



**CHAI SACCO**

— count on us —

**CHAI SAVINGS & CREDIT CO-OPERATIVE SOCIETY LIMITED**

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**LOAN APPLICATION & AGREEMENT FORM**

**A. APPLICANT'S PERSONAL AND EMPLOYMENT DETAILS**

Surname:	Other Names:	
Date of Birth	ID/No:	PIN:

**EMPLOYMENT DETAILS**

Employer:			
Terms of Service:	Permanent <input type="checkbox"/>	Temporary <input type="checkbox"/>	Contract <input type="checkbox"/>
If Contact/Temporary for what period:		<input type="checkbox"/> Months	<input type="checkbox"/> Years
Date of Employment:	Designation:		
Payroll/Employment No:	Department :		
Work Station:	County:	Sub-county:	

**CONTACT**

Present Address P.O. BOX	Code:	County:
Office Tel No:	Personal cell No:	

Gross pay;Kshs	Net Pay;Kshs
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**B. LOAN DETAILS**

Loan Type	Insurance	Interest Rate	Repayment Period	Preferred Period	Tick
Vision:	0.1%	1.25% per month	72 months		
Golden:	0.1%	1.54% per month	60 months		
Loan applied for Kshs :		Amount inwords Kshs:			
Purpose of loan :					
Repayment period:			Monthly Payment:		

**PAYMENT MODE (Tick)**

Personal cheque:

EFT  Bank:  Branch:  Account No.:

Fosa Savings Account

**C. BORROWER'S DECLARATION**

I hereby declare that the foregoing particulars are true to the best of my knowledge and belief. I agree to abide to the society's loan policy. I further declare that I have understood the terms of this loan product and I hereby authorize the sacco to credit the proceeds of this loan to my CHAI SACCO Savings account. I also authorize necessary deductions to be made from my salary as repayment for this loan. I also declare that incase the employer delays the deductions, I will be paying personally to CHAI SACCO every month until action is taken by the employer.

CHAI SACCO M/No:	Branch:	Savings Account Number:
Date:	Signature:	PIN:

**Witnessed by Employer.**

Name:	ID No:
Designation:	Designation/Stamp:

**D. GUARANTEE**

**(i) Guarantors (if applicable ignore ii)**

In consideration of guaranteeing the above or any lesser amount that may be approved, we the undersigned herewith accept jointly and severally the liability for repayment in the borrower's default. We understand that the amount in default may be recovered as an offset against our shares in the society or by attachment of property or salary.

i. Name:	Address:	Personal Cell No.:
PIN:	Payroll/ Employment No:	Member. No:
ID No:	Signature:	Date:

ii. Name:	Address:	Personal Cell No.:
PIN:	Payroll/ Employment No:	Member. No:
ID No:	Signature:	Date:

iii. Name:	Address:	Personal Cell No.:
PIN:	Payroll/ Employment No:	Member. No:
ID No:	Signature:	Date:

iv. Name:	Address:	Personal Cell No.:
PIN:	Payroll/ Employment No:	Member. No:
ID No:	Signature:	Date:

v. Name:	Address:	Personal Cell No.:
PIN:	Payroll/ Employment No:	Member. No:
ID No:	Signature:	Date:

**(ii) Collateral (If applicable ignore i)**

**Title deed**

Title Name:	
Title No. :	
LR No:	

**Log book**

Log book Name:	
Log book No. :	
Chasis No:	
Engine No:	

**Shares**

CDS Account No:	
Account Name :	
No. of shares :	
Value of shares:	

**The borrowers should attach the following:**

**(i) If using shares**

**Attachment**

1. A copy of National ID card
2. A copy of PIN
3. 3 latest original payslips (Certified)

**(ii) If using collateral (the forms must attach/submit)**

**Attachments**

1. A copy of National ID card
2. A copy of PIN
3. A copy and original title /log book (if applicable)

**E. ACCEPTANCE BY BORROWER**

Terms accepted by borrower (Tick as appropriate)

Accepted <input type="checkbox"/>	Not Accepted <input type="checkbox"/>
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**Authority to the employer to recover loan through check off system.**

I.....whose particulars are shown above, do hereby accept the loan on the terms and conditions contained herein and hereby give my employer.....of P.O. Box..... (Postal code).....(County).....Irrevocable authority to deduct from my salary the principal and interest of the approved amount per month for the period of the loan and remit the same to the CHAI SACCO and in the event of termination from employment for whatever reason authorize my employer to deduct and pay any outstanding loan and interest from my final dues to CHAI SACCO.

