



YOUTH ENTERPRISE DEVELOPMENT FUND BOARD

MIGRATION LOAN APPLICATION FORM

| | | | | | |
|---|--|---|---|---|-------------|
| COUNTY: | | CONSTITUENCY: | | WARD: | |
| Loan Amount: | | Repayment period months: | | Affordable Amount: | Installment |
| DESCRIBE PURPOSE OF THE LOAN | | | | | |
| | | | | | |
| PERSONAL DETAILS FOR BORROWER | | | | | |
| Applicant's Name: | | | | | |
| ID/PP Number: | | Postal Address: | | No. Of Dependents: | |
| PIN Number: | | Postal Town: Code: | | Education Level: | |
| Date of Birth: | | Telephone No: | | Gender: M <input type="checkbox"/> F <input type="checkbox"/> | |
| Nature of residence: Rented <input type="checkbox"/> Own <input type="checkbox"/> Other <input type="checkbox"/> | | Name of Chief/Ass. Chief: Telephone No: | | | |
| Email Address: | | | Marital status: Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> | | |
| PERSONAL DETAILS FOR THE SPOUSE | | | | | |
| ID/PP Number: | | Postal Address: | | | |
| PIN Number: | | Postal Town: Code: | | Education Level: | |
| Date of Birth: | | Telephone No: | | Gender: M <input type="checkbox"/> F <input type="checkbox"/> | |
| NEXT OF KIN'S DETAILS | | | | | |
| ID/PP Number: | | Postal Address: | | Town: | Code: |
| PIN Number: | | Email: | | | |
| Relationship: | | Telephone No: | | Gender: M <input type="checkbox"/> F <input type="checkbox"/> | |
| CONTRACT DETAILS | | | | | |
| Name of Local Recruitment Agent (if applicable) | | | | | |
| Employer Abroad | | | | | |
| Recruiting Agent Abroad (If applicable) | | | | | |
| Destination Country | | | | | |
| Nature Of Work | | | | | |
| Duration/Tenure Of Work | | | | | |
| Remuneration (Gross) | | | | | |

| BUDGET BREAKDOWN FOR LOAN REQUESTED | | |
|-------------------------------------|-------------------|--------|
| NO. | ITEM/ PARTICULARS | AMOUNT |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| TOTAL | | |

| BANK ACCOUNT DETAILS | | | | | |
|--|--------------|----------------|------------------|--------------------|--------------------|
| Bank Name:..... Account No: Branch Name: | | | | | |
| CREDIT HISTORY | | | | | |
| Have you ever applied for a loan before? Yes () No (). If yes, please provide details below: | | | | | |
| Name of Lender | Date Applied | Amount of Loan | Duration of Loan | Monthly Instalment | Amount outstanding |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

| TO BE SIGNED BY APPLICANT | | |
|--|-----------------|------------|
| Name _____ | Signature _____ | Date _____ |
| TO BE SIGNED BY SPOUSE (IF APPLICABLE) | | |
| Name _____ | Signature _____ | Date _____ |

GUARANTOR FORM 1. (PARENT/GUARDIAN)

Name ID NO. Phone No:

Signature Date

Email address:..... Postal address: Code.....Town

GUARANTOR FORM 2. (PARENT/GUARDIAN)

Name ID NO. Phone No:

Signature Date

Email address:..... Postal address: Code.....Town

MAPS FOR DIRECTIONS

DRAW A MAP SHOWING DIRECTION TO RESIDENCE OF APPLICANT



CONFIRMATION BY RECRUITMENT AGENT (FOR LOCAL AGENTS)

We..... confirm that.....of ID No..... has been duly recruited by us to work in....., as aWe undertake to disclose any information regarding the applicant which may affect the performance of this loan. We also confirm that our agency is duly registered and complies with labour laws relating to recruitment and rights of workers.

We therefore confirm to the Fund, by signing and stamping this letter that the applicant has been fully vetted by the agency and in case of default, the agency undertakes to support the Fund in its recovery efforts.

Name of Authorised Officer: _____

Signature:

Phone Number: _____

Date & Stamp/Seal:

FOR OFFICIAL USE ONLY

COUNTY VETTING COMMITTEE DECISION:

Decision date and stamp: Recommended Pended Declined

Remarks

Name: Signature: Date.....

Name: Signature: Date

Name: Signature: Date

Name: Signature: Date

VERIFICATION OF PREVIOUS BORROWING BY HQ STAFF

.....

NameSignature..... Date

HEAD OFFICE VETTING COMMITTEE DECISION:

Decision date and stamp: Recommended Pended Declined

Remarks

Name: Signature: Date.....

Name: Signature: Date

Name: Signature: Date

Name: Signature: Date

MANAGER CREDIT, RECOVERY & RISK MANAGEMENT

Approved Pended Declined

.....

NameSignature..... Date



August 20, 2024

THE CHIEF EXECUTIVE OFFICER,
YOUTH ENTERPRISE DEVELOPMENT FUND
P O BOX 48610-00100
NAIROBI.

