

# PERSONAL UNSECURED OFFER LETTER

Date..... Dir Tel No. Ext.0788140..... Our Ref. BPR/PB/...../...../.....-.....

Borrower name:.....

NID No:.....

Tel No:.....

C/O Employer name:.....

Dear Customer,

## **BANKING FACILITY TO THE ACCOUNT No. ....**

We offer to place at your disposal the facility details whereof are set out herein on the following terms and conditions:

### **1. Definitions**

In this Letter, the expressions following shall, except where the context otherwise requires, bear the meanings attributed to them respectively:

1.1 "Bank" and/or "lender" means BPR Bank Rwanda Plc, a banking company incorporated in the Republic of Rwanda, whose address is care of Post Office Box 1348, KN 67 Kigali, Rwanda, registered under Company Code No. 100162830 and shall include its successors and assigns, herein represented by and....., Personal Banker and Branch Manager respectively duly authorised signatories of BPR Bank Rwanda Plc;

1.2. "Borrower" means ....., currently employee of .....



## Facility Offer & Acceptance of Terms and Conditions

We offer to place at your disposal the Facility details whereof are set out herein on the following terms and conditions:

### Definitions

In these Terms and Conditions, the following expressions shall, except where the context otherwise requires, bear the meanings attributed to them respectively:

**“Bank”** means BPR BANK Rwanda PLC, a limited liability company incorporated in the Republic of Rwanda and having its registered office at KN 4 Ave 18, Post Office Box 1348, KN 67 Kigali, Rwanda and includes its successors and assigns;

**“Base Rate”** means the Bank’s Base Lending Rate as published in the press from time to time (currently at 16 % p.a.). In the event that the Bank ceases to have a Base Rate, Base Rate means the rate of interest that the Bank shall at its sole discretion from time to time charge within the limits permitted by law;

**“Borrower”** means, the Signatory to this application form and these Terms and Conditions.

**“Business Day”** means a day on which banks are open for business in Rwanda;

**“Commitment Expiry Date”** means Thirty days from the date of acceptance of these Terms and Conditions;

**“Encumbrance”** includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, security interest title retention, preferential rights of set off, counterclaim, banker’s lien or other encumbrance securing any obligation of any person;

**“Event of Default”** means any one of the events as specified in these Terms and Conditions;

**“Facility”** means the facility details of which, are set out in the application section;

**“Security”** means the security referred to under these Terms and Conditions and/or any security created or to be created by the Borrower or at the request of the Borrower by any third party in favour of the Bank in respect of the Facility and any other security that the Bank may reasonably request from time to time;

**“Transaction documents”** means all credentials correspondence memorandum and documents of whatsoever nature and howsoever described or defined, in writing or print and availed by the Borrower or on the Borrower’s behalf or by the Bank for purposes of assessing facilitating or securing the Facility or generally in relation to this transaction and includes this Letter and the Security;

The headings in these Terms and Conditions are

inserted for convenience only and shall be ignored in construing them.

**Facility:** The customer is offered personal loan facility,

**Purpose of the Facility:** As specified under part 5 of this application form. The Bank reserves the right to demand for proof that the loan was used as stated in Part 5 of the application. Any diversion from the purpose stated constitutes an event of default and may

lead to recall of the facility by the Bank.

**Amount:** FRW ----- (Rwandan Francs

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### Pricing

The facility will attract interest at the current bank’s base rate being 16%, plus a Margin of % and will accrue daily and be applied at the end of the month.

However, in all respects, a default rate will be charged at 3% per annum above the applicable Rate indicated above for amounts in arrears for the time outstanding, accrued daily and applied at the end of each month;

**Interests** on early repayment will be charged at 8% of the amount prepaid in case the facility

is taken over by another bank and 0% of amount prepaid in case the loan is fully repaid by the customer;

A 2% Negotiation fee will be charged on the facility amount (unless otherwise agreed with the bank). It will also be charged in case of top-up loan, loan restructure and applicable to the amount topped up or the full loan in case of restructure;

A loan application processing fee of Frw 10,000 flat will be charged upfront. It will also be charged in case of offer letter cancellation, loan top-up and loan restructure;

