**Form G 1**

**A close up of a sign

Description automatically generated**

**UNSECURED LOAN**

# APPLICATION FORM

Aﬀordable Interest To Suit Your Interest

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Personal Details** | | | | | | | | |
| Applicants Family Name | |  | | | | | | |
| Applicants’ First Name (as per ID document) | |  | | | Other Names | |  | |
| Title |  | Omang/Passport No. | |  | | | Date of Birth |  |
| Marital Status (mark with X) | | Not Married | Divorced | Widowed | | Married COP | Married out of COP | |
| Are you under administration? | | Yes/No | | Date of Marriage (if applicable) | | |  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Contact Details** | | | | | |
| Physical Address (Notice Address) | | Postal Address | | Contact Numbers | |
| Street Name |  | Box Number |  | Cell Number |  |
| Plot Number |  | City/Town/Village |  | Office/Work Number |  |
| Suburb/Ward |  |  |  | Fax Number |  |
| City/Town/Village |  | Personal email |  | Email (for electronic notices) |  |
| Head man |  | | |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employment Details** | | | | |
| Name of Employer |  | Occupation |  | |
| Department |  | Payroll Number |  | |
| Employers’ Address |  | | Date of Employment |  |

|  |  |
| --- | --- |
| **Income and Expenditure** | |
| Basic Salary | P |
| Payslip Deductions | P |
| Net Pay as per Bank Statement | P |

|  |  |  |  |
| --- | --- | --- | --- |
| **Bank Details** | | | |
| Account Holder |  | Branch Name |  |
| Account Number |  | Branch Code |  |
| Bank Name |  | Account Type |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **References** | | | |
| Spouse | | Next of Kin (Not living at the same address as you) | |
| Name |  | Name |  |
| Employer Name |  | Street Name |  |
| Employer Address |  | Plot Number |  |
| Suburb/Ward |  | Suburb/Ward |  |
| City/Town/Village |  | City/Town/Village |  |
| Cell Number |  | Cell Number |  |
| Work Number |  | Work Number |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Loan Details** | | | | | |
| Interest Rate | Loan Amount Requested | Admin Fee | Processing Fee | Total Loan Amount | Annual Percentage Rate |
|  |  |  |  |  |  |
| Loan Term | Monthly Installments | Monthly Credit Life Premium | Monthly Collection Fee | Total Monthly Instalments | |
|  |  |  |  |  | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reason for loan** | | | | | | |
| Reason (Mark with X) | School Fees | Vehicle | Residence | Medical | Personal | Other (Provide details) |

**FOR OFFICE USE**

|  |  |  |  |
| --- | --- | --- | --- |
| Approved Loan Amount | Payment to Settle Existing Debts | | Net Pay-Out Amount |
|  |  | |  |
| Finance period/number of installments approved |  | Monthly Instalment |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Credit Life** | | | | | | |
| Full Names |  | Surname |  | | | |
| Capital/Loan Amount |  | Loan Approval Date |  | | | |
| Service Provider |  | Premium Frequency (Mark with X) | Single | Quarterly | Annually | Monthly |
| Monthly Credit Life Premium |  | Death (Mark with X) |  | | | |
| Contract Period |  | Disability (Mark with X) |  | | | |

**DECLARATION BY LIFE TO BE INSURED**

I, hereby apply for credit insurance with Metropolitan Life Botswana. I understand, agree and where applicable, declare that:

###### My attention has been drawn to the fact that pre-existing conditions may invalidate a claim under the policy being applied for. I have read and understand the pre-existing conditions and understand that if a claim is repudiated because of a pre-existing condition my premiums paid will be forfeited.

###### An application for insurance on my life has never been declined or accepted on special terms by any insurance company.

###### All the information supplied or to be supplied in connection with this proposal, whether in my/our handwriting or not, is true and complete and forms the basis of the policy.

###### I understand that the credit insurance policy and any endorsements duly authorised by Metropolitan Life Botswana set out the full provisions under which this policy is underwritten. A copy of this policy document is available from Metropolitan Life Botswana on request.

###### Accepting that I am thereby curtailing my right of privacy, but to facilitate the assessment of the risks, and the consideration of any claim for beneﬁts, under a policy related to this or any other proposal for insurance made by me, or in respect of me as life insured, I irrevocably authorise Metropolitan Life Botswana -

###### to obtain from any person, whom I hereby so authorise and request to give, any information which Metropolitan Life Botswana deems necessary, and

###### to share with other insurers that information and any information contained in this proposal or in any related policy or other document, either directly or through a data base operated by or for insurers as a group, at any time (even after my death) and in such detailed, abbreviated or coded form as may from time to time be decided by Metropolitan Life Botswana or by the operators of such data base.

