

Plot 4686 Kisugu-Namuwongo
P.O.BOX 8177, Kampala Uganda



Tel: +256 312 200 501
Email: sacco@img.co.ug

Loan Application – Letter of Offer

We confirm that your application for a Loan Facility has been approved. C-CARE STAFF SACCO is pleased to make available a loan facility on the terms and conditions set out in this Letter of Offer and subject to your acceptance and compliance with them.

On acceptance and signing of this Letter of Offer by you and C-CARE STAFF SACCO, this Letter of Offer together with all documents availed to you for execution will become binding documents between yourself and C-CARE STAFF SACCO.

You further agree that this Loan shall be governed by the terms and conditions set out in this Letter of Offer to be executed in accordance herewith.

Definitions

In this Letter of Offer, except where the context otherwise requires:

“Borrower” shall refer to **XXXXX (names of borrower)** and shall include but not limited to his legal representatives, successors in title and or permitted assigns.

“Lender” shall refer to C-CARE STAFF SACCO shall include but not be limited to its legal representatives, successors in title and or permitted assigns.

“Business Day” means a day on which the Lender is open for business.

“Closing Date” means the day on which the first disbursement of the Loan is made and will be the date of execution of this Letter of Offer, unless extended by the Lender, at the request of the Borrower.

“Default Interest” means any penalty or charge payable upon default of payment.

“Event of Default” means but is not limited to any of the case of failure to repay the loan according to schedule

“the Loan” means the amount or any balance thereof for the time being outstanding under this Loan Facility.

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“the Loan Security” means the loan security declared/provided for this loan

Interpretation

(a) Use of Singular, Plural and Gender Terms

The singular shall mean and include the plural and vice versa and gender shall mean and include all genders. “Person” and words denoting person shall include bodies corporate.

(b) Statutory Enactments

References to any statutory enactment shall mean and be construed as references to such enactment as amended and modified from time to time.

(c) Headings

Headings contained in the Letter of Offer shall not be considered in the interpretation of the Letter of Offer.

(d) Currency

The symbol “UGSHS” denotes Uganda Shillings currency and legal tender of Uganda.

(e) Applicable Laws

The Loan Facility shall be construed and take effect in accordance with the laws of Uganda and the rights, liabilities and obligations of the Lender and the Borrower shall be governed by the laws of Uganda and any proceedings to enforce such rights, liabilities or obligations shall be taken in the courts of Uganda.

PRINCIPAL LOAN AMOUNT.

The Lender has agreed to grant to the Borrower a loan in the principal amount of UGX.
.....Uganda Shillings (.... ushs) for purposes of
.....

DISBURSEMENT.

The Lender will disburse the full loan amount of UGX. _____/= to the
Borrower upon the Borrower meeting all the conditions of disbursement stated herein.

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INTEREST

The Loan will be subject to a monthly interest of % (per annum) until payment in full.

REPAYMENT OF THE PRINCIPAL LOAN AMOUNT.

The Borrower shall repay the loan and interest thereof not exceeding a period of..... month(s).

PENALTY

The borrower will be subject to a monthly penalty of..... % in incase of he or she defaults on his or her loan.

SECURITY

The Borrower will provide additional security to the satisfaction of the Lender whenever the lender deems it fit. These situations may include:

1. When the collateral given before is tempered with by the Borrower
2. The employee terms of employment come to an end with C-CARE either by resignation termination.
3. Any other situation that the lender deems it fit
4. For all Loans 15,000,000/= shs and above as approved by the 9th AGM that took place in 2024, shareholders are required to give additional security.
5. If the shareholder is an Ex-staff and is taking a loan more than 9,900,000/=, the client must give the additional security and it must be twice the loan taken.

Any costs associated with verifying/processing additional security shall be borne by the Borrower.

OTHER CONDITIONS

The Loan offer shall be subject to the Borrower furnishing the following documents:

1. A copy of National ID Card / Passport /employee ID card
2. Repayment plan (tick what is applicable)
 - a) Signed salary deduction form prior to disbursement of the Loan
 - b) Postdated cheques
 - c) Standing order
 - d) Other (please specify)

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REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants with respect to itself that:

Validity: Each Document to which he is a party has been in respect of this transaction, is or will be, duly authorized and executed by him and constitutes, or will when executed constitute, its valid and legally binding obligation, enforceable in accordance with its terms;

No Conflict: Neither the making of any Loan document to which it is a party nor the compliance with its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any indenture, mortgage, agreement or other instrument or arrangement to which it is a party or by which it is bound, or violate any Authorization, judgment, decree or order or any statute, rule or regulation applicable to it;

Financial Condition: has not suffered any change that has a Material Adverse Effect or incurred any substantial loss or liability and has not undertaken or agreed to undertake any substantial obligation;

MISCELLANEOUS

The Borrower shall not assign or transfer or purport or assign or transfer any of its rights or obligations under this agreement to any other person without the prior written consent of the other party.

If at any time any provision of this agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this agreement but the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby.

No variation of this agreement shall be effective unless made in writing and signed by or on behalf of each of the parties.

The Borrower shall procure that any connected person shall do, execute and perform and shall procure to be done, executed and performed all such further acts, deeds,

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documents and things as the Lender may require from time to time effectively to this fulfill his obligations under this Agreement.

A failure by any party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power or remedy. No custom or practice of the parties at variance with the terms of this agreement shall constitute a waiver of the rights of any party under this agreement. The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

11. DISPUTE RESOLUTION.

All disputes, ambiguities and questions that may arise between the parties hereto or their respective representatives or assignees touching or arising out or in respect of this Loan agreement or the subject matter thereof, shall be resolved by amicable settlement, failure of which, the matter shall be referred to Mediation, in accordance with the provisions of the **Arbitration and Conciliation Act Cap 4 Laws of Uganda**.

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12. LAW APPLICABLE

The laws applicable in performance of this agreement shall be the laws of the Republic of Uganda.

The parties hereby admit that this Agreement has been fully explained to them and they have understood the meaning of all the clauses of this Agreement and they have signed this Agreement with full understanding of the obligations herein.

IN WITNESS whereof the parties herein below have set their respective hands and /or seals hereunto, as of this day of..... 20.....

Signed by and on behalf of the said **LENDER (C-CARE STAFF SACCO)**

Names: Signature
Title.....

AND

Signed by the said **"THE BORROWER"**

Names: Signature

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IN PRESENCE OF:

Names: Signature.....