

Terms and Conditions
General terms and conditions applicable to all Personal Loans
(Salary Earners Scheme (SES) Guaranteed and Non-Guaranteed, Fixed Term Loan, Revolving Term Loan, Revolving Line of Credit, Unsecured Personal Loans)

1. Repayment

- 1.1. All payments by the applicant, whether of principal, interest, fees, costs or otherwise shall be made in fully cleared funds, without set-off or counterclaim and free and clear of any deduction or withholding on account of tax or otherwise.
- 1.2. In all instances the onus is on the applicant to ensure that sufficient funds are available on the specified date, to meet such repayments as indicated in the repayment schedule, annexed hereto.
- 1.3. The applicant may repay the loan in full or in part upon giving Stanbic Bank ("the Bank") written notice of the applicant's intention to make such repayment or such reduction.
- 1.4. If the applicant makes an early part repayment of the loan, unless the repayment instalments as stipulated in the loan are rescheduled by written agreement between the Bank and the applicant, this early repayment will not affect the applicant's obligations to continue paying instalments as stipulated in loan agreement until the loan, including all interest, fees and charges thereon, have been repaid in full.

2. Interest

- 2.1. The Interest rate referred to in this loan shall be determined by applying the following formula: Margin set by the Bank plus the Bank of Zambia Policy Rate (BPR). Your interest rate may change based on market conditions, changes in the BPR and/or changes in the Bank Margin as determined by the Bank from time to time.
- 2.2. The Bank reserves the right to vary the Margin or the interest rate and the method of calculating it at any time and in line with market conditions or if (in the Bank's opinion) the Borrower's account conduct increases the Bank's risk regarding the debt.
- 2.3. The Bank shall give notice to the Borrower of such amendment and its effective date within a reasonable time. Such notice may be through various methods including but not limited to the media, notices on ATMs, Short Message Service (SMS) notices inside the Bank and any other means that the Bank may deem necessary from time to time. However, any failure by the Bank to so advise the Borrower shall not in any way prejudice the Bank's right to recover interest charged subsequent to such amendment.
- 2.4. The BPR is the reference rate charged per annum by all commercial banks and ruling from time to time for all local currency facilities which is publicly quoted and subject to change by Bank of Zambia per annum.
- 2.5. Interest payable on the loans shall:
 - 2.5.1. be calculated on the basis of a 365 (three hundred and sixty-five) day for year for the Kwacha facilities irrespective of whether or not the year in question is a leap year;
 - 2.5.2. be calculated on the daily balance owing under the loan, notwithstanding that such balance may have been increased by the debiting of interest to such balance;
 - 2.5.3. accrue from day to day;
 - 2.5.4. be debited to the Borrower's account held with the Bank, monthly in arrears and payable on the last Business Day of each month or on such date as stipulated in the loan agreement for the duration of the loan and
 - 2.5.5. be compounded monthly in respect of overdue amounts; should the Borrower fail to make repayment of any of the amounts due as stipulated in this clause, interest on overdue amounts shall accrue on an overdue amount from the due date up to the date of actual payment and shall be payable on demand. This interest on overdue amounts shall be the interest rate formula advised in 2.1 above;

3. Changes in the Law

The Bank may immediately amend the pricing structure of the loan if there is any change in law, statute, regulation, ruling, directive, policy or any similar event with which the Bank is obliged to comply with resulting in an increase in cost to the Bank. The Bank will notify the Borrower through various methods including but not limited to the media, notices on ATMs, SMSs, notices inside the Bank and any other means that the Bank may deem necessary from time to time.

4. Certificate of amount owing

The amount of the indebtedness at any time and the fact that such indebtedness (including any interest and the rate at which and the period for which interest is calculable) is due may be determined and proved by a certificate stating the same, signed by any authorised officer of the Bank whose appointment and authority to sign need not be proved. Such certificate shall be prima facie proof of the facts stated therein.

