



Personal Loans Terms & Conditions – Variable Rate

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Grant of Credit facilities

Standard Chartered Bank Ghana Limited (hereinafter referred to as the “Bank”) may approve or decline an application for credit facility at its absolute discretion. The Bank is not obliged to disclose any reasons for decline or approval of an application.

Interest

- a. I authorise the Bank to apportion the monthly repayments between interest and principal as it shall desire and to debit my account _____ or advise my employer with the amount of each monthly repayment as they fall due.
- b. Interest on all credit facilities will be charged on a monthly basis. Interest will therefore be calculated for the month based on the outstanding debit balance. Interest will be charged at the Bank’s rate and this is subject to changes that may become necessary to reflect prevailing market conditions. Interest Rate will be adjusted downwards or upwards in line with the Bank’s prevailing rates. This would lead to a decrease/increase in loan tenor or monthly instalment. The Bank reserves the right to pass on any increase in interest rate through increased tenor or an increase in the equal monthly instalment.
- c. Where the interest rate on the credit facility is linked to the Banks “prime lending rate”, the Bank reserves the right to change the prime lending rate from time to time.
- d. Interest will be charged on all amounts owed by the Applicant.
- e. Unless otherwise specified in our Banking agreement, interest accrues on a daily basis and is calculated on the basis of a 360 day year.
 - i. Where the first instalment period (Period between loan disbursement date and first repayment date) is greater than 30 days, the customer will pay the interest accrued between the 30th day the first instalment date (Broken Period Interest). This will be spread as part of my monthly repayment over the tenor of the loan.
 - ii. Where the first instalment period is less than 30 days, a negative overdue interest will be credited. This will be spread over the tenor of the loan to the customer loan account.
- f. If, in the Bank’s reasonable opinion: (i) a benchmark rate has or will be permanently or indefinitely discontinued; (ii) the methodology, formula or other means of determining a benchmark rate has materially changed; (iii) a benchmark rate is otherwise no longer appropriate for the purposes of calculating interest under this facility agreement or (iv) the Bank is unable to determine a benchmark rate for any other reason, the Bank may substitute such benchmark rate with a standard market interest rate generally accepted, in the Bank’s reasonable opinion, in the international or domestic markets for this facility agreement as the appropriate successor to such benchmark rate and/or the Bank may calculate such benchmark rate with reference to any appropriate source or method as determined by the Bank.

Disbursement

I understand and agree that insurance premium will be deducted from my loan and the balance credited to my Standard Chartered Bank account.

Charges, Fees and Penalty

An arrangement fee will be charged by the Bank. The Bank reserves the right to change such charges and fees as it may notify from time to time by publication in its tariff of charges. The tariff of charges will be displayed at its branches in Ghana and a copy will be made available on request.

Where payments due from the Applicant are not received by the due date for the payment, the Bank reserves the right charge overdue interest and or penalties. The rate of overdue default interest shall be over and above the normal rate applicable.

Default

In the event of default in my making any one repayment on the due date, the outstanding principal amount of the loan and the accrued interest shall become immediately due and payable.

In the event we do not receive your monthly repayment for 3 consecutive months, we may at our discretion revoke preferential pricing offered to you on this product.

A statement of demand signed by an authorised officer of the Bank shall be conclusive evidence that a sum is due and owing. In the event of default, the Bank reserves the right to transfer the defaulting account to a Third Party Agency to recover outstanding debt.

Mode of Repayment

Repayment can be effected by:

- a. Employee Smart Credit [Account Holder] - Monthly repayment debited to you Current / Savings account with Standard Chartered Bank by standing order on the instalment due dates.
- b. Employee Smart Scheme**- deducted at source from your company’s payroll

Payment including early payments

Early repayment of the loan will be permitted subject to payment of the outstanding principal amount and the interest due at the date of repayment. Applicants are allowed to repay loan in advance, but there will be an early repayment charge of 0.25% for full redemptions. The Bank reserves the right to review such charges from time to time. Payment can be done in any of the Standard Chartered Bank Ghana Branches.

