

General Terms and Conditions for Personal Exclusive Revolving Credit

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මෙම ලේඛනයේ ඉංග්‍රීසි හෝ දමිළ භාෂා පරිවර්තනයක පිටපතක් ඔබට අවශ්‍ය වේ නම්, කරුණාකර අපගේ නිල පොදු වෙබ්අඩවිය වන www.hsbc.lk වෙත පිවිසෙන්න, නැතිනම් අපගේ ඕනෑම ශාඛාවකින් ඉල්ලා සිටින්න.

இந்த ஆவணத்தின் ஆங்கில மற்றும் சிங்கள மொழிபெயர்ப்பு தேவைப்படின் தயவுசெய்து www.hsbc.lk என்ற எமது இணையத்தளத்தை நாடவும் அல்லது எமது கிளை ஒன்றில் கேட்டுப் பெறவும்.

Terms and Conditions for Personal Exclusive Revolving Credit

In consideration of The Hongkong and Shanghai Banking Corporation Limited, Sri Lanka Branch (hereinafter referred to as "the Bank/ HSBC") offering to grant me a Personal Exclusive Revolving Credit facility (hereinafter referred to as the "PERC Facility") ; I, the borrower hereby undertake and agree to the following terms and conditions;

1. I acknowledge that the PERC Facility shall only be granted to me by the Bank subsequent to internal credit verification and subsequent to the PERC Facility being approved by the Bank.
2. I agree that the interest rate for the PERC Facility is subject to change from time to time according to market interest rates as determined by the Bank and payable to the debit of my account opened and maintained with the Bank in respect of the PERC Facility (the "PERC Account") together with applicable taxes and other applicable statutory dues thereon.
3. I agree that interest shall be charged on the PERC Facility in the following manner:
 - Interest shall be calculated daily on the outstanding balance at the rate applicable to the PERC Facility (which is subject to change from time to time) and be debited to the PERC Account on the statement date of each month or at any such intervals as the Bank may require with notice to you.
4. I undertake to pay to the Bank on first demand all sums due plus interest, expenses and any other charges which may be levied in accordance with the Bank's requirements and standing regulations in force from time to time. The Bank has the option to claim settlement of all my liabilities to the Bank and to modify or cancel the PERC Facility granted to me at its discretion (and whether for breach of the terms and conditions hereof or otherwise) without any obligation to state reasons or justification for such measures by delivery of fourteen (14) days prior written notice to me either by post or by any electronic communication channel/medium the Bank deems fit.
5. I agree to pay to the Bank a minimum of 5% or above (as declared) of the outstanding balance (principal plus interest) of the PERC Facility during the repayment period which is 20 calendar days from the 20th of each month or any other period specified by the Bank.
6. I agree that handling fees for an increase in limit of the PERC Facility or any other charge applicable shall be debited to the PERC Account and reflected in the statement of account.
7. I undertake that if I fail to pay the minimum amount due by the payment period, a late payment fee shall be charged and debited to the PERC Account at such rates as published in the Bank's tariff which is displayed on the official website of the Bank at www.hsbc.lk
8. I undertake that all amounts of interest, commission, expenses or charges debited to my PERC Account shall become part of my liability to the Bank and if the debiting of such amounts to my PERC Account causes the overdraft limit or such other limit as may be fixed at the discretion of the Bank to be exceeded, I undertake to repay the excess immediately.
9. I agree that no interest shall be due to me in respect of any credit balances in my PERC Account/Account(s) during the period of the PERC Facility except as may be agreed from time to time in writing in respect of specific sums or accounts.

