

Section A – Borrower’s Personal, Employment & Next of Kin Details

A1. Surname	<input type="text"/>	Initials	<input type="text"/>	Title	<input type="text"/>
A2. First Names	<input type="text"/>	Maiden Name	<input type="text"/>		
A3. Identity Number	<input type="text"/>	ID Date of Issue	<input type="text"/>	ID Date of Expiry	<input type="text"/>
			MM/YY	MM/YY	
A4. Date of Birth	<input type="text"/>	No. of Dependents	<input type="text"/>	Marital Status	<input type="text"/>
	DD/MM/YYYY				
A5. Residential Address	<input type="text"/>			Residence is	<input type="text"/>
A6. Contact Tel No.'s	<input type="text"/>	(h)	<input type="text"/>	(w)	<input type="text"/>
			(cell)	Home E-mail	<input type="text"/>
A7. Borrower’s Employer	<input type="text"/>				
A8. Name of Department	<input type="text"/>	Salary No.	<input type="text"/>		
A9. Designation (Job Title)	<input type="text"/>	Work Fax No.	<input type="text"/>		
A10. Work Postal Address	<input type="text"/>	Work E-mail	<input type="text"/>		
A11. Name of Pay Officer	<input type="text"/>	Tel. Pay Officer	<input type="text"/>		
A12. Next of Kin 1 Names	<input type="text"/>	Relationship1	<input type="text"/>		
A13. Next of Kin 1 Address	<input type="text"/>	Tel No.'s 1	<input type="text"/>	(w)	<input type="text"/>
				(cell)	
A14. Next of Kin 2 Names	<input type="text"/>	Relationship2	<input type="text"/>		
A15. Next of Kin 2 Address	<input type="text"/>	Tel No.'s 2	<input type="text"/>	(w)	<input type="text"/>
				(cell)	

Section B – Borrower’s Banking Details

B1. Account Holder Name	<input type="text"/>				
B2. Name of Bank	<input type="text"/>	Branch Name	<input type="text"/>		
B3. Account Number	<input type="text"/>	Account Type	<input type="text"/>		
B4. ATM Visa Card Number	<input type="text"/>	Card Expiry Date	<input type="text"/>		
			MMYY		

Section C – Loan Schedule

Loan Term (months)	% Interest per Annum	Capital Amount of Loan (P)	Term Insurance Premium (P)	Internal Admin fee (P)	Total Interest (P)	Monthly Instalment (P)	Employer Admin Fee (P)	Total Monthly Instalment (P)	Monthly Instalment due on
									1 st day of each month

Section D – Declaration by Borrower

I, the Undersigned Borrower, hereby apply to BG Finance (a division of Bank Gaborone, hereinafter referred to as the Lender), for a loan as detailed in the Loan Schedule above. I confirm that I have acquainted myself fully with the Loan Agreement Terms and Conditions and bind myself thereto. I declare that :

- All information provided by me in respect of this Agreement is true and correct, that I have not been sequestrated and that I am permanently resident in Botswana;
- I consent to the Lender conducting any enquiries deemed necessary in order to evaluate and verify the information contained herein;
- I understand that the Loan Agreement consists of this Application, the Terms and Conditions and any other documentation which the Lender may reasonably require;
- I understand that this Loan Agreement will only come into force and effect once the Lender approves, and disburses the Capital Loan Amount to me by way of an Electronic Funds Transfer to my Bank Account (as per Section B above) or by bank cheque made in my name (as per Section A1 and A2 above);
- I understand that the Capital Loan Amount is subject to the "Consent for Deduction of First Instalment" and "Request for Loan Consolidation" forms as signed by myself and which form part of this Agreement;
- I understand that once the Capital Loan Amount is disbursed to me, that I am indebted to the Lender for the full amount of the loan (as per Section C above) inclusive of charges and interest, or other amounts which may become due and payable in the event that I should default on the Monthly Instalment or in the event that I should choose to settle the loan prior to the expiry of the Loan Term.
- I understand that the Monthly Instalment shall be deducted directly from my monthly salary by my Employer (as identified in Section A7 to A11 above) in terms of the "Official Deduction Consent Form" or "Irrevocable Salary Stop Order" as signed by myself and which form part of this Agreement;
- I understand that should my Employer fail to deduct the Monthly Instalment directly from my salary and pay over such amount to the Lender that it remains my sole and absolute responsibility to ensure that the Monthly Instalment is paid to the Lender by due date;
- I understand that failure to pay the Monthly Instalment by the due date will attract interest charges over and above those stipulated in Section C above and that I shall be liable to pay these to the Lender;
- I understand that failure to adhere to the Monthly Instalment shall lead to the whole amount owing to be immediately due and payable. Furthermore, I understand that my failure to adhere to the Monthly Instalment shall lead to me being listed at a Credit Bureau and handed over to the Lender's attorneys' of choice to recover all the amounts owing and that I shall be liable to pay all ensuing legal costs on a attorney and own client scale.
- I hereby authorise the Lender to recover the Monthly Instalment and / or any other charges directly from my Bank Account (as per Section B above), or any bank account which I may have in future, in the event that I breach this Agreement;
- The essential Terms and Conditions of this Agreement were explained to me in a language of my choice and understood by me prior to me signing below, and that I have been provided with a signed copy of this Agreement.

