



# APPLICATION FORM

No. \_\_\_\_\_

MEMBER \_\_\_\_\_ MEMBERSHIP NO \_\_\_\_\_ NON-MEMBER \_\_\_\_\_

AN APPLICATION FORM CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN THE CREDIT FACILITY ("BORROWER") AND TOPLEND ("LENDER")

## PERSONAL INFORMATION

SURNAME

TITLE

FIRST NAME

D.O.B

ID. NO./PASSPORT

GENDER

DATE OF RETIREMENT

MARITAL STATUS

## ADDRESSES

RESIDENTIAL STATUS  OWNER  
 RENT

### PHYSICAL ADDRESSES

PLOT #

### POSTAL ADDRESSES

DISTRICT

DISTRICT

CITY/TOWN

CITY/TOWN

HEADMAN

## CONTACTS

WORK TEL NO

MOBILE NO

HOME TEL NO

EMAIL ADDRESS

## FACILITY DETAILS

TOTAL DISBURSED  -

LOAN PERIOD  -

CREDIT LIFE  -

ADMIN FEE  -

INTEREST  -

TOTAL COLLECTABLE  -

INSTALMENT PER MONTH  -

### COMPANIES SETTLE FROM THIS ACCOUNT

DISBURSED TO CLIENT

## AFFORDABILITY

NET SALARY (AS SHOWN ON PAYSIP)  -

LESS ALLOWANCES  -

SUB TOTAL  -

ADD: EXISTING TOPLEND REPAYMENTS  -

ADD: EXISTING 3RD PARTY LOANREPAYMENTS  -

SUB TOTAL  -

LESS: MEANS ASSESSMENT  -

LESS: NEW TOTAL MONTHLY INSTALMENT  -

PAYROLL SURPLUS  -

## DISBURSEMENT METHOD

EFT

CHEQUE

OTHER  SPECIFY



# APPLICATION FORM

No. \_\_\_\_\_

## BANKING DETAILS

NAME AS ON BANK STATEMENT \_\_\_\_\_

BANK NAME \_\_\_\_\_

ACCOUNT TYPE \_\_\_\_\_

BRANCH \_\_\_\_\_

BRANCH CODE \_\_\_\_\_

## DIRECT DEBIT AUTHORISATION

In the event I leave my place of employment for whatever reason or change employers without notifying Toplend Financing & Lending, I hereby authorize Toplend Financing & Lending to initiate monthly deductions from my account, identified above, for payment of monthly loan repayments on the loan issued to me by Toplend Financing & Lending. I understand that the monthly deductions will be processed as an electronic funds transfer and made on the \_\_\_\_\_ day of each month. If this date falls on a date that is not a business day, the applicable date shall be the following business day. I understand that if payment is dishonored by the bank due to insufficient funds in my bank account, Toplend Financing & Lending may opt to recover its outstanding loan amount through court process or any other such legal means as they may deem fit. I authorize that these deductions continue until the end of the loan period or until I authorize my new employer to deduct the monthly loan instalments due to Toplend Financing & Lending directly from my salary and remit such instalments to Toplend Financing & Lending.

THUS, DONE AND SIGNED ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## DECLARATION

I have hereby applied for a loan in the full amount disclosed herein. I confirm that I have read and understood all the documentation and noted that all the cost and repayment details

DATE

SALES REP NAME \_\_\_\_\_

CLIENT SIGNATURE \_\_\_\_\_

SALES REP SIGNATURE \_\_\_\_\_

## CREDIT INSURANCE

Provided by \_\_\_\_\_

Sign: \_\_\_\_\_

## EMPLOYMENT DETAILS

EMPLOYERS NAME \_\_\_\_\_

WORK PLACE \_\_\_\_\_

EMPLOYMENT START DATE \_\_\_\_\_

TYPE OF EMPLOYMENT (Permanent or Contract)

PERMANENT

CONTRACT

OCCUPATION \_\_\_\_\_

DIVISION \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

SALARY PAYMENT DATE \_\_\_\_\_

PAYROLL CONTACT NAME & TELEPHONE \_\_\_\_\_

NO \_\_\_\_\_

BANK A/C SALARY PAID INTO \_\_\_\_\_

BANK A/C DETAILS \_\_\_\_\_

## NEXT OF KIN

NEXT OF KIN (if married, provide details of spouse)

NAME \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_

TELEPHONE (W) \_\_\_\_\_ (H) \_\_\_\_\_ (C) \_\_\_\_\_

HOUSE / PLOT \_\_\_\_\_ TOWN/VILLAGE \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ DATE OF MARRIAGE \_\_\_\_\_ OMANG/PASSPORT NO \_\_\_\_\_

## NEXT OF KIN

NEXT OF KIN (if married, provide details of spouse)

NAME \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_

TELEPHONE (W) \_\_\_\_\_ (H) \_\_\_\_\_ (C) \_\_\_\_\_

HOUSE / PLOT \_\_\_\_\_ TOWN/VILLAGE \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ DATE OF MARRIAGE \_\_\_\_\_ OMANG/PASSPORT NO \_\_\_\_\_

**DISBURSEMENT DECLARATION**

The applicant declares that the information above is true and complete. S/he agrees that the loan officer and/supervisor may visit her/his place of residence to carry out a loan assessment should They deem it fit. The Applicant agrees to give all required information for this purpose. The Applicant further authorises Toplend Financing & Lending or its representatives to carry out enquiries with third parties about the Applicant if deemed necessary.