Borrower's name: .....Signature:.....Date:.....

**F. DECISION (For Official Use Only)**

**a) Recommend by SACCO -Loans Officer**

I certify that the information regarding shares and outstanding loans and guarantor's details is correct as per attached documents and recommend a loan of Kshs.....(in figures) and Kshs..... (in words)

Repayment Period:	Months	Monthly Repayment Kshs:
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I certify that the above information is correct.

Name:	Signature:	Date:
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We confirm that the applicant is a member of CHAI SACCO and we recommend/ not recommend him/her for the loan.(To be signed by authorized signatories)

Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

**b) Decision (Tick as appropriate)**

Accepted <input type="checkbox"/>	Not Accepted <input type="checkbox"/>	
Loan amount approved Kshs:	Term (Months):	
Interest rate: %	Monthly Repayment amount Kshs	Appraisal fee:

**Officials**

Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

# CHAI SACCO SOCIETY LIMITED

## TERMS AND CONDITIONS FOR LOAN APPLICATION

All loans are granted in accordance with the loan policy basic requirements

1. A member must have finished six months and continuously contributed for a minimum period of six months and a minimum contribution of Ksh 12,000
2. In granting this loan, a member shall:
  - a) Produce the original copy of this loan form, a copy of identity card, KRA pin attached with at least two (2) latest original pay slips duly stamped and forwarded by the employer (Factory Unit Manager-FUM or Factory Accountant -FA)
  - b) Submit a copy and original title /Logbook incase of colateral use.
  - c) Not be granted loans exceeding four (4) times his/her deposits unless deposit is not part of the terms.
  - d) Not be allowed to suffer deductions including loan repayment in excess of 2/3 of his/her basic salary
  - e) Be required to attach not less than three (3) active members as guarantors whose sum of share savings is equivalent to the loan applied.
3. The dividends / rebates will be capitalised for members who have borrowed vision Loan.
4. The borrower will bear the legal and valuation charges for collateral use. Valuation and legal services will be provided by valuers and lawyers provided by the society.
5. Chai Sacco reserves the right to charge such rate or rates of interest as it may in its sole discretion from time to time decide. The Sacco shall give the Borrower notice prior to any change in the rate or rates of interest payable and changes in the terms and conditions in such manner as permitted by the loan policy.
6. In case of loan default, the society reserves the right at its discretion to:
  - a) Recover the outstanding loan balance from guarantors upon notification.
  - b) Attach any property, benefits or emoluments directly attributed to the member used as a security against the loan.
  - c) Charge a default interest rate or any other amount incurred by the society or its agents in recovering the defaulted loan
  - d) Upon notification and subsequent lapse of grace period, list the member with the Credit Reference Bureau.
7. Repayment of the facility will be effected directly through check-off from your employer. Chai Sacco reserves the right to ensure the check-off arrangements are finalized and confirmed with your employer before release of funds. In the event that check off arrangements are not finalized as anticipated for whatever reason, your obligation to repay the loan will remain and you will be expected to make direct payments into your loan account as they fall due, until your employer effects the check-off or until the loan is repaid in full, whichever will come earlier.
8. Appraisal fee and interest will be charged as per the terms of product borrowed
9. Disbursement of the loan proceeds shall be credited to your Chai Sacco Savings Account. In case you wish to transfer, the funds will be released to you by way of a Society Cheque or any other means at the prevailing cost, which will also be debited to your account.
10. A non-refundable insurance fee will be charged on a monthly basis to cover death and permanent disability to the borrower. The amount payable under this cover will be solely for clearing the outstanding loan or part thereof as at the date of the accident, depending on the extent of disability caused. You will make necessary prior arrangements to ensure that in the event of death or incapacitation, the matter is reported to the Society without delay to facilitate lodging of a claim. Any claim made after 6 months from the date of the accident/death will be time-barred and will not be honored.
  11. For Confidentiality of Information, the society may hold and process, by computer or otherwise, any information obtained about the Borrower as a consequence of this agreement.
  12. The Borrower agrees that the Society may:
    - i. Permit other lenders within the Society's group to use personal data and any other information it holds about the Borrower on the Society's customer system to bring to its attention products and services which may be of interest to the Borrower.
    - ii. The Borrower further agrees that the Society may disclose its data and / or information relating to the borrower including data and information relating to any transaction Documents or the assets,

