

Personal Loan Application Form 私人貸款申請表
Loan Scheme 貸款計劃

- | | | |
|--|---|---|
| <input type="checkbox"/> Plan 1 計劃一
Cash Out Commission Plan
佣金套現計劃 | <input type="checkbox"/> Plan 2 計劃二
Pre-approval Plan
預先批核計劃 | Repayment Method 還款方式
<input type="checkbox"/> Deduct from Commission 出佣扣數
<input type="checkbox"/> 12-month Instalments 12 個月分期供款 |
|--|---|---|

Loan Indication 貸款指示

Expected Loan Amount 欲借款額 \$ _____	Loan Purpose 貸款目的 _____
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Loan Amount Payment Method 提取款額方法

Please issue cheque in favor of my name 請發支票給本人抬頭

Please transfer to my bank account 請存入本人銀行 _____ 戶口號碼 _____

*以上存款戶口必須跟每月還款戶口相同

Personal Information 個人資料

English Name as printed on HK ID Card / Passport 香港身份證/護照之英文姓名	Name in Chinese 中文姓名
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HK ID Card / Passport No. 香港身份證/護照號碼	Mainland Travel Permit for Hong Kong and Macau Residents No. 港澳居民來往內地通行証號碼 (回鄉證)
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Date of Birth 出生日期	Nationality 國籍	Gender 性別 <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女
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Residential Address 住宅地址	Years(s) of Residing 住址居住年期
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Residential Status 住宅狀況 <input type="checkbox"/> Self Owned 自置 <input type="checkbox"/> Living with Family 與家人同住 <input type="checkbox"/> Quarter 公司宿舍 <input type="checkbox"/> Mortgaged 按揭 Monthly Payment 每月供款 \$ _____ <input type="checkbox"/> Rented-private 租用私人樓宇 <input type="checkbox"/> Rented-public 租用公屋 Monthly Rental 月租 \$ _____	Mobile Phone No. 手提電話 _____ Residential Phone No. 住宅電話 _____
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Owning Other Property Address 自置其他物業地址

Living with 與誰同住 <input type="checkbox"/> Alone 獨居 <input type="checkbox"/> Parents 父母 <input type="checkbox"/> Friends 朋友 <input type="checkbox"/> Relatives 親戚 <input type="checkbox"/> Spouse 配偶 <input type="checkbox"/> Dependents 子女 <input type="checkbox"/> Brother/Sister 兄弟/姊妹	Marital Status 婚姻狀況 <input type="checkbox"/> Single 單身 <input type="checkbox"/> Others 其他 <input type="checkbox"/> Married 已婚 No. of Children 子女數目 _____
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E-mail Address 電郵地址 _____	Education Level 教育程度 <input type="checkbox"/> University or above 大學或以上 <input type="checkbox"/> Secondary 中學 <input type="checkbox"/> Others 其他
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Employment Information 職業資料

Current Employment 任職機構名稱

Position 職位

Department 部門

Business Nature 業務性質

Years of Service 任職年期

Office Address 公司地址

Office Phone No. / Ext. 公司電話

Salary Type 收入類別

 Regular Salaried 固定受薪

 Non-regular Salaried 非固定受薪

Employment Type 職業狀況

 Salaried 受薪

 Self Employed 自僱

Monthly Salary 每月薪金

Other Income 其他收入

Relationship with Director / Employee of the Centaline Group 與中原集團董事/僱員關係

Are you (or any proposed guarantor) a relative / spouse of any of the directors or employees of the Centaline Finance Limited or its parent, Centaline Group, or the Group's subsidiary companies?

申請人(或任何指定之擔保人) 是否為中原財務有限公司或其母公司中原集團及集團之子公司董事/僱員之親屬/配偶?

Yes, please state his / her name in Chinese / English
是, 請填寫該人士之中/英文姓名 _____

No, I/we confirm that, at present, there is no such relationship. I/we agree to notify the Company promptly in writing if I/we (or any such guarantor) become so related.

否, 本人(等)證實現在與貴公司之董事/僱員並無親屬關係。倘日後本人(等)與貴公司之董事/僱員有任何親屬關係, 本人(等)同意盡速以書面通知貴公司。

Declaration and Signature 聲明及簽名

I declare that all information provided is true, correct and complete and I authorize Centaline Finance Limited (the "Lender") to exchange and disclose the information with any source that the Lender may choose. I agree that all personal data relating to me collected by the Lender from time to time may be used and disclosed in accordance with the Lender's policies on use and disclose of personal data as set out herein.