I, \_\_\_\_\_ HEREBY APPROVED THE AMOUNT OF \_\_\_\_\_ TO BE  
NAME AS IT APPEARS ON BANK STATEMENT

PAID IN TO MY A/C NO \_\_\_\_\_ BANK NAME \_\_\_\_\_ BRANCH NAME \_\_\_\_\_

**EMPLOYER CONFIRMATION**

CONFIRMED WITH : \_\_\_\_\_

CONFIRMED BY : \_\_\_\_\_

TEL NUMBER : \_\_\_\_\_

DATE : \_\_\_\_\_

STAMP

**FOR OFFICE USE ONLY**

APPROVED

DECLINED

CREDIT CONTROLLER NAME & SURNAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CREDIT SUPERVISOR NAME & SURNAME:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Declaration and authorization by applicant**

I the applicant, declare and agree to the following:

- The information that I have provided for the application is correct;
- I have seen the schedule of information in Part I setting out the full detail of all that I have to pay if the credit facility is granted and they are the same as those that I have signed before I signed the agreement;
- I understand the terms of this agreement as explained to me in English;
- I have read the agreement or it has been read to me;
- Where the installments are deducted from my salary I acknowledge that I may not unilaterally cancel that deduction until the facility has been repaid in full
- The dispute procedures have been explained to me.

I agree that by signing this I give TOPLEND permission to:

- Contact anyone to check that the information which I have given in Part I is correct;
- Obtain details from any party about my financial status and banking details including accredit record and payment history
- Give information about this facility to any party, including the credit bureau;
- Assign its right title and interest herein to any party or entity nominated by TOPLEND;
- Where fraud is committed with this application to report the details to the Botswana Police, NBFIRA and or similar organizations
- Forward marketing material and offerings of other products of TOPLEND to me.

**CONSENT CLAUSE**

You here by consent and agrees that we may;

1. Perform a credit search on your record with a registered credit bureau when assessing your application for services and monitor your payment behavior with a registered credit bureau;
2. Use new information and data obtained from other registered credit bureau in respect of your future applications for services

**APPLICATION AND APPROVAL**

You apply for a credit facility by completing and signing this document. Only when TOPLEND approves the facility and pays it out to you will this document become a binding agreement between TOPLEND and you.

**PAYMENT AND APPROVAL**

After TOPLEND has approved the application for a facility, the facility will be paid into the bank account indicated in Part I. You hereby agree that you cannot hold TOPLEND for any damage or loss caused by TOPLEND transferring the facility into the account as indicated. If payment is not received within 72 hours, please refer to the TOPLEND office and upon proof of such you may elect to cancel this agreement. Borrower agrees to pay full amounts on due dates.

**INTEREST RATES**

Interest charged on the facility will be at an agreed rate, calculated and charged over the repayment period.

**COOLING OFF PERIOD**

Once the facility amount has been paid off to you, this contract is in effect, and you are obliged to repay the full contractual amount to TOPLEND. However, TOPLEND will allow you a 3 day (working) cool-off period.

**INSURANCE**

Toplend loan will be covered for insurance, but a client may choose an insurance of their choice to cover the loan, and this to be discussed prior to signing off the facility.

**CHANGES**

This agreement will be the only agreement between you and TOPLEND and changes must be effected in writing.

Borrower must inform the lender if there is any change in personal particulars.

**REPAYMENT**

After the facility has been paid into your bank account you will according to this agreement owe TOPLEND the full contractual amount as set out in Part I. this must be repaid in equal instalments as shown.

Repayments will be used firstly to pay off legal costs (if any) and thereafter additional/ penalty interest (if any, then the total cost of credit and lastly to reduce the balance of the outstanding amount originally advanced to you.

