

# PERSONAL LOAN CONTRACT

## **Part A: Borrower's Obligations**

1. The borrower, as referred herein, hereby agrees under this contract to borrow the principal loan amount of K \_\_\_\_\_, which is to be repaid over \_\_\_\_\_ fortnightly Instalments of K \_\_\_\_\_. The first fortnightly Instalments to be deducted at settlement with subsequent instalment to commence in the following payday on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ until such time that the loan amount inclusive of principal, interest and any fees are repaid in full.
2. The borrower agrees to meet all instalment on the due dates as described in this contract.
3. The borrower is to immediately advise Kundu Finance Limited (KFL) of any change(s) in residential address or employment.
4. Should the borrower resign from or be terminated by his/her employer, any final entitlements with his/her employer shall, in the first instance be directed to KFL to meet his/her associated debt obligations.
5. The borrower agrees that 1st loan repayment might be deducted at loan disbursement.
6. The borrower shall pay the Loan Protection Fund fee at 2% of the loan amount which as well as an establishment fee that will be added to the total loan amount.

## **Part B: Interest Rate**

7. Interest will be charged on the loan at the rate of \_\_\_\_\_ percent per annum. The interest rate is variable by KFL in its absolute discretion by thirty (30) days in writing.

## **Part C: Authority to obtain and provide personal, financial and credit Information**

8. The undersigned borrower authorizes KFL to:
  - a) Obtain a credit report containing any personal, financial & credit information in relation to the undersigned borrower from any reference source, any credit reporting agency/ bureau, or third party.
  - b) Utilize the credit report to assist in the assessment of any loan or credit application by the borrower.
  - c) Exchange personal, financial and credit information in relation to the undersigned borrower with other credit providers including details of loan obtained from KFL; and,
  - d) Inform a Credit reporting Agency of any default in the repayment of the credit provided to the undersigned borrower.

## **Part D: Default**

9. An act of default will be deemed to have taken place under the following circumstances:
  - a) The borrower fails to repay any component of principal or Interest on the due date in terms of this contract.
  - b) The borrower provides false Information or data in relation to this contract; or
  - c) The borrower becomes insolvent or is declared bankrupt.
  - d) The borrower is unemployed for a period of sixty (60) consecutive days.
10. Should the borrower suffer an act of default, as defined per clause 9 above, all monies owing to KFL become due and payable on demand.
11. On all monies including principal loan sum, default interest will be charged at a flat rate of an additional 2% per fortnight on every fortnight instalment including associated enforcement expenses as set out below until the loan is fully repaid or no longer in arrears.
12. As per clause 11 above, the borrower may incur enforcement expenses should the loan fall in default as defined under Clause 9. Such expenses and costs include associated expenses reasonable incurred by KFL when exercising its rights of enforcement and/or all other expenses and damages Incurred by KFL as a direct or indirect result of the borrower breaching this contract.
13. Such expenses, as referred to above, may be added to the borrower's existing balance at any time and the discretion of KFL. Accordingly, the balance becomes due and payable.

## **Part E: Loan Protection Fund**

14. In the event of the death of the undersigned borrower, the outstanding loan balance will be repaid in full though the Loan Protection Fund, subject to production of a certificate copy of the borrower's death certificate (not Guarantor), except in the following circumstances:
  - a) Claims not accepted in the first 30 days.
  - b) Death by suicide
  - c) Death by pre-existing medical condition or HIV/AIDS
  - d) The loan is a secured loan.

## **Part F: Assignment**

15. The undersigned borrower hereby irrevocably assigns to KFL, all entitlements, long serving leave, finish pay and/ or savings from NAMBAWAN Super/ NASFUND or such superannuation entities with similar function, in relation to all monies owing or guaranteed to KFL.

## **Part G: Others**

16. Rights now waived – KFL's rights under this contract are unaffected by any delay in exercising those rights or because KFL gives the undersigned borrower any time or other form of indulgences.
17. The undersigned borrower hereby acknowledges that KFL follows rule 78 Method of income recognition.

## **Part H: Client's Financial & PEP status**

18. Have you ever been declared bankrupt, defaulted on a loan or had any judgement or legal proceedings against you?

YES  NO  If "Yes", please provide details:

19. Do you have any connection with politicians? YES  NO  If "Yes", please provide details:

## **Part I: Indemnity**

20. It is acknowledged that the borrower verifies that the information contained within this contract is true and correct in every particular.

## **Part J: Borrower's Acknowledgement**

19. I, \_\_\_\_\_ (Full name of borrower)

\_\_\_\_\_ (Address of borrower)

hereby confirm and acknowledge the following:

- a) That I have fully read and understood the terms and conditions of this contract as set out above
- b) The bank account details (bank, branch, account number, account name) provided in the Bank Details Section of this application are True, and the same bank account shall be used by KFL to credit the proceeds of this loan and any future loan redrawing/ releases; and
- c) Acknowledging that by signing this contract, I am legally bound by the said terms and conditions therein.

Signed and Sealed by the parties herein on the \_\_\_\_\_ day of \_\_\_\_\_ (month)  
20\_\_\_\_\_(year)

\_\_\_\_\_  
Borrower's Signature

Name: \_\_\_\_\_

\_\_\_\_\_  
Signed for and on behalf of KFL.

Name: \_\_\_\_\_