Signed at on this the day of 20

Signature : the Borrower

For BG Finance : Signature

Name

Code

BG FINANCE

A division of



LOAN PROTECTION PLAN

Terms and conditions of Policy

Botswana Life Insurance (Pty) Ltd (referred to as the Insurer) undertakes to pay the particular benefits described in the policy schedule subject to the conditions contained herein.

1.0 Introduction

The credit life assurance plan assures client in the event of Death, Permanent Disability and Total Temporary Disability. This contract is issued as confirmation that the person named herein has been added as an insured to the Master Policy issued by the Insurer to the Policyholder specified herein and is available for inspection at the Policyholder's head office.

2.0 Description of Financial Institution

2.1 Policy Holder

Bank Gaborone Limited

2.2 Insured

The client who is in good health at inception of cover for the insured benefits

3.0 Benefits

Upon the occurrence to the insured of the event as prescribed.

Section 1: Life insurance

Event	Benefit
Death	The balance of indebtedness

Section 2: Permanent Total Disablement

Event	Benefit
Permanent total disablement by sickness or accident	The balance of indebtedness

Section 3: Temporary Total Disablement

Event	Benefit
Temporary total disablement by sickness or accident	The monthly installments until the insured has recovered or the debt is paid up subject to a maximum of 6 installments.

4.0 Balance of Indebtedness

The basis of indebtedness shall be the balance outstanding which will allow for the reduction of the initial Sum Assured by all installments which were due to be paid up to the date of death or disability.

5.0 Waiting Periods

5.1 Death

There is no waiting period on the death benefit.

5.2 Permanent Total Disablement

There will be a 6 month waiting period from the date of commencement of cover during which only disability claims resulting from an accident will be paid. BLIL, in their sole discretion shall determine whether the cause of such disability is the result of an accident.

5.3 Temporary Total Disablement

There will be a 2 months waiting period from the date of commencement of cover during which only disability claims resulting from an accident will be paid. BLIL, in their sole discretion shall determine whether the cause of such disability is the result of an accident.

6.0 Age limitations

Cover under these sections shall not extend in any case to any insured who at date of the occurrence of any event has not attained his/her 18th birthday or has passed his 65th birthday.

7.0 General exclusions

The insurer shall not be obliged to make any payment in respect of any condition or event arising directly or indirectly from or traceable to:

- Intentional self inflicted injury.
- Any act of war, military action, terrorist activities, riots, strikes, civil commotion or insurrection;
- The life assured committing any breach of Criminal law;
- Active participation in military or police service in any country. For this purpose, "military service" includes the armed forces, naval and air forces.
- Active participation in mountaineering, horse riding, hunting, motor racing, power boat racing or fighting (except in self defence);
- Participation in any form of aviation other than as a fare paying passenger on a scheduled air service over an established passenger route.

7.1 Death

- Suicide within 12 months of signing the proposal

7.2 Permanent Total disablement

- Disablement prior to commencement of cover
- Pre-existing conditions (medical conditions that existed in the 6 months prior to commencement of cover)

7.3 Total and temporary disablement

- Disablement prior to commencement of cover
- Pre-existing conditions (medical conditions that existed in the 6 months prior to commencement of cover and cause disability within 6 months after such commencement of cover)
- Pregnancy, childbirth or abortion (a waiting period of 6 months applies)

8.0 Premium Revision

The actuary of the underwriter may raise the premium rate for regular premium policies to bring the rates in line with the actual number of claims received. The Insurer will give the Policyholder at least 3 months written notice of any changes in the premium rates. This applies to Business Loans only.

9.0 What you should do in the event of a claim

Advise Bank Gaborone Insurance Agency, who will in turn submit your claim together with the relevant documentation to the insurer.

10.0 Premium Refund

The customer is entitled to a refund of unutilized premiums upon early settlement of the loan. The credit life policy is a decreasing term assurance, therefore the longer the policy (loan) has run the lesser the premium refund. Administration costs are deducted from the premium which also impacts on the refund. For further details on this, kindly refer to your bank or agency.

