



To our Valued Client, please complete this Application Form neatly (in blue ink) and attach all the required supporting documents (Please Print m, Details in BLOCK LETTERS ONLY)

SECTION A: PERSONAL DETAILS				SECTION B: EMPLOYMENT DETAILS		
Mr/Ms/Mrs <i>(Please circle)</i>	Surname			Title/Occupation		
First Name	Gender		Date Started / /	Length of Employment <input type="checkbox"/> Years <input type="checkbox"/> Months	Employment Type <input type="checkbox"/> Casual <input type="checkbox"/> Perm	
Date of Birth / /	Age	Is this your first Application? Yes No <i>(Please circle)</i>		Employer Name		
Postal Address			Employee number			
Residential Address <i>(Street)</i>			Employer's Address			
Suburb/Town		Province				
Mobile Number			Town/City			
Email Address			Province			
Account Name		Account Number	Bank			
Branch		BSB #	Phone Number			
Account Type		Nasfund / Nambawan Super ID		Attach Pay Slip of Last 3 Pays <i>(Please tick Appropriate)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
		Confirmation Letter of Employment Attached <input type="checkbox"/> YES <input type="checkbox"/> NO		Gross wage per fortnight K		
				Date of First Repayment / /		

SECTION C: LOAN REQUEST						
Loan Amount Requested	K	Interest Rate %		Purpose of Loan		
Repayable over (Number of fortnights)	<input type="checkbox"/> 1 Fortnight	<input type="checkbox"/> 2 Fortnights	<input type="checkbox"/> 3 Fortnights	Total Loan Payable		
	<input type="checkbox"/> 4 Fortnights	<input type="checkbox"/> 5 Fortnights	<input type="checkbox"/> 6 Fortnights	K		

This agreement is made on the date set out below and is between CashCow of PO Box 5061, Boroko, National Capital District, Papua New Guinea

And _____ of _____

By signing this application the Borrower acknowledges that the Borrower has read and understood the Terms and Conditions contained on the back of this document declares that particulars contained in this application are true and correct. Any incorrect information provided by the Borrower in relation with this application may result in CashCow suffering loss or damage and the Borrower hereby indemnified CashCow without limit in respect of all such loss or damage.

Your Signature (Borrower) _____ Witness Signature _____

Date: ___/___/___

Assessment Recommendation:

TO BE COMPLETED BY CASHCOW ONLY

Loan Amount (K)	Interest Rate %	Repayment Amount (K)	Date of First Repayment
Application Fee (K)	Repayment Source <input type="checkbox"/> Salary <input type="checkbox"/> PVA	Checklist Complete	
Amount Approved (K)	By	Date	

TERMS AND CONDITIONS OF PERSONAL LOAN AGREEMENT BETWEEN CASHCOW AND THE BORROWER

Definitions:

- a. Agreement - means the agreement resulting from CashCow's acceptance of the Offer and includes the terms and conditions contained herein.
- b. Annual Interest Rate - means the rate of interest as determined by CashCow and notified to the Borrower upon request.
- c. Borrower - means the applicant for the Loan who executes the Loan Application Form and who is approved by CashCow as the borrower of the Loan.
- d. Daily Default Rate - means the Default Rate divided by 365.
- e. Daily Interest Rate - means the Annual Interest Rate divided by 365.
- f. Default Rate - means the Annual Interest Rate + 4%.
- g. Employer - means the Organisation by which the Borrower (as defined) is employed at the time of the completion and execution of the Loan Application Form.
- h. Loan Application Form - means the application form to which these terms and conditions are attached.
- i. Fortnightly Repayment Amount - means the amount payable by the Borrower to CashCow every fortnight in reduction as per the Repayment Schedule
- j. CashCow - means CashCow Limited.
- k. Loan - means the amount of credit specified in the Schedule and arrangements pertaining thereto.
- l. Repayment Period - means the term of the Loan.
- m. Repayment Schedule - means the Repayments Schedule as determined by CashCow.
- n. Related Party - has the same meaning as in Section 2(3) of the Companies Act 1997.
- o. Salary Deduction Form - means an Irrevocable written direction from the Borrower to the Borrower's employer pursuant to which the Borrower's employer will deduct from the Borrower's salary all amounts owing to CashCow under this Agreement.
- p. Schedule - means the schedule to the Loan Application Form.
- q. Unpaid Daily Balance - means the total Loan Balance outstanding on any given day.