business or affairs of the Borrower outside the Society whether such data and/or information is obtained after the Borrower ceases to be society's customer or during the continuance of the Society-customer relationship or before such relationship was in contemplation:

- a. For fraud prevention purposes;
  - b. To licensed Credit Reference Bureaus or any other creditor;
  - c. To its external lawyers, auditors and other sub-contractors or persons acting as Society's agents;
  - d. To any person who may assume the Society's rights under this Letter;
  - e. If the Society has a right or duty to disclose or is permitted or compelled to do so by law; and
  - f. For the purpose of exercising any power, remedy, right, authority, or discretion relevant to this facility, Letter or any Transaction Document following the occurrence of an event of Default, to any other person or third party as well.
13. The Borrower acknowledges and agrees that, notwithstanding the terms of any other agreement between the Borrower and the Society, a disclosure of information by the Society in the circumstances contemplated by this paragraph does not violate any duty owed to the Borrower either in common law or pursuant to any agreement between the Society and the Borrower or in ordinary course of Society business and the customs, usage and practice related thereto and further authority from the Borrower and without inquiry by the Society as to the justification for or validity of such disclosure.

### Cooling off

By signing this contract the borrower will be deemed to have exercised his/her freedom to enter into the agreement, understood the suitability of the product and the terms and conditions of the contract.

### General

1. The Borrower may not assign all or any part of his/her rights, obligations or benefits under this agreement. Any notice or demand for payment by the Society shall be deemed to be properly served if it is delivered by hand, or sent by registered post or facsimile to the address or facsimile number set out in this agreement or to any other address or facsimile number the Borrower may notify the Society in writing. A notice or demand, if delivered by hand, shall be deemed to be received at the time of delivery, if sent by registered post, shall be deemed to be received by the Borrower 5 days after posting and if sent by facsimile, shall be deemed to be received at the time of transmission. Any failure or delay by the Society to exercise any right, power or privilege granted by law shall not be deemed to be a waiver by the Society as to the exercise of such right, power or privilege. You will be required to notify the Society promptly of any change of address or place of employment during the period of the facility. Such notification should be given in writing.
2. The Society shall be entitled to vary these Terms and Conditions from time to time in the event of any change in applicable law or regulation or in the application or interpretation thereof or the occurrence of any event which in the sole opinion of the Society, materially and adversely affects the Kenyan financial market. Subject to the requirements of any statute, notification of any such variation shall be given to the Borrower either in writing or by publication thereof by such means as the Society may select as permitted by law and a variation so effected shall be binding on the Borrower
3. In the event that legal opinion or other action is necessary in relation to your account or recovery of the debt, it is agreed that legal costs and all reasonable charges will be for your account.
4. This offer is subject to the loan request being approved and is valid for one (1) month up to and provides for full or partial drawdown of the facility. Failure to accept the terms of this agreement or to draw the facility by the date stated will constitute automatic cancellation of the facility approved.

Acceptance of the Terms and Conditions contained in this agreement shall be indicated by the Borrower providing the Society with the original of this Agreement duly signed as evidence of acceptance of the terms and conditions as stated. The Society recommends that the Borrower seeks independent advice on the terms of this agreement to help him/her to fully understand what the facility involves and the potential consequences and implications for the Borrower agreeing to its terms.

I have read, understood and undertake to comply, observe and be bound by the terms and conditions and tariffs in force which may be amended from time to time

Applicant signature ..... Date .....