

Restructured Instalment Loan "RIL" Terms and Conditions

1. In these terms and conditions, unless the context requires otherwise:

"Amount of Outstanding Indebtedness" means the amount as stated in any notice or communication to you by DBS.

"DBS" means DBS Bank (Hong Kong) Limited, which expression shall include its assigns or successor.

"First Repayment Date" means the date as stated in any notice or communication to you by DBS.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Monthly Installment Repayment Amount" means the amount as stated in any notice or communication to you by DBS.

"Monthly Repayment Date" means the date as stated in any notice or communication to you by DBS.

"Restructured Instalment Loan Account" means the account as stated in any notice or communication to you by DBS.

"Loan" means this Restructured Instalment Loan.

2. An amount equivalent to the Monthly Installment Repayment Amount must be deposited into the Restructured Instalment Loan Account on or before the Monthly Repayment Date of each month with effect from the First Repayment Date until the Amount of Outstanding Indebtedness is repaid to DBS in full.
3. Should a Monthly Repayment Date fall on a day that is not a bank business day, payment of that installment must be made on a bank business day before the relevant Monthly Repayment Date.
4. You may at any time repay the Loan to DBS in whole or in part. Repayment in addition to the Monthly Installment Repayment Amount must be made as multiples of the Monthly Installment Repayment Amount. If you repay the Loan in whole early, the relevant interest shall be calculated up to the NEXT Monthly Repayment Date and interest accruing after such date will be waived. However, prepayment of the Loan in part will not be entitled to any interest waiver.
5. If you default in repayment of any installment or fail to comply with any of the terms and conditions applicable to the Loan, DBS is entitled (but not obliged) to cancel the Loan and/or declare all or any part of the Loan be immediately due and payable, whereupon any outstanding balance of the Loan will become immediately due and payable.
6. DBS may, at its discretion, appoint debt collection agents and/or lawyers for collection of the outstanding balance of the Loan which has become due and payable or for enforcement of any of DBS' rights against you. You shall indemnify DBS on demand in respect of all reasonable collection costs and expenses incurred by DBS. The total collection costs to be recovered shall in normal circumstances not exceed 30% of the amount owing.
7. The Loan and its repayment mechanism are subject to review by DBS at any time from time to time. DBS reserves the right to amend any of the terms and conditions applicable to the Loan, cancel the Loan and/or declare that all or any part of the Loan together with accrued interest be immediately due and payable (whereupon they shall become immediately due and payable) or payable on demand (whereupon they shall immediately become payable on demand by DBS).
8. DBS is entitled, at any time and without notice, to combine or consolidate all or any of your accounts maintained with DBS (whether held in your sole name or jointly with others) and set off or transfer any such amount standing to the credit of any one or more of such accounts in or towards the satisfaction of the outstanding balance of the Loan and any other amount owed to DBS.
9. Please note that DBS may supply your personal data collected in the course of or in connection with the Loan to TransUnion Limited (or any other credit reference agency DBS may designate from time to time) and/or, in the event of any default in repayment, debt collection agencies and/or lawyers. The record retained by a credit reference agency of the debt restructuring arrangement made pursuant to these terms and conditions and any of your other credit transactions with DBS may be revealed to other authorized institutions in Hong Kong and have an adverse impact on your future application for credit/loan facilities.
10. If you are a borrower of or mortgagor for a secured loan granted by DBS, before you redeem or refinance the secured loan, you must have repaid the Loan in full.
11. You shall pay DBS a handling charge as set out in the Bank Charges Schedule in force from time to time, for each repayment returned for lack of available funds. You authorise DBS to debit my Loan account any such amounts so payable.
12. Communications delivered personally or sent by post will be deemed to have been delivered to you (where delivered personally) at the time of personal delivery or on leaving it at such address, or (where sent by post) 48 hours after posting. If any of your personal details (including my address, employment, permanent residence or telephone number) has been changed, you will promptly inform DBS in writing. You shall also notify DBS promptly in writing of any difficulty in repaying any indebtedness or in meeting any payment to DBS arising from the Loan.
13. No failure, act, omission or delay by DBS to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
14. These terms and conditions:
 - (a) are personal to you and your rights or obligations may not be assigned by you, but DBS may assign or otherwise dispose of all or any of its rights and obligations hereunder,
 - (b) shall be binding upon your executors, administrators and personal representatives; and
 - (c) shall be governed by and construed in accordance with the laws of Hong Kong and shall not operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong, and if they contain any provision which is invalid for any reason, shall be ineffective only to the extent of such invalidity, which shall not affect the validity of the remaining terms and conditions.
15. You agree to be bound by the terms relating to tax reporting, withholding and associated requirements specified in the Tax Requirements Notice from time to time issued by DBS, which are incorporated by reference into and shall form part of these terms and conditions. A copy of the Tax Requirements Notice is available on request at DBS' branches or from the website (www.dbs.com/hk).
16. You agree that a person who is not a party to these terms and conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).
17. (a) As a licensed bank, DBS is subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of DBS, its subsidiaries or Affiliates ("**Connected Persons**"). Unless otherwise declared or disclosed to DBS, you hereby confirm to DBS that you are not a Connected Person. You undertake to immediately advise DBS in writing upon becoming a Connected Person at any time while the Loan or other indebtedness to DBS is outstanding. (b) For the purpose of this clause 17, the following terms shall have the following definition:

