

SME LOAN

Application Form



A MEMBER OF THE  OLDMUTUAL GROUP

FOR OFFICIAL USE ONLY

Date: _____
 Account No: _____
 Customer ID: _____
 FP ID: _____
BRANCH / MARKETING OFFICE: _____
 Sector name & code: _____
 Industry name & code: _____
 Loan type: _____

1 CLIENT'S PERSONAL INFORMATION (For Individuals & Sole Proprietorships Only)

Applicant's Name (Mr./Mrs/Miss/Dr/Prof):		Date:	
National ID/Passport No.:			
Marital Status:	Single <input type="checkbox"/>	Married <input type="checkbox"/>	Widower <input type="checkbox"/>
Date of Birth:	Gender	Male <input type="checkbox"/>	Female <input type="checkbox"/>
No. of dependents:		Post Address Box:	Code
Postal Address:	Code		Email:
Tel. No:	Mobile	Current residence (Attach sketch map)	
Spouse's Name:	ID No.	Mobile	
Residence:	Estate		Town
House No.	Rented <input type="checkbox"/>	Owned <input type="checkbox"/>	
Name of landlord	Phone No:		Length of stay there

(NB: Attach all documents as required in Annex 1 - basic SME loan checklist)

2 BUSINESS PARTICULARS (For registered business entities e.g. companies, partnerships, clubs, associations, co-operatives & others)

Name of entity:	Registration No.	Business activity type	
Licence No.:	Pin No:	V.A.T. No.	
Type of entity:	Email address:		
Postal address	Current <input type="checkbox"/>	Permanent <input type="checkbox"/>	
Tel. No:	Mobile	Physical Address:	
Physical location	Town:	Street/area	Building
Business premises (current status)	Rented <input type="checkbox"/>	Owned <input type="checkbox"/>	
If rented:	Leased period	Remaining period	(Attach copy of rent agreement) Rent payable

(NB: Attach all documents as per the basic SME checklist attached)

3 PARTICULARS OF PROPRIETORS

Name of Director(s) / Partner(s) / Official(s)						
	Name	ID No.	PIN No.	Tel No.	Mobile No.	Postal Address.
1						
2						
3						
4						
5						

(NB: Attach all documents as per the basic SME checklist attached)

4 EXPOSURE PARTICULARS

4.1 LOAN PARTICULARS (NB: Loan Amount = Total Cost of the Project - Own Contribution)

Loan amount requested		Specific purpose:
Cost of project:		Own contribution:
Repayment period (months /.....)		Monthly installment

4.2 ACCOUNTS IN OTHER BANKS / FINANCIAL INSTITUTIONS

	Bank/Financial Institution	Branch	Balance (DR/CR)	Account Record
1				
2				
3				

(NB: Attach original certified bank statements for at least 12 months)

4.3 OTHER LOANS IN FAULU

	Name of Branch / Office	Amount Advanced	Data Advanced	Loan Period	Installment	Balance (DR/CR)	Repayment Record
1							
2							
3							

(Attach original certified bank statements as required)

4.4 LOANS IN OTHER BANKS / FINANCIAL INSTITUTIONS

	Name of Bank	Amount Advanced	Data Advanced	Loan Period	Installment	Balance (DR/CR)	Repayment Record
1							
2							
3							

(Attach original certified bank statements as required)

5 REFEREES (landlord, suppliers and peers)

	Names	Address	Telephone	Relationship
1				
2				
3				

6 BUSINESS FINANCIAL DETAILS (NB: All projections are after the proposed loans)**6.1 PROFIT AND LOSS**

Income	Actual	Projected	Expenses	Actual	Projected
Business sales			Purchases		
			Rents		
			Salaries/wages		
			Transport		
			Water, phone, electricity		
			Others		
Total Income			Total expenses		
			<i>Net surplus/deficit (Kshs)</i>		

6.2 BALANCE SHEET

Assets	Actual	Liabilities	Projected
Cash at hand/bank (Faulu and other banks)		Creditors	
Debtors		Bank loans/overdrafts	
Inventory (<i>work in progress</i>)		Other liabilities (specify)	
Total fixed assets		Long term loans	
Other assets		Capital	
Total assets		Total liabilities & capital	

