

租購分期申請書及合約 Hire Purchase Application & Agreement

香港日立信販有限公司
Hitachi Credit (HK) Ltd.

ORIGINAL 正本

The Schedule

合約編號 Agreement No.:

申請人資料 PARTICULARS OF APPLICANT

英文姓名 Name in English 請以英文正楷填寫 (in BLOCK letters)	<input type="checkbox"/> MR. 先生	<input type="checkbox"/> MS. 女士	中文姓名 Name in Chinese	身份證號碼 ID No. 請附上身份證副本 Please enclose ID copy
出生日期 Date of Birth 日 dd / 月 mm / 年 yyyy	婚姻狀況 Marital Status <input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Divorced 離婚 <input type="checkbox"/> Widow 寡 / 鰥		傳呼 / 手提電話 Pager / Mobile <input type="checkbox"/>	
住址 Home Address 請以英文正楷填寫 (in English BLOCK letter)			住宅電話 Home Phone No.	
住宅 Residence <input type="checkbox"/> 公屋 <input type="checkbox"/> 宿舍 <input type="checkbox"/> 租住 <input type="checkbox"/> 自置 <input type="checkbox"/> 親屬樓宇 Public Est Quarter Rent Self-owned Relative Property			居住年期 Years there	電郵地址 E-mail
共 Total () 人 persons 戶主/業主姓名 Name of Tenant/Owner			與誰同住 Living with <input type="checkbox"/> 配偶 <input type="checkbox"/> 子女 <input type="checkbox"/> 父母 <input type="checkbox"/> 獨居 Spouse Dependent Parent Alone	
職業 Occupation 公司名稱 Name of Employer		業務性質 Business Nature	任職年期 Yrs. Of Service	月薪 請附上近期入息證明 Salary Please enclose current income proof HKS <input type="checkbox"/>
公司地址 Employer's Address		公司電話 Office Phone 不接受手提/傳呼號碼 Mobile/Pager No. is not accepted <input type="checkbox"/>	職位 Title <input type="checkbox"/>	

諮詢人 PARTICULARS OF REFERENCE (不同住之親屬 Relative not living together)

申請人證實下列人士已同意作為本申請人之諮詢人，並授權香港日立信販有限公司於需要時聯絡此諮詢人。The applicant confirms that the person listed below has agreed to act as a personal reference pertaining to this application and may be contacted accordingly. He / She will not be liable for any charge and fee on this hire purchase.

英文/中文姓名 Name in English / Chinese	住宅電話 Home Phone No.	<input type="checkbox"/> 公司電話 Co. Phone	職業 Occupation
住址 Home Address		與申請人關係 Relationship	

貨品 PARTICULARS OF GOODS

柯打編號 Order No.	貨品牌子 Brand Name	貨品 Description	型號 Model No.	數量 Qty	現金價 Cash Price \$
商品放置地址 Location of Goods (必須為申請人住址 Must be Applicant's Residence)			通訊地址 Correspondence Address		
<input type="checkbox"/> 住宅 Residence <input type="checkbox"/> 其他 Others 請列明 Please specify:					

分期付款詳情 PARTICULARS OF HIRE PURCHASE

首期 Initial Payment HK\$	餘款分 Balance by	月 months	月供 Monthly Rental HK\$
分期供款餘額 Total Hire Rental HK\$	FOR OFFICE USE ONLY 請勿填寫 租購分期價 Hire Purchase Price HK\$		分期供款需在每月之第 Instalment Due day of each month
首次供款日期 First Instalment Date dd日/ mm月/ yy年	最後供款日期 Final Instalment Date dd日/ mm月/ yy年	合約日期 Agreement Date dd日/ mm月/ yy年	

付款方法 PAYMENT DETAILS

自動轉賬 Autopay *不適用於聯名戶口 Not Applicable to joint account holder
戶口持有人姓名 Account Holder _____
身份證號碼 I.D. / BRC No. _____

