BEA東亞銀行

BEA Tax Season Loan Offer Terms and Conditions

1. The promotional period runs from 6th November, 2023 (the "Promotional Period").
2. The Annualised Percentage Rate ("APR") is calculated according to the standard method set out in the Code of Banking Practice and includes the full arrangement fee waiver. Both the APR and monthly repayments are rounded up or down to the nearest 2 decimal places. Please note that actual APRs and monthly repayments may differ.
3. The customer must have a minimum monthly basic salary of HK$5,000 and have been employed by his/her present employer for at least 3 months.
4. Documents required:
   i. Regular income earner:
      – Salary slip for the past 1 month (full page), or
      – Bank statement/passbook records for the past 1 month showing applicants' name, account number and salary entries (full page).
   ii. Irregular income earner (including Self employed, Part-time and Commission based earners):
      – Latest salaries tax demand note (full page), plus
      – Salary slip for the past 3 months (full page), or
      – Bank statement/passbook records for the past 3 months showing applicants' name, account number and salary entries (full page).
   iii. For sole proprietor or a partner of a business:
      – Company's business registration certificate and latest tax demand note (full page).
5. If the customer's application amount does not meet our approval requirements, the Bank of East Asia, Limited ("BEA") may still grant approval for a loan on a case-by-case basis, but the interest rate and arrangement fee offered may be adjusted.
6. The repayment period for the Tax Season Loan is either 12 or 24 months, and the loan amount can be up to 16 times the applicant's basic monthly salary (maximum HK$4,000,000). The repayment period for the Instalment Loan is either 36, 48, or 60 months, and the loan amount can be up to 16 times the applicant's basic monthly salary (maximum HK$2,000,000). The final approved loan amount, based on a multiple of the applicant's monthly salary, is subject to change in accordance with individual circumstances.
7. Application process and loan drawdown will be completed within 8 working days of the complete requisite documents and information being received. If the requested loan amount is approved in full, BEA will not notify the applicant. The Loan amount will be credited to the applicant's designated bank account directly.
8. Information about early full repayment of the loans is available on our website at www.hkbea.com/loan_faq.
9. BEA reserves the right to approve or decline any loan application and is not obligated to provide reasons for declined applications. BEA may determine the final approved loan amount for another repayment period at a different interest rate at its sole discretion.
10. This information is for reference only. BEA reserves the right to vary or cancel this offer and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.

To borrow or not to borrow? Borrow only if you can repay!