6.3 NET HOUSEHOLD BUDGET (For Sole proprietorships and small family companies)

Monthly income	Actual	Monthly expenses	Projected
Borrower's other income e.g salary from other sources		Rent	
Spouse income <i>from other sources e.g. salary etc.</i>		Shool fees (average per month)	
Business income /profit (<i>indicated in P&L in 6.1 above</i>)		Transport	
Pensions / farm proceeds etc		Water, phone, electricity	
Other business income		Food	
		Other loan repayment (<i>medical etc.</i>)	
Total income		Total income	
		<i>Net surplus/deficit (Kshs)</i>	

(NB: Attach copies of electricity/water bills, statements etc as evidence of the expenses)

7 PROPOSED GUARANTORS (where applicable)				
	Names	Address	Telephone	Relationship
1				
2				
3				
Do any of these guarantors have existing direct/indirect liabilities with Faulu? if so, how much?				
8 SECURITY/COLLATERAL DETAILS				
Kindly list all the securities giving details, description and serial numbers where applicable. For land, please indicate no. of acres and whether developed or not				
Description of the security (Land title No...../LR. No.../M/V Reg No. KAY...X15G etc)			Serial No.	Value (Kes) or estimated value for land
Land	Building on land	Any building on land	Title/Registration/Serial No.	
			Total (estimated) value	

9.1. Customer Complaint

The customer may lodge a complaint with the Bank via any of the contact details as provided in this form, website or any of our banking premises. The bank shall acknowledge receipt of customer complaints within 48 hours and shall resolve the matter within 7 working days. For complaints not resolved within 7 working days, written updates shall be forwarded to the customer on the progress of resolution, once every 7 working days.

9.2. Cooling-off Period

As a Bank prior to entering into this contract with the customer, we shall:

- 9.2.1 Explain to the customer that they have the freedom not to enter into the contract if they are not sure of the suitability of the product or service or if the terms and conditions of the contract appear onerous or if the execution of the contract by customer shall be secured with difficulty arising from the financial position or other condition of the customer.
- 9.2.2 Inform the customer of their right to take some time to think over the proposed transaction before signing the contract or committing themselves to take the product or use the service.
- 9.2.3 Request the customer to confirm whether he/she needs some time to reconsider the proposed transaction. The institution shall act in accordance with the wishes of the customer.

9.3. Anti-bribery and Corruption

- 9.3.1 You will ensure compliance with all Anti-corruption Laws as the same may be enacted or amended from time to time and any recognized international principles (Anti-Corruption Law)
- 9.3.2 In connection with your account, you have implemented well established process and procedures and monitoring systems to monitor any unusual activities that may relate to bribery and corruption
- 9.3.3 You shall promptly report any actual, alleged or attempted violation of any applicable Anti-Corruption Law arising in connection with your account and you shall co-operate with us.

9.4. FATCA Compliance

- 9.4.1. The Bank is subject to the requirements of the Foreign Account Tax Compliance Act (FATCA) which is a United States of America (USA) Tax Law.
- 9.4.2. In compliance with FATCA, the Bank may be required to disclose and/or share details of your account opening information or other account data with its affiliates and/or other regulatory entities outside the Old Mutual Limited (OML) Group as mandated by FATCA, including the USA tax authorities. You hereby consent to the receipt, sharing, provision and exchange of Personal Data within the Bank and its affiliates and/or such regulatory authorities.
- 9.4.3. Please note however that the Bank is not a tax advisor and does not provide any professional tax advice relating to FATCA or any other tax legislation. You are encouraged to procure independent professional advice on FATCA and all other tax related matters.