11.0 Retrenchment Cover (Tick box if cover is applicable)

This cover is available only for Insured persons employed at certain the private sector institutions. People who are employed by government or parastatals do not qualify for retrenchment cover. Retrenchment will mean termination of the Insured Person's position by his employer based on adverse trading conditions or anticipation thereof or upon any other business decision of his employer resulting in staff reductions". The retrenchment benefit is only available on loans with a duration of six (6) months or more. In the event of the Insured Person suffering loss of employment (Retrenchment) as defined, the Insurer will pay the monthly installment due in terms of the Agreement on a monthly basis for a maximum 6 (six) months upon receipt of proof, to the Insurer's satisfaction that the Insured is still unemployed

12.0 Free funeral benefit

- A funeral benefit of P10,000 will be paid per Life
- The benefit is only payable at the death of the account holder
- A beneficiary, not younger than 18 years to whom the benefit shall be paid, should be nominated at inception stage

Nominated beneficiary for Funeral Benefits

Full name: _____

Identity Number: _____

Date of Birth: _____ Gender: _____

Postal address: _____

Tel. No. Home: _____ Work: _____

Cell. No.: _____

Bank: _____

Branch: _____

Account No.: _____

Insured person

Full name: _____ Title: _____

Identity Number: _____

Date of Birth: _____ Gender: _____

Postal address: _____

Tel. No. Home: _____ Work: _____

Cell. No.: _____

Loan Ref no: _____ Term of loan: _____ months

Account type: _____ Insured amount: P _____

Declaration.

I declare that I am in good health and actively at work at the inception of this policy or the day that I am eligible to be included in the scheme and have not been absent for more than 10 days due to illness in the preceding 3 months. If I cannot satisfy this condition, then cover will not be provided until:

- I have returned to work and completed 2 months continuous and active service
- I have completed a Medical Proposal Form, satisfactory to the Insurer, if I wish to be included in the scheme at an earlier date.

Actively at work means that I am not only present at my place of work on a prescribed day but I am mentally and physically capable of carrying out my normal regular duties associated with the job for which I am employed. I have been informed of my right to choose a new or existing policy for insured benefits and I confirm that I was not coerced into taking a specific policy. The above declaration is true and complete and will form the basis of my policy. I understand that any material information withheld or declaration made which proves to be incorrect may invalidate a claim under this policy.

Signature of Life assured: _____

Date: _____

Signature of Bank representative: _____

Date: _____

BG Finance is a division of Bank Gaborone Ltd. Plot 5129, Queens Road, The Mall, Private Bag 00325 Gaborone.

Insurance Agency : Bank Gaborone Insurance Agency (Pty) Ltd

BG FINANCE

A division of
 Bank Gaborone

Request for Loan Consolidation

I, the undersigned, hereby confirm to BG Finance (a division of Bank Gaborone) that, at present, I have the following loan advances on my pay slip and/or bank statement and/or ITC report for20....

Lender	Current Monthly Installment	Current Settlement Amount	For Office Use Only	
			Proof of Settlement Attached	
1.Peo Mico	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.Penrich	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.Letshego	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.First Funding	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.Blue Employee Benefits	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.Money Quest	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.Red Employee Benefits	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.	P	P	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Totals	P	P		
	New Loan Amount	P		
	Balance to Borrower	P		

I, the Borrower, hereby instruct and authorize BG Finance to settle the above loans, on my behalf, from the proceeds of the loan for which I have applied for through BG Finance.

Name of Borrower :

Salary Number :

Employer :

Ministry :

Department :

Signed at on this the day of20.....

.....
Signature: the Borrower

.....
Identity Number: the Borrower

1. DEFINITIONS

- 1.1. **Agreement** means the Personal Loan Application and Agreement form, these Terms and Conditions, the Irrevocable Salary Stop Order or Official Deduction Consent Form, Matrimonial Statement, Request for Loan Consolidation, Consent for Deduction of First Installment, Loan Protection Plan, and any other documents which the Lender may reasonably require from the Borrower.
- 1.2. **Borrower** means the individual whose details appear in Section A1 to A6 of the Agreement
- 1.3. **Lender** means BG Finance (a division of Bank Gaborone Ltd - Reg No. 2004/8812) and / or any of its holding or subsidiary companies and / or its successors in title
- 1.4. **Loan Schedule** means Section C of the Agreement reflecting the Capital Loan Amount, Interest Rate per Annum, Monthly Installment, Loan Term, Term Insurance Premium, Administration Fee and Total Interest applicable to this Agreement
- 1.5. **Total Loan Amount** means the total amount to be repaid by the Borrower comprising the sum of the Capital Amount, the Term Insurance Premium, Administration Fee and Total Interest as indicated on the Loan Schedule, but excludes any additional charges payable by the Borrower in the event of breach of this Agreement by the Borrower
- 1.6. **Principal Loan Amount** shall mean the sum of the Capital Loan Amount, the Term Insurance Premium and Administration Fee as indicated on the Loan Schedule
- 1.7. **Interest Rate** means the interest rate as specified in Loan Schedule
- 1.8. **Monthly Installment** means the amount indicated as the Monthly Installment in the Loan Schedule
- 1.9. **First Deduction Date** means the date indicated in the Loan Schedule by which date it is estimated that the first Monthly Installment is due to be paid by the Borrower to the Lender
- 1.10. **Due Date** means the date indicated on the Loan Schedule, by which the Monthly Installments must be paid each month following the First Deduction Date for the Term of the loan
- 1.11. **Loan Term** means the number of months, commencing on the First Deduction Date, over which the Borrower must pay the Monthly Installment by the Due Date each month until the loan is settled in full
- 1.12. **Loan Protection Plan** means the insurance policy forming part of this Agreement and which the Borrower agrees to cede to the Lender as security whilst he / she is indebted to the Lender
- 1.13. **Employer** means the Borrower's Employer as detailed in Section A7 to A11 of the Agreement
- 1.14. **Commencement Date** means the date upon which the Principal Loan Amount, or any part thereof, is disbursed to or on behalf of the Borrower by the Lender by way of a Electronic Funds Transfer or Cheque payment(s)

