

PERSONAL LOAN-CHECK OFF APPLICATION/AGREEMENT FORM

CUSTOMER
PASSPORT
PHOTO

PUBLIC SECTOR CODES: CHECK-OFF CODE-73, SALARY REMITTANCE CODE-19

BOA-KENYA Branch: _____ Sales code: _____ Date of Application: _____

BOA-KENYA Account No.: _____ Date Opened: _____

Name of BOA-KENYA Account to be credited: _____ Private Joint

PART 1: PARTICULARS OF APPLICANT: ATTACH COPY OF ID (PLEASE FILL IN OR TICK AS APPROPRIATE)

Title: Mr/Mrs/Miss/Dr	Surname	Other Names:
ID No. (Mandatory)	Nationality	Tax PIN No.
Date of Birth	Marital Status: Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Other <input type="checkbox"/> Please state	Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>
Postal Address		Postal Code
Telephone (Home)	Mobile No.	Email
Physical Address		
Country	Town	Estate
	Street	Block No.
Residential Status	Owned <input type="checkbox"/> Rented <input type="checkbox"/> Living with parents <input type="checkbox"/> Other <input type="checkbox"/>	
Estimated Value if Owned (Kshs):	Outstanding Mortgage(Kshs):	
Previous Physical Address (Applicable if residence at current physical address is less than 5 years)		
Country	Town	Estate
	Street	Block No.

PART 2: EMPLOYMENT DETAILS

Employed

Self Employed

Name of Employer	Date of Employment	Personal/Staff No.
Station	Designation	Department
Terms of Employment: Permanent <input type="checkbox"/> Contract <input type="checkbox"/>	If on contract, state expiry date	
Gross Salary (Kshs):	Net Salary (Kshs):	
Employer's Physical Address (Building)	Street	Block No.
Postal Address	Postal Code	
Town	Country	Office Tel.
Fax No.	Website	Email
Previous Employment Details		
Name of Employer	Date of Employment	
Station	Designation	Department
Physical Address (Building)	Street	Block No.
Postal Address	Postal Code	
Fax No.	Office Tel.	Email

PART 3: DETAILS OF REFEREES

1. Relative's Surname	Other Names	ID/Passport No.
Relation to applicant	Postal Address	Office Tel.
Mobile No.	Email	Occupation
2. Non- Relative's Surname	Other Names	ID/Passport No.
Relation to applicant	Postal Address	Office Tel.
Mobile No.	Email	Occupation

For all applications

WITNESS (Head of Dept/Controlling Officer/Officer -In- Charge/Commanding Officer, Headteacher, Principal)

I confirm that the above named is a bonafide employee of
and all the details indicated above are correct.

The Officer has years remaining to serve in current rank (for DOD Officers only)

Full Name Signature

Rank /Designation..... Date Official Stamp

CONFIRMING OFFICIALS - (Tick as applicable)

TSC District Personnel Officer/ Principal Personnel Officer/ Commandant / OCPD / Officer in Charge/ Human Resources Manager / Regional Personnel officer / Medical Officer In Charge/ Provincial Medical Officer
(Excluding DoD applications)

I confirm that the above named is a bonafide employee of
and the salary details indicated above are correct.

Full Name.....Signature.....

Date Official Stamp.....

For DOD applications only

DEPARTMENT OF DEFENCE (DOD): CAD / SAD

I confirm that the above named is a bonafide employee of..... and the salary details indicated above are correct.

Full Name..... Signature.....

Date Official Stamp

PART 7: TERMS AND CONDITIONS THAT SHALL APPLY TO THE FACILITY (IF APPROVED)

13. GRANT OF CREDIT FACILITIES:

IMPORTANT NOTICE

If you sign this document, you will be legally bound by its terms. You are therefore advised to get independent legal advice before signing this document.

Should your loan application be approved:

- 1) BOAK shall send you, the applicant, a letter (herein "the Facility Letter") confirming the amount of the loan approved as well as the special terms and conditions (if any) that shall apply to the facility;
- 2) The following additional terms and conditions shall to your facility:
 - A. **Definitions:**
 - "Borrower" means the borrower named in the Facility Letter;
 - "Facility" means the facility made available to the Borrower as set out in the Facility Letter;
 - "Facility Letter" means the letter to be sent to the Borrower by BOA if the loan application is approved confirming the terms and conditions of the Facility.
 - B. **Interest:**

Interest on the Facility will be calculated on daily overdrawn balances and is payable monthly in arrears. BOAK has the right to change the rate of interest at its own discretion. Interest shall be calculated on daily cleared balances and debited monthly by way of compound interest to the usual mode of BOAK. Where payments due from the Borrower are not received by the due date, BOAK reserves the right to change overdue and/or default interest, the rate of overdue/default interest shall be an amount over and above the normal rate applicable. BOAK also reserves the right to compound interest on a daily basis on any amounts that remain due and unpaid.

