheque account <input type="radio"/> Transact plus <input type="radio"/> Savings <input type="radio"/> Transmission <input type="radio"/> Investment <input type="radio"/> Other <input type="radio"/> Not given | |
| Number of R/Ds in last six months | Number of days in excess prior month |
| Minimum balance prior month | Maximum balance prior month |
| Overdraft limit | Total saving/investment balance(s) |

Other loan account details

| | |
|-----------------------|------------------------------|
| Number of prior loans | Outstanding debit balance(s) |
| Worst days past due | Worst account status |

Office use only [(Account Analyst) (continued)]

Verification checklist

| | | |
|--|--|--------------|
| Proof of ID | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Proof of income | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Proof of residential address | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Other credit agreements/facilities | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Existing account(s) conducted satisfactorily | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Six months' bank account statements (for new customer) | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Proof of employment | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Terms and conditions initialled by customer | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Other loan account status | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Salary | <input type="radio"/> Yes <input type="radio"/> No | Reason _____ |
| Staff name | Staff number | |

| | |
|-----------|-------------------|
| Signature | Date (YYYY-MM-DD) |
|-----------|-------------------|

Credit

Decision
 Approved Declined Refer

Comments

Final offer, if different from request

| | | |
|-------------|-----------|---------------|
| Loan amount | Loan term | Interest rate |
| Conditions | | |
| | | |

| | |
|------------|--------------|
| Staff name | Staff number |
|------------|--------------|

| | |
|-----------|-------------------|
| Signature | Date (YYYY-MM-DD) |
|-----------|-------------------|