Dear Sir/ Madam,

RE: BANK ACCOUNT DETAILS

I/We advise you to use the below account details for payment of the loan advanced to

(Client's Names)

| | |
|----------------|--|
| Account Name | |
| Account Number | |
| Bank Name | |
| Branch Name | |

Yours Faithfully,

Name..... Signature Date.....

Name..... Signature Date.....

Name..... Signature Date.....

THE TERMS AND CONDITIONS OF THE LOAN FACILITY AND CONDITIONS OF OFFER

- a) All payments under this facility will be made without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes, levies, imports, duties and other charges. If the borrower is obliged by the law to make any such withholding or deductions, then the borrower will pay to the Fund in the same manner and at the same time additional amounts to ensure that the Fund receives a net amount equal to the full amount which the Fund would have received if no such deductions or with withholdings had been required.
- b) The borrower agrees to provide such information and documents concerning the Borrower's business, financial position and prospects as the Fund may request. The borrower agrees to avail all records to the Fund or its representatives upon reasonable notice. The review of these records may be done after the loan is paid off.
- c) Where the borrower is a company, it shall provide a certified copy of a resolution of its Board of Directors sanctioning the loan facility and authorizing two of its directors or one director and the Company Secretary to execute the offer and all other documents concerning the loan facility together with a certified document containing their specimen signatures.
- d) The borrower will maintain separate accounting records for all transactions relating to the loan and provide a reconciliation to the lender upon request.
- e) The Fund reserves the right to demand full repayment of the loan if it is determined that the borrower's performance is not in accordance with the original objective of the Fund's loan scheme.
- f) Draw down shall be conditional upon the perfection of the security as stipulated in the offer.
- g) The Borrower shall provide such further information as the Fund may request from time to time.

EVENTS OF DEFAULT

The following events will constitute default and cause any amount outstanding under the loan facility to become immediately due and owing and any commitments made hereunder by the Fund cancelled:

- a. The failure of the Borrower to observe or perform any of its obligations under the offer and/or the security documents or if any representation warranty or undertaking from time to time made to the Fund by the Borrower is or becomes incorrect or misleading in a material respect;
- b. If any circumstances arise which in the opinion of the Fund have or may have a material adverse effect on the Borrower's ability to perform its obligations under this offer and/or the security documents;
- c. The Borrower admits in writing of its inability to pay or the possibility of becoming unable to pay its debts generally as they fall due, or become bankrupt or insolvent, or file any petition or action for relief under any bankruptcy, re-organization or insolvency law;
- d. If any circumstances arise which in the opinion of the Fund have or may have a material adverse effect on the Borrower's ability to perform its obligations under the offer and/or the security documents;
- e. The Borrower admits in writing of its inability to pay or the possibility of becoming unable to pay its debts generally as they fall due, or become bankrupt or insolvent, or file any petition or action for relief under any bankruptcy, re-organization or insolvency law;
- f. In the case of a company, if proceedings are started for the Borrower's winding-up, dissolution, or re-organization (otherwise than while solvent and on terms previously approved in writing by the Fund) or for the appointment of a receiver, trustee or similar officer of any or all of the Borrower's revenues and assets;
- g. Any of the Borrower's indebtedness is not paid on its due date or becomes due prior to its stated maturity or any guarantee given by the Borrower is not honoured when due or called upon;
- h. Any governmental or other consent or exemption required to enable the Borrower to perform its obligations under the offer and/or the security documents is withdrawn or modified or it becomes for any reason unlawful for the Borrower to perform any of those obligations;

- i. An encumbrance takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the Borrower's property assets or revenues;
- j. Any judgement or order is made against the borrower and is not complied with within seven (7) days or if any execution, distress, sequestration or other process is levied or enforces upon or sued against any part of the borrower's property, assets or revenues;
- k. The borrower stops payments or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts as and when they fall due or if a notice is issued convening a meeting of its creditors or if it proposes or enters into any composition with its creditors generally or any class of its creditors;
- l. If any material part of the borrower's property, assets or revenues is sold or disposed of or threatened to be sold or disposed of whether in a single transaction or in a nationalised, compulsory acquired, seized or appropriated;
- m. If the charge or any other guarantee, indemnity or security for any monies obligation or liability hereby secured fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy, invalid or unenforceable;
- n. The borrower, without prior written consent of the Fund cease or threaten to cease to carry out business it presently carries out or any material part thereof in a normal course or it changes the nature or mode of conduct of its trading in any material respect;
- o. If any licence, authorisation, consent or registration at any time necessary or desirable to enable the borrower to comply with its obligations to the Fund or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect; or
- p. Any of the foregoing events occurs without prior consent in writing in relation to the borrower or any third party who now or hereafter has guaranteed or provided security for or given an indemnity in respect of any money obligation or liability hereby secured.

LOAN RECOVERY

- a) In the event of default, the Fund shall have the right to institute legal action against the Borrower for the full recovery of all monies lent with interest thereof and exercise powers of sale or appointment of receivers or receivers and managers pursuant to any security created in favour of the Fund.
- b) In the event of default, the Fund reserves the right to and may, if it deems it necessary to realize any security that may have been offered to it by the borrower.