其他 Others

*只適用於儲蓄/支票戶口號碼 Only applied for Saving/Current Account No.
銀行名稱 Bank Name _____
*Please provide HSBC/Hang Seng/Standard Chartered Bank as autopay account 請盡量提供匯豐/恒生/渣打銀行作自動轉賬

AN AGREEMENT made between HITACHI CREDIT (HK) LTD. ("The Owner" which expression shall include its successors and assignees) and the Hirer's particulars of whom are set out in the Application hereto, whereby the Owner agrees to let and the Hirer to hire the Goods described in the Application (the expression "The Goods" including any accessories, replacements, renewals or additions thereto) upon the terms and conditions set out on the reverse hereof and those contained in the Application which together constitute this Agreement. The Hirer acknowledges the signature to this Agreement and confirms have read and understood the terms and conditions set out overleaf and agrees to be bound by them. Additionally, the Hirer authorizes the Owner to verify the personal information in conjunction with this application and exchange the said information with any source the Owner may choose for the purpose of data matching or for any other purpose. 以下的簽名證明本人已閱讀、明白及同意所有在此合約上的條款及聲明。

X

銀行戶口持有人簽署 Signature of Bank A/C Holder

見證人姓名 Name of Witness

X

租戶簽署 Signature of Hirer

**注意 Notice:

- 本公司職員會致電申請人電話查詢資料，以助批核申請。In assessing this application, it may be necessary to telephone the applicant for further information.
- 申請人需為年滿 18 歲之香港居民。Applicant should be HK resident over 18 years of age.
- 申請人必須附上閣下身份證、入息證明及住址證明如電話費單。HKID copy, income proof and latest residential proof such as phone bill should be submitted for application.
- 有需要時，申請人必須提供擔保人（需為香港永久居民）業主證明，申請人及擔保人須親臨本公司簽署合約。When necessary, a guarantor who is HK permanent resident / ownership proof will be required. Applicant and guarantor are required to sign the agreement at our office.
- 申請人如為公司東主，請附上公司之商業登記證及最近期營業稅單。Please provide your Business Registration Certificate and latest Profit Tax Demand Note if you are a company owner.
- 若申請人未能按本公司要求，附上入息/業主/公屋戶主證明或提供本公司認可之擔保人或申請人個人資料（包括配偶及父母資料），本公司將不接受申請，申請人如無工作，必須提供有工作之配偶/父母資料或擔保人。If the applicant fails to submit the income / residential proof or provide a guarantor who is accepted by Hitachi Credit or supply personal information including details of the spouse and parents upon request, the application will not be considered. Applicant without job should provide income earner such as spouse / parent's information or add guarantor.
- 接受申請並不構成任何接納申請承諾，若申請不被接納，本公司將不作任何解釋，所有文件概不發還，申請人不得異議。Hitachi Credit has no obligation for the acceptance of applications. If the application is declined, all supplied document including this form are not returnable and no explanation will be given.

香港九龍旺角惠豐中心 16 樓
16th Floor, Wai Fung Plaza, 664 Nathan Rd., Mongkok, Kln.

電話
Tel No. : 2390 3481

傳真
Fax: 2789 9173

TERMS AND CONDITIONS OF AGREEMENT**1. PAYMENT 付款**

- 1.1. By Signing overleaf the Hirer has offered to enter into this Agreement. The Owner will accept the Hirer's offer by effecting delivery of the Goods from the Dealer to the Hirer. The Agreement Date shall be inserted by the Owner after confirmation of delivery of the Goods has been obtained.
- 1.2. The Hirer agrees to pay the Owner the initial payment and the monthly rentals in accordance with the Schedule and the stipulations as to time of payment set out therein are of the essence and are conditions of this Agreement.
- 1.3. The Hirer agrees to pay miscellaneous administrative charges as the Owner may specify from time to time, including without limitation charges for changing the method of payment, balance confirmation, other bank charges, issuing payment slips, personal collection and other charges whether of a like nature or not.
- 1.4. The Hirer will not be entitled to set-off or claim any amount which the Hirer believes is due to the Hirer from the Owner against any payment due to the Owner under the Agreement.