10. I am aware that the Bank may refuse to honour any drawings, which if honoured would cause the PERC Account/Account(s) to exceed the authorised limit(s). The Bank has no obligation to inform me that such drawings have been refused. No extension, waiver or indulgence granted by the Bank or any of its officers shall prejudice the rights of the Bank hereunder. In the event of the authorised limit being exceeded, I acknowledge that any excess is subject to the terms and conditions of this arrangement.
11. I agree that any item credited by the Bank to my PERC Accounts/Account(s) including items drawn payable at the Bank are subject to clearance through the normal channels. Until such items are cleared, the Bank is entitled to exclude the value of items so credited for the purposes of calculating the overdraft interest.
12. I agree that any claim, summons, advice or notice relating to the PERC Facility which the Bank may desire to convey to me shall be deemed to have been duly given to me if given in writing by post to my address last known to the Bank or by any electronic communication channel/medium the Bank deems fit. Notice of changes in interest rates may also be given either by letter and/or messages in statements of the PERC Account and/or by displaying the changes on notice boards at branch offices of the Bank and/or by displaying the changes on the website of the Bank at www.hsbc.lk and/or by any electronic communication channel/medium the Bank deems fit.
13. I undertake to check carefully all statements of accounts received from the Bank. If within one month from the date of dispatch of a statement of account to my address, by post or, by any electronic communication channel/medium the Bank deems fit as it appears in the records of the Bank, no objection has been received from me then the balance shown therein will be considered correct and the fact that no communication has been received from me will be interpreted as a confirmation of the correctness of the PERC Account and I may not raise any objection in respect of any such statement of account.
14. I shall if the Bank may at any time so require to place as collateral security with the Bank and to its order all monies, shares, bonds and other documents of value that now or may in the future be deposited with the Bank in my name. The Bank shall as its sole discretion regard these as security for the settlement of the total amounts owed by me to the Bank under the PERC Facility or other banking facilities including interest charges and expenses.
15. I further agree that the Bank shall have a lien and right of set off (or similar right) over any of my property rights and interest which are in the Bank's custody and control, which rights may be exercised by the Bank and the Bank may at any time and without notice combine and consolidate all or any of the accounts held in my name irrespective of the title they come under, and/or set-off against the total balance outstanding of the PERC Facility all or any monies whatsoever and whether on current account or deposit account and in whatsoever currency which the Bank may at any time hold to my account at any of its offices.
16. I hereby declare that this authority to your Bank is irrevocable and shall continue to be in full force and effect until expressly revoked with the Bank's consent. The Bank shall at any time and at all times have the power and authority to exercise the right of appropriation without previous notice to me and without any previous demand whatsoever made from me for payment of any monies due by me to you notwithstanding anything to the contrary contained in any written or other law or any contract or writing executed hereafter by me or by the Bank.
17. I agree that a certificate by an officer of the Bank as to the amount due and owing to the Bank by me shall be sufficient and conclusive evidence for all purposes as to the actual amount due and owing.

18. I agree that I shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis arising out of any cancellation and/or recovery of the PERC Facility by the Bank.
19. I hereby confirm that I shall continue to remit my/our monthly salary to the PERC Account and shall not change this arrangement without the prior approval in writing from the Bank.
20. I hereby agree and authorise the Bank to appoint third party collection agents for recovery of all outstanding amounts under the PERC Facility. I agree to pay all the costs of collections of the outstanding amount with interest, legal expense should it become necessary, to take legal action to enforce payment.
21. I further confirm that the terms and conditions governing PERC Facility (the "terms and conditions") were explained to me at the time of me making this application and that I fully understand the provisions contained in the terms and conditions and I agree to be bound by the terms and conditions. I confirm that the copy of the said terms and conditions was handed over to me and I am aware that the terms and conditions are available on the website of the Bank at www.hsbc.lk and/or a copy of same can be obtained by me from any branch office of the Bank.
22. I agree that the Bank reserves the right to add, change and rescind any of these terms and conditions. Such changes to these terms and conditions will be communicated to me either by letter and/or messages in statements of the PERC Account and/or by displaying the changes on notice boards at branch offices of the Bank and/or by displaying the changes on the website of the Bank at www.hsbc.lk and/or by any electronic communication channel/medium the Bank deems fit.
23. I agree that the Bank may assign or transfer all or any part of its rights, benefits and/or obligations under the PERC Facility to any group office of the Bank, another bank or financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, by delivering to me a notice in writing. Such assignment or transfer shall take effect as from the effective date specified in the notice and the Bank shall thereafter be released from such rights, benefits and/or obligations which shall be assumed by the assignee/transferee set out in the notice. No assignment or transfer of any right, benefit or obligation under the PERC Facility shall be made by me.
24. I hereby agree that these terms and conditions shall be binding on myself my heirs, executors, administrators, successors or assigns.
25. These terms and conditions shall be construed and take effect in accordance with the laws of Sri Lanka and proceedings shall be brought in Colombo in the courts of Sri Lanka provided always that the Bank may if it so desires take proceedings in any other court in Sri Lanka or any other court in any other country or jurisdiction if it thinks fit in which event the laws applicable to such courts shall apply and I shall agree to submit to such other courts and such other laws and any legal costs, court fees and lawyer fees incurred shall be added to my indebtedness.
26. I confirm that the information given above is true and complete and that I have read, understood and accepted the terms and conditions under which the PERC Facility is granted dated this day of 20.....