Variation

The Bank will advise the Applicant of any change in lending rate, charges, or fees by publication of a notice in a local or national newspaper, or by a notice at its branches in Ghana, or by notes in customer loan statements by giving you thirty (30) days notice. The Applicant understands and agrees that the Bank is not obliged to obtain the Applicant's signature for receipt of such communication.

Letter of Undertaking

I agree to submit an irrevocable letter of undertaking from my employer (Account Holder) or assignment of terminal benefits (Non-Account Holders) to pay my monthly emoluments direct to the Bank for my account or deduct monthly instalments from my monthly emoluments during the term of the facility and that during the said period, all the emoluments due me in the event of my leaving the employment for any reason shall also be paid to the Bank.

Set-off and consolidation rights

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

Banking Instructions by telex/facsimile/e-mail

Unless the Applicant instructs the Bank to the contrary, the Bank is authorised but not obliged, to act on the Applicant's Banking instructions submitted through a telex, facsimile service or e-mail.

The Applicant releases the Bank from, indemnifies and holds the Bank harmless from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising, in consequence of or in any way related to:

- The Bank having acted in good faith in accordance with the Applicant's written facsimile, e-mail, or telex instruction(s), notwithstanding that such instruction(s) may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission.
- The Bank having refrained from acting in accordance with my written, telephone, e-mail, facsimile or telex instruction(s) by reason of failure of actual transmission thereof to the Bank or receipt by Bank for whatever reason, whether connected with fault, failure or unreadiness of the sending or receiving machine.
- The Applicant's failure to forward all original copies of facsimile, telephone or e-mail instruction(s) to the Bank within 24 hours.

Authority to Future Employers

The Applicant authorises present and future employer(s) to deduct loan repayment from the salary and remit funds to the Bank.

Notices

The Applicant agrees to accept service and all notices and processes at his/her postal or physical address and confirms this address as its domicillium citandi et executandi.

The Applicant may deliver any notice and such notice is deemed to have been received on the day of delivery at the Bank's registered address, or the Applicant's Branch..

Appropriation

All amounts received by the Bank will be first apportioned towards overdue interest charges/fees, and interest. Any balance left thereafter will be appropriated lastly towards principal.

The Bank reserves the right to refuse acceptance of post-dated cheques or such other instrument towards payment or settlement of the credit facility.

Disclosure of Information

The Bank may use any information relating to the Applicant for evaluating the credit application. The Bank may also share such information with Central Databank of the

Ghana Association of Bankers or any licensed credit bureau. The Applicant authorises the Bank to use any information that the Bank may obtain about him/her for such purposes as the Bank deems appropriate.

Transferability

Where required the Bank reserves the right to transfer your loan to an alternate lender and we will not be required to take your consent prior to such transfer.

Indemnity

The Applicant agrees to fully indemnify the Bank against all costs and expenses (including legal fees, collection commission et cetera) arising in any way in connection with the applicant's accounts, in enforcing these terms and conditions, or in recovering any amounts due the Bank in any legal proceedings of whatever nature.

Waiver

No forbearance, neglect or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice the Bank's right thereafter to strictly enforcing the same. No waiver the Bank shall be effective unless it is writing.

Risk Disclosure – Interbank Offer Rates

The Client should be aware that the credit facilities under this facility agreement may be priced with reference to an interbank offer rate (IBOR). Please note that there is a risk that such IBOR may be discontinued, or the methodology, formula or other means of determining such IBOR materially changes to make it no longer appropriate for the purposes of calculating interest, prior to the termination of any such credit facility or the maturity of loans under such credit facility. If such IBOR is discontinued no longer appropriate for the purposes of calculating interest, the Bank may substitute that IBOR with a standard market interest rate (please see Clause f above). If a substitute interest rate is used, it is possible that the such substitute interest rate may result in a change to the amounts that would otherwise have been payable under the credit facilities and the methodology of calculation with respect to the substitute interest rate may change relative to the methodology of calculation for the original IBOR.

Timing for the discontinuation of different IBORs may differ. In addition, the discontinuation of an IBOR may result in a mismatch between the interest rate of the Client's credit facility and the Client's other financial instruments, including potentially those that are intended as hedges.