5. Income

- 5.1. The applicant undertakes that they shall immediately issue irrevocable written instructions to their employer (which instructions shall be signed by the applicant and copied to the Bank), instructing them to deposit their salary into their transactional or current account in the books of the Bank. The applicant irrevocably authorises the Bank to debit the above account with the monthly instalments referred to in the repayment schedule as may be amended from time to time and in the loan agreement together with any monthly bank fees and charges incidental thereto. Such instructions shall remain valid until the Bank authorises their cancellation. During the tenure of this loan, the applicant undertakes that they will not make any contra payment instructions without the Bank's prior written consent.
- 5.2. The applicant represents that they have sufficient income to cover the loan obligations and that any other debt/material financial obligations have been fully disclosed to the Bank.

6. Revolving Term Loan and Revolving Line of Credit

- 6.1. The applicant has requested, and the Bank has agreed that the applicant may consider revolving any amount under the:
 - 6.1.1. Revolving Term Loan subject to a period of six months from the date of most recent loan being granted and drawn subject to clauses 6.1.3, 6.1.4 and 6.1.5 below;
 - 6.1.2. Revolving Line of Credit has immediate revolving capability subject to clauses 6.1.3, 6.1.4 and 6.1.5 below;
 - 6.1.3. confirmation by the Bank that the applicant has conducted their affairs with the Bank (on all accounts) on an entirely satisfactory basis;
 - 6.1.4. the Bank carrying out satisfactory credit appraisals on receipt of the applicant's request to revolve; and
 - 6.1.5. the terms and conditions of the said approvals shall be subject to the terms and conditions applicable to Personal Loans and shall also be embodied in a formal re-draw agreement to be executed by the Bank and the applicant.
- 6.2. The applicant is required to only revolve in multiples of 1000 from the applicant's loan account to the applicant's transaction account.

7. Fixed Term Loan - SES Guaranteed or Non-Guaranteed

During the tenure of the Fixed Term Loan, SES Guaranteed or Non-Guaranteed Loan, no increase in the amount of the loan or further loans will be allowed nor will the applicant be able to apply for a secondary loan, until this loan has been repaid in full.

8. Default and termination

- 8.1. The Bank will not be obliged to make any transfer or revolve any amount under the loan and the Bank may convert the loan to one repayable on demand and/or the Bank may revise any of the terms and conditions and/or increase the interest rate charged if any of the following default events occur:
 - 8.1.1. the applicant breaches any of the terms and conditions of the loan or any other agreement between the Bank and the applicant and fails to remedy this breach within 7 days of written notice having been given to the applicant to do so;
 - 8.1.2. the applicant fails to pay any instalment due in terms of this agreement;
 - 8.1.3. the Bank is of the opinion that there has been a material deterioration in the conduct of the applicant's transactional account;
 - 8.1.4. any representation or warranty made in connection with the loan or any documentation supplied by the applicant is, in the Bank's opinion, incorrect, incomplete or misleading;
 - 8.1.5. proceedings are initiated to declare the applicant bankrupt or a provisional or final order is passed declaring the applicant bankrupt;
 - 8.1.6. any compromise or arrangement between the applicant and its creditors is sanctioned or otherwise becomes effective; or
 - 8.1.7. a writ of execution issued by any competent court attaching any of the applicant's assets.
- 8.2. In any of the events envisaged in 8.1, the Bank shall have the right, without prejudice to any other rights or remedies available to the Bank, to terminate the loan and claim immediate repayment of the outstanding balance effective immediately or from a date stated in any notice. If the loan is cancelled any amounts owing to the Bank become payable:

- 8.2.1. immediately, if stated in the notice; or
- 8.2.2. on the date stated on the notice.

