



CREDIT FACILITY APPLICATION TERMS AND CONDITIONS

Grant of Credit Facilities

Fortune SACCO Society Limited (hereinafter referred to as 'The SACCO') may approve or decline an application for a credit facility at its absolute discretion.

Interest

Interest on all credit facilities will be calculated on daily overdrawn balances at the prevailing interest rate, and shall be payable to the SACCO as monthly arrears. Where the interest rate on the credit facility is linked to the SACCO's Base Lending Rate' the SACCO reserves the right to change the Base Lending Rate from time to time. Interest will be charged on all amounts owed by the Applicant.

Charges, Fees, Penalties

The SACCO reserves the right to recover such charges and fees as reviewed from time to time by publication in its tariff of charges.

The tariff of charges will be displayed all fortune branches and a copy will be made available on request. Where payment due from the Applicant is not received by the due date of payment, the SACCO reserves the right to charge 'overdue and/or default interest'.

The rate of the overdue and/or default interest shall be an amount over and above the normal rate applicable.

Joint and Several Liability

The nature of guarantor responsibility will be joint and severally, and they will only exercise their rights of subrogation upon payment of the whole debt.

Insurance

The SACCO may require the Loan Applicant to take insurance to cover death and/or disability, through the SACCO's approved insurance firms to cover the risks. The Loan Applicant undertakes to pay the insurance premiums by the SACCO from time to time. The Loan Applicant also understands and accepts that in the event of default or delay in payment of insurance premium, the insurance may not be valid, and the Loan Applicant will continue to be liable for repayment of all monies due to the SACCO. The Loan Applicant also understands and accepts that not all types of disability or death may be covered by insurance. The Loan Applicant will continue to be liable for any shortfall in the amount received from the insurers.

Security

The Applicant agrees to pay all charges, fees rates, levies or taxes that are or may become payable on the security.

The Applicant also irrevocably authorizes the SACCO to pay such charges, fees, rates, levies or taxes on his/her behalf and to include them as part the amount owed by the Applicant.

The SACCO may at its discretion call for tangible securities from the Applicants. Or if the Applicant is employed, the

SACCO may at its discretion request the Applicant's employer to remit the loan repayments through the check-off system.

Notices

The Applicant agrees to accept service of all notices and communication at the last postal or physical address given by the customer, and the date on the SACCO's copy of any communication is taken to the date of such dispatch in the absence of proof to the contrary.

All notices and processes sent by registered post will be deemed to have been received four (4) days after the date of posting and all notices and processes delivered by hand shall be deemed to have been received on the day of delivery.

The Applicant may deliver any notices by registered post at the SACCO's registered address, at the Applicant's branch and the notice is deemed to have been received on the day of delivery at the SACCO.

Appropriation

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

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

Disclosure of Information

The SACCO may use any information relating to the Applicant for evaluating the credit application. The SACCO may also share such information with Credit Reference or Rating Agencies. The Applicant authorizes the SACCO to use information that the SACCO may obtain about him/her for such purposes as the SACCO deems appropriate.

Indemnity

The applicant agrees to fully indemnify the SACCO against all costs and expenses [including legal fees] arising in any way in connection to the Applicant's accounts, these terms and conditions, in enforcing these terms and conditions or in recovering any amount due to the SACCO or incurred by the SACCO in any legal proceedings of whatever nature.

Waiver

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

ACCEPTANCE

I confirm that I have read the terms and conditions (as printed above) governing the grant of credit facilities, and agree to be bound by them should my loan application be approved.

Signature of Applicant.....

[Signed in the presence of a SACCO official].....