A facility management fee of 0.1% will be charged monthly on the outstanding loan with a maximum of Frw 1,250;

A group credit life insurance will be charged at the following rates:  
 - For loans between 0 and 5 years: .....% on single accounts and .....% on joint accounts  
 - For loans from 5 to 7 years:.....% on single accounts and .....% on joint accounts  
 - For loans from 7 to 10 years: .....% for single accounts and .....% for joint accounts  
 -Administration fee: Frw .....  
 You or your relative will make necessary prior arrangements to ensure the bank is notified without delay for any event that can negatively affect your



## Facility Offer & Acceptance of Terms and Conditions

source of income which is used to repay the loan;

Grant of credit facilities BPR Bank Rwanda PLC (hereinafter referred to as "The Bank") may, following further assessment, cancel its offer at its absolute discretion. The Bank is not obliged to provide reason for cancellation of its offer as expressed in this facility offer.

### Interest

Interest on all credit facilities will be calculated on daily and is payable monthly. The Bank has the right to change interest charged at its own discretion but the applicant will be informed in writing in advance of any change.

### Charges, Fees, and Penalties

The Bank reserves the right to recover such charges and fees as may arise. Where payments due from the applicant are not received by due date. The Bank reserves the right to charge overdue and/or default interest', the rate of overdue / default interest shall be an amount over and above the normal rate applicable.

### Conditions Precedent

Unless the Bank otherwise agrees, the granting of the Facility is subject to the following conditions precedent:

That the Bank shall have received all of the documents listed under Security and shall have confirmed that each is in form and substance satisfactory to it;

That all the conditions of sanction have been performed or undertaken in form and substance and to the satisfaction of the Bank.

### Insurance

The Bank may require the applicant to take insurance cover through the bank's approved or appointed insurers.

The Bank may enter into separate arrangements with insurers to cover the risk. The applicant undertakes to pay the insurance premiums stipulated by the bank from time to time. The applicant also understands that in the event of default or late payment, the Bank reserves the right to debit the applicant's account and pay the Insurance Company. The applicant shall be liable to pay all monies due to the Bank if the Insurance policy is not valid for some period due to late payment of the premium.

### Set-off and consolidation rights

The Bank may at any time and without notice combine all or any of the applicant's accounts and liabilities with the Bank

whether singly or jointly with any person or set off all or any monies standing to the credit of such account(s) including the applicant's deposits with the Bank (whether matured or not) towards satisfaction of any of the applicant's liabilities to the Bank whether as principal or surety, actual

or contingent, primary or collateral, singly or jointly, with any other person, and the Bank may effect any necessary currency conversion at the bank's own exchange rate then prevailing. Exchange risk associated with any collateral, cash or otherwise in satisfaction of outstanding debt shall be borne by the borrower.

### Security

The personal loan will be secured by the security documents detailed hereunder;

- i. Promissory Note for the entire loan amount in favor of BPR Bank Rwanda PLC.
- ii. An undertaking of the employer to remit your salary and terminal benefits ( should your employment be terminated during the loan period) through your account with BPR Bank,
- iii. Group Credit Life insurance cover from a reputable insurance company
- iv. Personal guarantee of the borrower's spouse (if applicable).

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

Upon expiry of any insurance cover, the Borrower shall within seven (7) days of such expiry deliver to the Bank the relevant renewal advice failing which The applicant hereby irrevocably authorizes the Bank to debit his/her account and pay such charges, fees, rates, taxes on his / her behalf.

### Events of Default

An Event of Default occurs where:

The Borrower fails to perform any of its obligations under this Letter or under the Security;

Any representation or warranty made by the Borrower pursuant to these Terms and Conditions or under the Security or any statement delivered or made pursuant to it is incorrect when made.

