

香港物業按揭之聲明、條款及細則

Declaration, Terms and Conditions for HK Property Mortgage

- 除了於財務資料部分申報之債務及信貸資料服務機構信貸報告內所列的債務外，本人/吾等確認並沒有其他債務。本人/吾等確認本申請書所列及其附帶文件所提供的資料均屬真實、正確、最新及完整。若中國工商銀行（亞洲）為了交換信貸資料、債務追討及/或其他合理原因下，本人/吾等授權中國工商銀行（亞洲）可與所有相關機構聯絡查證及向任何第三者披露關於本人/吾等的任何資料；
Apart from the debts listed in Financial Details and the debts on Credit Reference Agencies Credit Report, I/We confirm that I/We have no others debts that are not disclosed. I/We confirm that the information in this Application Form and any documents attached herewith or provided by me/us in relation to the application is true, correct, updated and complete. ICBC (Asia) is authorized to contact all relevant parties for verification purpose(s) and to disclose any information about me/us to any third parties for the purpose(s) of exchanging credit information, debt collection and/or any other reasonable purposes;
- 中國工商銀行（亞洲）將依賴此申請書內所填報之資料作出貸款批核決定，如在此申請書上所披露的主要事實於貸款提取前有所改變，本人/吾等承諾通告、修改及補充資料/文件，將此申請書上之內容予以修訂；
ICBC (Asia) will rely on the information contained in the Application Form and the declaration herein to approve the application and I/we undertake to inform, amend and supplement the information/ documents provided in the application if any of the material facts which I/we have disclosed in the application should change prior to the drawdown of the loan applied for;
- 倘若本申請不獲批核或批核之金額少於貸款申請金額，本人/吾等明白及同意中國工商銀行（亞洲）之決定，而中國工商銀行（亞洲）毋須提出任何理由；
I/We understand and agree that ICBC (Asia) reserves the sole right to decline this application or approved loan amount less than the one that I/we have applied for without disclosing any reason;
- 本人/吾等承諾在沒有取得中國工商銀行（亞洲）事先書面同意前不會將抵押物業進行二按或其他加按。如本人/吾等不遵守這項承諾，中國工商銀行（亞洲）可自行決定終止有關按揭貸款或改變其貸款額、貸款期及/或條款及細則；
I/We shall not enter into any second mortgage/ further mortgages over the mortgaged property without prior approval from ICBC (Asia). If I/We fail to observe this undertaking, ICBC (Asia) may at its own discretion withdraw the loan or repackage the loan with different loan amount and/or loan tenor and/or the terms and conditions of the loan;
- 應付的所有利息均以每月總計，並以每年 365 天（包括閏年）為計算基礎；
All interest payable hereunder shall be calculated on monthly rests where applicable in a 365-day year (including leap years);
- 本人/吾等已收到“關於個人資料（私隱）條例的客戶及其他個別人士通知”（「個人私隱通知」）之副本。本人/吾等已詳閱及同意受該「個人私隱通知」所約束，並進一步確認中國工商銀行（亞洲）可依據「個人私隱通知」將本申請相關的個人資料提供給相關人士（不論在中華人民共和國香港特別行政區境內或境外）用作申請之用；
I/We have received a copy of ICBC (Asia)'s Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "PDPO Notice"). I/We have read and agreed to be bound by the PDPO Notice and further confirm that ICBC (Asia) may give my personal information in connection with this application to the parties (whether situated in Hong Kong Special Administrative Region of the People's Republic of China) and for the purposes as set out in the PDPO Notice;
- 本人/吾等明白在還款拖欠的情況下，除非本人/吾等於欠款日起計六十天內全數償還所有欠款，否則本人/吾等的欠款資料將被交予信貸資料服務機構，而該機構將於全數償還欠款當天起計的五年內把有關的欠款資料記錄在案；
I/We understand in the event of any default in payment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I/we shall be liable to have my/our account data retained by a credit reference agency for a period of up to 5 years after repayment in full;
- 中國工商銀行（亞洲）讓本人/吾等有權選擇，以貸款值或是物業在遭遇火災或其他嚴重損害的情況下恢復原狀所需費用作為保額的基準，及本人/吾等注意到所涉及的任何額外費用或支出。本人/吾等確認可選用中國工商銀行（亞洲）認可名單上的保險公司購買火險，以及若聘請非中國工商銀行（亞洲）認可名單上的保險公司需要得到中國工商銀行（亞洲）的批核。本人/吾等亦同意及明白如聘請非中國工商銀行（亞洲）認可名單上的保險公司所涉及的手續，有關保險公司須符合的任何準則（例如：任何最低保單承保範圍），與所涉及的額外費用及開支由本人/吾等負責；
本人/吾等明白若未能在提取貸款時或現有保單到期日前或按揭貸款期間提供有效實體/或數碼式按揭物業火險保單及保費收據，以證明本人/吾等已為按揭物業持有有效之火險保障，本人/吾等將同意及授權中國工商銀行（亞洲）向保險經紀提交所有須之個人及按揭貸款相關資料，保單亦將自動按年續保。若本人/吾等於往年並非透過中國工商銀行（亞洲）轉介予保險經紀安排，投保額將設定為「貸款餘額」。屆時，一筆不獲退還的款項（包括由保險經紀及/或保險公司所徵收的火險保費及合理相關費用）可從本人/吾等的按揭供款戶口或已在中國工商銀行（亞洲）開立的賬戶中扣除，而無須另行通知；
ICBC (Asia) has provided me/us the options to take out the fire insurance for the property on the basis of either its reinstatement value or the loan amount and I am/we are aware of the related valuation and extra costs or fees (if applicable). I/We acknowledge that I/We may employ the insurers on the approved list of ICBC (Asia) for purchasing fire insurance, and if I/We may employ insurers not on the approved list of ICBC (Asia) and subject to ICBC (Asia)'s approval. I/We agree and understand the procedures involved, any criteria to be fulfilled by the insurers (e.g. any minimum policy cover) and all additional costs and fees incurred as a result of choosing insurers not on the approved list of ICBC (Asia) shall be borne by me/us;
I/We understand if fail to provide a valid original/ digital fire insurance policy/renewal policy with receipt showing that I/we have