C. Set off:

BOAK reserves the right at any time and without notice in writing to set-off balances on any of the Borrower's accounts and liabilities with and to BOAK and may transfer or set off any sums in credit in such accounts in or towards settlement of any of the borrowed liabilities whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other account may be expressed in different currencies and BOAK is hereby authorized to effect any conversions at BOAK's own rate of exchange then prevailing.

D. Charges and fees:

BOAK reserves the right to recover such charges and fees as stated in the Facility Letter that shall be sent to the Borrower if his application is approved. In particular, the Borrower shall pay to BOAK and BOAK shall be entitled to debit the Borrower's account(s) with:-

- a. All legal charges, including but not limited to advocate and client costs, incurred by BOAK in obtaining legal advice in connection with the Borrower's dealings with BOAK or incurred by BOAK in any legal, arbitration or other proceedings arising out of any dealings with the Borrower and/or any other fees or costs incurred by BOAK in obtaining any other professional advice relating thereto;
- b. Commission at such rate or rates and such time or times as BOAK shall decide, and BOAK shall be at liberty to charge different rates for different accounts;
- c. All charges, fees and tariffs applicable to the Borrower's Account (the "Tariffs") as outlined in BOAK's standard tariff guide, a copy of which is available to the Borrower at the time of opening the current/salary account as well as on request;
- d. All charges and professional fees incurred by BOAK in relation to the Borrower including but not limited to valuers fees, debt collection fees, auctioneers fees and all other incidental costs incurred by BOAK in collection of a debt owed by the Borrower and/or in relation to BOAK's dealings with the Borrower;
- e. In addition to the above, all other proper expenses and charges including but not limited to commitment fees, ledger fees, disbursements for cheque books, search fees, postages, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Borrower's requests or in maintaining the account or in respect of any dealings between BOAK and the Borrower.

The Borrower hereby authorizes BOAK to debit his salary/current account with any and /all the above mentioned charges, fees, tariffs, interest, commission, disbursements, taxes, duties, costs and expenses whatsoever without further reference to the Borrower.

E. Insurance:

BOAK may require the Borrower to take insurance cover. Kindly note that under the provisions of the Consumer Protection Act, you (the Borrower) are entitled to purchase insurance through an agent or an insurer of your choice who may lawfully provide that insurance. The Bank however reserves the right to disapprove such insurer on reasonable grounds. The Borrower undertakes to pay the insurance premiums as is required under the cover from time to time. The Borrower also understands that in the event of default or late payment, BOAK reserves the right to debit the Borrower's account and pay the insurance company. The Borrower shall be liable to pay all monies due to BOAK if the insurance policy is not valid for some period due to late payment of the premium.

F. Set-off and consolidation rights:

BOAK may at any time and without notice combine all or any of the Borrower's accounts and liabilities with BOAK whether held singly or jointly with any person or set off all or any monies standing to the credit of such account(s) including the Borrower's deposits with BOAK (whether matured or not) towards satisfaction of any of the Borrower's liabilities to BOAK whether principle or surety, actual or contingent, primary or collateral, singly or jointly, with any other person. BOAK may effect any necessary currency conversions at BOAK's own exchange rate then prevailing. Exchange risk associated with any collateral, cash or otherwise in satisfaction of outstanding debt shall be borne by the Borrower.

G. Security:

The Borrower agrees that the facility, if approved, shall not be disbursed into his/her current/salary account held with BOAK until the security required in the Facility Letter to secure the Facility has been submitted to BOAK in a form and substance acceptable to BOAK.

H. Disclosure of information:

The Borrower agrees with BOAK that BOAK may:-

- a) Hold and process, by computer or otherwise, any information obtained about the Borrower as a consequence of this Facility Letter;
- b) Include personal data in BOAK’s systems which may be accessed by other companies in BOAK’s group for credit assessment, statistical analysis including behaviour and scoring and to identify products and services (including those supplied by third parties) which may be relevant to the Borrower; and
- c) permit other companies within BOAK’s group to use personal data and any other information it holds about the Borrower to bring to its attention products and services which may be of interest to the Borrower.

The Borrower further agrees that BOAK may disclose its personal data and/or information relating to the Borrower including data and information relating to this Facility Letter and any documents referred to herein or the assets, business or affairs of the Borrower outside BOAK’s group whether such personal data and/or information is obtained after the Borrower ceases to be BOAK’s customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:

- i. For fraud prevention purposes;
- ii. To licensed credit reference agencies or any other creditor. If the Company is in breach of this Facility Letter or any documents referred to herein;
- iii. To its external lawyers, auditors and other sub-contractors or persons acting as BOAK’s agents;
- iv. To any person who may assume the BOAK’s rights;
- v. If BOAK has a right or duty to disclose or are permitted or compelled to do so by law; and
- vi. For the purpose of exercising any power, remedy, right or discretion relevant to this Facility Letter or any other document.

