

# TALENT PAMOJA LOAN APPLICATION FORM



**ACK IMANI TALENT SACCO**  
 HEAD OFFICE: ACK Church of the Good Shepherd  
 Nakuru Grounds, Opposite Assumption Center.  
 Mobile: +254720167573  
 Email: info@ackimantalent sacco.com

## PART 1: INSTITUTION DETAILS

Registered Name of Organization (*As per Registration Certificate*) Mem No.:

Trading Name (If different from the Registered Name):			
Type of Organization:	<input type="checkbox"/> SHG	<input type="checkbox"/> Church	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Company	<input type="checkbox"/> Co-operative	<input type="checkbox"/> Others: Specify:
Date of Registration:	Registration No.:		
KRA PIN No.:	Email Address:		
Phone No.:	1).	2).	3).
Postal Address:	Code:	Town:	
Physical Address: County:	Constituency:		Ward:
Estate/ Village:	Street/Road:		Building/Apartment:
Industry:	Sector:	Main Business Activity:	
No. of Organizations/ Shareholders:	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-50	<input type="checkbox"/> 51-99
	<input type="checkbox"/> Above 100		
Revenue/Savings per month:	<input type="checkbox"/> Up to 50,000	<input type="checkbox"/> Up to 100,000	<input type="checkbox"/> Up to 500,000
	<input type="checkbox"/> Up to 1,000,000	<input type="checkbox"/> Above 1,000,000	

## PART 2: PARTICULARS OF OFFICIALS

No.	Name of Director(s) / Partner(s) / Official(s)	ID/Passport Number	Address	Nature of Ownership/Position
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

## PART 3: ORGANIZATION ACCOUNTS IN OTHER BANKS/ FINANCIAL INSTITUTION(S)

No.	Bank	Branch	Status (Dr/Cr)
1.			
2.			
3.			

## PART 4: ORGANIZATION LOANS IN OTHER BANKS/ FINANCIAL INSTITUTION(S)

No.	Bank	Amount Advanced	Date Advanced	Repayment Period
1.				
2.				
3.				

*(Attach Bank Statements)*

AITS 74- TALENT PAMOJA LOAN APPLICATION FORM

## PART 5: SHARE YOUR DREAMS/ LOAN PURPOSE

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## PART 6: BREAKDOWN OF COST / DREAM

	Item	Price per Item	Quantity of Items	Total
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

## PART 7: SECURITY

	Security	Description	Registration No./ Title No./	Market Value	Liquidation Value
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**PART 8: BOARD RESOLUTION**

**RESOLUTION TO BORROW**

Extract from the Minutes of a Meeting duly convened, constituted and held at the Registered Office of the Organization on the \_\_\_\_\_(Date).

Present were members listed on part 9, attached on a separate list and/or minutes.

The Chairperson stated that \_\_\_\_\_ (“the organization”) has made an application for a loan facility of Kshs. \_\_\_\_\_(Figures) from ACK Imani Talent SACCO LTD (AITS).

The meeting noted that the SACCO requires a Board Resolution authorizing the borrowing of the said Kshs.\_\_\_\_\_ .

The meeting carefully considered the terms and conditions of the proposed loan facility and it was unanimously resolved that:

- a) The proposals on the loan facility and the documents produced at the meeting be and are hereby approved as being in the best interests of the Organization:
- b) The Organization be and is hereby authorized to enter into an agreement with the SACCO in respect of the loan facility:
- c) Security of the loan will be:
  - i) Legal charge over.....
  - ii) Deed of guarantee executed by the members
  - iii) Any other Security:
    - A).....
    - B) .....
    - C).....
    - D).....

\_\_\_\_\_  
**Chairperson of the Organization**

I certify that:

- a) The above is a true and complete copy of minutes of a meeting of board of the organization;
- b) The signature above is the true signature of the person named as Chairperson of the meeting;
- c) The meeting was duly convened and held, a quorum of board and/or members was present throughout and the resolutions set out above were duly passed, have not been amended or revoked and remain in force;
- d) Neither the resolutions nor their implementation will breach any restrictions on and/or obligations of the Organization or the Directors .

Dated:\_\_\_\_\_

\_\_\_\_\_  
**Treasurer of the Organization**

\_\_\_\_\_  
**Secretary of the Organization**

## PART 9: DECLARATION

We hereby authorize the SACCO to disclose and / or obtain any information relating to our account (s) to and / or from any credit reference bureau or any other institution or third party as it deems necessary. We declare we have not been adjudged bankrupt. We understand that you may in your sole discretion reject, amend and/ or vary this application with valid reasons.