9.5. Anti-Facilitation of Tax Evasion

- 9.5.1 In connection with your account, you shall not engage in activity, practice or conduct which would constitute facilitation of tax evasion as recognized by Laws of Kenya and recognized international principles
- 9.5.2 You have implemented well established processes and procedures and monitoring systems to monitor any unusual activities that may relate to tax evasion.
- 9.5.3 Should we have reasonable grounds to suspect that you have assisted or attempted the facilitation of the evasion of tax, we may:
 - 9.5.3.1 Request additional information prior to processing transactions
 - 9.5.3.2 Not process a transaction where it is suspected it is in relation to an incidence of tax evasion, or relates to facilitation of tax evasion and the originator of the Transaction cannot provide information to the contrary; and
 - 9.5.3.3 Report the violation, or suspected violation to an authorized body and subsequently act according to the guidance of such authorized body or related body.
- 9.5.4 You explicitly indemnify us against any actions, proceedings, claims and/or demands that may be brought against us or our affiliates, as well against losses, damages, costs and expenses which we may incur or sustain in connection with the seizure, blocking or withholding of any funds by an authorized or related body.

9.6. Privacy Statement of Faulu Microfinance Bank Limited

Faulu endeavors to treat all your personal information carefully and responsibly. This Privacy Statement relates to the collection, use and disclosure of personal data, including special or sensitive personal data, by Faulu Microfinance Bank Limited (hereinafter "Faulu").

- 9.6.1. The Personal Data we may hold includes any information that lets Faulu identify you as a unique individual and any information that uniquely identifies a legal entity.
- 9.6.2. Processing of personal data includes any initial processing that Faulu does when we collect your personal information.
- 9.6.3. We generally do not collect your personal data unless you provide it voluntarily or through your authorized representative. We may however collect and process your data without your consent where permitted under the Data Protection Act, 2019 or other laws.

Your Rights

- 9.6.4. In line with the Data Protection Act 2019 and other applicable law, regulation, industry guidelines, you have the following rights regarding your personal data:

9.6.4.1 **Access** - to request a copy of the personal data processed in relation to you by filling in a request form at your Branch, Faulu may be allowed by law to charge a fee for this.

9.6.4.2 **Correction** - to request that we correct your personal data.

9.6.4.3 **Erasure** - to ask us to delete your personal data, for example if we no longer have a valid reason to process it.

9.6.4.4 **Object** - to object to the processing of your personal data.

9.6.4.5 **Restriction** - at your request, restrict how your personal data is processed in certain cases.

9.6.4.6 **Portability** - to request a copy of the personal data you have given to us in a machine-readable format.

Processing your Personal Data

9.6.5. Faulu will only collect and process your personal information for the reason you provided it to us with your consent, or to enable us to comply with the requirements of specific laws that we are governed by either directly from you or third-party sources.

9.6.6. Faulu shall require that a mandatory field for personal data be accurately filled in for Faulu to provide you with your chosen product and/or service.

9.6.7. Faulu may process your personal information to protect your or our legitimate interests.

9.6.8. Faulu may have legal or regulatory obligation to process your Personal Data in connection with the products and services you have requested.

9.6.9. Faulu may also process your personal data where it is in our legitimate interests to seek professional advice.

9.6.10. Consent - The consent that you provide for the processing of your data shall remain valid until such time it is being withdrawn by you in writing and having the same delivered to your nearest Faulu branch or via email to our Customer Experience Desk through the contact details provided below

9.6.11. Retention of your Personal Data - We retain your personal data in line with our legal and regulatory obligations and for business and operational purposes.

9.6.12. Protection of Personal Data - To safeguard your personal data from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our authorized third party service providers and agents only on a need-to-know basis.

9.6.13. Automated Decisions and Profiling - As a rule, we do not make decisions based solely on automated processing to establish and implement the business relationship. We may use profiling, including behavioral analysis, to assist us to provide you with better services, to make decisions and to prevent money laundering, terrorism, fraud and other financial crime.

9.6.14. Disclosure of Personal Data - When using your data for the purposes disclosed in this privacy statement, we may need to disclose it to Faulu affiliate companies and to our agents, advisors and third-party service providers ("Other Parties"). We will require the other parties to handle your Information using the same level of care that we apply and according to our instructions and directions. We will not otherwise disclose your information to third parties unless we have your permission, or we are under a legal or similar obligation.

9.6.15. Other Terms and Conditions - Other specific terms and conditions in our banking and product agreements that govern the collection, use and disclosure of your personal data must be read in conjunction with this Privacy Statement.