The Borrower hereby accepts the Loan upon the Terms and Conditions set out below.

1. **The Borrowers Obligation to Repay the Loan and to Pay Interest**
 - 1.1 The Borrower must repay the Loan and pay interest on the Loan and on all other amounts debited to its account as set out in this Agreement.
 - 1.2 Interest is calculated on the amount borrowed and total interest charged in advance.
 - 1.3 Unless CashCow otherwise agrees in writing the Borrower must make the repayments in the amounts and at the times set out in the Repayment Schedule. The parties agree that the repayments are calculated on the assumption that the Loan is fully disbursed, all repayments are made on time over the whole Repayment Period and no other amounts are debited to the Borrower's account during the Repayment Period. If any of these assumptions are incorrect, the repayments detailed in the Repayment Schedule may be insufficient to pay out the Borrower's liability under this Agreement and the Borrower must then pay CashCow the shortfall on demand or as otherwise required by this Agreement.
 - 1.4 CashCow will provide you with a payout figure if you want to repay the Loan at any time. This figure is the amount which you must pay to CashCow if you want to discharge all your obligations in respect of the Loan.
2. **Indemnity For Enforcement and Other Expenses**
 - 2.1 The Borrower agrees to indemnify CashCow against:
 - 2.1.1 all enforcement expenses (including lawyer's costs on a lawyer/own client basis) that CashCow reasonably incurs when exercising its rights against the Borrower or any third party following default under this Agreement; and
 - 2.1.2 all expenses, costs and damages (other than expenses referred to in clause 2.1(2.1.1) above) incurred by CashCow, directly or indirectly, as a result of the Borrower breaching any of its obligations under this Agreement or as a result of any untrue or misleading representation, warranty or statement made by the Borrower in connection with this Agreement.
 - 2.2 CashCow may debit the amount of any expenses, costs or damages referred to in clause 2.1 to the Borrower's account any time after the Borrower becomes liable to pay that amount. The Borrower must pay that amount to CashCow on demand. This indemnity continues after this Agreement terminates.
3. **Default Interest**

The Borrower must pay CashCow on demand, interest at the Daily Default Rate on any amount which is overdue under this Agreement or which become the subject of a judgment against the Borrower, calculated on a daily basis for each day it remains unpaid.
4. **Address For, And Application Of, Payments and Acceptable Payment Methods**
 - 4.1 Unless otherwise agreed by CashCow the Borrower must make all payments to CashCow by way of automatic deduction from the Borrower's salary or Standing Order. The Borrower must sign the Salary Deduction or Standing Order Form before CashCow provides the Loan to the Borrower. The forms will contain a statement of the total amount to be repaid inclusive of interest and charges and the number of fortnightly instalments.
5. **Default and Its Consequences**
 - 5.1 The Borrower Defaults under this Agreement if:
 - 5.1.1 The Borrower fails to pay on time any money payable by the Borrower to CashCow on any account; or
 - 5.1.2 The Borrower fails to comply with any of its obligations under this Agreement, or any other agreement or security that the Borrower has entered into with or granted to CashCow on any account; or
 - 5.1.3 any other person takes any step to exercise a power of, or obtain an order over any of the Borrower's property; or
 - 5.1.4 the Borrower is adjudged or becomes insolvent, or a trustee is appointed to administer the Borrower's property; or
 - 5.1.5 CashCow discovers that the Borrower gave it misleading or untrue information in applying for the Loan or otherwise under or in relation to this Agreement.
 - 5.2 If the Borrower Defaults:
 - 5.2.1 the Borrower must pay CashCow on demand the outstanding balance of the Loan and all other amounts owing or which may become owing under this Agreement; and
 - 5.2.2 CashCow may exercise its lawful rights.
6. **Rights not Waived**

CashCow may exercise any of its rights even if it has received money from the Borrower after a default has occurred, or if CashCow has negotiated with the Borrower after it defaults but has not agreed to postpone the exercise of its rights, or if CashCow delays in exercising its rights.
7. **Evidence**

A statement issued by any manager or accountant employed by CashCow containing statements as to an amount owing by the Borrower, the occurrence of any default, or the existence of any fact, will be sufficient evidence of the same unless the Borrower prove them to be false.
8. **Consent**

The Borrower agrees that CashCow and its related companies (the Parties) may exchange with each other any information about the Borrower including:

 - a. any information provided by me in this Agreement;
 - b. any other personal information provided by the Borrower to any of them or which they otherwise obtained about the Borrower lawfully;
 - c. transaction details or transaction history arising out of the Borrower's arrangements with CashCow.