We declare that all information provided as part of this application conforms to reality and assume full responsibility for its accuracy. By our signature, we commercial credit. We further authorize the issuance of reports regarding our credit history to the SACCO and hereby absolve the reporting party of all responsibility. We further confirm that we have read and understood the contents of the terms and conditions and hereby accept the offer for the Facilities on the terms and conditions contained is deemed necessary by the Approver, the SACCO may issue a letter of offer to incorporate the condition.

In the event of default, we the undersigned guarantors agree to be jointly and severally liable for the payment to ACK Imani Talent SACCO Limited of any and all principal, interest, service charge and penalties due and owing to ACK Imani Talent SACCO limited. Each of the undersigned guarantors hereby expressly authorizes the SACCO to effect deductions without consent from any of his or her existing or future accounts, with ACK Imani Talent SACCO Limited in order to satisfy any obligation (s) be it current or future, actual, contingent in any amount and at any time that ACK Imani Talent SACCO Limited, in its sole discretion, determines to be in the best interests of ACK Imani Talent SACCO Limited.

	NAMES	POSITION	ID NO.	PHONE NUMBER	SIGNATURE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					

## PART 10: LOAN APPLICATION DETAILS

Savings Balance:		Shares:	
Loan Amount Requested:			
Amount in Words:			
Repayment Period:		Existing Loan (Principal Only):	
Interest Rate:		%	Monthly Repayment :
Processing Fee 3%:		Total Interest Amount:	
Bank/ M-Pesa Transfer Fee:			
Preferred Repayment Date: (5th, 10th, 15th, 20th, 25th)			

## DISBURSEMENT MODE

Account Name:		Bank Name:	
Account Number:		Branch:	
M-Pesa Number:			

## PART 11: OFFICIAL USE ONLY

Loan Applied (In Figures):		Existing Loan (Principal Only):	
Savings Balance:		Effective ERR (%):	
Shares Balance:		C.R.B. Score:	

## PART 12: BRANCH CREDIT COMMITTEE

Approved Amount:					
Deferred:					
Rejected:					
	Name	Position	Decision	Signature	Date
1.					
2.					
3.					
4.					
5.					

## PART 13: APPROVAL CONDITIONS

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## PART 14: BOARD CREDIT COMMITTEE

Approved Amount:					
Deferred:					
Rejected:					
	Name	Position	Decision	Signature	Date
1.					
2.					
3.					
4.					

## PART 15: APPROVAL CONDITIONS

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

# PART 16: TERMS AND CONDITIONS OF OFFER OF FACILITY(IES) TO BORROWER BY ACK IMANI TALENT SACCO ("THE SACCO")

The relationship between you and the SACCO is governed by the following Terms and Conditions and is subject to any further agreement in writing

## 1.0 Term, Repayment and Review of the Facility

### 1.1 Interpretation:

The following words shall have the following meanings in these terms and conditions:

"Application Form" means the application form annexed to these terms and conditions.

"Attorney" means an appointment to act on your behalf with full powers to contract and incur liability in your name and style.

"Tariff" means the SACCO tariffs as provided in these terms and conditions.

"Business Day" means, with the exception of public holidays, any day falling between Monday to Friday 0800 Hours to 1700 Hours and Saturday 0800 Hours to 1300 Hours. Business Days shall be construed accordingly.

"Organization" means Self Help Groups, Churches, Partnerships, Companies, Co-operatives and any others specified in part 1.

1.2 The Facility shall be repaid as per the terms appearing in part 10 above.

1.3 The amounts drawn and outstanding under the Facility together with interest and of the sums payable with respect to the Facility are due and repayable strictly on demand. However, without prejudice to the SACCO's right to demand payment at any time.

## 2.0 Interest

2.1 The Organization shall pay interest on all the monies, liabilities and obligations advanced to or incurred by the Organization in relation to the Facility at the rates indicated in clause 10 above.

2.2 Interest shall accrue from day to day, will be calculated on the basis of a 365/366-day year, will be debited to the Organization's current/Savings account with the SACCO monthly in arrears and will be compounded in the event of not being punctually paid with monthly rests.