2. PREAMBLE

The Borrower wishes to enter into an Agreement with the Lender to secure a personal loan. Now therefore :

3. AGREEMENT

- 3.1. The Borrower applies for a loan with the Lender for the amounts indicated in the Loan Schedule and on the Terms and Conditions contained herein. The Lender shall, subject to these Terms and Conditions, grant the loan to the Borrower.
- 3.2. The Borrower shall deliver the signed Agreement to the Lender at its head office in Gaborone, Plot 5129 Queens Road, Private Bag 00325, Gaborone.
- 3.3. The Borrower warrants that the information contained in the Agreement is true and correct, including : the copy of the Borrower's identity documentation; the details of the Employer; the original of the Borrower's latest official salary advice slip(s); the copy of the latest statement in respect of the Borrower's bank account detailed in Section B of the Agreement; the Matrimonial Statement, and any supplementary information as reasonably required by the Lender for purposes of proper evaluation of the Agreement.
- 3.4. The Agreement shall only come into force and effect on the Commencement Date.
- 3.5. The Agreement shall only terminate after the Commencement Date in the event of cancellation as per clause 4.6. or when the Total Debt, together with any costs and / or charges are repaid in full to the Lender.
4. **LOAN APPROVAL, PRINCIPAL LOAN AMOUNT, DISBURSEMENT AND BORROWER'S RIGHT TO CANCEL.**
- 4.1. The Lender shall, in its sole discretion, be entitled to approve or decline the loan amount applied for as indicated in the Loan Schedule.
- 4.2. If declined, the Borrower may request the Lender to provide the main reason therefore. Should the reason for declining include an adverse Credit Bureau report, the Lender shall provide the Borrower with the name and details of the relevant Credit Bureau.
- 4.3. If approved, the Lender shall disburse the Principal Loan Amount from its head office, by means of an Electronic Funds Transfer and / or cheque(s), to or on behalf of the Borrower, in accordance with the Borrower's instructions comprising the Borrower's Banking Details as per Section B of the Agreement, the Request for Loan Consolidation and / or Consent for Deduction of First Installment.
- 4.4. The Borrower hereby indemnifies the Lender against any liability in terms of 4.3. above should the Borrower's instructions comprising the Borrower's Banking Details as per Section B of the Agreement, the Request for Loan Consolidation and / or Consent for Deduction of First Installment be incorrect in any way whatsoever.
- 4.5. On disbursement of the loan, the Borrower shall be legally and unconditionally indebted to the Lender for the Principal Loan Amount as well as the interest thereon and any other costs and / or charges introduced through any statutory body, government authority or legislation.
- 4.6. The Borrower shall have the right to cancel the Agreement in writing within 7 (seven) working days of date of signature of the Agreement at the head office of the Lender. In the event of such cancellation and in the event that the loan has already been disbursed as per 4.3. above, the Borrower shall repay to the Lender, at its head office, the full Principal Loan Amount, as per the Loan Schedule, immediately in cash, failing which the Agreement shall remain in force and effect as if the Borrower never exercised his / her right to cancel.