"controllers" and "minority shareholder controllers" shall have the meanings used within section 83 of the Banking Ordinance (Cap 155 of the Laws of Hong Kong);

“Subsidiary” shall have the meaning ascribed to it in the Companies Ordinance (Cap 622 of the Laws of Hong Kong); and “Affiliates” in respect of a party, means any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party and “control” in this definition means (i) the direct or indirect ownership of 50% or more of the voting share capital of a party; or (ii) the entitlement to exercise, or control the exercise of 50% or more of the voting power of a party; or (iii) the ability of a party (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to direct the management and policies of another party or to control the composition of the other party’s board of directors or equivalent body.

18. If there is any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.

債務重組分期貸款條款及細則

- “每月還款日期”是指日期刊載於星展銀行給予客戶之戶口通告
“每月還款額”是指還款額刊載於星展銀行給予客戶之戶口通告
“債務重組分期貸款戶口”是指戶口刊載於星展銀行給予客戶之戶口通告
“首個還款日期”是指日期刊載於星展銀行給予客戶之戶口通告
“未償還債項”是指日期刊載於星展銀行給予客戶之戶口通告
- 由首個還款日期開始，你必須在每一個月的每月還款日期或之前將相等於每月還款額的款項存入債務重組戶口，直至未償還債項總額已全數清還予本行為止。
- 若某一個月的每月還款日期並非銀行營業日，該期還款必須在有關的每月還款日期之前的銀行營業日完成。
- 你可以在任何時候向本行償還全部或部分的分期貸款。在每月還款額以外的額外還款金額必須為每月還款額的倍數。若你提前全數清還分期貸款，有關利息須計至下一個每月還款日期為止，而該日之後累計的利息將予豁免。然而，提前償還部分分期貸款將不獲豁免任何利息。
- 若你沒有依時償還任何一期貸款或沒有遵守任何適用於分期貸款的條款及細則，本行有權(但非必須)取消分期貸款，及/或宣告分期貸款的全部或部分即時到期償還，而屆時分期貸款的任何未償還餘額亦會即時到期償還。
- 本行可酌情決定委任收債代理人及/或律師，以追收已到期償還但未收到的分期貸款餘額，或強制執行本行對你的任何權利。你須應本行的要求向本行彌償所有合理的收債費用及開支。在正常情況下，你須賠償的收債費用總額不會超出所欠金額的 30%。
- 本行可在任何時候及不時檢討分期貸款及其償還機制。本行保留權利修訂任何適用於分期貸款的條款及細則、取消分期貸款，及/或宣告分期貸款的全部或部分連同累計利息即時到期償還(即必須即時到期償還)或須應本行的要求加以償還(即在本行提出要求後須即時償還)。