2.3 Interest on the Loan shall be paid on the last day of each interest period, which shall be the day selected by the organization as his/her preferred pay date. i.e. 5th, 10th, 15th, 20th or 25th. The first interest period shall commence on the date of making a full or partial drawing of the Loan.

2.4 Default and Additional Interest: If the Organization exceeds the authorized limit for any Facility or the Organization defaults in making any payments hereunder when due, the Organization shall (without prejudice to the exercise by the SACCO of any other right or remedy in favour of the SACCO) pay to the SACCO interest on that excess sum or on any portion remaining unpaid from the due date of such payment until actual payment thereof (together with accrued interest) at the rate of 10% per annum over and above the then subsisting rate of interest payable by the Organization under clause 8 above (the "Default Rate"). The Organization acknowledges and agrees that the Default Rate represents a reasonable pre-estimate of the loss to be suffered by the SACCO in funding the default or the additional requirements of the Organization.

2.5 The SACCO may from time to time at its sole discretion and within the limits permitted by law revise the margin and applicable rate or rates of interest provided however that the SACCO shall give the Organization at least thirty (30) days' notice prior to any change in the rate or rates of interest payable.

2.6 The statement of the SACCO as to the rate or amount of interest payable pursuant to this paragraph shall in the absence of manifest error be conclusive.

## 3.0 Commission, Negotiation Fees, and Facility Fees

3.1 On or before the Facility is drawn down or otherwise utilized, the Organization shall pay a negotiation fee at the rate(s) indicated in part 9 above of the total Facility. The negotiation fee shall be deducted from the loan proceeds and is non-refundable, partly utilized and/or unutilized

3.2 Other commissions and SACCO charges shall be charged by the SACCO from time to time according to its tariff from time to time.

3.3 All sums payable by the Borrower to the SACCO in connection with the Facilities shall be paid together with any Value Added Tax (VAT) or other tax and duties that may be payable on such sums, at the rate then required by law

3.4 Insurance premium of ..... % per annum shall be recovered once off from the loan proceeds to cover death, permanent disability and loss of business goods through fire, forceful break in and political violence.

3.5 All insurable assets forming part of the SACCO's Security shall be comprehensively insured against theft/damage/fire for the full value thereof during the tenure of the Facility by an insurance company approved by the SACCO and in the SACCO's panel with the interest of the SACCO being duly noted on the policy document.

3.6 Upon the expiry of any insurance cover, the Organization shall within seven (7) days of such expiry deliver to the SACCO the relevant renewal advice failing which the SACCO shall be at liberty to effect such insurance at the Organization's cost without further reference to the Organization and debit the Organization's account with any amount paid by the SACCO.

## 4.0 Security

4.1 The Facility shall be secured by the following securities as indicated in part 7, 8 & 9 (the "Security & Guarantors"). The SACCO may from time to time issue a separate offer letter listing the Security for this Loan Application.

4.2 The Security to be taken by the SACCO shall be in a form agreed by the SACCO and shall be prepared, executed and perfected at the Organization's expense by advocates of the SACCO's choice.

4.3 Unless otherwise agreed by the SACCO, the Security shall be a continuing security, notwithstanding any intermediate payments or settlements of accounts, or the liquidation or dissolution of the Organization, as the case may be, or any change in the Organization's status constitution, control or ownership, for the payment of all sums including interest, fees, commission, costs, future absolute or contingent for which the Organization now is or may at any time hereafter be liable to the SACCO and is to be in addition to and without prejudice to any other security which the SACCO may now or

subsequently hold in respect of such liabilities.

4.4 Unless otherwise agreed by the SACCO, any security that is presently held by the SACCO for other SACCO facilities will also serve as security for these Facility and no property of the Organization which is subject to a mortgage, charge, pledge or lien in favour of or vested in the SACCO shall be redeemed and/or discharged except on payment not only of all money secured by the charge but also of all moneys secured under this Letter.

4.5 The Organization agrees that, in the event of devaluation of any of the Security, the SACCO may at its sole and absolute discretion, require that the Organization provides additional securities to adequately secure the Facility and/or require the Organization to reduce the amount owing under the Facility to match the appropriate loss in market value of the Security. If the Borrower fails to comply with such requirement within Five (5) Business Days, then the SACCO may at its sole and absolute discretion exercise any or all of its rights under clause 9 below.