5. INTEREST AND LATE OR NON-PAYMENT OF MONTHLY INSTALLMENTS

- 5.1. The Principal Loan Amount shall bear interest at the rate specified in the Loan Schedule. Interest shall accrue on the Principal Loan Amount from the Commencement Date and shall be calculated and capitalized monthly in arrears.
- 5.2. In the event of the Borrower failing to pay the Monthly Installment by the Due Date, interest will continue to accrue on the then outstanding loan amount at the specified Interest Rate, and the Borrower shall be liable to pay such additional interest to the Lender.
6. **LOAN TERM AND EARLY SETTLEMENT**
- 6.1. The Loan Term shall be the term specified in the Loan Schedule and shall commence on the First Deduction Date.
- 6.2. The Principal Loan Amount together with any interest due thereon shall be paid within the Loan Term.
- 6.3. The Loan Term may, at the sole discretion of the Lender, be extended in order to enable the Lender to collect any outstanding amounts resulting from late or non-payment of the Monthly Installment by the Borrower
- 6.4. The Borrower may make additional monthly payments and / or may settle the loan prior to the expiry of the Loan Term. In the event of early settlement the Borrower must provide the Lender with 45 (forty five) days prior written notice of his / her intention to settle the loan. Should the Borrower fail to provide the required notice of early settlement, then the Borrower will be liable to pay a 30 (thirty) day early settlement penalty interest charge. No early settlement penalty interest will be charged where the original loan term is less than 12 months or where the remaining term to maturity of the loan is less than 12 months.
- 6.5. Should the Borrower apply for a new loan with the Lender (top up loan), the proceeds of which will be used to settle the current loan in terms of the Agreement, then the Borrower will be liable to pay a 7 (seven) day early settlement penalty interest charge.

7. MONTHLY INSTALLMENTS AND CESSION BY THE BORROWER

- 7.1. The First Monthly Installment shall be payable, subject to the Consent for Deduction of First Installment, on or before the First Deduction Date. Subsequent Monthly Installments shall be payable by the Due Date for each and every month following the First Deduction Date until such time that the loan is repaid in full by the Borrower to the Lender.
- 7.2. Payment of the Monthly Installment shall in the first instance be made directly from the Borrower's salary by the Borrower's Employer in terms of the Official Deduction Consent Form or Irrevocable Salary Stop Order.
- 7.3. The Borrower hereby authorizes the Lender to activate the Official Deduction Consent Form or Irrevocable Salary Stop Order by submitting it to the Employer.
- 7.4. The Borrower hereby authorizes the Employer to implement the Official Deduction Consent Form or Irrevocable Salary Stop Order in favour of the Lender.
- 7.5. All Monthly Installments will be for the amount specified in the Loan Schedule and shall be effected in terms of the Official Deduction Consent Form or Irrevocable Salary Stop Order and shall be paid directly by the Employer to the Lender on the Due Date without any set off. The Borrower acknowledges and accepts that his / her Employer may charge a Administration Fee to effect the Monthly Installment from the Borrower's salary. Such Administration fee will be payable over and above the Monthly Installment amount due and will be for the benefit of the Employer.
- 7.6. The Borrower acknowledges that it is his / her sole responsibility to ensure that the full Monthly Installment is paid to the Lender by the Due Date despite the existence of the Official Deduction Consent Form or Irrevocable Salary Stop Order. Should the Employer fail to deduct and pay over the Monthly Installment in whole or in part by the Due Date, the Borrower shall be liable to pay any additional interest which may accrue on the outstanding loan balance and / or to pay any shortfall in the Monthly Installment by the Due Date.
- 7.7. In the event that the Borrower should cease to be employed or change employment or during the currency of the Agreement, the Borrower irrevocably authorizes :
 - 7.7.1. his / her Employer to deduct the full amount of the Loan owing to the Lender at the time of termination of employment from the his / her terminal benefits and to pay such amount over to the Lender, and / or if the terminal benefits are insufficient to settle the full amount owing, then the Borrower irrevocably authorizes the Lender to submit a copy of the original Official Deduction Consent Form or Irrevocable Salary Stop Order in terms of the Agreement to the Borrower's new employer and instructs and authorizes his / her new employer to continue to deduct the Monthly Installments from his / her salary in favour of the Lender until such time that the loan is repaid in full by the Borrower to the Lender.
 - 7.7.2. the Borrower acknowledges that it is his/her sole responsibility to inform the Lender of change of employment and advise the Lender of the new employer.
 - 7.7.3. The Borrower hereby acknowledges that the terminal benefits referred to above in 7.7.1. shall include any normal pay, overtime pay, leave pay, severance pay, retrenchment pay, special allowances and any amounts which have been commuted to cash and paid out by the Borrower's pension/provider fund and or its successors in title at the time of termination of the Borrower's employment with the Employer. The Borrower hereby cedes these terminal benefits to the Lender, and the Lender hereby accepts the cession.
- 7.9. In the event that during the existence of the Agreement, the Borrower's Employer should refuse to deduct any arrear amounts owing or should the Borrower become unemployed or should the Borrower's new employer refuse to effect the Official Deduction Consent Form or Irrevocable Salary Stop Order as contemplated in 7.7. above, then the Borrower hereby authorizes the Lender to recover any Monthly Installments or other amounts due in respect of the Agreement directly by debit order from his / her bank account and / or Visa / Visa Electron ATM

card as detailed in Section B of the Agreement. Any costs associated with such recovery from the Borrower's bank account and / or Visa / Visa Electron ATM card shall be for the Borrower's cost. The Borrower further

irrevocably authorizes the Lender to effect such direct debit from any other bank account that he / she may have presently or in the future for the purposes of effecting the Agreement.