maintained a valid fire insurance policy of mortgaging property upon the mortgage loan drawdown or the expiry of current policy or at any time during the term of the mortgage loan, I/we agree and authorize ICBC (Asia) to send all my/our necessary personal data and other data to the insurance broker for the purpose of processing the fire insurance application. Policy will be automatically renewed on annual basis. If I/we do not arrange fire insurance via ICBC (Asia) referral arrangement in last year, "Outstanding Loan Amount" will be the defaulted insured amount. ICBC (Asia) is allowed to debit a sum (including the fire premium and a reasonable amount of administrative cost for arranging such fire insurance policy) charged by the insurance broker and/or insurance company from my/our loan repayment account or saving/current account under ICBC (Asia) without further notice;

9. 本人/吾等已知悉在申請按揭及將有關物業的火險保單續保時，本人/吾等可選擇(向不論是否在中國工商銀行(亞洲)的認可名單上的保險公司)購買火險保單，或採用有關物業的總火險保單(若該總火險保單存在並為中國工商銀行(亞洲)所接受)。如果本人/吾等選擇採用該總火險保單，中國工商銀行(亞洲)不應向本人/吾等收取任何費用。然而，在合理情況下，中國工商銀行(亞洲)可要求本人/吾等購買該總火險保單以外的額外火險，而若中國工商銀行(亞洲)作出如此要求，應給予本人/吾等其理由；
I/We acknowledge that upon applications and renewals of the fire insurance policy on the property that I/We may choose to take out a fire insurance policy (from an insurer on the approved lists of ICBC (Asia) of not), or to adopt the master fire insurance policy of the property (where the exists and is acceptable to institutions). ICBC (Asia) should not charge any fee if I/We chooses the master fire insurance policy option. ICBC (Asia) may however require me/us to take out fire insurance in addition to such master fire insurance policy under reasonable circumstances, and in doing so, ICBC (Asia) should provide the reason to me/us;
10. 本人/吾等知悉本人/吾等可選用中國工商銀行(亞洲)認可名單上的律師同時代表本人/吾等及中國工商銀行(亞洲)擬備物業按揭文件，並須支付該律師代表雙方的法律費用；本人/吾等亦知悉本人/吾等有權另行聘用律師(不論該律師是否在中國工商銀行(亞洲)認可名單上)代表本人/吾等，以及此做法對費用造成的影響，包括但不限於一方的律師在查閱對方律師的文件方面所涉及的額外工作的費用。如本人/吾等決定另行聘用律師代表本人/吾等，需要同時支付(1)由中國工商銀行(亞洲)選用代表中國工商銀行(亞洲)的律師和(2)由本人/吾等選用代表本人/吾等的律師的一切費用；
I/We acknowledge that I/We may engage solicitors on the approved list of ICBC (Asia) to represent both myself/ourselves and ICBC (Asia) to prepare the property mortgage documentation, and that I/We shall be liable for the fees of such solicitors who will be representing both parties. I/We further acknowledge that I/We have the right to engage separate solicitors (whether on the approved list of ICBC (Asia) or not) to represent just myself/ourselves, and the fees implication of exercising such right including but not limited to fees incurred as a result of additional work done by the solicitors representing a party when reviewing documents received from the solicitors representing the other party. If I/We should decide to engage separate solicitors to represent myself/ourselves, I/We shall be liable for all fees payable to (1) the solicitors engaged by ICBC (Asia) to represent ICBC (Asia) and (2) the solicitors engaged by me/us to represent myself/ourselves;
