

DECLARATION

I/We [Borrower(s)] agree to be bound by the following terms and conditions of the "BCP Bank (Mauritius) Ltd" (hereinafter referred to as "the Bank"):

1. I/We declare that all information given in this application is true and correct and that no relevant information which might affect the decision of the Bank in relation to my/our application, has been withheld.
2. I/We hereby agree to abide by the rules and regulations of the Bank.
3. I/We declare that all documents provided to the Bank are true and undertake to supply the Bank with the originals of the documents or duly certified true copies. I/We understand that the acceptance of my/our application for banking facilities, is subject to the Bank having sight of originals or duly certified true copies.
4. I/We understand that the Bank may, at its discretion, request for additional information. I/We undertake to provide such information as may be requested by the Bank including any and all information as may be required pursuant to the Bank's anti-money laundering obligations under the Financial Intelligence Anti-Money Laundering Act 2002 ("FIAMLA") and counter terrorism financing obligations under the Prevention of Terrorism Act 2002. I/We understand the Bank may treat my/our application for banking facilities, as being withdrawn if such request is not met within a reasonable period of time.
5. I/We hereby authorise the Bank:
 - a. To contact my/our employer(s) to enquire on my/our employment details including salaries;
 - b. To make enquiries at the Mauritius Credit Information Bureau ("MCIB") regarding any banking facility/facilities previously granted to me/us by any financial institution in Mauritius;
 - c. To provide the MCIB with relevant information of the present banking facilities (should these be granted), as the Bank is required by law and that such information be made available to other financial institution(s).
6. I/We acknowledge that the Bank reserves the right to accept or to decline my application for banking facilities at its sole discretion without the need to give any reason whatsoever.
7. I/We acknowledge that this application for banking facilities will be processed in due course by the Bank and that there is no guarantee as to time for processing or for an answer. I/we understand that it is my/our responsibility to contact the Bank for an update on the status of my/our application.



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8. The Bank will not be held responsible and will not be liable for any delays or time taken to consider or determine an application made using this website. The Bank will not be liable for refusing an application either.
9. I/We understand that the Bank is bound by the provisions of the Data Protection Act 2004, as may be amended from time to time. I/We agree and acknowledge that the Bank is required to collect personal data voluntarily communicated by me/us, for the purposes of my/our application for banking facilities, and I/we authorise the Bank to process my/our personal data as may be required by it, to honour its obligations towards me/us.
10. I/We undertake to inform the bank immediately in writing of any changes in any information, including but not limited to personal data, provided by me/us to the Bank in connection to this application.
11. I/We acknowledge that:
 - a. The Bank agrees not to reveal or otherwise disclose my/our personal data to any external party, unless:
 - (i) It is already in the public domain;
 - (ii) My/our express consent is obtained;
 - (iii) It is under legal obligation or any other duty to do so; or
 - (iv) Where the personal data is disclosed to any agent, third party service provider, professional adviser, any company of the "Groupe BCP", of which the Bank is a member, and the associated companies or any other person under a duty of confidentiality to "Groupe BCP" as well as to certain service providers within "Groupe BCP" and for administrative and/or for marketing purposes.
 - b. The foregoing disclosures may require that my/our personal data be transferred to parties located in other countries, including but not limited to [Insert countries], which do not offer the same level of data protections as my/our home country;
 - c. All information provided by me/us to the the Bank, may be held as records by the Bank and retained after my/our account is closed, for administrative legal and/or other purposes, for so long as the statutory period for the retention of such records, or for so long as any relevant statutory time bar to civil action would not have lapsed.
12. I/We agree and consent that the Bank or any member of "Groupe BCP" or any third party service providers, as appointed by the Bank (located in or outside Mauritius), from time to time, may use, maintain, process or store any of my/our personal data obtained and/or collected during the opening and continuation of my/our account even after the closure of my/our account(s) for administrative, legal and/or other purposes for so long as statutory period for the retention of such records may apply, or for so long as any relevant statutory time bar for civil actions would not have lapsed.



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13. I/We authorise the Bank to debit my/our account of all fees¹ such a survey fees, search fees, certificates of assets and charges which may be incurred with respect to this application or I/we will make a cash deposit to settle same. I/We understand that the above fees are charged upfront upon application of the credit facility irrespective of whether the request is approved or not.
14. I/We formally declare and undertake to disclose to the Bank in writing any subsequent banking facility/facilities that may be applied for, by me/us from or granted to me/us by other lending institution(s).
15. I/We unreservedly certify having taken cognisance of the terms and requirements of the Borrower Protection Act 2007 which applies, in the main, where the amount applied for is less than 3 million Mauritian Rupees.
16. I/We acknowledge and understand that, notwithstanding any provision to the contrary, the following procedure shall apply, where my/our application for banking facility/facilities is up to 300,000 Mauritian Rupees:
 - a. The Bank shall issue an acknowledgment of receipt to me/us, at the time I/we submit my/our application;
 - b. The Bank shall request from me/us, the communication for all missing information pertaining to my/our application at once;
 - c. The Bank shall dispose of my/our application within a period of 2 months from the date of receipt of complete information from me/us;
 - d. The bank shall summarily inform me/us in writing of the reasons of refusal of my/our application.
17. I/We further undertake to immediately inform the Bank and my guarantors, if any, should I, be unable to repay any instalment due to the Bank or to any other lending institution(s), or should there be a material change in my/our financial circumstances.
18. I /We acknowledge that the Bank will not be liable for any losses, costs or damages resulting from the use of this website or from this website not being accessible or for delays in accessing this website. We/I understand this website may be subject to electronic error, failure or interruption.
19. I/We understand that third-party links are provided solely for my/our convenience and that the Bank is not responsible for the information they provide.

¹ A schedule of the fees is available for inspection at our web site



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20. I/We understand that the use of this website and information downloaded from it may cause damage to my/our property, including but not limited to loss of data and computer viruses and we/I acknowledge that the Bank will not be responsible for such occurrence(s).
21. I/We acknowledge that it is my/our responsibility to take appropriate steps to protect my/our system and/or information stored on my/our system from viruses and from unauthorised third party access.
22. I/We acknowledge that, as a rule, and subject to Paragraph 16, the Bank will endeavour to deal with an application within 8 working days.
23. I/We acknowledge that any commitment by the Bank to respond to an application within a specified timeframe is on a best endeavour and non-binding basis. The time taken to process an application may vary in light of information available and the ability of the Bank to properly assess the risks associated with the application.