- 7.10. Should the Borrower elect to make a payment in cash in respect of the Agreement, then such payment may only be made directly into the nominated bank account of the Lender and may not be made to any of the Lender's staff, agents and / or representatives. On making such cash payment, it will be the responsibility of the Borrower to ensure that he / she provides the staff of the Lender with the original deposit slip, on the day of the deposit, clearing indicating the Borrower's Identity Number, the date and amount of the deposit. The Borrower acknowledges that failure to comply with these instructions may result in non-appropriation or mis-appropriation of the payment which may result in additional costs being payable by the Borrower. The Lender shall not be liable in any manner whatsoever if the Borrower fails to comply with these instructions.
- 7.11. All payments received in respect of the Agreement shall be appropriated firstly in settlement of the amounts arising from credit control actions such as legal fees and collection costs if applicable, thereafter to interest charges and thereafter to the repayment of the Principal Loan Amount balance.
- 7.12. The Monthly Installment may, at the sole discretion of the Lender, be increased in order to enable the Lender to collect any outstanding amounts resulting from late or non-payment of the Monthly Installment by the Borrower
8. **BREACH / ACCELERATION**
- 8.1. Should the Borrower fail or neglect to strictly adhere to the Terms and Conditions of the Agreement, or assign his / her estate in favour of his / her creditors, or enter into a compromise with them, or is sequestrated or wound up, or dies, or makes any untrue or incorrect or false statement or representation, or fails to disclose information in connection with the Agreement, or if an order under the applicable laws of the Republic of Botswana is issued against the Borrower, or if the Borrower commits or permits any act that may prejudice the rights of the Lender, or if the Borrower ceases to be employed by his current Employer, or if the Borrower fails to pay the Monthly Installment by the Due Date, then the Lender shall have the right, without prejudice to any other rights that may accrue to it to :
 - 8.1.1. without notice, claim from the Borrower, the full amount still outstanding together with finance charges and other monies owing, and / or
 - 8.1.2. furnish the details of the Borrower to a Credit Bureau and list the Borrower as a delinquent debtor, and / or
 - 8.1.3. hand over the Borrower to the Lender's collection agency of choice to pursue alternative collection methods, and / or
 - 8.1.4. hand over the Borrower to the Lender's Attorney of choice to institute legal proceedings against the Borrower for the collection of the amount outstanding.
- 8.2. In the event that the Borrower is to be listed as a delinquent debtor with a Credit Bureau, the Lender shall provide the borrower with 28 (twenty eight) calendar days with prior notice of its intention to forward adverse information to any Credit Bureau to be recorded in the public sector of the Credit Bureau's database. Should the Borrower dispute any amount owing to the Lender, the Lender shall notify the Credit Bureau thereof when providing information as stipulated above.
- 8.3. The Borrower further agrees and declares that at the time of breach :
 - 8.3.1. An Agreement existed between him / her and the Lender,
 - 8.3.2. He / She was employed at the time when the Agreement was concluded,
 - 8.3.3. He / She was earning a salary and was paid on a weekly / monthly basis,
 - 8.3.4. There was an ongoing employment agreement between him / her and the Employer referred to in Section A7.
- 8.4. In the event that the Borrower is handed over to a collection agency and / or should any legal action be instituted against the Borrower by the Lender, the Borrower shall be liable, in addition to the repayment of the outstanding loan amount, finance charges and other monies, to pay all ensuing tracing costs, collection commission and / or legal fees on attorney and own client scale. Tracing costs, collectors commission and / or legal fees which remain unpaid by the Borrower shall accrue interest at the rate specified in the Loan Schedule.
9. **CERTIFICATE, LEGAL PROCEEDINGS AND NOTICES**
- 9.1. A certificate signed by a staff member of the Lender shall be *prima facie* evidence for purposes of judgment, and / or evidence of claims against insolvent and / or deceased estates or otherwise, of the balance owing by the Borrower including interest charges, finance charges, the amount of arrears, or any other amounts payable in terms of the Agreement.
- 9.2. The Borrower acknowledges that such certificate may be used as evidence in legal proceedings and that the proof of appointment or competence of the signatory shall not be required in such certificate.