I confirm that no Credit Card and/or unsecured loan under my name issued or provided by any financial institution has been cancelled due to default in payment, and there is no current overdue payment exceeding 30 days in respect of any loan indebtedness (including credit cards and unsecured loans) with other financial institutions. I further confirm that I am not in the process of petitioning for bankruptcy nor have any intention to do so and no bankruptcy order has been made against me.

I confirm that, before submitting this application for personal loan, I have read, understood and agreed to all the terms contained in the loan agreement and all supplemental terms. I also acknowledge and understand the summary of the Money Lenders Ordinance and the content of the Notice to Customers relating to the Personal Data (Privacy) Ordinance.

I hereby acknowledge that I have been advised under s.22 of the Money Lenders Ordinance, any Agreement for loan shall not provide, directly or indirectly, for prohibiting repayment of loan by instalment. I fully understand the content of this document and agree to pay the outstanding principal and interest thereon by one lump sum if and when is required.

本人聲明各項填報資料均屬真實、正確及完整, 並授權 中原財務有限公司(“放債人”)可交換及披露本人所提供的資料予其他任何由放債人選擇之資料來源以用作資料查證或其他任何用途。

本人確認本人名下之由任何金融機構發出或提供之信用卡及/或無抵押貸款從沒有因為欠賬而被取消, 並確認本人現於其他金融機構貸款(包括信用卡及所有無抵押貸款)並沒有逾期繳款超過 30 日。本人進一步確認本人並沒向法院申請破產或意圖申請破產及從沒有被頒布破產令。

在提交申請表同時, 本人確認本人已詳閱、明白及同意此貸款合約之條款及附帶條件、放債人條例條文之撮要及有關個人資料(私隱)條例致客戶之通知。

本人在此確認本人已知道根據放債人條例“第 22 條”, 任何貸款協議, 不得直接或間接禁止以分期貸款的還款。本人充分理解本文件的內容, 並同意若有需要時一次性支付未償還本金及利息。

_____ (Date 日期)

Signature of Applicant 申請人簽署

For Centaline Finance Limited Use Only

Sales Name:

Staff ID:

Sales Signature:

To: Centaline Property Agency Limited
10/F,
Wharf T&T Centre, Harbour City,
7 Canton Road,
Tsim Sha Tsui, Kowloon

Dear Sirs,

Re : Consent to Release Data

I have applied for a personal loan from Centaline Finance Limited which will be secured by an assignment of my earnings and income in favour of Centaline Finance Limited.

I, the undersigned, hereby consent and authorize you to release of all information relating to my earnings and wages including my salaries, bonus, commission and all my other particulars of my employment to Centaline Finance Limited for the purpose of processing my application for personal loan and subsequently if the grant of loan is approved, you may release all the above information and all change of employment status, if any, to Centaline Finance Limited at any time during or after my employment with you while the loan is outstanding.

Date:

Borrower:

(Hong Kong Identity Card No. _____)

To: Centaline Property Agency Limited
10/F,
Wharf T&T Centre, Harbour City,
7 Canton Road,
Tsim Sha Tsui, Kowloon

Dear Sirs,

Re : Consent to Release Data for Marketing

I, the undersigned, hereby consent to and authorize you to release and transfer all of my personal information and data relating to my earnings and wages including my salaries, bonus, commission, change of my employment status if any, as well as all other particulars of my employment to Centaline Finance Limited from time to time otherwise than for gain, for the purpose of direct marketing and sales promotion of their financial services.

I acknowledge that you shall not so transfer my personal information and data to Centaline Finance Limited without my written consent and that I have the right to retract my consent at any time in writing when you will then cease transferring my personal information and data to Centaline Finance Limited and to notify Centaline Finance Limited not to further use my personal information and data for any purpose.