The Borrower becomes insolvent or is unable to pay the Borrower's debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments generally or an encumbrance takes possession or a receiver is appointed of the whole or any material part of the assets of the Borrower. It becomes unlawful or impossible for the Bank to make, maintain or Fund the Facility or any of them as contemplated by this Letter or any of the obligations expressed as being assumed by the Borrower under this Letter or the Security ceases to be valid, legal and binding and enforceable against the Borrower in accordance with their respective terms;

If an event of default occurs at any time hereafter and if such event is continuing, the bank may, without notice to the Borrower:



## Facility Offer & Acceptance of Terms and Conditions

Declare the obligations of the Bank here under to be terminated; and declare that the security has become enforceable whereupon all amounts payable by the borrower in respect of the facility hereunder and under the security shall become immediately due and payable

Disclosures of information  
The Bank may use any information related to the applicant for evaluating the credit application.

The bank may also share such information with credit reference or rating agencies or any other creditor; for fraud prevention purposes; to its external lawyers, auditors and other

sub-contractors or persons acting as the Bank's agents; to all or any other company in the BPR Bank; to any person who may assume the Bank's rights under this Letter; if the Bank has a right or duty to disclose or is permitted or compelled to do so by law; and 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.

The applicant/borrower authorizes the bank to use any information that it may obtain about him / her for such purposes, as the Bank may deem appropriate.

### Indemnity

The applicant agrees to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the applicant's accounts, in enforcing these terms and conditions, or in recovering any amounts due to the Bank or incurred by the bank in a legal proceedings of whatever nature.

The borrower hereby gives to the bank the authority to seize his or her assets (movable and immovable) to recover the loan in case of default including the power to put the caveat on those assets in Rwanda Land Management and Use Authority (RLMUA) or Rwanda Revenue Authority (RRA).

### Change of address

If the applicant changes the address, he/she undertakes to inform the

bank of any change of address failing which, any communication sent to the original address advised to the Bank will be deemed to have been received by the applicant.

### Law

This Letter and the contract arising out of the Borrower's acceptance of the Facility on the terms and conditions set out in this Letter shall be governed by and construed in all respects in accordance with the Laws of Rwanda

### General

The Borrower shall not assign all or any part of his or her rights obligations or benefits hereunder without the prior consent in writing of the Bank

Any notice or demand for payment by the bank shall be deemed to be properly served if it is delivered by hand or sent by registered post to the address set out in this letter or to any other address the borrower may notify the Bank 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 five (5) days after posting and if sent by facsimile, shall be deemed to be received at the time of transmission.

Any failure by the Bank to exercise any right, power or privilege granted by Law shall not be deemed to be a waiver by the Bank as to the exercise of such right, power or privilege.

The Entire Agreement  
These Terms and Conditions constitute the entire loan agreement between the Borrower and the Bank.

Acceptance of Terms and Conditions

The applicant understands and agrees that he/she has signed the loan application form as acceptance of the aforesaid Terms and Conditions.

The bank recommends that the Borrower seek independent advice on the terms of this letter and of any security to be issued hereunder to help him/her/ it fully understand what these facility terms and Conditions involve and the potential consequences and implications for the borrower agreeing to these Terms and Conditions.

AUTHENTIC DEED NUMBER .....VOLUME .....

The year two thousand and twenty ....., the ..... day of ....., We, certify that the deed, the clauses of which are here before reproduced were presented to us by:

1. ....

2. BPR Bank Rwanda Plc

Were present ..... and ..... all living in as witnesses to the deed and fulfilling the legal requirements. Having read to the subscribers and witnesses the content of the deed, the subscribers have declared before us and in the presence of the aforesaid witnesses that the deed, as it is written down, includes well their will.

In witness whereof, the hereby deed was signed by the subscribers and us, authenticated and imprinted of the seal of the notary.

**THE SUBSCRIBERS**

Borrower

Lender/BPR Bank Rwanda Plc

.....

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THE WITNESSES

NOTARY

.....

.....

**DERIVED RIGHTS****The deed fees:**

..... Francs, registered by us, ..... the Rwandan..... Notary being and living in ....., under number ..... VOLUME ..... the price of which amounts to Frw ..... derived under receipt N° ..... of and issued by notary.

**The Notary**

.....

**Execution Fees:**

For execution of this document, the price amounts to.....Rwandese Francs derived under the same receipt.

**The Notary**

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