- 9.3. The Borrower consents to the jurisdiction of the Magistrate's court in respect of any action instituted against him / her irrespective of the amount of such action or the value of any security involved. Notwithstanding the foregoing, the Lender shall nevertheless have the right to institute legal proceedings in any other Court, in which case the costs shall be calculated at the scale of fees of such other court.
- 9.4. In the event that an Emolument Attachment Order and/or Garnishee Order is obtained against the Borrower, the monthly deductions in terms thereof shall not be less than the Monthly Installment as stipulated in the Loan Schedule subject to any rebutting evidence and / or the discretion of a competent Court.
- 9.5. For the purposes of the Agreement, the Borrower chooses the address as stipulated in Section A10 as his / her *Domicilium Citandi et executandi* or such other address as the Lender may be notified of in writing by registered mail.
10. **CESSION BY LENDER**
- 10.1. The Lender shall be entitled to cede all or any of its rights and obligations in terms of the Agreement to any Third Party including any rights it may have to the Loan Protection Plan forming part of the Agreement, without the consent of the Borrower, and shall notify the Borrower in writing of any such cession.
11. **INSURANCE POLICY**
- 11.1. The Borrower shall be obliged to take out a Loan Protection Plan as security for the loan.
- 11.2. Should the Borrower elect the Lender's Loan Protection Plan, he / she hereby authorizes and appoints Bank Gaborone Insurance Agency (Pty) Ltd as his / her Agent to procure the insurance policy forming part of the Agreement and to make the necessary premium payment to the underwriter, which premium payment the Borrower hereby authorizes the Lender to make on his / her behalf and to debit his / her loan account accordingly with the premium stipulated in the Loan Schedule.
- 11.3. The Borrower hereby cedes all his / her right, title and interest in and to the Loan Protection Plan to the Lender as security for the repayment of the loan, and the Lender hereby accepts the cession.
- 11.4. The Borrower acknowledges that he / she has had the opportunity to read the Loan Protection Plan summary Terms and Conditions and has fully acquainted him / herself with such Terms and Conditions and that he / she has received a copy of the Loan Protection Plan.
12. **AMENDMENTS**
- 12.1. This is the sole Agreement between the Borrower and the Lender and no relaxation or indulgence granted by the Lender to the Borrower shall in any respect prejudice the Lender's rights hereunder and no amendment to this Agreement shall be binding unless such amendment is verified in writing by the Lender.
- 12.2. No latitude, concession or condonation given by the Lender to the Borrower shall detract from any of the Lender's rights under this Agreement.
- 12.3. The Lender reserves the right to review the entire Agreement at any time should circumstances require.
13. **GENERAL**
- 13.1. The Borrower hereby waives the benefits of the legal exceptions of *non numeratae pecuniae, non causa debiti, de errore calculi, de duabus vel pluribus reis debendi*, review the accounts and no value received and declares himself/herself to be fully acquainted with the meaning thereof and of this waiver.
- 13.2. The Borrower understands that he / she can, on request to the Lender, be provided with a statement of his her loan account at anytime during the currency of the Agreement, which statement shall reflect the Principal Loan Amount, all payments made to date and monthly interest charges.
- 13.3. In the event that any provision of the Agreement is found or held to be invalid or unenforceable, the validity of all other provisions shall not be affected thereby and the Parties agree to meet and review the matter if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of the Agreement.
- 13.4. In the event that any of the terms of the Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable. If any terms is capable of amendment to render it valid the Parties agree to negotiate and amendment to remove the invalidity.
- 13.5. No waiver on the part of either Party of any rights arising from breach of any provisions of the Agreement shall constitute a waiver of rights in respect of any subsequent breach of the same or any other provision, save to the extent that the specific waiver is recorded in writing.
14. **DISCLOSURE TO THIRD PARTIES**
- 14.1. The Borrower hereby irrevocably and specifically authorizes the Lender to access any information available to it to assess the Borrower's eligibility to qualify for the Loan, and to disclose any confidential information obtained by it and / or contained in the Agreement to any Third Party for the purpose of (but not limited to) acquiring quotes for life and short term insurance, and to obtain from and / or disclose to any Third Party the Borrower's credit record and payment history.
- 14.2. The Borrower hereby gives the Lender permission to register details of the conduct of the Borrower's account with any Credit Bureau, subject to 8.2. above, if applicable, or any Third Party, and the Borrower waives any claims he / she may have against the Lender in respect of such disclosure.