Date:

Name:

Hong Kong Identity Card No. _____

To: Centaline Finance Limited

Re: Intending Borrower Referral Confirmation

I / We refer to my / our application to you for a loan and hereby confirm that (Please choose ONE box as below):

(1)	<input type="checkbox"/> I / We have not entered into or signed any agreement with any third party for or in relation to the procuring, negotiation, obtaining or application of the loan, guaranteeing or securing the repayment of the loan
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OR

(2)	<input type="checkbox"/> I / We have entered into or signed an agreement with a third party for or in relation to the procuring, negotiation, obtaining or application of the loan, guaranteeing or securing the repayment of the loan (other than any agreement with solicitors instructed by me / us for the provision of legal services solely); The name and address of the third party are as follows: <input type="checkbox"/> Name: Centaline Mortgage Broker Limited Address: Unit 601 & 616, 6/F., Wharf T&T Centre, Harbour City, 7 Canton Road, Tsim Sha Tsui, Kowloon <input type="checkbox"/> Name: Ricacorp Mortgage Agency Limited Address: Room 1805, 18/F., Olympia Plaza, 243-255 King's Road, North Point, Hong Kong <input type="checkbox"/> Other third party Name of third party: _____ Address of third party: _____ (Please set out particulars of other third parties on a separate sheet signed by the intending borrower bearing the same date if there are more than one third party) I / We hereby provide a copy of each of the agreement / referral form with the third party or parties and understand that such agreement(s) will be attached to the loan agreement.
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IMPORTANT NOTE:

Please note that it is an offence for a person to fraudulently induce a money lender to lend money by false or misleading statement or dishonest concealment of material facts.

You should make full and honest disclosure of the above information on the involvement of any third parties in relation to the loan for the protection of your own interests.

Signature

Name:

HKID:

Address:

Date:

致：中原財務有限公司

關於： **擬借款人轉介確認**

關於我／我們向你申請貸款一事，現謹確認（請選擇以下其中一格）：

(1)	<input type="checkbox"/> 我／我們 <u>從未</u> 因促致、洽商、取得或申請該筆貸款，或因擔保或保證該筆貸款的償還，或由於與該等事務有關，而與任何第三方達成或簽訂任何協議
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或

(2)	<input type="checkbox"/> 我／我們因促致、洽商、取得或申請該筆貸款，或因擔保或保證該筆貸款的償還，或由於與該等事務有關，而與第三方達成或簽訂了協議（不包括我／我們委任的律師純粹為提供法律服務而達成或簽訂的協議）；第三方的姓名／名稱及地址如下： <input type="checkbox"/> 名稱： 中原按揭經紀有限公司 地址： 九龍尖沙咀廣東道 7 號海港城九倉電訊中心 6 樓 601 室及 616 室 <input type="checkbox"/> 名稱： 利嘉閣按揭代理有限公司 地址： 香港北角英皇道 243-255 號國都廣場 18 樓 1805 室 <input type="checkbox"/> 其他第三方 第三方的姓名／名稱： _____ 第三方的地址： _____ （如第三方的數目超過一名，請擬借款人另紙書寫其他第三方的詳情，並請在該紙上簽署並註明同一日期。） 我／我們謹此提供我／我們與每一名第三方簽訂的協議副本／轉介表副本各一份，並明白該等協議的副本會夾附於貸款協議內。
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重要提示：