The Borrower acknowledges and agrees that, notwithstanding the terms of any other agreement between the Borrower and BOAK, a disclosure of information by BOAK in the circumstances contemplated by this clause does not violate any duty owed to the Borrower either in common law or pursuant to any agreement between BOAK and the Borrower or in the ordinary course of banking business and the customs, usage and practice related thereto and further that disclosure as aforesaid may be made without reference to or further authority from the Borrower and without inquiry by BOAK as to the justification for or validity of such disclosure.

I. General:

- i. The Borrower agrees to fully indemnify BOAK against all costs and expenses (including legal fees) arising in any way in connection with the Borrower’s accounts, in enforcing these terms and conditions, or in recovering any amount due to BOAK or incurred by BOAK in any legal proceedings of whatever nature.
- ii. The Facility may be reduced varied terminated or the terms upon which the same are available altered in the absolute discretion of BOAK at any time or times without prior notice in writing.
- iii. BOAK has the right to combine the Facility into one KES Advance facility for all amounts due and outstanding and such consolidated amount shall constitute a valid debt owed by the Borrower to BOAK.
- iv. A certificate by BOAK addressed to the Borrower as to any amount payable hereunder shall, in the absence of manifest error, be prima facie evidence of amount due in any legal action or proceedings arising out of or in connection with the Facility.
- v. BOAK may assign or transfer all or any of its rights and/or obligations in respect of the Facility, in whole or in part, to any person or persons and may disclose to any actual or prospective assignee or transferee (or to any other person):



Date of Application:

Name of Applicant: ID No.:

Thank you for banking with us. Your application is receiving the necessary attention. We shall revert to you shortly.

Name of Bank Official: Signature: Date:

Contact details: Tel: +254 703 058 120

Email: yoursay@boakenya.com

The Applicant hereby confirms and agrees that he/she has read and understood the above mentioned terms and conditions.

- a) In connection with a securitization of all or any part of BOAK's loan assets from time-to-time; or
- b) Who may otherwise enter into contractual relations with BOAK in relation to the Facility.

vi. Should BOAK receive any adverse information about the Borrower or its business environment, or should BOAK be unable to advance the Borrower the aforementioned Facility for any reason whatsoever, including any limitations imposed upon BOAK by any law or regulatory body, then notwithstanding the aforementioned terms and conditions, BOAK hereby retains the sole and absolute discretion to cancel the offer of Banking Facility, whether or not the same have accepted by the Borrower.

vii. The availability of the Facility herein is at all times subject to BOAK's compliance in such manner as it thinks fit with any and all restrictions, rules and regulations of the Central Bank of Kenya or any other applicable regulatory authority from time to time in force and all terms and conditions hereof remain subject to any directions of Central Bank of Kenya as advised to BOAK from time to time.

14. Acceptance and Terms:

I have attached the following documents:

- Copy of ID card/ Passport
- Copy of PIN Certificate
- Copy of Employment Letter
- Original Letter by Employer undertaking to remit the Applicant's salary through his current/salary account at Bank of Africa Limited.
- Copy of proof of income /3 months pay slip
- Credit Insurance Application Form
- Last 6 month's statements (where applicable)

I.....(Name of Applicant) hereby confirm that :-

- a) I have read and understood all the sections of this application form; and
- b) all information given by me is accurate, true and complete.

I hereby confirm and agree that should Bank of Africa approve my loan application and BOAK grant me a Loan Facility, it should:-

- i. Credit my current/salary account with the full amount of the loan and create a loan account which shall constitute a valid debt payable by me; and
- ii. Debit my current/salary account with all fees, charges and interest payable as a result of the Facility granted to me; and
- iii. Send me a letter at the following address

Name:.....
P.O. BOX.....

Confirming that the loan application has been approved and that my current /salary account has been credited with the total loan amount less all fees, charges and interest payable.

Signature of Applicant
(*sign in the presence of BOAK official*): Date:.....

Signature of BOAK:..... Date:.....

15. BOAK Use Only

Sales Staff/DSR Name.....Code.....Signature.....Date.....

I confirm that all relevant supporting documents have been attached to this application.

Debt Ratio..... Repayment Period.....
Interest Rate applicable on loan..... Installment Amount.....

Branch Manager (BM)/RM.....Signature.....Date.....

Credit Section

Returned & Reason.....Declined & Reason.....

Supported & Amount.....Name & Signature.....

Approved & Amount.....Name & Signature.....

Approved with conditions, if any;

- 1.....
- 2.....
- 3.....