Signed at day of 20

on this the day of 20

Signature: the Borrower

BG FINANCE

A division of
 Bank Gaborone

Matrimonial Statement

(To be completed for all loan applications)

I, the undersigned,
(Full Names of the Borrower)

Residing at.....
(Borrower's residential Address)

Hereby declare that I am:

- Single*
- Widowed*
- Legally Divorced*
- Married (in Community of Property or Out of Community of Property)*

(*Mark correct option with an "X")

Signed at..... on this theday of20.....

.....
Signature: the Borrower

.....
Identity Number: the Borrower

.....
Signature: Witness

.....
Surname & Initials: Witness

Consent by Spouse

(To be completed for all Borrowers Married In or Out of Community of Property)

I,
(Full names of Borrower's Spouse)

hereby consent to my Spouse (herein referred to as the Borrower) entering into a loan agreement with BG Finance (a division of Bank Gaborone).

Signed at..... on this theday of20.....

.....
Signature: Spouse

.....
Identity Number: Spouse

.....
Signature: Witness

.....
Surname & Initials: Witness

BG FINANCE

A division of
Bank Gaborone

Consent for Deduction of First Instalment

BG Finance (a division of Bank Gaborone) is working closely with you, our valued customer, to ensure that we continue to give you excellent service. Due to the complexity of the various employer payroll systems that we work with, the deduction of the first loan instalment directly from your salary may be delayed, and this may result in your loan falling into arrears. In an effort to prevent this and minimise any inconvenience, we kindly request that you provide us with a photocopy of your ATM Card, clearly indicating the card number and card expiry date, as this will enable us to deduct the first loan instalment directly from your bank account by the due date. Should you be unable to provide us with a clear photocopy of your ATM Card, we will then deduct the first loan instalment from the proceeds of the loan amount advanced to you. In other words, the loan amount paid to you will be reduced by an amount equal to one loan instalment. Loan deductions from your salary will then continue as normal thereafter. Kindly note that the above may impact on the repayment term of your loan as stipulated in the Loan Agreement.

In order for us to implement the above we kindly request that you provide your consent by signing below.

I, (the Borrower) do hereby grant permission for the first loan instalment to be deducted :

- Directly from my bank account*
- From the proceeds of the loan advanced to me*

(* please mark selected option with an "X")

Signed at on this the day of20.....

.....
Signature : the Borrower

.....
Identity Number : the Borrower

.....
Signature : Witness

.....
Surname & Initials : Witness

BG FINANCE

A division of
 Bank Gaborone

Irrevocable Salary Stop Order

To :

Employers Details

Name of Employer :
Name of Department / Division :
Telephone Number :
Fax Number :
Postal Address :
Name of Payroll Officer :

In respect of :

Borrower's Details

Full First Names and Surname :
Identity Number :
Salary Number :
Designation (Job Title) :

Loan Particulars

Loan Account Number :
Monthly Installment :
Employer's Administration Fee :
Term of Loan (in months) :
First Deduction Date (dd/mm/yy) :
Cash Amount of Loan :

I, the Borrower, by signing below confirm that I am employed by the above named Employer and instruct my Employer to deduct from my monthly salary, on the First Deduction Date, the Monthly Installment as stipulated above and to pay over such amount to BG Finance (a division of Bank Gaborone). I understand that my Employer may levy a Administration Fee for implementing such deductions, and that such Administration Fee is charged over and above the Monthly Installment amount indicated above. I further authorize my Employer to deduct such Administration Fee directly from my monthly salary. I agree and understand that this instruction is irrevocable and shall remain in force and effect until such time that it is cancelled in writing by BG Finance.

Signed at..... on this the day of20.....

.....
Signature: the Borrower

.....
Identity Number: the Borrower



Memorandum of Agreement between MFDP & LESAKA

APPENDIXD: OFFICIAL DEDUCTION CONSENT FORM

Date:

Man Number

I

Omang Number

A civil servant employed in the Ministry of

In the post of

Situated at

Residing at

Hereby state that I have obtained a loan from the micro lender company known as

As from the date of

In the amount of

To be deducted in months, in instalments of P.....

I hereby authorize the Accountant General to deduct monthly from my salary the amount of for a period of months commencing on

For payment to LESAKA Central Registry and for onward payment to.....

I declare to fully comprehend my responsibility to fully discharge the loan owing herein terms of the Agreement I entered into with

I further declare that I fully comprehend that the loan owing is mine to discharge and not the responsibility of the Accountant General or my employer. I, therefore, take responsibility to ensure that the correct instalments are deducted monthly for a period not exceeding Months, commencing and ending in

Signed by

Signature..... and Date

At



BOTSWANA UNIFIED REVENUE SERVICE

OFFICIAL PAYROLL DEDUCTION CONSENT FORM

Date.....

Salary Number.....

I.....

(Full names)

Omang Number.....

An officer employed by the Botswana Unified Revenue Service

In the post of

Situated at

Residing at

Hereby state that I have obtained a loan from the micro lender company known

as.....

As from the date of.....

In the amount of P.....

To be deducted overmonths, in equal instalments of P.....

I hereby authorize the Chief Accountant to deduct monthly from my salary the amount of

P.....for a period ofmonths commencing on

For payment to LESAKA Central Registry and for onward payment to.....

I declare to fully comprehend my responsibility to fully discharge the loan owing

herein terms of the Agreement I entered into with.....

I further declare that I fully comprehend that the loan owing is mine to discharge and

not the responsibility of the Botswana Unified Revenue Service. I, therefore take

responsibility to ensure that the correct instalments are deducted monthly for a period

not exceeding.....months, commencing.....and ending

in.....

Signed by

Signature.....and Date.....2010

At