請注意，任何人藉虛假、誤導性陳述或不誠實地隱瞞重要事實，而欺詐地誘使放債人貸出款項，即屬犯罪。

你必須完整和誠實地披露上述涉及貸款的第三方的資料，以保障你自己的利益。

Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for customers to supply Centaline Finance Limited. ("CFL") with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of credit services.
2. Failure to supply such data may result in CFL being unable to open or continue accounts or establish or continue credit facilities or provide credit services.
3. It is also the case that data are collected from customers in the ordinary course of the continuation of CFL's relationship with them, for example, when customers make bank account transactions.
4. The purposes for which data relating to a customer may be used are as follows:
 - a. the processing of applications for credit services and facilities;
 - b. the daily operation of the services and credit facilities provided to customers;
 - c. conducting credit checks (including without limitation upon an application for consumer credit and upon periodic review of the credit) and carrying out matching procedures (as defined in the Ordinance);
 - d. creating and maintaining CFL's credit scoring models;
 - e. assisting other financial institutions to conduct credit checks and collect debts;
 - f. ensuring ongoing credit worthiness of customers;
 - g. designing financial services or related products for customers' use;
 - h. marketing financial services or related products;
 - i. determining the amount of indebtedness owed to or by customers;
 - j. collection of amounts outstanding from customers and those providing security for customers' obligations;
 - k. assessing and analyzing any insurance claim and assisting insurance companies to conduct claim checks;
 - l. meeting the requirements to make disclosure under the requirements of any law binding on CFL or any of its branches;
 - m. enabling an actual or proposed assignee of CFL, or participant or sub-participant of CFL's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - n. exchanging information with merchants, service providers, suppliers, business partners and card issuers;
 - o. compiling statistical information and customer profiles;
 - p. developing, researching, designing, launching, promoting and marketing of any products or services by CFL or selected third party entities and monitoring the provision, operation and use of such products or services;
 - q. comparing data of customers and other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against customers;
 - r. maintaining a credit history of customers (whether or not there exists any relationship between the customer and CFL) for present and future reference; and
 - s. purposes relating thereto.
5. Data held by CFL relating to a customer will be kept confidential but CFL may provide such information to the following parties (whether in Hong Kong or abroad):
 - a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection, insurance, professional or other services to CFL in connection with the operation of its business;
 - b. any of the branches, subsidiaries, holding company, associated companies or affiliates of or companies controlled by or under common control with CFL;
 - c. any other person under a duty of confidentiality to CFL including a group company of CFL or a merchant or a business partner which has undertaken to keep such information confidential;
 - d. any banking, financial or other institution with which the customer has or proposes to have dealings;
 - e. any actual or proposed assignee of CFL or participant or sub-participant or transferee of CFL's rights in respect of the customer;
 - f. credit reference agencies and, in the event of default, to debt collection agencies;
 - g. any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - h. selected companies for the purpose of informing customers of services which CFL believes will be of interest to customers;
 - i. any insurance company and any association or federation of insurance companies; and
 - j. any person to whom CFL is under an obligation to make disclosure under the requirements of any law binding on CFL or any of its branches.
6. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:
 - a. to check whether CFL holds data about him and access to such data;
 - b. to require CFL to correct any data relating to him which is inaccurate;
 - c. to ascertain CFL's policies and practices in relation to data and to be informed of the kind of personal data held by CFL;
 - d. in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency;
 - e. in relation to consumer credit data which have been supplied by CFL to a credit reference agency, to instruct CFL upon termination of an account by full repayment to make a request to the relevant credit reference agency to delete such account data from its database provided that there has been no default in payment for a period in excess of 60 days on the account within 5 years immediately before account termination. In the event the account has had a default in payment lasting in excess of 60 days the account data shall be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge of the individual's bankruptcy as notified to the credit reference agency whichever is earlier.
7. In accordance with the terms of the Ordinance, CFL has the right to charge a reasonable fee for the processing of any data access request.
8. All requests for access to data or correction of data or for information regarding policies and practices and kinds of data held should be made in writing and addressed to:
The Data Protection Officer Centaline Finance Limited 14/F., Good Harvest Commercial Building, 515-517 Nathan Road, Kowloon, Hong Kong.
9. CFL may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. If the customer wishes to access the credit report, please contact the Data Protection Officer in writing.
10. CFL may from time to time access and obtain a credit report on the customer from a credit reference agency for reviewing any of the following matters in relation to the credit facilities granted: a) an increase in the credit amount; b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or c) the putting in place or the implementation of a scheme of arrangement with the customer.
11. Nothing in this Notice shall limit the rights of customers under the Ordinance.
12. If there is any inconsistency or conflict between the English and Chinese versions of this Notice, the English version shall prevail.

If a customer does not wish to receive promotional materials from CFL, please inform the Data Protection Officer in writing.