- 本行可在任何時候無須給予通知而合併或重整你在本行的所有或任何戶口(不論屬個人或聯名戶口)，並將當中任何一個或以上的戶口的正數結餘用作抵消或透過轉賬以清還分期貸款的未償還餘額及任何其他尚欠銀行的金額。
- 請注意，本行在辦理分期貸款的過程中或在相關情況下所收集你的個人資料，可轉交環聯資訊有限公司(或本行不時指定的任何其他信貸資料機構)，及/或在你沒有依時還款的情況下轉交收債代理人及/或律師。信貸資料機構就本協議的債務重組安排及你在本行的任何其他信貸交易所備存的紀錄，可披露予香港其他認可機構，並可能對你日後的信貸/貸款申請產生負面影響。
- 若你是本行提供的有抵押貸款的借款人或按揭人，你必須先全數清還分期貸款，才可贖回抵押貸款或就有抵押貸款再作融資。
- 銀行收費
若任何還款因款項不足而無法完成，本人須向銀行支付手續費，該費用已詳列於不時有效的銀行服務收費表。本人並授權銀行從本人的貸款戶口扣除必須支付的費用。
- 通知安排
由銀行發出予本人的函件，如由專人送遞，在親身送遞或留放於有關地址後，即可視為已送達本人。如採用郵遞，於寄出後四十八小時即可視為已寄達本人。本人所申報的個人資料如有任何更改(包括地址、職業、永久居留地或電話號碼)，本人應從速以書面通知銀行。如本人有任何困難而未能償還債務，或未能對銀行履行因貸款引起的付款，本人亦必須盡快以書面通知銀行。
- 行使條款及細則的權利
銀行所作的任何行動或遺漏、延遲或沒有行使或執行任何權利，並不表示銀行放棄該等權利。銀行單次或部分行使任何權利或行使任何權利時有欠妥之處，均不足以妨礙銀行另行或進一步行使該權利或行使任何其他權利。
- 其他
本條款及細則：
(a) 適用於本人個人，本人不可轉讓本人的權利或義務，惟銀行可轉讓或處置其在本條款及細則下的任何或所有權利及義務；
(b) 本人的執行人、管理人或私人代表均受本條款及細則所約束；及
(c) 本條款及細則受香港特別行政區法律所管轄及據其解釋，任何條款如對任何責任施以豁免或限制，均以不違反香港特別行政區法律的規定為限。本條款及細則中任何條款如因任何理由而失效，則失效範圍僅為該條款，而不會影響其餘條款的效力。
- 稅務
本人同意受銀行不時發出的稅務要求通知內所訂明有關報稅、預扣稅及相關要求的條款約束。此等條款是因提述而被納入本條款及細則內，並構成當中的一部分。如本人需索取稅務要求通知，可向銀行的分行索取或在銀行網站(www.dbs.com/hk)下載。
- 第三者權利
本人同意任何人土若非本條款及細則的一方，不可根據《合約(第三者權利)條例》(香港法例第 623 章)強制執行本條款及細則的任何條文。
- 與銀行董事／僱員等的關係
(a) 銀行作為持牌銀行，在向任何與銀行、其附屬公司或聯繫公司的董事、僱員、控權人或小股東控權人有關連的人士(「關連人士」)提供貸款時須遵守若干限制。除非另有向銀行聲明或披露，本人向銀行確認本身並非關連人士。本人承諾在尚欠銀行貸款或其他負債的期間內，如本人在任何時間成為關連人士，本人將立即以書面方式通知銀行。
(b) 就本 18 條條款而言，以下詞語的定義如下：「控權人」及「小股東控權人」具有《銀行業條例》(香港法例第 155 章)第 83 條所界定的意思；「附屬公司」具有《公司條例》(香港法例第 622 章)所界定的意思；及「聯繫公司」就任何一方而言，指直接或間接控制該方、被該方直接或間接控制或與該方直接或間接受同一人控制的任何其他法律實體，而在本定義中，「控制」指(i)直接或間接擁有某一方 50%或以上的有表決權股本；或(ii)有權行使或控制行使某一方 50%或以上的表決權；或(iii)某一方能夠(不論直接或間接及不論藉著擁有股本、享有表決權、合約或其他方式)對另一方的管理及政策作出指令或控制另一方的董事會或同等組織的組成。
- 本條款及細則的其他版本
若本條款及細則的中、英文版之間有任何歧異，概以英文版本為準。