11. 本人/吾等授權中國工商銀行(亞洲)向擬作為擔保或第三方抵押的擔保人提供貸款通知書、最新結單、逾期還款通知書及正式付款要求的副本；
I/We authorize ICBC (Asia) to provide an individual proposing to give a guarantee or third party security (the surety) with a copy of facility letters, statements of accounts, overdue payment reminders and demand letters;
12. 無論此貸款申請批准與否，本人/吾等同意向中國工商銀行(亞洲)支付及償還一切所有與此貸款申請有關之法律及專業費用；
I/We agree to reimburse ICBC (Asia) and keep ICBC (Asia) indemnified as all times all legal or professional fees or charges incurred by ICBC (Asia) in the course of processing this loan application irrespective of whether or not the loan is ultimately granted;
13. 無論本人/吾等以口頭或書面承諾接受中國工商銀行(亞洲)已審批的條款，本人/吾等必須支付有關手續費，如適用。本人/吾等明白相關手續費將不予退還；
When I/we have confirmed our acceptance of ICBC (Asia)'s approved terms, whether in verbal or written form, I/we shall pay the handling charge, if applicable. I/we understand that such charges are not refundable;
14. 當作出此聲明之前，本人/吾等已尋求獨立的專業/法律意見，或當在沒有其他獨立專業/法律意見下作出此聲明，本人/吾等已決定不會提出及自願放棄有關的抗辯權；
In making this Declaration, I/we have either sought independent professional/legal advice, or I/we have decided not to do so and voluntarily waive such defense for making the Declaration without additional independent professional/legal advice;
15. 於貸款提取前，任何導致至此申請書內提供之資料、陳述、聲明及/或細節變得不真確或失實，本人/吾等須就此現象或情況之改變告知中國工商銀行(亞洲)，本人/吾等明白到如不將此改變告知中國工商銀行(亞洲)，會構成以上第三段所指之蓄意或疏忽之失實陳述及/或提供欺詐性資料；
I/We shall keep ICBC (Asia) informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given in the application, incorrect or untrue before the drawdown and I/we understand the non-disclosure of any facts on the change of circumstances in the application may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information as mentioned in the paragraph 3;
16. 本人/吾等同意按中國工商銀行(亞洲)所訂之方式償還融資結欠、相關利息及費用，並同意若在融資服務的貸款期間內遇上還款困難，得儘早通知中國工商銀行(亞洲)。而中國工商銀行(亞洲)將安排向本人/吾等提供債務重整服務(如適用)；
I/We agree to repay the outstanding, relevant interest and charges, in each case as specified by ICBC (Asia) and agree to inform ICBC (Asia) as soon as possible of any difficulty in repaying or servicing the term of facility. In doing so, ICBC (Asia) would arrange debt restructuring services to me/us (if applicable);
17. 倘客戶未能按要求償付任何有抵押債務、或違反本條款的任何規定、或客戶於債務到期時沒有償還能力或承認沒有償還能力、或客戶正開展與破產、無償債能力或債務重整協議有關或類似的程序、或出現針對客戶的任何資產而進行或執行的法律程序，而對客戶採取法律訴訟或任何其他行動，並於中國工商銀行(亞洲)認為適當的任何時間及任何方式將所有客戶已抵押的資產變現或出售以清償該等有抵押債務。客戶並無任何權利就此等變現或出售而引致的損失向中國工商銀行(亞洲)索賠，無論導致損失的