有關個人資料（私隱）條例（下稱「條例」）致客戶通知

1. 客戶在申請開立戶口，延續戶口及建立或延續財務信貸便利或要求中原財務有限公司（下稱「CFL」）提供信貸服務時，需要不時向 CFL 提供有關的資料。
2. 客戶若未能提供有關資料將導致 CFL 無法開立或延續戶口或建立或延續財務信貸便利或提供信貸服務。
3. 在客戶與 CFL 的正常業務往來過程中，CFL 亦會收集客戶資料，例如在客戶以銀行賬戶交易時。
4. 有關客戶資料將可作以下用途：
 - a. 審批信貸服務及備用額之申請；
 - b. 日常業務運作及為客戶提供信貸備用額；
 - c. 作信貸查核（包括但不局限於申請個人信貸及定期覆核信貸）及進行核對程序（按條例闡釋）；
 - d. 建立及維持 CFL 之信貸評分模式；
 - e. 協助其他財務機構作信貸查核及債務追收；
 - f. 確保客戶的信用維持良好；
 - g. 為客戶設計財務服務或有關產品；
 - h. 推廣財務服務或有關產品；
 - i. 確定 CFL 對客戶或客戶對 CFL 的債務；
 - j. 向客戶及為客戶提供擔保或抵押的人士追收欠款；
 - k. 評估及分析任何保險索償及協助保險公司進行保險索償查核；
 - l. 根據 CFL 或其分行須遵守的條例要求作出披露；
 - m. CFL 的確實或建議承讓人或參與 CFL 應收賬款權益的關係人或附屬關係人意圖為轉讓或參與事而獲得客戶交易作出評估；
 - n. 與商戶、服務供應商、產品供應商、商業夥伴及發卡者交換資料；
 - o. 編製統計數據資料及客戶概況；
 - p. 發展、研究、設計、推出、宣傳及推廣任何由 CFL 或指定之個別第三者供應人所提供的產品或服務，以及對提供、處理及使用該等產品或服務的情況進行監察；
 - q. 比較客戶及其他人的資料以作信貸查核，資料核實或提供或核實資料，不論目的是否為採取不利於客戶的行動；
 - r. 保留客戶的信貸紀錄（無論客戶及與 CFL 之間有否存在任何關係）以作現在和未來之參考；及
 - s. 與上述有關的用途。
5. CFL 將保密有關客戶資料，然而 CFL 可能提供有關資料予下述各方（不論於香港內或以外）：
 - a. 任何中介人、承包商、或提供行政、電訊、電腦、支付、證券結算、欠款追討、保險、專業或其他與 CFL 業務運作有關的服務的第三者服務供應人；
 - b. 任何 CFL 分行、附屬公司、控股公司、合伙或聯營公司或由 CFL 控制或參與共同管理之公司；
 - c. 任何對 CFL 有保密責任的人士，包括與 CFL 同一集團的公司或有保密資料承諾的商戶或商業夥伴；
 - d. 任何和客戶已有或建議有交易的任何銀行、財務或其他機構；
 - e. 任何 CFL 的確實或建議承讓人或參與 CFL 應收賬款權益的參與人或承讓人；
 - f. 信貸資料服務機構，及如有拖欠債務，則交予債務追收公司；
 - g. 任何提供或建議提供擔保或第三者抵押以擔保或保證客戶的責任的人士；
 - h. 特選的公司；目的是通知客戶有關 CFL 認為適合他們的服務資料；
 - i. 任何保險公司及任何保險公司協會或聯會；及
 - j. CFL 或任何分行依法例要求約束下，可獲得 CFL 在責任上應作披露的任何人士。
6. 根據條例中的條款及根據條例核准和發出的個人信貸資料實務守則，任何個人有權：
 - a. 查詢 CFL 是否持有其個人資料及有權查閱有關資料；
 - b. 要求 CFL 更正有關其個人不正確的資料；
 - c. 查悉 CFL 對於資料的政策及實務及獲知 CFL 持有關於其個人資料之類別；
 - d. 與個人信貸相關的，要求獲知何種資料是按慣例會向信貸資料服務機構或債務追收代理披露的，及要求提供進一步向有關信貸資料服務機構或債務追收代理提出查閱和更改其個人資料；
7. 根據條例的規定，CFL 有權就處理任何查閱資料的要求收取合理費用。
8. 所有關於資料查閱或改正資料，或關於獲得資料政策及實務資料種類的要求，應以書面形式向下列人士提出：
香港九龍彌敦道 515-517 號好收成商業大廈 14 樓 中原財務有限公司 資料保護主任
9. 當考慮客戶之信貸申請時，CFL 可能從信貸資料服務機構提取一份有關客戶之信貸報告。如客戶欲存取該報告，請以書面形式聯絡資料保護主任。
10. CFL 可就下述有關事項，在任何時間向信貸資料服務機構提取一份有關客戶之信貸報告，對已批出之信貸安排之作出檢討
 - a. 增加信貸額；b. 縮減信貸（包括取消或減低信貸額）；或 c. 與客戶制訂或推行債務安排計劃
11. 本通知不會限制客戶在個人資料（私隱）條例下所享有的權利。
12. 上列譯文如與英文原文有歧異，概以英文原文為準。

如客戶不欲收取 CFL 之宣傳資料，請以書面形式通知資料保護主任。

SUMMARY OF PROVISIONS OF THE ORDINANCE TO BE INCLUDED IN OR ATTACHED TO A NOTE OR MEMORANDUM OF A LOAN AGREEMENT

THE MONEY LENDERS ORDINANCE

The provisions of the Money Lenders Ordinance summarized below are important for the protection of all the parties to a loan agreement, and should be read carefully. The summary is not part of the law, and reference should be made to the provisions of the Ordinance itself in case of doubt.