###### The policy beneﬁts will be paid to FIRST CAPITAL BANK LIMITED to settle the outstanding amount in my loan account.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Life Insured) Date

|  |  |
| --- | --- |
| **Nominated Beneficiary for Funeral Benefits** | |
| Surname |  |
| Full Name |  |
| Identity/Omang Number |  |
| Date of Birth |  |
| Gender |  |
| Postal Address |  |
|  |  |
| Tel. No. Home |  |
| Tel. No. Work |  |
| Cell. No |  |
|  |  |
| Bank Name |  |
| Branch Name |  |
| Account No. |  |

**AUTHORISED SIGNATURES:**

**For and on behalf of the borrower:**

|  |  |
| --- | --- |
| Authorised to sign | In the Presence of a Witness |
| Name | Name |
| Signature | Signature |
| Date | Date |

**For and on behalf of the financier:**

|  |  |
| --- | --- |
| Authorised to sign | In the Presence of a Witness |
| Name | Name |
| Signature | Signature |
| Date | Date |

**DECLARATION**

I/We declare that to the best of my/our knowledge and belief, the particulars set out in this Application form are true and correct, and that no information has been withheld, which might otherwise aﬀect your decision. In addition, I/we conﬁrm that I/we can aﬀord the monthly repayments in terms of the loan obligation/agreement without being over indebted. I/We consent to the you carrying out identity, credit and fraud prevention checks and sharing information related to this Application. You are authorised to verify any information given on this Application form and generally make whatever enquiries you deem appropriate with any source. I/We authorise you and/or your research companies to contact me/us for research purposes to improve your products and services. I/We authorise the Bank to tell me/us about other companies’ products and services, if it believes the information will be of interest to me/us, on the understanding that my/our contact details will remain conﬁdential until I/we express interest in their oﬀer.

By signing on this form I/we request you to grant me a loan for the amount requested or where you may approve a lesser amount for the amount that you may approve. I/We agree that I/we have read, understood and accepted the Terms and Conditions of this Application/Loan Agreement and agree to be bound by them. I/We agree that there will be a legally binding Agreement the moment that any amount approved is disbursed under this Application and the terms and conditions of the Agreement shall be those contained herein below and/or in any other appendix.

Introduction: Should the Financier agree to ﬁnance the Borrower(s), the Borrower(s), agrees to repay the Loan on the terms and conditions as set out in this Agreement and/or appendix. .

1. Deﬁnitions and Interpretations

In this Agreement, unless the subject or context clearly indicates otherwise, the following words and expressions shall have the meanings respectively assigned to them in this clause:

“Agreement” means this Agreement including any Schedules, notices and annexures thereto;

“Business Day” means a day in Botswana on which banks are open for business and which is not a Saturday, Sunday or public holiday; “Financier / Lender” means First Capital Bank (also referred to as “Bank”) and or its successors in title.

“Finance rate,” means the rate of the Finance Agreement;

"Commencement Date" means the date that any amount is disbursed in terms of your credit Application that forms part of this Agreement;

"Disbursements" means any amount disbursed by the Financier to yourself or on your behalf, in connection with your credit Application that forms part of this Agreement; "Expiry Date" means the date on which all the outstanding amounts owing by you to the Financier should have been settled in full;

“Group” means those companies which are parent company/ies with more than 20% shareholding, sister companies with the same parent company/ies and subsidiary company/ies of First Capital Bank;

“principal debt” means the balance of the outstanding ﬁnance amount excluding future interest charges, but including all arrear amounts that includes but are not limited to unpaid instalments interest, charges and fees.

"Schedule" means any Schedule annexed to and forming part of this Agreement including the Credit Application. “we/us” means the ﬁnancier and/or its successors in title.

“you/I” means the borrower/applicant

“Parties” means the parties to this Agreement, and Party shall mean either one of them;

* 1. In this Agreement, the singular includes the plural and vice versa, any gender includes the other gender and persons include natural and juristic persons.
  2. In this Agreement, headings have been inserted for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
  3. Unless the context otherwise appears, the words deﬁned in these terms and conditions will bear the same meanings in the Schedule.
  4. Unless otherwise deﬁned in this Agreement, words deﬁned in any legislation will bear the same meanings in this Agreement.
  5. In the event of any conﬂict between the provisions of the Schedule and the provisions of this Agreement, the provisions of this Agreement will prevail.
  6. Any reference in this Agreement to any day or number of days shall, unless the context speciﬁcally indicates otherwise, be a reference to calendar days that shall be reckoned exclusively of the ﬁrst and inclusively of the last.