**EARLY REPAYMENT**

Further note that the admin/ origination fee is a non-refundable fee, and that it will not be discounted on the pro-rata basis at early settlement. It is furthermore recorded that an early settlement fee is payable and is calculated on the current balance of the loan at date of quote plus interest over 90 days

**DEFAULT AND ACCELERATION**

TOPLEND may immediately demand payment of the whole amount outstanding at any time if you:

- Commit any breach of this agreement or commit an act of insolvency.
- Made a false representation at the time of applying for the facility; or
- Do anything that may prejudice TOPLEND rights in terms of the agreement.
- Lose your employment where you have granted a facility where instalments are deducted from your salary

If a TOPLEND Client is in default under the terms of this Agreement, they shall pay TOPLEND costs in enforcing this Agreement and collecting any amounts owed. TOPLEND costs shall include, to the extent permitted by applicable law, reasonable attorney fees if TOPLEND hires an attorney, and legal expenses incurred whether a lawsuit is commenced, plus any court costs and all other reasonable sums allowed by law. Attorney fees and legal expenses include those related to bankruptcy proceedings (including efforts to modify or vacate any automatic stay), trials, appeals, and any anticipated post-judgment collection actions. The TOPLEND Client, as stipulated in the Application for Finance Form, agrees that all collection costs and attorney fees incurred by TOPLEND are secured in accordance with this Agreement.

TOPLEND Clients who opt to leave the Organization whilst they have an outstanding balance on the facility shall be required to settle the outstanding facility or make arrangement on repayments outside the organization under scheme. TOPLEND Clients shall pay the fees and costs as set forth on the Application for Finance Form, which fees shall include the application and processing fee as well as legal fees (if necessary) for arranging the facility.

If any facility payment is more than ten (10) days past due, a late

charge of 5% penalty fee for default payments will be charged on the outstanding principal amount per month, with a maximum not exceeding the outstanding principal amount. Upon the termination of Agreement, the following must be ensured:

**BREACH OF AGREEMENT**

Immediate payment of all amounts owing and due by TOPLEND Clients in respect of any obligation under this Agreement, which shall become due and payable immediately upon demand by the TOPLEND. Where such payment cannot be made immediately, then the members must ensure that they enter into agreements directly with TOPLEND or any such agent engaged to collect on behalf of TOPLEND.

Notification of termination of the Agreement to TOPLEND Clients with balances at Participating Stores. The notification shall be made by MPI upon receiving a detailed list of TOPLEND Clients and their available balances. This notification shall be made thirty (30) days following the date of termination of the Agreement.

**ALLOWANCES**

Should the lender act against you when you fail to make a payment on a due date or when you fail to do anything else required by this agreement that does not mean that TOPLEND has given up its right to take legal action or to exercise any other right it may have.

**JURISDICTION**

All notices or letters that TOPLEND may want or have to send to you will be sent to your address as reflected in Part I of this agreement. These will be deemed received by you within 10 days after being sent by registered post. If you change your address, as stipulated in Part I, you have to inform TOPLEND in writing.

I confirm that I am in a position to financially and legally enter into this agreement. Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Dates of Installment: \_\_\_\_\_

Total Cost of Credit: \_\_\_\_\_

Number of Installments: \_\_\_\_\_

Full name of TOPLEND representative: \_\_\_\_\_

Signature of TOPLEND representative: \_\_\_\_\_



Date: \_\_\_\_\_

I, \_\_\_\_\_

Employee Number \_\_\_\_\_ Omang Number \_\_\_\_\_

Employed by \_\_\_\_\_

In the post of \_\_\_\_\_

Situated at \_\_\_\_\_

Residing at \_\_\_\_\_

Purpose of Loan \_\_\_\_\_

Hereby state that I have obtained a loan from the financial institution known as TOPLEND.

As from the date of \_\_\_\_\_

In the amount of BWP \_\_\_\_\_

To be deducted on the \_\_\_\_\_ (date in month) in \_\_\_\_\_ (number of months), in instalments of BWP \_\_\_\_\_ per month, total cost of credit being BWP \_\_\_\_\_

I hereby authorize Toplend/Employer to deduct monthly from my salary the amount of BWP \_\_\_\_\_

for a period of \_\_\_\_\_ months commencing on \_\_\_\_\_ for onward payment to TOPLEND.

I have fully read and understood the agreement and confirm that I (borrower) have truthfully disclosed all relevant facts regarding my current and expected future financial position.

I declare that my signature in this document confirms that the agreement was fully explained and all the blank spaces were duly filled with/ by the borrower.

I comprehend my responsibility to fully discharge the loan owing herein in terms of the Agreement that I entered into with TOPLEND.

I further declare that I fully comprehend that the loan owing is mine to discharge and not the responsibility of the Toplend or my employer. I therefore, take the responsibility to ensure that the correct instalments are deducted monthly for a period not exceeding the agreed term of the loan should I pay accordingly until the completion of the loan.

Signed by \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

At \_\_\_\_\_



## CONSENT OF SPOUSE

APPLICATION No. \_\_\_\_\_

I, \_\_\_\_\_ the undersigned, married in community of property to \_\_\_\_\_ hereby consent to my spouse binding himself/herself to this loan agreement as surety and co-principal debtor for the indebtedness of the debtor(s) to TOPLEND.

### Consenting Spouse:

Full Name: \_\_\_\_\_

Omang Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Work Tel No: \_\_\_\_\_

Home Tel No: \_\_\_\_\_

Mobile Tel No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Witnesses:

1. Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2. Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_