

申請定期貸款 / 銀行授信的客戶聲明書
APPLICATION FOR TERM LOAN/BANKING FACILITIES
ACKNOWLEDGEMENT

致：中國銀行(香港)有限公司

To: BANK OF CHINA (HONG KONG) LIMITED

1. 下方簽署人聲明在定期貸款/授信申請書上所述之資料全部屬實無誤，並同意該等資料作為銀行考慮定期貸款/銀行授信申請之根據。

Each of the undersigned declares that the information in the form of application for term loan/banking facilities is true and correct and agrees that the foregoing shall form the basis of your consideration of the Borrower(s)' application for term loan/banking facilities.

2. 各下方簽署人明白借款人同意 銀行把下述資料發放予就銀行向借款人提供任何貸款或融資而提供擔保或抵押品之所有或任何擔保人或抵押品提供者(下稱「有關人士」)：

Each of the undersigned acknowledges that the Borrower(s) agree(s) to your release of the following information to all or any guarantor(s) or provider(s) of security (the "Relevant Party(ies)") in respect of any loan or credit facilities extended by you to the Borrower(s):-

- (a) 證明借款人之債務將由有關人士擔保或作償還保證之合同之副本或摘要：

a copy of the contract evidencing the obligations to be guaranteed or secured by the Relevant Party(ies) or a summary thereof;

- (b) 不時送達借款人有關逾期還款之任何正式催繳通知之副本；及

a copy of any formal demand for overdue payment served on the Borrower(s) from time to time; and

- (c) 不時提供予借款人之最近賬戶結單 (如有有關人士要求的話)。

a copy of the Borrower(s)' latest statement of accounts provided to the Borrower(s) from time to time on request by the Relevant Party(ies).

3. 為着發放上述第 2 段的資料，以下各有關人士均同意任何涉及該有關人士的資料均可向其他的有關人士披露。

For the purpose of releasing the information mentioned in paragraph 2 above, each of the Relevant Parties below agrees that any information concerning such party can be released to other Relevant Party(ies).

4. 下方簽署人承諾任何時間以書面形式通知銀行下方簽署人任何資料，包括但不限於住址及/或聯絡電話及/或傳真號碼之更改。

Each of the undersigned undertakes at all times to notify you in writing of any change of his/her particulars including but without limitation his/her address and/or telephone number and/or facsimile number.

5. 各下方簽署人知道銀行張貼於銀行大堂的“資料政策通告”(下稱「通告」)的內容，並同意為使銀行能為借款人開立戶口、延續戶口及建立或延續銀行授信或向借款人提供銀行或有關的服務(包括但不限於提供一般授信)，需要向銀行提供有關的資料。各下方簽署人進一步授權銀行可按通告內列出的用途使用其資料，並知道銀行會將下方簽署人的資料保密，但銀行可能會將有關資料提供予通告內所列明的人士，或為使用於通告內所指的用途，或為遵守對銀行或其分行有約束力的法例、規條或指引而向其他人(包括收帳代表)作出披露。為核實各下方簽署人的資料，銀行有權接觸各下方簽署人的僱主(如適用)、銀行、諮詢人及其他人士以收集、交換資料及將銀行收集的資料與下方簽署人所提供的資料作出比較。銀行有權使用比較資料後的結果作出任何行動，即使該等行動對下方簽署人或其利益有不利的影響。各下方簽署人亦同意其資料可能會被傳送於香港以外的司法管轄區。

Each of the undersigned acknowledges that he/she has noted the content of the “Data Policy Notice” (the “Notice”) on display in your banking halls and agrees that it is necessary to supply you with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and related services to the Borrower(s) (including but not limited to the provision of general banking facilities). Each of the undersigned further authorizes you to use his/her data for the purposes set out in the Notice and notes that data held by you will be kept confidential but permits you to provide such information to the persons listed in the Notice or any other person(s) (including debt collecting agent(s)) for the purposes set out in the Notice or in compliance with any laws, regulations or directions binding on you or your branches. Each of the undersigned further authorizes you to contact any of his/her employer (if applicable), bank, referee or any other source for the purpose of obtaining or exchanging any information and to compare the information provided by each of us with other information collected by you for checking purposes. You are entitled to use the result of such comparison to take any action which may be adverse to the interest of or against any of us. Each of the undersigned also consents to his/her data being transferred to another jurisdiction outside Hong Kong.

6. 就上述第 5 段而言，各有關人士將被視為通告上所述的「資料當事人」。

For the purpose of paragraph 5 above, each of the Relevant Parties shall be deemed to be the “data subject” as referred to in the Notice.