## 5.0 Representations and Warranties

The Organization represents and warrants to the SACCO as follows: -

5.1 neither the acceptance of the Letter by the Organization nor the performance or observance of any of his/her obligations under the Letter conflict with, or result in, any breach of any law, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty by which the Organization is bound or cause, where applicable, any limitation on any of the powers whatsoever of the Organization howsoever imposed or on the right or ability of the Organization to exercise such powers to be exceeded;

5.2 there is no material litigation arbitration or administrative proceedings pending or, to the best of the Organization's knowledge threatened against the Organization;

5.3 all applicable taxes due and payable to the Kenya Revenue Authority or any other relevant authority have been paid;

5.4 to the best of the Organization's knowledge and belief after due inquiry, the Organization is not in violation of any of the Environmental and Social laws of Kenya or any of the environmental, health and safety guidelines as provided from time to time by the SACCO;

5.5 the Organization has not received nor is aware of any existing or threatened complaint, order, directive, claim, citation or notice from any authority or any material communication from any person with respect to any aspect of the Organization's compliance with any matter covered by the Environmental and Social Law or the environmental, health and safety guidelines;

5.6 the registered proprietor of the Property offered as security has disclosed his/her marital status to the SACCO and whether or not the Property is a matrimonial home/property;

5.7 the representations and warranties set out above are given and made on and as of the date of this Letter, shall survive the acceptance of this Letter and are continuing representations and warranties which are deemed to be repeated during the continuance of the Facility.

## 6.0 Covenants

6.1 The Organization shall from time to time at the request of the SACCO provide to the SACCO such information as the SACCO shall require relating to the Organization's finances and operations.

6.2 Except where the proceeds thereof are to be ploughed back to the Organization's business, and even then only with the prior consent of the SACCO in writing, the Organization shall not dispose of any of his/her fixed assets and/or immovable property.

6.3 (if the registered proprietor of the Property offered as security is an individual) the Organization will ensure that the chargor procures and provides to the SACCO within fourteen (14) days of the happening of an event which shall give rise to a spousal overriding interest as set out in Section 28(a) of the Land Registration Act, 2012 a consent to the Charge from the chargor's spouse/s in a format approved by the SACCO.

6.4 During the continuance of the Facility, the Organization shall comply with and shall not commit any offences under the provisions of the Environmental Management and Coordination Act, 1999 ("EMCA") and the Organization shall procure that all occupiers and owners (as defined in the EMCA) of the property comprising the Security shall comply with and shall not commit any offences under the provisions of the EMCA.

6.5 The Organization will not create any encumbrance or permit any encumbrance to subsist, arise or be created or extended over its assets to secure any present or future indebtedness of the Organization. For these purposes, an encumbrance includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, security interest, title retention, preferential rights of set off, counterclaim, SACCO's lien or other encumbrances securing any obligation of any person.

6.6 During the continuance of the Facility, the Organization will not do or cause or permit to be done anything which may in any way depreciate, jeopardize or otherwise prejudice the value to the SACCO of the any of the Security nor permit any person (other than the SACCO) to become entitled to any proprietary right or interest which might affect the value of the Security or any part thereof.

6.7 The Organization will at all times comply with and observe all covenants duties and obligations contained in this Letter and the Security.

## 7.0 Events of Default

In the event of: -

7.1 failure by the Organization to make any repayment of principal or payment of interest or other moneys in respect of the Facility on its due date; or failure to save as per the SACCO by Laws

7.2 a breach in the performance of any other term and condition of the Facility or any covenant by the Organization or any term and condition of any of the Security or any other security held by the SACCO for the Facility; or

7.3 the Borrower committing any act of Bankruptcy or becoming of

unsound mind; or

7.4 a distress, execution or other legal process being levied against any of the assets of the Organization and not being discharged or paid within 7 days; or

7.5 any indebtedness of the Organization becoming immediately due or payable or capable of being in default, or the Organization failing to discharge any indebtedness on its due date; or

7.6 any guarantor giving or purporting to give notice to terminate its liabilities under any guarantee in respect of the Facility; or

7.7 if the Organization is participating or is deemed to be participating in illegal activities money laundering, cheque kiting or corrupt activities or is charged or convicted of such activities by any court of competent jurisdiction; or

7.8 if any cheques or other negotiable instruments of the Organization are dishonoured by the SACCO or other institution for lack of funds whether the Borrower is charged in a court of law or not; or

7.9 it becoming unlawful for the Organization to perform all or any of his/her obligations under the Letter or the Security; or