If the Parties engage any service providers including any credit reporting agency to do something on their behalf then the Borrower agrees the Parties and the service providers may exchange with each other any information referred to above.

CashCow may provide any information referred to above to entities other than the Parties and service providers where this is required or allowed by law or where the Borrower has otherwise consented to this.

To enable CashCow to assess the Borrower's application the Borrower authorises CashCow to obtain from any credit reporting agency, a credit report containing personal and commercial information about the Borrower in relation to personal or commercial credit provided to the Borrower.

The Borrower understands that if the Borrower fails to provide any information requested in this form or does not agree to any of the possible exchanges or uses detailed above, the Borrower's application may not be accepted by CashCow.
9. **Employment**

If the Borrower leaves, retires or is dismissed or discharged from its current employment, all money owing by the Borrower under this Agreement will immediately become due and payable to CashCow and the Borrower hereby irrevocably authorises CashCow to collect the same from any money owing to the Borrower by the Borrower's Employer in respect of outstanding wages, holiday pay, long service leave and other entitlements. The production of a copy of this Agreement signed by the Borrower will be sufficient discharge for the Borrower's employer in relation to any payment made or to be made by the employer to CashCow. CashCow is also authorised to deduct any shortfall owing by the Borrower to CashCow from moneys to be paid to the Borrower from the Borrower's superannuation or retirement benefit as detailed in the Salary Deduction Form.
10. **Disbursement of Loan**
 - 10.1 CashCow is hereby authorised to pay the Loan into the bank account or Loan cash card nominated in the Schedule.
 - 10.2 CashCow is also authorised by the Borrower to deduct from the Loan any amounts outstanding from previous loans provided by CashCow and which are unpaid as well as any fees or charges under this Agreement.
 - 10.3 CashCow is not responsible for any loss that may be suffered by the Borrower arising out of any failure by CashCow to make the required deposit on a particular date.



CASHCOW
LIMITED

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Hagwa Street
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Phone: (+675) 70069190
Email: nickla@jbsengineers.com

11. Processing of Application

11.1 The Borrower acknowledges and agrees that CashCow may pay a commission or fee to a third party in connection with the Loan.

11.2 The Borrower will reimburse CashCow for any fee for processing or handling this application which the Borrower's Employer may charge CashCow.

12. Irrevocable Authority

The Borrower agrees to complete, sign and return to CashCow the Salary Deduction Form before the Loan is drawn down.

13. Miscellaneous

13.1 The Borrower certifies that he or she has read and understood the terms of this Agreement.

13.2 The Borrower authorises CashCow to insert the date that the Borrower signs this Agreement and to complete any blanks in this Agreement in order to give effect to its terms.

13.3 If CashCow requires, the Borrower must complete any additional documentation required in order to grant a Bill of Sale in favor of CashCow over the goods described in the Schedule.

13.4 CashCow agrees to provide the Borrower with one statement during the term of the Loan. Any additional statements requested by the Borrower will incur a processing fee as set by CashCow.

13.5 The Borrower agrees that he or she is responsible for ensuring that the Fortnightly Repayment Amount is made to CashCow's nominated account each fortnight.

13.6 No amendment to this Agreement will be valid or effective unless in writing and signed by or on behalf of CashCow.

13.7 This Agreement is governed by the laws of the Independent State of Papua New Guinea;

13.8 The Borrower agrees that any dispute in respect of this Agreement may be settled by the Courts of the Independent State of Papua New Guinea.

CRITERIA CHECKLIST **FOR LOANS**

- 1. CashCow Application Form**
- 2. 3X Latest Pay slip**
- 3. Letter of Confirmation from Employee**
- 4. Irrevocable Salary Deduction (ISD) OR standing Order from Bank**
- 5. 2 x Identification (Employment ID/ Passport/ Licence/NID)**