Summary of Part III of the Ordinance-Money lenders transactions

Section 18 sets out the requirements relating to loans made by a money lender. Every agreement for a loan must be put into writing and signed by the borrower within 7 days of making the agreement and before the money is lent. A copy of the signed note of the agreement must be given to the borrower, with a copy of this summary, at the time of signing. The signed note must contain full details of the loan, including the terms of repayment, the form of security and the rate of interest. An agreement which does not comply with the requirements will be unenforceable, except where a court is satisfied that it would be unjust not to enforce it.

Section 19 provides that a money lender must, if requested in writing and on payment of the prescribed fee for expenses, give the original and a copy of a written statement of a borrower's current position under a loan agreement, including how much has been paid, how much is due or will be due, and the rate of interest. The borrower must endorse on the copy of the statement words to the effect that he has received the original of the written statement and return the copy as so endorsed to the money lender. The money lender must retain the copy of the statement so returned during the continuance of the agreement to which that statement relates. If the money lender does not do so he commits an offence. The money lender must also, upon a request in writing, supply a copy of any document relating to the loan or security. But a request cannot be made more than once per month. Interest is not payable for so long as the money lender, without good reason, fails to comply with any request mentioned in this paragraph.

Section 20 provides that the surety, unless he is also the borrower, must within 7 days of making the agreement be given a copy of the signed note of the agreement, a copy of the security instrument (if any) and a statement with details of the total amount payable. The money lender must also give the surety, upon request in writing at any time (but not more than once per month) a signed statement showing details of the total sum paid and remaining to be paid. The security is not enforceable for so long as the money lender, without good reason, fails to comply.

Section 21 provides that a borrower may at any time, on giving written notice, repay a loan together with interest to the date of repayment, and no higher rate of interest may be charged for early repayment.

This provision, however, will not apply where the money lender is recognized, or is a member of an association recognized, by the Financial Secretary by notice in the Gazette in force under section 33A(4) of the Ordinance.

Section 22 states that a loan agreement is illegal if it provides for the payment of compound interest, or provides that a loan may not be repaid by instalments. A loan agreement is also illegal if it charges a higher rate of interest on amounts due but not paid, although it may provide for charging simple interest on that part of the principal and interest outstanding at a rate not exceeding the rate payable apart from any default. The illegal agreement may, however, be declared legal in whole or in part by a court if the court is satisfied that it would be unjust if the agreement were illegal because it did not comply with this section.

Section 23 declares that a loan agreement with a money lender and any security given for the loan will not be enforceable if the money lender was unlicensed at the time of making the agreement or taking the security. The loan agreement or security may, however, be declared enforceable in whole or in part by a court if the court is satisfied that it would be unjust if the agreement or security were unenforceable by virtue of this section.

Summary of Part IV of the Ordinance-Excessive interest rates

Section 24 fixes the maximum effective rate of interest on any loan at 60% per annum (the "effective rate" is to be calculated in accordance with the Second Schedule to the Ordinance). A loan agreement providing for a higher effective rate will be unenforceable and the lender will be liable to prosecution. This maximum rate may be changed by the Legislative Council but not so as to affect existing agreements. The section does not apply to any loan made to a company which has a paid up share capital of not less than \$1000000 or, in respect of any such loan, to any person who makes that loan.

Section 25 provides that where court proceedings are taken to enforce a loan agreement or security for a loan or where a borrower or surety himself applies to a court for relief, the court may look at the terms of the agreement to see whether the terms are grossly unfair or exorbitant (an effective rate of interest exceeding 48% per annum or such other rate as is fixed by the Legislative Council, may be presumed, on that ground alone, to be exorbitant), and, taking into account all the circumstances, it may alter the terms of the agreement in such a manner as to be fair to all parties. The section does not apply to any loan made to a company which has a paid up share capital of not less than \$1000000 or, in respect of any such loan, to any person who makes that loan.