7.10 it becoming unlawful or impossible for the SACCO to make, maintain or fund the Facility; or

7.11 any license, authorization, consent or registration necessary or desirable to enable the Organization to comply with its obligations to the SACCO are revoked, withheld or materially modified or fails to be granted or perfected or ceases to remain in full force and effect, or

7.12 the title to any property forming part of the Security for any reason being encumbered or terminated or threatened with either or if any encumbrance whatsoever or notification by virtue of any order, process, decree or notice including a charge or notification of charge is registered against such titles without the prior written consent of the SACCO; or

7.13 if the Organization is a partnership, upon the occurrence of a change in the partnership without the prior written consent of the SACCO; or

7.14 if the Organization is a private limited company changes its capital structure and procure that its directors will not permit any transfer of the shares in the Organization without prior consent of the SACCO; or

7.15 any representation or warranty made by the Organization hereunder or for the purposes of obtaining the Facility being incorrect in any material respects as of the date of which it is made or deemed to be made, or there being any material adverse change of the position as set out in such representation or warranty, then the SACCO's commitment to advance the Facility or any balance thereof shall cease and the whole amount of the outstanding Facility and all accrued interest or other amounts owing hereunder will become repayable forthwith on demand in writing made by the SACCO at any time. In addition, the Security held by the SACCO in respect of the Facility shall become immediately enforceable.

## 8.0 Set-Off

The SACCO may at any time and without notice to the Organization and notwithstanding any settlement of account combine or consolidate all or any of the Organization's accounts with the SACCO and set off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of any moneys obligations or liabilities of the Organization to the SACCO whether those liabilities be present, future, actual, contingent, primary, collateral, joint or several and the Organization expressly waives any rights of set off that it may have, so far as is permitted by law, in respect of any claim which it may now or at any time hereafter have against the SACCO.

## 9.0 Expenses and Indemnity

9.1 The Organization shall pay to the SACCO in cleared funds on demand all reasonable costs charges and expenses incurred on the accounts of the Organization, including without limitation, legal expenses, incurred by the SACCO in connection with the negotiation and preparation of this Letter and with the preparation and registration of the Security, and will reimburse the SACCO on demand all expenses incurred by the SACCO in suing for or recovering any sum due to the SACCO under this Letter or the Security or otherwise in protecting or enforcing its rights under this Letter or the Security, and the word "expenses" shall be deemed to include any sums which would be allowed to the SACCO in a taxation as between Advocate and own client.

9.2 The Organization shall pay in cleared funds all stamp duties and other taxes (if any) to which this Letter and the Security may be subject or give rise and will indemnify the SACCO against any and all liabilities with respect to or resulting from any delay or omission on the part of the Organization in the payment of such duties or taxes.

## 10.0 Appointment of Attorney

The Organization hereby irrevocably appoints the SACCO to be the Attorney of the Organization and in the name and on behalf of the Organization to execute and do any assurances acts and things which the Organization ought to execute and do under the covenants and agreements herein contained and generally to use the name of the Organization in the exercise of all or any of the powers hereby or by law conferred on the SACCO.

## 11.0 Assignment

The Organization shall not be entitled to assign all or any part of its rights obligations benefits hereunder without the prior consent in writing of the SACCO.

## 12.0 Confidential Information and Credit Checks

12.1 The SACCO may hold and process, by computer or otherwise, any information obtained about the Organization as a consequence of the application for the Facility.

12.2 The Organization confirms that the SACCO may at any time and from time to time at its sole discretion carry out credit checks with any of the licensed credit reference agencies on the Organization.

12.3 The Organization agrees that the SACCO may:-

a) include personal data of the Organization in the SACCO's customers' computer systems which may be accessed by other companies in the SACCO's group for credit assessment, statistical analysis including behavior and scoring and to identify products and services (including those supplied by third parties) which may be relevant to the Organization; and

b) permit other companies within the SACCO's group to use personal data and any other information it holds about the Organization on the SACCO's customers' computer systems to bring to its attention products and services which may be of interest to the Organization.