9. Set-off and realisation

- 9.1. In the event of default, the Bank may at any time without further notice to the applicant, and notwithstanding any settlement of amount or other matter whatsoever, consolidate or combine all or any of the applicants existing accounts with the Bank, including those held in the name of the Bank or the applicant alone, or jointly with others wherever situate (whether current, deposit, loan or any other accounts of any nature whatsoever whether subject to notice or not) and set off or transfer any sum standing to the credit of anyone or more such accounts in or toward satisfaction of any obligations or indebtedness of the applicant to the Bank, whether those liabilities be present, future, actual contingent, collateral, joint or several and the applicant waives any rights of set off that it may have, so far as is permitted by law.
- 9.2. Any security provided may be, if realised, appropriated against any indebtedness of the applicant to the Bank, at the Bank's sole discretion notwithstanding that such indebtedness maybe expressed in a currency other than the currency received by the Bank in realisation thereof.

10. Costs

- 10.1. The applicant irrevocably authorises the Bank to debit its current/ transactional account and recover (whether or not the loan is drawn) all legal fees and other out of pocket expenses (including stamp duty and value added tax) incurred by the Bank in connection with the creation or any revaluations of security (if any) or the enforcement or preservation.
- 10.2. The applicant will pay all the fees, costs and charges referred to in this agreement and all fees, costs, charges, taxes and duties the Bank may incur or pay in connection with the preparation, conclusion or enforcement of the loan including:
 - 10.2.1. legal costs, including costs between an attorney and own client, collection commission, tracing fees and other fees or disbursements incurred in collecting or endeavouring to collect all or any amounts owing to the Bank with value added tax, where applicable;
 - 10.2.2. any increase in fees, costs and charges as determined and published from time to time;
 - 10.2.3. all other fees and charges will be payable in accordance with the Bank's standard Tariff from time to time. The Tariff Guide can be accessed from our branches or our website on www.stanbicbank.co.zm ;
 - 10.2.4. a monthly maintenance fee in respect of the Revolving Line of Credit Loan is chargeable in accordance with the Bank's standard tariff from time to time and shall be debited monthly to the applicant's transaction account. Please refer to the Tariff Guide for the rate. ;
 - 10.2.5. an origination fee is a once off fee applicable to all loans, which is chargeable in accordance with the Bank's standard tariff which may change from time-to-time and is payable upfront on final approval by the Bank. Please refer to the Tariff Guide for the rate;
 - 10.2.6. a revolving fee may be chargeable in respect of all Revolving Loans in accordance with the Bank's standard tariff. The charge for each approved "revolve" will be debited to the applicant's transaction account. The applicable rate can be provided to the applicant on request.

11. Loan Protection

The Bank requires all loans to have adequate loan protection cover. In the event of your death or disability, the outstanding balance on your loan will be settled, subject to terms and conditions of the master policy, a copy of which can be obtained from your Stanbic Bank advisor. Premiums for your life cover will be debited to your loan account upon disbursement. The loan protection benefit remains valid during the period of the applicant's 's full compliance with these General Terms and Conditions. A copy of the Loan Protection Terms and Conditions is available from the branch.

12. Foreign currency loans

In the event of any legislation or extreme change in market conditions affecting the Bank's ability to provide or fund loans in foreign currency, the Bank reserves the right, at its sole discretion, to switch any foreign currency indebtedness by the applicant into Zambia Kwacha at the rate ruling on the day of such switch. Also, in the event that the Bank demands repayment of any indebtedness of the applicant, after demand has been made the Bank reserves the right, at its sole discretion, to switch any foreign current indebtedness by the applicant into Zambia Kwacha at the rate ruling at the day of such switch. In exercising the rights to switch foreign currency indebtedness of the applicant into Zambia Kwacha, the Bank will not be liable for any losses resulting from exchange rate fluctuations.