1. Warranties, Representation, Undertakings and Indemnities
   1. You represent and warrant to us that you have the legal capacity and power to enter into and perform your obligations in terms of this Agreement and have taken all necessary actions (whether corporate, internal or otherwise) to authorise entry into and performance of this Agreement.
   2. You acknowledge that the ﬁnancing has been approved based on information supplied by you and warrant that the information is complete and correct and that we may verify this.
   3. You further conﬁrm and acknowledge that this Agreement is non-cancellable at your instance after disbursement by the ﬁnancier unless in accordance with this Agreement.
   4. You undertake to comply with all applicable laws pertaining to this Agreement.
   5. Each warranty, representation or undertaking made by you shall be deemed to be material.
   6. If this Agreement is with a natural person and more than one natural person signs, other than witnesses to the Agreement, this Agreement or a Schedule to this Agreement, all parties so signing will be jointly and severally liable for the obligations pursuant to this.
   7. If you are a natural person and you are required to obtain the written consent of your spouse, in terms of the governing legislation, common law, practice in the community you live in or

otherwise before entering into this Agreement, you hereby conﬁrm that have obtained the required consent which you shall declare and make available to us on signature of this Agreement or before any disbursal under this Agreement

* 1. You acknowledge and represent to us that each and every Schedule to this Agreement as well as the Agreement itself was fully and correctly completed before the Agreement was signed by you.

1. Duration of Agreement
   1. This Agreement shall commence on the date as deﬁned and shall continue until the Expiry Date or until terminated in accordance with this Agreement.
2. Rates & Fees
   1. The parties have agreed upon a ﬁxed ﬁnance rate and the rate of ﬁnance charges will remain the same during the period of this Agreement subject to the condition that the Prime Interest Rate will not change (up or down), from the Prime Interest Rate at the date you signed this agreement, by more than three percent (3%). Where the Prime Interest Rate changes by more than this three percent (3%) collar and cap we may at our sole discretion and at a time determined by us amend the Finance Rate to maintain our margin by the change that exceed the collar or cap.
   2. Any amount not paid by you on the due date, other than an error or omission by your employer or paymaster, will (unless we decide otherwise) accrue interest on a day to day basis from the date when payment was due until receipt by us of the unpaid amount; and we may, without prejudice to any of our other rights, immediately increase the ﬁnance charges on such arrear amount by not more than ten percent (10%) per annum.
   3. The ﬁnance charges payable by you are:
      1. calculated on the nominal annual compounded monthly basis and are therefore calculated on a monthly basis on the outstanding balance and will be capitalised on a monthly basis;
      2. charged periodically in arrears and is due and payable immediately; and
      3. debited to your account.
3. Instalment/Payment
   1. You must pay the payment due in respect of this loan and Finance Charges strictly in accordance with this agreement and the relevant Schedules as applicable.
   2. Payments will be made by way of a direct deduction from your salary, but we have the right to collect any unpaid amount by bank debit order, bank stop order, and electronic bank transfer or by direct deposit of cash or cheque.
   3. All amounts that are due and payable in terms of this Agreement, shall be paid on or before the payment date, without any deduction, demand, or set oﬀ.
   4. All fees and cost, current or in the future, charged by your employer, paymaster, union or other entity involved in the collection from salary process is for your account.
   5. If any deduction or withholding is by law to be made from such amount, you will promptly pay us such additional amount as shall make the net amount received by us equal to the full amount payable by you had there been no deduction or withholding. Any additional amount paid under this clause shall not be treated as ﬁnance charges but as agreed compensation.
   6. All monies paid by you in terms of this Agreement will only be applied to your repayment obligations to reduce the amount you owe under this Agreement.
   7. We will credit each repayment made under this Agreement to you as follows:
      1. ﬁrstly, to satisfy any due or unpaid ﬁnance charges / interest;
      2. secondly, to satisfy any due or unpaid fees or charges;
      3. thirdly, to reduce the amount of the principal debt.