12.4 The Organization agrees that the SACCO may disclose any information relevant to the Organization and the Facility in the SACCO's possession relating to the Organization on terms that such recipient is to treat in confidence any confidential information so disclosed to it and further agrees that the SACCO may disclose personal data and/or information relating to the Organization or any Relevant Party outside the SACCO's group whether such personal data and/or information is obtained after the Organization ceases to be the SACCO's customer or during the continuance of the SACCO-customer relationship or before such relationship was in contemplation:-

a) for fraud prevention purposes;

b) to licensed credit reference agencies or any other creditor if the Organization is in breach of its obligations to the SACCO and the Organization agrees that such information may be used by other SACCOs or institutions in assessing credit applications and for debt tracing;

c) to the SACCO's external lawyers, auditors and sub-contractors or other persons acting as agents of the SACCO;

d) to any person who may assume the SACCO's rights under the Letter;

e) to any regulatory, fiscal or supervisory authority;

f) if the SACCO has a right or duty to disclose or is permitted or compelled to do so by law; and

g) for purposes of exercising any power, remedy, right, authority or discretion relevant to the Letter or the Security following the occurrence of an Event of Default, to any other person or third party as well.

12.5 The Organization acknowledges and agrees that, notwithstanding the terms of any other agreement between the Organization and the SACCO, the disclosure by the SACCO of information relevant to the Organization and the Facility in the circumstances contemplated in this clause does not violate any duty owed to the Organization either in common law pursuant to any agreement between the SACCO and the Organization or in the ordinary course of SACCO business and the customs, usage and practice related thereto and further that the disclosure as aforesaid may be made without reference to or further authority from the Organization and without inquiry by the SACCO as to the justification or validity of such disclosure.

### 13.0 Miscellaneous

13.1 Time shall be of the essence in respect of the Organization's obligations under this Letter.

13.2 No delay or omission on the part of the SACCO in exercising any right or power in respect of the Facility shall impair such right or power; and any single or partial exercise shall not preclude any other or further exercise of any such right or power or the exercise of any other right or power and the Organization expressly agrees and covenants with the SACCO that the Organization shall not plead limitation under the Limitation of Actions Act (Chapter 22 of the Laws of Kenya) or any other similar enactment. The rights and remedies of the SACCO in respect of the Facility are cumulative and not exclusive of any right or remedy provided by law.

13.3 Each of the provisions of this Letter is severable and distinct from the others as if at any time one or more of such provisions is or becomes, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

### 14.0 Notices

Every notice, request or other communication shall:

a) be in writing delivered personally or by registered post, email or electronic mode of communication; For email communication to the SACCO, the Borrower must have executed and email indemnity in favor of the SACCO. b) be deemed to have been received by the Organization, if delivered by hand, at the time of delivery or if sent by registered post, seven (7) days after the date of posting (notwithstanding that it

be undelivered or returned undelivered) (provided that if the date of transmission is not a Business Day it shall be deemed to have been received at the opening of business on the next Business Day); and c) be sent:-

(i) to the Organization at the address set out above; and  
(ii) to the SACCO at the address shown above, or to such other address in Kenya as may be notified in writing by the one Party to the other. All communications to the SACCO shall be effective only on actual receipt by the SACCO.

### 15.0 Law

This Facility Letter shall be governed by and construed in all respects in accordance with the Laws of Kenya. Nothing in this Paragraph shall limit the right of the SACCO to take proceedings against the Organization in any other Court of competent jurisdiction, nor shall the taking of proceedings at one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

### 16.0 Acceptance

16.1 Notwithstanding any provisions in this Letter (including the expiry dates of the Facility), the provisions of this Letter shall, unless the SACCO in its sole discretion decides otherwise by notice in writing to the Organization, continue in full force and effect until any renewal, extension or replacement Letter has been offered to and accepted by the Organization.

16.2 The offer contained in this Letter is available to the Organization for acceptance as provided in this Letter for a period of thirty days from the date of this Letter (the "Commitment Expiry Date") after which date the offer may be revoked at the SACCO's discretion.

16.3 The SACCO recommends that the Borrower seeks professional independent advice on the terms of this Letter in order to fully understand the implications and potential consequences of agreeing to these terms. Kindly signify your acceptance of the offer contained in this Letter by completing the Form of Acceptance, signing each page and returning to us not later than the Commitment Expiry Date the duplicate Letter

## PART 17: PRIVACY POLICY

At ACK IMANI TALENT SACCO ("AITS"), we take your privacy seriously.

We advise that you read and understand this summary as we want to ensure that you fully understand how and for what purposes your data is being used.

For more details about anything covered in this summary, please see our full Privacy Notice available at [www.ackimanitalentSACCO.com](http://www.ackimanitalentSACCO.com). You can also obtain a copy by visiting any of our branches.