2. TRANSFER OF TITLE 物權轉讓

- 2.1. Provided the Hirer has performed and complied with all the Hirer's obligations under this Agreement and paid all sums due or owing to the Owner, title to the Goods will pass to the Hirer upon payment of the final sums outstanding. Until such time, the Owner retains full title in the Goods and the Hirer holds the same as a bailee.

3. EXCLUSION OF LIABILITY 免責條款

- 3.1. The Hirer declares that the Hirer has selected the Goods and has examined it and that is in every respect satisfactory. The Owner does not let or supply the Goods to the Hirer with or subject to any representation, warranty or condition whether express, collateral or implied by statute, common law or otherwise as to:

- 3.1.1. the state, quality, condition or performance of the Goods;
- 3.1.2. its fitness for any purpose or any particular purpose; or
- 3.1.3. its correspondence with description or sample;

and for the avoidance of doubt all such implied warranties or conditions are hereby unconditionally excluded to the maximum extent permitted by law.

- 3.2. Any supplier or dealer from whom the Owner has bought the Goods at the Hirer's request or any other person through whom this transaction is introduced is not the Owner's agent for any purpose and in particular is not authorized to make or give any representation, condition, warranty or undertaking as to the matters referred to in clause 3.1.

- 3.3. The Owner is not responsible for any failure to or delay in delivering the Goods.
- 3.4. In respect of Hire of Personal Computer(s), without prejudice and in addition to the terms and conditions herein:

- 3.4.1. the Owner does not warrant that the functions contained in the Goods will meet the Hirer's requirements or that the operation will be uninterrupted or error-free. Any failure in fulfillment of the Hirer's own subjective expectation on the performance of the Goods or the Hirer's inability to use the Goods shall be the Hirer's own responsibility. The Hirer should contact the retailer/supplier in order to solve such kind of problems;
- 3.4.2. due to the complexity in software and hardware application, the Hirer should fully acquaint himself with and understand how to use the features of the Goods he purchased before signing the Hire Purchase Agreement; and
- 3.4.3. under no circumstances, including incompatibility with printer or scanner or any other computer related products or service or parts would the Owner be held responsible for any loss or damage. The Hirer has the responsibility to fulfill the terms and conditions of the Hire Purchase Agreement and payments on schedule. The Hirer cannot use incompatibility with other hardware or software as an excuse for delay or failure in payment.

4. GUARANTEE BY SUPPLIER 供應商保證

- 4.1. If any guarantee has been given by the supplier or manufacturer of the Goods which is capable of being assigned the Owner will at the Hirer's request and at the Hirer's expense assign the benefits of any such guarantee to the Hirer.

5. CONVENANTS 承諾

- 5.1. The Hirer must:
- 5.1.1. keep the Goods in the Hirer's possession and control at the location specified in the Schedule and not move it without the Owner's written permission;
- 5.1.2. look after the Goods and keep it in good repair and proper working condition;
- 5.1.3. not sell, assign, let hire, mortgage, charge or otherwise dispose of or encumber the Goods or do anything which conflicts with the Owner's ownership of the Goods or jeopardizes the Owner's ability to recover possession of the Goods as and when this proves necessary;
- 5.1.4. obtain all necessary licences or permits for the use of the Goods and punctually pay all duties, fees and registration charges payable in respect of the Goods;
- 5.1.5. allow the Owner or the Owner's authorized representative or agents at all reasonable times to enter upon the premises where the Goods is kept to inspect and test it;
- 5.1.6. not affix the Goods without the Owner's prior written consent to any land or building; and
- 5.1.7. allow the Owner at the Owner's discretion to identify the Goods as the Owner's property, by any means the Owner deems fit, and must not remove, obscure or deface that identification.