5.8. We will be entitled to round oﬀ to the nearest unit of the highest denominated currency any amount payable under this Agreement and no discrepancy between any of our accounts that may arise as the result of any rounding of amounts shall give rise to any defence or counterclaim on your part under this Agreement.

1. Set-oﬀ
   1. We may in addition to any other rights that we may have in terms of this Agreement:
      1. set-oﬀ any credit balances held in any other account which you have with us that are due and payable to you or your nominee, against any amounts owing by you in terms of this Agreement; and/or
      2. realise any collateral held by us and use the proceeds in payment of any amount due by you in terms of this Agreement.
   2. If we do act in accordance with 6.1 above, we will advise you in writing.
   3. If the amounts due or payable are held in a diﬀerent currency than the currency in which this Agreement is concluded then the said amounts held will be converted by us at the exchange rate at a date on which we apply a setoﬀ.
2. Early Settlement
   1. You are granted a 2 (two) day period within which you may cancel the loan application without incurring any penalty whatsoever.
   2. In the case where a loan is settled, we will charge a fee equal to the interest due on a pro-rata basis.
   3. The minimum period that shall lapse after the Commencement Date of this Agreement before you may give any notice to settle early shall be thirty (30) days where after,
      1. You may settle the Agreement by paying the unpaid balance of the principal debt by giving us at least forty ﬁve (45) days prior written notice of your intention to settle this Agreement; or
      2. You may settle the Agreement without notice by paying the unpaid balance of the principal debt plus 30 (thirty) days interest; but if
      3. If your loan is for a period shorter than twelve (12) months and one (1) day, you will be entitled to settle your obligations under this Agreement early without penalty or notice at all times,
3. Force Majeure
   1. If you are directly or indirectly prevented or restricted from carrying out all or any of your obligations under this Agreement by any cause beyond your reasonable control, including, without

limitation, acts of God, civil commotion, riots, insurrection, acts of government, ﬁre, explosion, the elements, epidemics, governmental embargoes, the availability of currency or like causes (“Force Majeure”) you are required to notify us of such Force Majeure within 48 (forty eight) hours.

* 1. Should the Force Majeure last for a period longer than 30 (thirty) days we may notwithstanding any other rights which we may have:
     1. we may immediately terminate this Agreement;
     2. We may cancel the insurance policy which will result in a default under Principal Finance Agreement; retain all monies already paid by you and claim compensation for all or any loss and/or damage suﬀered by us which shall include, but shall not be limited to all legal costs, on an attorney-and-own client scale.

1. Default
   1. Default in terms of this Agreement will occur if:
   2. you fail to make payment in full or at all of any amount owing or due by you, on or before the payment date stipulated in terms of this Agreement; or
   3. you fail to observe and perform any of the terms, conditions your obligations under this Agreement or any other agreement between us; or
   4. there is a material deterioration in your ﬁnancial position. For purposes of this clause, “material deterioration” means a material deterioration in our reasonable opinion; or
   5. you breach any term of the Agreement;
   6. any representation, warranty or assurance made or given by you in connection with this Agreement or any information or documentation supplied by you is, in our opinion, materially incorrect; or
   7. you generally do or omit to do anything which may aﬀect our rights in terms of this Agreement or cause us to suﬀer any loss or damage; or
   8. you fail to provide any additional collateral which is requested in terms of this Agreement; or
   9. the proceeds from the realisation of any collateral held for this Agreement are insuﬃcient to repay all amounts owing to us and, despite us requesting repayment of the full amount owing, you have failed to repay this remaining settlement amount; or
   10. you or any surety commit any act of insolvency or bankruptcy which may include:
       1. you or the surety agreeing to defer payment of any amount owing by you or the surety to any of your or the surety’s creditors; or
       2. you or the surety making, or oﬀering to make, any arrangement with your respective creditors to release you or the surety wholly or partially from your or the surety's debts; or
       3. a writ of execution (a formal written order) issued by any competent court attaching any of your or the surety's assets remaining unsatisﬁed for more than 7 (seven) days after the date on which it is issued; or
       4. a provisional or ﬁnal order being passed placing you or the surety under sequestration, liquidation or judicial management or receivership; or
       5. a court grants an order attaching part of your or the surety's income to settle any amount owing by you or the surety; or
       6. judgment is taken against you or the surety and you or the surety fail to satisfy such judgment for a period of 14 (fourteen) days from date of judgment, unless you can provide us with documentary proof that you have appealed against the judgment or have taken steps to rescind the judgment;

or

* + 1. any surety in respect of this Agreement:
       1. fails to satisfy their suretyship commitment when requested to do so; or
       2. commits any breach of their obligations to us, whether as surety or otherwise; or
       3. delivers to us written notice of termination of their liability under their suretyship.