27. I authorized the Bank to debit my secondary HSBC account (Current or Savings account) or pay roll account (account with HSBC to which salary is credited) for the overdue installments/s and defaults interest value, in the event if the installment is overdue on a monthly basis.
28. I agree and undertake to be bound by the laws and regulations of Sri Lanka, including but not limited to pertaining to foreign exchange, currently in force and as amended from time to time.
29. I confirm that as required by applicable laws and regulations prevailing from time to time, I have reported, and will continue to report, to all relevant competent tax authorities the assets and/or cash deposited on all my account(s) held with HSBC, as well as the income and gains generated by those assets and/or cash.

DISCLOSURE OF INFORMATION

30. I authorize the Bank to disclose information concerning me to any third party service providers appointed by the Bank or by to any of the offices of the HSBC group, to any party acquiring an interest in or assuming risk in or in connection with the PERC Facility, to any party in connection with any business transfer, disposal, merger or acquisition of the Bank, , to any of the offices of the HSBC group, to government entities and/or regulators as the Bank deems appropriate. This consent shall be effective even when I no longer hold the PERC Facility/Facilities with the Bank.
31. I hereby acknowledge that I have read and fully understood the terms and conditions of the PERC Facility and that I am aware of the obligations, liabilities and rights thereunder and accept the foregoing terms and conditions.
32. I further confirm that, I have duly filled in the information as required in pages 1 to 7 and I have not placed my initials on each page as confirmation thereof and my full signature placed hereto covers the contents of and applies to the entirety of this application.

CARDHOLDER SATISFACTION & FEEDBACK

Head Office 24 Sir Baron Jayathilake Mawatha Colombo 1

Branches

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| Bambalapitya (Premier Center) | No 123 Baudhdhaloka Mawatha, Colombo 4 |
| Nugegoda | No 171 Nawala Road Nugegoda |
| Kandy | No 27 Cross Street Kandy |
| Pelawatte | No 418 Pannipitiya Road Pelawatte |
| Union Place | No 163 Union Place Colombo 2 |
| Negombo | No 186 Colombo Road, Negombo |
| Moratuwa | No 198, Galle Road, Idama, Moratuwa |
| Jaffna | No 145, Kankasanthurai Road, Jaffna |

In the event you are not entirely satisfied in the manner in which you have been served, or if our products do not meet your expectations, please contact us at your earliest using one of the following options;

- Contact Customer Solutions. E-mail your concerns to customersolutions@hsbc.com.lk
- Write to us: The Manager Customer Experience, Wealth and Personal Banking, HSBC, No. 24, Sir Baron Jayatilleke Mawatha, Colombo 1.

While we prefer to always resolve any concerns raised with us to your complete satisfaction, you can also write to the Office of the Financial Ombudsman and request redress. Contact details of the Ombudsman are;

- The Office of the Financial Ombudsman - Sri Lanka, 143A, Vajira Road, Colombo 5
- Tel : + 94 112 595 625
- Fax : + 94 112 595 624
- E-mail : info@financialombudsman.lk
- Web : www.financialombudsman.lk

Please visit our website www.hsbc.lk for further information.

“I/We hereby confirm and agree that in the event of any discrepancy in the English, Sinhala and Tamil versions of these Terms and Conditions the English version shall prevail.”

The Hongkong and Shanghai Banking Corporation Limited – Sri Lanka is a licensed commercial bank supervised by the Central Bank of Sri Lanka

Issued by the Hongkong and Shanghai Banking Corporation Limited – Sri Lanka Branch.

HSBCPERCMAR2025 (E)