### Your personal & Sensitive Data

While providing our services, we will collect some personal data about you, some of which will be termed personal and other sensitive.

Any personal data which we hold about you is collected directly from you through your interactions with us and our products and services.

There are some instances in which we will collect your personal data indirectly from: the public domain; people appointed to act on your behalf; other organizations; credit reference bureaus; fraud prevention agencies.

This information is needed so that we can provide products and services to you. If you do not provide the personal data asked for, we may be delayed or prevented from providing such products and services.

### Processing your personal and sensitive data

We process your personal data for the following purposes:

- Provide you with our products and services;
- Communicate information about products and services you have with us;

- Operate and maintain the products or services you have with us;
- Help us detect and prevent fraud;
- Protect our business interests;

### Fulfil legal or regulatory requirements.

We only collect your personal data for the purposes for which it was collected, or where we have a proper reason for using it.

### Processing with your consent

We will ask you for specific consent to process your information for direct marketing and for some special categories of personal data such as about your health.

In circumstances where you have provided your consent to the processing of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time.

### Storing your personal data

Our retention of your personal data aids AITS in complying to its legal and regulatory obligations and will only be used and accessed by those authorized to handle it.

We do retain your data for as long as is necessary. There are some instances we may retain your personal data, owing to legal responsibilities, relating to finance or audit purposes.

We have implemented measures to prevent your personal data from being lost, misused, or accessed without permission, as well as ensuring its confidentiality.

### Sharing your personal data

As part of our daily operations, we may from time to

time share your personal data with third parties as part of fulfilling our legal and or contractual obligations.

We will always ensure that those with whom it is shared with process it in an appropriate manner and take all necessary measures in order to protect it to the expected standards.

Some of the parties we may share your personal data with include;

- Our service providers and agents
- Representatives/advisers
- Credit Reference Bureau (CRB)
- Banks
- Debt collection agencies
- Organizations' employers
- Insurance providers

### Transferring Personal Data outside Kenya

We may transfer the personal information we collect about you to outside Kenya for processing.

To ensure your personal information receives an adequate level of protection we have put in place appropriate measures to ensure your personal data is treated by those third parties in a way that is consistent with Kenyan laws on data protection.

### Your legal rights

You have a number of rights relating to your personal data e.g., to see what we hold; to ask us to share it with another party; to ask us to update incorrect or incomplete details; to object to or restrict processing of it; to make a complaint; to

object to any automated decision making, and to withdraw any permission you have previously given to allow us to use your personal data.

**Complaint**

Should you have any complaints or queries about anything relating to the privacy of your personal data, or any other data protection issues, you can get in touch with us by:

Email: [info@ackimanitalentsacco.com](mailto:info@ackimanitalentsacco.com)

Post: P.O Box 75 Nakuru

**Marketing: Information about products, services, and promotions**

We would also like to send to you, from time to time, information about exclusive offers, promotions, discounts and new products or

services. If you are happy for us to contact you in this way, please tick the relevant boxes below. You can unsubscribe at any time.

I would like to receive information about exclusive offers, promotions, discounts and new products or services.

I would like to receive that information by (tick all that apply):

- E-mail
- SMS
- Phone
- WhatsApp

By signing this statement, you understand and acknowledge that ACK IMANI TALENT SACCO may collect, use, disclose or otherwise process

my personal data set out in my membership application form, and/or otherwise provided, for one or more of the purposes as stated in the respective Terms and Conditions and Privacy Notice, which in summary includes but is not limited to the following:

- processing my application for and providing me with services and products as well as services and products by external providers provided through ACK IMANI TALENT SACCO.
- administering and/or managing my relationship and/or account (s) with ACK IMANI TALENT SACCO; and
- collecting, sharing, and transferring your personal data.

**PART 18: SIGNED BY THE OFFICIALS**

	Name of Director(s) / Partner(s) / Official(s)	Position	Signature	Date
1.				
2.				
3.				
4.				
5.				

Relationship Officer:	Branch Name:	Signature :	Date:
Relationship Officer:	Branch Name:	Signature :	Date:
Branch Manager:	Branch Name:	Signature & Stamp:	Date:

**PART 19: FOR CHURCH LOANS ONLY**

Name	Position	Decision	Signature & Stamp	Date

**PART 20: APPROVAL CONDITIONS**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_