6. GOODS FAILURE 貨品失靈

- 6.1. The Hirer shall not be entitled to any rebate of monthly rental and the Owner is under no obligation to provide replacement Goods for any period during which the Goods is out of order or unusable for whatever reasons nor can it be an excuse for delayed or non-payment.
- 6.2. The Owner is only responsible for financial arrangement and does not have any responsibility for any defects in the Goods. If the Goods (in particular, personal computers) prove defective in either software or hardware, the Hirer should contact the supplier directly.

7. RISKS IN GOODS 貨品風險

- 7.1. The Hirer acknowledges that the risk relating to the Goods pass to the Hirer upon delivery and that the Hirer accepts total responsibility for the loss of, damage to or destruction of the Goods. Under any circumstances, the Hirer should be responsible for the payment of installment on schedule.

8. INTEREST ON OVERDUE SUMS 逾期利息

- 8.1. If the Hirer fails to pay the Owner any sum on the due dates, the Hirer agrees to pay the Owner: (i) interest on such due and unpaid sum at the rate of 2% per month from the due date until full payment, before as well as after judgement, and such interest shall be compounded monthly; or (ii) HK\$100, whichever is the higher amount, as agreed damages and not as a penalty. The Owner may from time to time by written notice to the Hirer make such reasonable amendments to this Clause 8.1 as the Owner deems appropriate.

8.2. INDEMNITY 補償

- 8.3. The Hirer indemnifies the Owner against any loss, liability damage or expense (including legal costs on a full indemnity basis) incurred by the Owner in connection with or arising out of the Goods or its use or possession by the Hirer or in connection with the repossession or attempted repossession of the Goods by the Owner or the Owner's agents.

9. TERMINATION 終止合約

- 9.1. If the Hirer is in breach of or evinces an intention to breach any term, condition or covenant of this Agreement or any other agreement with the Owner and fails to remedy it within seven days of receiving notice from the Owner, the Hirer will be deemed to have repudiated this Agreement or that other agreement.

- 9.2. If:
- 9.2.1. the Hirer repudiates this Agreement or any other agreement with the Owner; or
- 9.2.2. the Owner is of the opinion that the Hirer cannot pay the Hirer's debts or is insolvent; or
- 9.2.3. the Owner believes that the Goods or the Owner's title to or interest in it is in jeopardy,
- the Owner may by written notice terminate this Agreement with effect from the date of the notice ("the Termination Date").

- 9.3. If:
- 9.3.1. the Hirer or any Guarantor dies; or
- 9.3.2. a bankruptcy petition is presented against the Hirer or any Guarantor or by virtue of Section 6 of the Bankruptcy Ordinance is capable of being presented against the Hirer; or if a corporation any order is made or proceedings commenced in any competent court or any resolution is passed for the appointment of a liquidator receiver or trustee, this Agreement will automatically and without notice terminate forthwith ("the Termination Date").

- 9.4. This Agreement shall automatically and without notice terminate immediately before the landlord of any premises where the Goods may be kept take or threaten to take any steps to distrain upon the Goods.

10. PAYMENT ON TERMINATION 終止時所應付之款項

- 10.1. On termination of this Agreement pursuant to clause 10 herein, the Hirer will immediately pay to the Owner:
- 10.1.1. an amount equal to the aggregate of (a) the total hire purchase price specified in the Schedule and (b) all other monies due hereunder including default interest accrued to the date of termination and (c) a handling charge in a sum equivalent to 20% of the Discount referred to in clause 11.1.1.3 hereof, less the aggregate of:
- 10.1.1.1. the initial payment (if any) and all monthly rentals previously paid by the Hirer under this Agreement;
- 10.1.1.2. the net proceeds of sale of the Goods if repossessed and sold or if not sold their value as determined by a dealer appointed by the Owner or the Owner's agent and the Hirer expressly agrees that the Owner in selling the Goods or appointing a dealer shall be obliged to offer the same to or request valuation only from persons whose business is that of dealing in similar Goods and that the best offer or valuation received by the Owner from such a dealer for the Goods shall be agreed by the Hirer in all the circumstances to be the best price obtainable. No