Issued by The Bank of East Asia, Limited 東亞銀行有限公司

BEA東亞銀行

Tax Season Loan Terms and Conditions

1. The Bank of East Asia, Limited ("We" or "us") reserves the right at our discretion to apportion the monthly repayment amount of the Tax Season Loan (the "Loan"). The proportion of loan principal, interest and non-refundable arrangement fee (if applicable) in each repayment amount is calculated according to the formula known as the "Rule of 78". Information on the "Rule of 78" is available on our website at www.hkbea.com/rule_of_78. We shall debit the customer's current/savings account (the "Designated Account") for the amount of each monthly repayment commencing one month after the Loan has been granted to the customer ("you").
2. Interest rates on the Loan shall be variable from time to time at our discretion and, notwithstanding any other terms and conditions, you agree to pay to us forthwith on demand all outstanding principal, interest, other charges and/or expenses in connection with the Loan. You agree to maintain adequate funds in the Designated Account pursuant to the requirement of the Loan to meet each monthly repayment as it falls due. We may, at our discretion, terminate the Loan, and the whole of the outstanding balance together with accrued interest, other charges and expenses shall immediately be due and payable in such circumstances we may consider appropriate including but not limited to the following:
   2.1 your failure to make monthly repayment on any payment due date; or
   2.2 your failure to abide by any of these Terms and Conditions.
3. The amount of the last monthly repayment may not be equal to the amount of each of the previous monthly repayments and such amount of the last monthly repayment shall be the outstanding amount of the Loan.
4. Partial prepayment is not allowed. Early full repayment of the Loan will be permitted providing the entire outstanding principal of the Loan is paid in full as well as accrued interest payable for the month, other charges and expenses (if applicable), plus a repayment fee or such other amount as determined by us at our discretion from time to time. The repayment fee shall be calculated with reference to the number of years in the remaining loan period (any part of a year shall be rounded up to a full year) and chargeable for each year at a rate of 2% per annum on the original loan amount. Information about early full repayment of the Loan is available on our website at www.hkbea.com/loan_faq.
5. Any instalments in arrears will be subject to a default interest calculated on a daily basis at 3% per month on the total monthly repayment amount then overdue, plus a late charge of HK$400, and will be debited from the relevant Designated Account. A statement or demand (in whatever form BEA deems appropriate) issued by BEA shall be conclusive evidence of the amount due and owing to BEA.
6. We will charge a fee of HK$200 per set for the re-issuance of the Loan confirmation letter or repayment schedule and the issuance of letter to confirm the Loan information.
7. Your application for the Loan, either in writing, by telephone, or via the Internet, will be deemed to represent your acceptance of the Terms and Conditions. We may (but shall not be obliged to) record all communications between you and us, including but not limited to all telephone conversations and instructions given by you to us, in writing and/or by tape recording and/or any other methods as we may determine from time to time. You hereby acknowledge and agree to our practice of recording relevant conversations. Our record of such communications and instructions given by you to us may be retained by us for such period as we deem appropriate. Our record shall be conclusive and binding on you.
8. We reserve the right to review, modify, reduce, and/or cancel the Loan and demand immediate repayment of the outstanding balance and interest at any time. In any event, the Loan will be subject to our terms and conditions as prescribed by us from time to time at our discretion.
9. We may take such action as we may at our discretion deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us. You agree to reimburse us for all costs and expenses reasonably incurred by us on a full indemnity basis with respect to any such enforcement action including all legal charges, expenses, and charges/fees to employ third party agencies. You also agree and authorise us to disclose all information relating to you and the Loan to third party agencies for the purpose of debt collection and other reasonable actions.
10. If this application is submitted by joint applicants, these Terms and Conditions shall bind all of the customers jointly and each of them separately and their liabilities and obligations to us hereunder shall be joint and several. These Terms and Conditions shall bind each of the customers separately even if the same are unenforceable against all or any one of them. We shall be entitled to discharge or release or reach any agreement with any one of the customers on such terms as we may deem fit without affecting our rights and remedies against the other(s).
11. The Terms and Conditions applicable to the Loan may vary from time to time whereupon we will notify you of any such variation in accordance with the relevant code of practice.
12. Without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal, interest, other charges and expenses and other obligations and liabilities to us shall immediately be due and payable without further notice under the conditions below. We may, without notice to you, combine or consolidate the amount of the outstanding balance and/or interest accrued and other charges and expenses thereon with any other accounts that you maintain with us, whether solely in your name or individually or jointly with any other party or parties (including but not limited to fixed deposit accounts, the maturity of which may for this purpose be accelerated by us) and set off or transfer any money standing to the credit of your other accounts in or towards satisfaction of your liability to us under the Loan:
   12.1 violation of any of these Terms and Conditions;
   12.2 any attachment, execution, or similar process is levied against you;
   12.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
   12.4 if you are petitioned bankrupt;
   12.5 the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of your property;
   12.6 your death or mental disability; or
   12.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
13. You must notify us immediately in writing of any change to your personal information including but not limited to address, phone number(s), and occupation.
14. The Bank's sales staff (including direct sales staff and authorised agents) are remunerated not only based on their financial performance, but also according to a range of other factors, including their adherence to best practices and their dedication to serving customers' interests.
15. No person other than You or Us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
16. These Terms and Conditions shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.
17. You agree that BEA may send any communication or confirmation to you in electronic form (if applicable).

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