貸款協議的摘記或備忘錄所須包括或附有的本條例條文撮要

放債人條例

以下所列的《放債人條例》條文撮要，對保障訂立貸款協議的各方均至為重要，應小心閱讀。該撮要並非法例的一部分，如有疑問，應參閱《放債人條例》有關條文。

《放債人條例》第 III 部撮要—放債人進行的交易

本條例第 18 條列出關於放債人作出貸款的規定。每份貸款協議須以書面訂立，並由借款人於該協議作出後的 7 天內及於該筆款項貸出之前簽署。在簽訂協議時，須將已簽署的一份協議摘記，連同本撮要一份給予借款人。該摘記須載有該宗貸款的詳盡細則，包括還款條款、保證形式及利率。不符合上述規定的協議不得予以強制執行，除非法庭信納不強制執行該協議並不公平。

本條例第 19 條訂定，如借款人提出書面要求及就有關開支而支付訂明費用，則放債人須將該借款人在貸款協議下當時的債務情況(包括已還款項、到期或即將到期的款項及利率)的結算書正本及副本一份給予借款人。借款人須在該結算書的副本上簽註文字，表示已經收到該結算書的正本，並將經如此簽註的該結算書副本交回該放債人。放債人則須在與該結算書有關的協議持續期間保留該份已交回的結算書副本。如放債人不照辦，即屬犯罪。如借款人提出書面要求，放債人亦須供給與該宗貸款有關或與保證有關的任何文件的副本。但上述要求，不得在一個月內提出超過一次。放債人如無充分理由而沒有遵照本段所述的要求辦理，則不得收取在該等要求沒有照辦期間的利息。

本條例第 20 條訂定，除非保證人亦是借款人，否則須在協議作出後的 7 天內，給予保證人一份已簽署的協議摘記、一份保證文書(如有的話)及詳列須支付款項總額的結算書。如保證人在任何時間提出書面要求(不得在一個月內超過一次)，放債人須給予他一份已簽署並詳列已支付款項總額及尚欠款項總額的結算書。放債人如無充分理由而沒有遵照辦理，則不得在該項要求沒有照辦期內強制執行該項保證。

本條例第 21 條訂定，借款人以書面通知後，可隨時將貸款及計算至還款日期為止的利息償還，放債人不得因借款人提早還款而徵收較高利率。

放債人如是財政司根據《放債人條例》第 33A(4)條以憲報公告認可的放債人或認可的社團的成員，則上述條文不適用。

本條例第 22 條述明，任何貸款協議如訂定須支付複利或訂定不准以分期方式償還貸款，均屬非法。此外，任何貸款協議如訂定到期而未支付的款項須收取較高利率，亦屬非法，但該協議可訂定，未償還的本金部分及利息須收取單利，但利率不得超過在沒有拖欠的情況下須支付的利率；但如法庭信納，該協議如因不符合本條規定而成為非法並不公平，則可宣布該份非法協議全部或部分合法。

本條例第 23 條述明，如放債人在訂立貸款協議時或接受貸款保證時並未領有牌照，則與該放債人訂立的貸款協議及給予他的保證不得強制執行；但如法庭信納，該協議或保證如因本條規定而不能強制執行並不公平，則可宣布該協議或保證的全部或部分可予強制執行。

《放債人條例》第 IV 部撮要—過高利率

本條例第 24 條釐定任何貸款的最高實際利率為年息 60% (“實際利率”須按照本條例附表 2 計算)任何貸款協議如訂定更高的實際利率，則不得強制執行，而放債人亦可被檢控。此最高利率可由立法會予以變更，但已存在的協議則不受影響。對於向繳足股本不少於 \$1000000 的公司作出的貸款或作出如此貸款的人，本條並不適用。

本條例第 25 條訂定，在強制執行貸款協議或強制執行貸款保證的法庭法律程序中，或在借款人本人或保證人本人向法庭申請濟助時，法庭可查察該協議的條款，以視該等條款是否極之不公平或利率過高(實際利率如超逾年息 48%或立法會所訂的其他利率，即可單憑該理由而推定該利率過高)，而法庭在顧及所有情況後，可將該協議的條款更改，使其對協議各方均公平。對於向繳足股本不少於 \$1000000 的公司作出的貸款或作出如此貸款的人，本條並不適用。