13. Variation

- 13.1. The Bank may at its discretion be entitled to vary or amend of the terms and conditions from time to time on notice (whether in written form or otherwise) to the applicant.
- 13.2. The Bank will notify the applicant of the amendments through various methods including but not limited to the media, notices on ATMs or the Bank's website, SMSs, notices inside the Bank and any other means that the Bank may deem necessary from time to time.
- 13.3. If the applicant is not agreeable to such amendments, the applicant must terminate the loan by written notice to the Bank before the said effective date and all sums owing and charges (if any) by the applicant in respect of the loan and these terms and conditions together with all charges (if any) thereon shall forthwith be paid to the Bank in full. Where the applicant does not terminate the loan agreement as provided in this clause, he/she shall be deemed to have agreed with and accepted such amendments.

14. Force majeure

The Bank will not be liable for any failure to perform caused by reasons beyond the Bank's control or resulting directly or indirectly from the action or inaction of the Government or any Government Authority, or any riot, strike, boycott, blockade, act of God, revolution, civil strike or any change in legislation or extreme change in market conditions.

15. Assignment

The Bank may assign any or all of its rights hereunder without the applicant's consent. The applicant shall not be entitled to assign all or any part of their rights, obligations or benefits hereunder without the prior written consent of the Bank.

16. General undertakings

- 16.1. While the loans remain available, the applicant undertakes to procure that:
 - 16.1.1. the obligations of the applicant in respect of the loans shall at all times rank at least pari passu with all its other present and future unsecured obligations;
 - 16.1.2. the applicant shall, immediately upon becoming aware of it, notify the Bank of any material litigation, arbitration or administrative proceedings pending or, to the best of its knowledge, information threatened against the applicant which may adversely affect the applicant's ability to honour any of the terms and conditions in this agreement.

17. Confidential Information

- 17.1. The applicant hereby irrevocably authorises the Bank to disclose details of and relating to the applicant's accounts and loans to any credit reference agency or other institution, as it deems necessary, provided that such disclosure shall fall within the laws of Zambia.
- 17.2. Except as set out in this clause 17, the Bank will treat the applicant's confidential/personal information as confidential and will not disclose such information to anyone else.
- 17.3. The applicant consents to have his/her confidential/personal information collected and stored electronically or non-electronically within Zambia or internationally within the Standard Bank Group.
- 17.4. The applicant agrees and consents that the information provided to the Bank shall be processed by the Bank and the Standard Bank Group
- 17.5. The applicant further consents to, and permits the Bank to share his/her confidential/personal information among Standard Bank Group members where the Bank deems it necessary for the purposes of the services falling under this Agreement.
- 17.6. The applicant consents and permits the Bank to share his/her confidential/personal information with regulatory bodies and Government authorities which will include, but not be limited to the Bank of Zambia, the Financial Intelligence Centre, the Anti-Corruption Commission, the Drug Enforcement Commission, Credit Reference Bureau and the Zambia Revenue Authority.
- 17.7. Regardless of anything else in this Agreement, the applicant consents to the Bank disclosing the applicant's confidential/personal information to a third party if it is necessary of the proper operation of the services falling under this Agreement provided such disclosure is within the laws of Zambia.

18. Representations and Warranties

- 18.1. The applicant represents and warrants to the Bank that:
 - 18.1.1. they are not bankrupt nor has any steps been taken or are, to the best of the applicant's knowledge, threatened against the applicant to be declared bankrupt, no action or litigation is pending or, to the best of the applicant's knowledge, threatened against the applicant which could reasonably have a material adverse effect on the applicant as a person and their financial condition;

- 18.1.2. there are no material facts or circumstances in respect of the applicant, their affairs, business and operations which have not been fully disclosed which would be likely to adversely effect the decision of the Bank to advance the loan;
- 18.1.3. no event of default is continuing or might reasonably be expected to result from the making of any utilization under the loan; and
- 18.1.4. no other event or circumstances is outstanding which constitutes a default under any other agreement or instrument which is binding on the applicant which might have a material adverse effect.