9.6.16. Contact Details - You may contact our Customer Service Department if you have any enquiries or feedback or complaints in relation to the processing of your personal data or if you wish to make any request, in the contact details below:

Faulu Microfinance Bank Limited
Head office: Ngong Lane, off Ngong Road Nairobi
P.O. Box 60240-00200 Nairobi
Tel : +254 711 074 000 or +254 711 074 074
Email Address: info@faulkenya.com
Website: www.faulkenya.com

9.6.17. Changes to this Privacy Statement - This Privacy statement may be updated from time to time and you are advised to visit our website: www.faulkenya.com regularly to check for any amendments. This privacy statement was last updated on 1st July 2020.

DATA PROCESSING CONSENT FORM

I _____ hereby agree and give consent as follows:

- i. That Faulu Microfinance Bank Limited (“Faulu”) may collect, use, disclose and process my personal information as set out in my application form, account opening documents and/or otherwise provided by me or my authorized representatives or possessed by Faulu, for one or more of the purposes as stated in Faulu’s Data Privacy Statement.
- ii. My personal data may/will be disclosed by Faulu to its third party service providers or agents (including but not limited to its auditors, lawyers/law firms, debt collectors), which may be sited outside of Kenya, for one or more of the purposes, as such third party service providers or agents, if engaged by Faulu, would be processing my personal data for Faulu for one or more of the purposes set out in the data privacy statement.
- iii. I am aware that I may withdraw my consent at any time by using the Bank’s Consent Withdrawal Form available in the Bank’s branches.
- iv. By signing below, I represent and warrant that I am the user and/or subscriber of the personal data as set out in my application form, account opening documents and/or otherwise provided by me or my authorized representatives or possessed by Faulu, and that I have read and understood all of the above provisions, including the Data Privacy Statement availed at (www.faulukenya.com/privacy-statement).
- v. I am aware I can find a full description of what personal data the Bank collects and the purpose for collection and processing on the Bank’s website ([www.faulukenya.com / privacy-statement](http://www.faulukenya.com/privacy-statement)).
- vi. I/We authorize Faulu MFB to process my/our sensitive personal data both within and outside Kenya, in accordance with the Bank’s Privacy Statement.
- vii. I/We authorize Faulu MFB to obtain and process my/our personal data from third parties including my/our health information in accordance with the Privacy Statement.
- viii. I/we authorize Faulu MFB to process my/our personal data for analytics/market research or for marketing/advertising or for similar commercial purposes in accordance with the privacy statement.

Signed by data subject:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Draw a sketch map (applicant’s business premises)

Draw a sketch map (applicant’s residence)

I/We hereby authorize Faulu Microfinance Bank Ltd to disclose and obtain any information on my/our account(s) to and from any credit reference bureau or any other institution or third party as it deems necessary.

I declare that all information provided as part of this application conforms to reality and assume full responsibility for its accuracy. By my signature, I hereby authorize collection of references, from any source whatsoever, concerning my person, conduct and commercial edit. I further authorize the issuance of reports regarding credit history to Faulu Microfinance Bank Ltd and hereby absolve the reporting party from all responsibility.

Signature: _____ Date: _____

Signature: _____ Date: _____

(NB: For limited liability company borrowers, the company seal be affixed to loan application form)

I, _____ hereby, witness the signature of the applicant(s).

Company seal and/or Business's stamp affixed

9	RECOMMENDATION / APPROVAL (FOR OFFICIAL USE ONLY)
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Finance partner's recommendation	Branch credit committee decision
<i>Loan amount:</i>	
<i>Loan term:</i>	
<i>Frequency:</i>	
<i>Repayment amount:</i>	<i>Approved</i> <input type="checkbox"/> <i>Rejected</i> <input type="checkbox"/>
<i>Name:</i> _____ <i>Signature</i> _____ <i>Staff ID</i> _____ <i>Date</i> _____	
Branch Credit Committee (BCC) Comments	

10	Bcc Members Names	Title	Signature	Date
1				
2				
3				
4				
5				

Faulu 

A MEMBER OF THE  OLDMUTUAL GROUP

  faulukeny

 +254 711 074 000

www.faulukeny.com

Regulated by the Central Bank of Kenya