- deduction shall be made hereunder if the Goods are not returned to or due to the default of the Hirer have not been repossessed by the Owner; and
- 10.1.1.3. a discount for the acceleration of payment computed according to the "Rule of 78" on all rentals due after the date of termination ("the Discount") less the other deductions permitted hereunder. For the purposes of this Clause "the net proceeds of sale" means the proceeds of sale after deducting the cost and expenses of repossession, storage, insurance, sale or attempted sale and valuation (including any legal fees on a full indemnity basis), if the net proceeds of sale of the Goods repossessed and the amount paid by the Hirer under this Agreement exceed in the aggregate the amount due the excess shall be repaid to the Hirer provided always that if there shall then be any claims against the Owner in respect of which the Hirer shall be obliged to indemnify the Owner hereunder, the Owner may retain such excess pending resolution of the claim.

11. RETURN OF THE GOODS 交回貨品

- 11.1. On termination of this Agreement pursuant to clause 10 or otherwise the Hirer must as required by the Owner, either deliver up the Goods to such place as the Owner may direct or hold the Goods for collection by the Owner or the Owner's nominees.

- 11.2. On return of the Goods pursuant to clause 12.1 the Owner will endeavour to sell the Goods and will deduct the net sale proceeds from the amount due pursuant to clause 11. If the Owner is unable to sell the Goods within 30 days of the Termination Date the Owner will have the Goods valued and deduct its value.

- 11.3. If the Hirer fails to return the Goods in accordance with clause 12.1 the Owner will be entitled (but not obliged) to take possession of the Goods and for this purpose may enter using reasonable force if necessary, upon any premises where the Owner believes the Goods may be located. If the Goods are affixed to any land or buildings the Owner may remove the Goods and the Hirer shall be liable for any damage caused.

- 11.4. The Owner is not responsible for any articles, whether the Hirer's or not, left in or attached to the Goods on termination or expiration of this Agreement and the Hirer shall indemnify the Owner against all claims, loss or expense arising in connection with any such article.

12. JOINT AND SEVERAL LIABILITY 共同及分別之責任

- 12.1. If the Hirer is a partnership or the Hirer otherwise consists of two or more persons the liability of each of the persons constituting the Hirer will be joint and several.

13. CONTINUATION 延續條款

- 13.1. Clause 9, 11 and 12 shall continue in full force and effect notwithstanding termination or expiration of this Agreement.

14. NOTICES

- 14.1. Any notice to be given hereunder shall be deemed to be served on the day after posting (unless a Sunday) and proof of service shall consist of showing that the notice was properly addressed, stamped and posted by first class mail.

15. AUTOPAY 自動轉賬

- 15.1. In the event that the Hirer elects to make all payments arising under this Agreement by completing the details in the Schedule, the Hirer hereby instructs the Hirer's bank specified in the Schedule to transfer directly from the Hirer's account specified in the Schedule to the Owner's bank account such amounts, not exceeding the monthly rental on any one occasion, as the Owner may request from time to time and on the dates requested.

- 15.2. The Hirer agrees that the Owner may change the amounts and dates only after giving the Hirer notice.

- 15.3. The Hirer agrees that the Hirer's bank shall not be obliged to ascertain whether or not notice of any transfer has been given to the Hirer.

- 15.4. The Hirer accepts full responsibility for any overdraft on the Hirer's account which may arise as a result of any transfer.

- 15.5. The Hirer confirms that the Hirer's signature on this Agreement is the same as for the operation of the Hirer's account to be debited for transfers.

- 15.6. The Hirer agrees to notify the Owner of any change of bank account or cancellation of payment method and further agrees that should there be insufficient funds in the Hirer's bank account to meet any transfer hereby authorised, the bank shall be entitled, at its discretion, not to effect such transfer in which event the bank may make the usual service charge to be paid by the Hirer.