9.10.8. A breach by you of any term of this agreement or any other facility agreement that you have or may in future have with the ﬁnancier shall constitute a default/breach of all the agreements and other banking facilities then in force.

1. Termination
   1. Upon the occurrence of any of the aforesaid events in clause 9.
      1. we may elect, upon written notice to you and without prejudice to any of any other rights which we may have to immediately terminate this Agreement and on termination of the Agreement we may
      2. retain all monies already paid by you and claim compensation for all or any loss and/or damage suﬀered by us that shall include, but shall not be limited to all legal costs, on an attorney-and-own client scale.
      3. to reinstate the terms and conditions of the Agreement upon your paying to us all the amounts overdue, together with any default charges and collections costs of enforcing this Agreement up to the time of reinstatement.
   2. We shall have the right to pursue any other remedy available at law.
   3. No single or partial exercise by us of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.
2. Cession, Assignment and Transfer
   1. You shall not cede, assign or transfer any of your rights or obligations under this Agreement.
   2. We may, without notice to you, cede, assign, transfer and/or delegate all or part of your obligations under this Agreement either, absolutely or as collateral security, to any person, even though that cession, assignment, transfer and/or delegation may result in a splitting of claims against you.
   3. If this Agreement is sold, ceded or assigned, you acknowledge that the servicing and/or administration of the Agreement may be:
      1. performed by us on behalf of the purchaser/cessionary/assignee/transferee; or
      2. contractually managed by a third party on behalf of the purchaser/cessionary/assignee/transferee; or
      3. performed by the purchaser/cessionary/assignee/transferee itself.
      4. These services and administration can include the giving of notices, realization of any collateral and the recovery of any amounts due under this Agreement.
   4. If this Agreement, or any part thereof, is sold, ceded, assigned, transferred and/or delegated to any person (the “Transferee”) you acknowledge that:
      1. we may elect not to cede, assign or sell our rights under any collateral given directly or indirectly in respect of your obligations under this Agreement (“relevant collateral”) to the Transferee;
         1. notwithstanding the sale, cession, assignment, transfer and/or delegation of this Agreement, or any part thereof, to the Transferee, the relevant collateral, or any part thereof as the case may

be, will continue to coverbyour indebtedness to us, or our successors in title or assigns under the relevant collateral, on the terms set out in the relevant collateral, or any part thereof as the case may be.

11.5. Unless the context indicates otherwise, any reference to us in this Agreement will be deemed to include our cessionary, successor in title or agent.

1. Disclosure of Information
   1. You authorise us to:
      1. disclose all information relating to any of your accounts to the Group; and
      2. information about your accounts and the conduct by you of your accounts to banks, Financiers and credit bureaus when asked for such information.
2. Screening
   1. In order for us or the Group to comply with any legal and regulatory obligations or any request of a public or regulatory authority operating or in force in various jurisdictions or internal policies applicable to the Group, we may take any necessary action, including without limitation:
      1. intercepting and/or investigating transactions on your accounts with us; or
      2. investigating the source of or intended recipient of funds paid into or out of your accounts.

13.2. No member of the Group shall have any liability (whether direct or consequential and including, without limitation, loss of proﬁt or interest) caused in whole or in part by any actions that are taken by the Group to comply with those actions referred to above.