19. Material Adverse Change

In the event that a Material Adverse Change has occurred, the Bank reserves the right to convert the loan to facilities repayable on demand or to call for cash cover for the full extent of applicant's indebtedness to the Bank. "Material Adverse Change" shall mean an adverse change in the financial conditions, results and operations or business of the Borrower which, in the Bank's opinion, is material.

20. One Time Passwords

- 20.1. When completing your application for this loan, a One Time Password (OTP) will be sent to your mobile phone number via SMS. You must provide the OTP in order to confirm your full acceptance of the loan, including all the terms and conditions attached to it and the key facts statement relating to the loan.
- 20.2. You confirm and authorise us to verify your identity through the OTP authentication procedure used by the Bank.
- 20.3. We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with the use of the OTP or any failure or error in transmitting OTPs unless it is caused solely and directly by the negligence or wilful default on our part or on the part of our employees or agents. We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with any failure, delay or interruption in transmitting OTPs or any suspension or unavailability of the procedure due to any failure of the mobile service network or any other circumstance beyond our reasonable control.

21. Sanctions Undertaking

- 21.1. The applicant declares, warrants, represents and undertakes to the Bank that:
 - 21.1.1. they are not Sanctioned;
 - 21.1.2. they will not contribute or otherwise make available, directly or indirectly, the proceeds of the loan to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any Sanctions;
 - 21.1.3. they are not involved in any illegal or terrorist activities;
 - 21.1.4. none of its bank accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law.
 - 21.1.5. none of the transactions contemplated in terms of this loan agreement is a Sanctioned Transaction;
- 21.2. Each warranty, representation or undertaking shall be deemed to be material.
- 21.3. For purposes of this agreement:
 - 21.3.1. "Sanctions" means restrictive financial or economic limitations imposed by some governments or supranational organisations such as the United Nations.
 - 21.3.2. "Sanctioned Entity" means an entity that:
 - (a) is listed in any sanction list; and/or
 - (b) is subject to some form of financial or economic limitations, or in respect of which there is some form of financial or economic limitation on other Parties dealing with it, in terms of the applicable law; and/or
 - (c) is located or incorporated in a Sanctioned Jurisdiction; and/or
 - (d) is owned or controlled by an entity that is located or incorporated in a Sanctioned Jurisdiction; and/or
 - (e) undertakes significant business activity in a sanctioned jurisdiction
 - 21.3.3. "Sanctioned Jurisdiction" means a country or territory:
 - (a) that is listed in a sanction list; and/or

- (b) in respect of which there is some form of financial or economic limitation on other persons or countries dealing with or making payments or deliveries to or receiving payments or deliveries from such country or territory, in terms of the applicable law
- 21.3.4. "Sanctions List" includes but is not limited to any of the sanctions lists of (a) HM Treasury in the United Kingdom of Britain and Northern Ireland, (b) the United States of America Office of Foreign Asset Control, (c) the United Nations Security Council, (d) the European Union; or such other similar list, each such list as amended, supplemented or substituted from time to time.
- 21.3.5. "Sanctioned Transaction" means any payment, receipt or delivery of cash or assets to or from an entity that is a sanctioned entity or is located within a sanctioned jurisdiction.

22. Governing Law and Jurisdiction

- 22.1. This loan and the general terms and conditions shall be governed by and construed in accordance with the laws of Zambia.
- 22.2. The Courts of Zambia shall have non-exclusive jurisdiction to resolve any disputes that may arise concerting this agreement. However, nothing herein shall limit the right of the Bank to take proceedings against the applicant in any other court of competent jurisdiction, nor shall the taking of proceedings at one or more jurisdictions preclude the taking of proceedings in another jurisdiction, whether concurrently or not.

Do you require a copy of the loan amortisation schedule, or do you have any personal banking questions or complaints? If so, you may call the Customer Call Centre on 8200, or email zambiaccallcentre@stanbic.com, or write to: The Head - Personal Banking, Stanbic House, Plot 2375, P.O Box 31955 Lusaka to contact us.