原因為何；

In the event that the customer fails to pay on demand of any secured obligation, or there is breach of any provision of these Terms and Conditions, or the customer is insolvent on due date or admits being insolvent, or the customer is being subject to bankruptcy, insolvency or debt consolidation or related procedures, or there is legal proceedings against any assets of the customer, ICBC (Asia) may take legal action or any other action against the customer. ICBC (Asia) may realize or redeem all the assets pledged by the customer in satisfaction of his/her secured obligation at any time and in any way as it thinks fit. The customer shall not have any rights to claim against ICBC (Asia) in respect of losses arising from such sale/redemption regardless of the reason for incurring those losses;

18. 如有任何借款人應付而未付的款項，中國工商銀行（亞洲）可能在不另行通知的情況下，合併借款人於中國工商銀行（亞洲）的所有或任何個人或聯名賬戶及借款人所有負債（不論是實際的或是或然的、主要的或是附屬的、未來的或是現有的、個別的或是共同的、已到期的或是未到期的）。為此，中國工商銀行（亞洲）可按中國工商銀行（亞洲）現匯價將任何一種貨幣轉換成另一種貨幣、將未來的負債以商業上合理的方式貼現至現值後變成到期應付，並合理估計或然的或是未量化的負債金額。這並非意圖設立抵押權益；
If any sum is payable by the customer but unpaid, ICBC (Asia) may, without prior notice, combine all or any of the customer's accounts anywhere with ICBC (Asia) whether held singly or jointly with others and all the customer's liabilities (whether actual or contingent, primary or collateral, future or existing, alone or jointly with others, matured or not). For such purpose, ICBC (Asia) may convert any currency into another currency at ICBC (Asia)'s spot rate, treat future liabilities as presently due after a discount by ICBC (Asia) to present value in a commercially reasonable manner, and reasonably estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest;
19. 中國工商銀行（亞洲）有權聘請收賬代理收取授信項下借款人到期未繳之任何債項。借款人同意並確認：借款人已被提醒，借款人須承擔中國工商銀行（亞洲）聘請收賬代理所招致的所有合理成本和開支；
ICBC (Asia) shall be entitled to employ debt collecting agents to collect any sum due but unpaid by the customer under the facilities. The customer agrees and acknowledges that the customer has been warned, that the customer shall indemnify ICBC (Asia) against all reasonable costs and expenses which ICBC (Asia) may reasonably incur in the employment of debt collecting agents;
20. 中國工商銀行（亞洲）保留可隨時更改或終止融資服務及不時修訂本條款及細則的權利。如有任何爭議，中國工商銀行（亞洲）將保留最終決定權；
ICBC (Asia) reserves the right to vary or terminate the Facility at any time and to amend these Terms and Conditions from time to time. In case of any dispute, decision of ICBC (Asia) shall be final and conclusive;
21. 並非本條款及細則任何一方的任何人士或實體，將不會擁有於合約（第三者權利）條例（香港法例第623章）下強制執行本條款及細則任何部分的權利；
Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce any part of these Terms and Conditions;
22. 中國工商銀行（亞洲）保留向申請人索取額外文件之權利。無論此申請批准與否，所有已提交之文件(包括此申請表)恕不發還；
ICBC (Asia) reserves the right to request additional documents from the applicant. Submitted documents (including this application form) are not returnable no matter this application is approved or not;
23. 如中、英文版本有任何差異，概以英文版本為準。
Shall there be any discrepancy between the Chinese and the English versions, the English version shall prevail.