7. 若以物業按揭作為抵押，以下條款將適用於借款人/抵押人：

Where mortgaged property(ies) is/are given as security, the following provisions shall be applicable to the Borrower(s)/Mortgagor(s):-

- (a) 物業抵押人明白及已被忠告授信將以物業作擔保，未能償還授信將引致銀行根據按揭之條款接管及出售物業。

The Mortgagor(s) understand(s), and has/have been warned, that banking facilities are to be secured on the property(ies) and default in payment of the banking facilities may result in your bank taking possession of, and selling, the property(ies) pursuant to the terms of the mortgage.

- (b) 借款人及物業抵押人同意在得到銀行書面批准後，始將上項按揭物業出租，銀行並有權重新釐訂貸款利率。由是項批准引起的一切有關費用(包括銀行以全數賠償基準計算的所有律師費)，概由借款人及物業抵押人負責。

The Borrower(s) and the Mortgagor(s) agree not to let the mortgaged property unless your prior written consent has been obtained and you shall have the right to re-determine the interest rate of the loan at your sole discretion upon giving the consent to let. All costs and expenses (including your solicitors' costs on full indemnity basis) incurred in giving the consent shall be borne and paid by the Borrower(s) and the Mortgagor(s).

- (c) (1) 物業須在一家銀行接納的保險公司購買火險，投保的金額為 原授信金額 / 物業的完全重置價值 / _____。借款人/按揭人可自行或透過銀行的指定代理人投保。

The property(ies) shall be insured against fire risks with an insurance company acceptable to you for the original facility amount / the full replacement value of the property(ies) / _____. Insurance may be taken out by the Borrower(s)/Mortgagor(s) or through your nominated agent.

- (2) 借款人/按揭人須提交予銀行一份以“中國銀行(香港)有限公司(檔號：_____)”為承接人的保單，連同保費收據，上述文件均由銀行代為保管。除非事先獲得銀行之書面同意，否則，保單條款之更改均一律無效。

The relevant insurance policy denoting “Bank of China (Hong Kong) Limited, (REF: _____)” as the mortgagee, together with the premium receipt, shall be lodged with you. No change to the terms of the insurance policy is to be effected unless with your prior written consent.

- (3) 在借款人/按揭人自行投保及/或選擇以物業的完全重置價值投保的情況下：

Where insurance is taken out by the Borrower(s)/Mortgagor(s) and/or full replacement value option is chosen,

- (i) 借款人/按揭人須於提取貸款之前或保單到期十五天前(視情況而定), 向銀行提交一份有效/已辦妥續期的正本保單、保費收據及一份經銀行認可的估價公司出具的估價報告(只適用於以物業的完全重置價值投保的情況); 及

the Borrower(s)/Mortgagor(s) shall submit to you, prior to drawdown or 15 days before expiry of the relevant insurance policy (as the case may be), the original of a valid/renewed insurance policy, the premium receipt, and a valuation report (applicable only if full replacement value option is chosen) prepared by a surveyor acceptable to you; and

- (ii) 保單須包含標準條款, 即 A7, A12, A13, A33, A34, B24 及 B25, 若銀行要求, 須包括附加險的條款, 即 EP01A, EP02A, EP03B, EP04A, EP05A, EP06(A,C &H), EP07A, EP08A, EP09C 及 EP10A。若選擇以物業的完全重置價值投保, 須再增加 A19 的條款。

the insurance policy should include standard warranties and/or clauses, namely, A7, A12, A13, A33, A34, B24 & B25 and, if so requested by you, clauses covering extra perils, namely, EP01A, EP02A, EP03B, EP04A, EP05A, EP06 (A,C & H), EP07A, EP08A, EP09C & EP10A. Where full replacement value option is chosen, the insurance policy should also include clause A19.

- (4) 貴行有權 (但非其責任)代借款人/按揭人投保。在不影響上文的一般性條件下, 若借款人/按揭人未能履行上述 7C(3)段的條款, 銀行有權, 並在此獲授權透過銀行的指定代理人, 以原授信金額代其投保。所有費用及開支由借款人/按揭人負責。

You shall be entitled (but not obliged) to take out insurance for the Borrower(s)/Mortgagor(s). Without limiting the generality of the foregoing, you shall be entitled and are hereby authorized to take out insurance through your nominated agent for and at the cost of the Borrower(s)/Mortgagor(s) for the original facility amount if the Borrower(s)/Mortgagor(s) fail(s) to comply with paragraph 7(c)(3)above.

借款人

Borrower(s):

日期 (Date):

有關人士

Relevant Parties:

物業抵押人 (Mortgagor(s)) *

日期 (Date):

擔保人 (Guarantor(s)) *

日期 (Date):

其他抵押品提供者 (Other Security Provider(s)) *

日期 (Date):

* 若不適用, 請予刪除

Please delete if inapplicable