COSTS

- a. The borrower shall pay all legal costs and other costs incurred by the Fund in connection with the loan or the enforcement of preservation of the Fund's rights. The borrower shall indemnify the Fund forthwith upon demand of any costs incurred by the Lender in taking any steps to obtain payment of monies due under the letter of offer including costs of enforcement of any security held and including costs of advocates on "an advocate and own client basis"
- b. The borrower shall bear the cost of the perfecting of such security(s) as it shall have offered the Lender including the fees of the "Advocates and/or Valuers appointed by the Fund for the purposes of perfecting such security."
- c. The borrower agrees to reimburse the Lender forthwith upon demand all costs (including stamp duties and advocates expenses) on the full indemnity basis incurred in connection with the establishment of the security (if any) and preparation of the necessary loan documents.



SHARING OF INFORMATION WITH CREDIT REFERENCE BUREAUS

The Borrower expressly hereby consents to the Fund sharing and accessing the Borrower's personal data and full file credit information with licensed credit reference bureaus in accordance with the Credit Reference Bureaus Regulations, 2013.

In connection with this application and/or maintaining a credit facility with the **Youth Enterprise Development Fund**, I/We authorize the **Youth Enterprise Development Fund** to carry out credit checks with or obtain my/our credit information from, a credit reference bureau. In the event of the account going into default, I/We consent to my/our name(s), transaction and default details being forwarded to a credit reference bureau for listing. I/We acknowledge that this information may be used by banking institutions and other credit grantors in assessing applications for credit by me/us, associated companies, and supplementary account holders and for occasional debt tracing and fraud prevention purposes.

I/We agree that the **Youth Enterprise Development Fund** may disclose details relating to my/our loan account to any third party including credit reference bureaus, if in the Lender's opinion such disclosure is necessary for the purposes of evaluating my/our creditworthiness or any transaction with or credit application made to the Lender or such third party, maintaining my/our Account with the Lender or for any other lawful purpose.

- a) I/We agree that the Lender may disclose details relating to my/our loan account including details of my/our default in servicing financial obligations on my/our loan account to any third party including credit reference bureaus for the purpose of evaluating my/our credit worthiness or for any other lawful purpose
- b) I/We declare that all information provided as part of this application conforms to reality and assume full responsibility for its accuracy.
- c) By my signature, I hereby authorize collection of references, from any source whatsoever, concerning my person, conduct and commercial credit
- d) I further authorize the issuance of reports regarding my credit history to Youth Enterprise Development Fund Board and hereby absolve the reporting party of all responsibility.

REPAYMENTS

- a. The borrower will make all payments under or in respect to this facility on the due date to the Fund at such account as he Fund may from time to time instruct the borrower.
- b. All repayments received by the Fund in respect to the loan shall be credited only when payment is received in cleared funds. Any payment otherwise credited by the Fund in respect to the loan shall be subject to receipt of the cleared funds and shall not be deemed credited until such clearance.
- c. The Fund shall apply all payments received in respect of the loan in the following order: costs and expenses payable under this facility, accrued and unpaid interest, and principal.

Signed.....

Date

GOVERNING LAW

The offer shall be in accordance with the laws of the Republic of Kenya and the Borrower hereby submits to the jurisdiction of the Kenyan Courts. The submission to jurisdiction of the Borrower shall not prevent proceeding being brought in any other competent court.

GENERAL

Any Notice or request given by any party under the offer to the other party shall be in writing. It shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, cable, email, telex or telefax to the party to which it is required or permitted to be given or made at the relevant address for communication of such party which is specified in the offer or at such other address for communication as such party shall have designated by notice to the party giving such or making such request. Where it is impossible to contact the borrower directly due to the information to be passed relates to large pool of borrowers, a notice in a widely circulating daily newspaper will be deemed to be sufficient notice.

MISCELLANEOUS

- a. No indulgence by the Fund in respect of any rights hereunder will constitute or operate as a waiver of its said rights.
- b. No amendment or variation of the offer shall be valid or effective unless it is in writing by both the Fund and the Borrower.
- c. The Borrower acknowledges that no representation or inducements to enter into the Offer have been made whether orally or otherwise other than those specifically referred to herein.
- d. Any reference to the masculine gender shall include a reference to the feminine gender and vice versa. Reference to the singular shall include reference to the plural and vice versa.
- e. The borrower undertakes to notify the Fund immediately if its financial condition materially deteriorates from the date of its loan application
- f. Save as otherwise expressly provided, the terms of any other agreement entered into between the borrower and the Fund to the extent of any conflict or inconsistency shall be superseded by the Letter of Offer.
- g. If any of the provisions of the Offer is proved to be wholly or partly invalid or unenforceable this shall not affect the validity or force of the other provisions of this Agreement. In such case the borrower and the Fund shall replace such invalid or un-enforceable provision by another being in effect as nearly similar to the original provision as possible
- h. The borrower shall ensure that the loans will at all times constitute the direct, unconditional and general obligation of the borrower.
- i. The Borrower acknowledges receipt, reading and understanding of the terms and conditions of the loan facility and conditions of offer