1. Statements
   1. Where we furnish you with a statement reﬂecting entries on the Account:
   2. you undertake to notify us in writing of any discrepancies in the statements within a period of 30 (thirty) days as from receipt of the statement failing which the contents of such statements shall be deemed to be correct and to have been approved by you;
   3. in the event of a discrepancy between our records and your records, our records shall be prima facie proof of the correct entries.
2. Insurance
   1. You shall provide life cover to settle your obligations to us under this Agreement until expiry thereof.
      1. The lender is authorised to make payments on the borrowers behalf and debit the borrowers loan account accordingly in order to honour necessary premium payments
   2. Where you do not insure via our internally appointed insurance broker, the broker will not be or act as our agent and we shall not be liable to you for any act, default or omission of the insurance broker and you take full responsibility for eﬀecting the insurance policy including any administrative procedures or any other actions that the insurance broker may be responsible for including the submission of any claims.
   3. You irrevocably appoint us to act as your attorney/representative, without any obligation or liability to perform as such, to execute or perform any action required under the policy to perfect the insurance policy or to secure our rights under this Agreement including distributing payments order insurance claims and/or cancelling the policy.
3. Notices
   1. You choose, as the address for serving of legal notices, including electronic notice, in terms of this Agreement ("notice address"), your address as set out on Page 1 of this Agreement.
   2. Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and eﬀective only if in writing and sent to your notice address or the telefax number, email address or postal address provided in your Application for this loan, or any address advised in terms of clause 16.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
   3. Until all repayments due to us have been received and this Agreement has been terminated you must inform us in writing within 10 (ten) Business Days after the change, of any change to:
      1. your residential or business address; and/or
      2. your notice address, postal address, telefax number or email address.
   4. Any change in your address will take eﬀect on the 10th (tenth) Business Day after receipt of the notice.
   5. Any notice:
      1. sent by prepaid registered post will be deemed to have been received on the 5th (ﬁfth) Business Day after posting; or
      2. sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or
      3. delivered by hand will be deemed to have been received on the day of delivery; or
      4. sent by telefax or email will be deemed to have been received on the 1st (ﬁrst) Business Day after the date it was sent.
   6. Notwithstanding anything to the contrary contained in this clause 16, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent
   7. to or delivered to your notice address, postal address, telefax number or email address.
   8. Where the post oﬃce does not aﬀect street deliveries at your notice address, we may where applicable send any notices in terms of this Agreement to your post oﬃce box number.
4. Jurisdiction
   * 1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Botswana.
     2. The parties consent and submit to the jurisdiction of the High Court in respect of all or any claims arising under this Agreement. It shall nevertheless be entirely within our discretion as to whether to proceed against you in such High Court or in any other Court having jurisdiction.
5. Electronic Communications
   1. You authorise us to use electronic communications and you acknowledge and agree that you are aware of and understand the risks relating to the use of telex, fax, email or any other mode of electronic communication (“Electronic Communication”). Your authorisation includes:
      1. that you allow us to accept and act upon instructions or communications given by or on your behalf if such instructions or communications are in writing, and by Electronic Communication.
      2. that you allow us to correspond with you via Electronic Communication and this will include but not be limited to the issuing of statements, and general correspondence.
      3. that we will perform our obligations with reasonable care and in good faith and in accordance with the standards and practices as set by the Group and the Banking Industry in general.

18.2. Notwithstanding the above, you irrevocably and unconditionally indemnify and hold us harmless against any and all loss, damage and expense whatsoever, whether suﬀered or incurred by us, you or any third party, arising from or in connection with our direct or indirect use of or reliance upon Electronic Communication for the conveyance of instructions and/or communications, whether or not such instructions and/or communications are fraudulent, forged or in any way defective; provided that such loss was not occasioned by gross negligence or wilful misconduct on our part.

1. Recordings
   1. You agree that all telephone calls may be recorded for purposes of security and/or training and to be utilised as evidence in any court proceeding pertaining to this Agreement. We will be entitled to retain such recordings for a period of at least 2 (two) years. You acknowledge and agree that such recordings are and shall remain our sole property.
2. General
   1. Notwithstanding any other provision of this Agreement, we shall not incur any liability to you or any other person with regard to any insurance which is the subject of this Agreement and, in particular but without limitation, we shall not be responsible to you or any other person for any failure to insure or any defect in any such insurance.
   2. The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not aﬀect the validity, legality and enforceability of the remaining provisions of this Agreement.
   3. All costs and Disbursements, including, without limitation legal costs incurred by us as a result of your failure to comply with your obligations in terms of this Agreement shall be for your account and these costs will be
   4. payable to us on demand and where relevant, on the scale as between an attorney and his own client.
   5. A certiﬁcate signed by any of our managers, whose appointment need not be proved, will on its mere production be suﬃcient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.
   6. This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the agreement. This shall include faxed copies of this document. This Agreement constitutes the whole agreement between the parties and no amendment or cancellation of this Agreement or any provision or term thereof and no extension of time, waiver, or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in writing signed by us.
   7. Where there is more than one Borrower, their obligations are joint and several.
   8. Our statement to any amount payable under this Agreement shall be conclusive and binding upon you in the absence of manifest error.
   9. The borrower acknowledges that the lender has no liability arising from any defect in any product bought with the proceeds of the loan and indemniﬁes the lender against such liabilities.