- 15.7. The Hirer agrees that any notice of cancellation or variation of this Autopay authorisation which the Hirer may give to the Hirer's bank shall be given at least 14 working days prior to the date on which such cancellation or variation is to take effect and at the same time notice shall be given to the Owner.

16. ASSIGNMENT 轉讓

- 16.1. The Owner may assign the benefit of this Agreement at the Owner's discretion.

17. PERSONAL DATA (PRIVACY) ORDINANCE ("the Ordinance")**個人資料 (私隱) 條例 (該條例)**

- 17.1. The Hirer agrees the Owner shall be entitled at its discretion to disclose details/information concerning the Agreement to other credit agents, or financial institutions for the purpose of exchanging credit information.

- 17.2. The Hirer is from time to time required to supply the Owner with data in connection with the provision of Hire Purchase services or credit facilities.

- 17.3. The Owner will be unable to provide Hire Purchase services to the Hirer who fails to supply such data; Data may be collected from the Hirer in the ordinary course of the continuation of the Hire Purchase relationship;

- 17.4. The purposes for which data relating to the Hirer may be used are as follows:

- 17.5.1. the daily operation of the services and Hire Purchase provided to the Hirer;
- 17.5.2. conducting credit checks;
- 17.5.3. assisting other financial institutions to conduct credit checks;
- 17.5.4. ensuring ongoing credit worthiness of the Hirer;
- 17.5.5. designing financial services for the Hirer's use;
- 17.5.6. marketing financial services;
- 17.5.7. determining the amount of indebtedness owed to or by the Hirer;
- 17.5.8. collection of amounts outstanding from the Hirer and from those providing security for the Hirer's obligations;

- 17.5.9. complying with the requirements to make disclosure under the requirements of any law binding on the Owner or any of its group members; and
- 17.5.10. purposes relating to the above.

- 17.6. Data held by the Owner relating to a Hirer will be kept confidential but the Owner may provide such data to:

- 17.6.1. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Owner in connection with the operation of its business;

- 17.6.2. any other group members of the Owner;

- 17.6.3. any other person under a duty of confidentiality to the Owner including a group member of the Owner which has undertaken to keep such data confidential;

- 17.6.4. any financial institution with which the Hirer has or proposes to have dealings; and
- 17.6.5. any actual or proposed transferee or assignee of the Owner; participant or sub-participant or transferee or assignee of the Owner's rights in respect of the Hirer.

- 17.7. Under and in accordance with the provisions of the Ordinance any individual:

- 17.7.1. has the right to check whether the Owner holds data about him/her and the right of access to such data;

- 17.7.2. has the right to require the Owner to correct any data relating to him/her which is inaccurate; and

- 17.7.3. has the right to ascertain the Owner's policies and practices on data and to be kept informed of the kind of personal data held by the Owner about him/her.

- 17.8. By virtue of the Ordinance, the Owner has the right to charge a reasonable fee for the processing of any data access request;

- 17.9. The person to whom requests for access to data or correction of data or for information regarding the Owner's policies and practices on data and the kinds of data held are to be addressed as follows:

Hitech Credit (HK) Ltd.
16th Floor, Wai Fung Plaza,
664 Nathan Road, Mongkok,
Kowloon, Hong Kong.
Tel: 2398 4512 Fax: 2789 9173

18. SEVERABILITY

- 18.1. The terms of this Agreement shall be severable and if any terms hereof shall be held to be unenforceable the remainder of this Agreement excluding such term shall remain enforceable.

19. GOVERNING LAW

- 19.1. This Agreement shall be governed by and construed in accordance with Hong Kong law and the Owner, the Hirer and the Guarantor(s) submit to the non-exclusive jurisdiction of the courts of Hong Kong.

20. INTERPRETATION

- 20.1. Unless the context otherwise requires the singular shall include the plural and vice versa and the masculine gender shall include the female and neuter gender and if there is more than one article comprising Goods comprised in this Agreement each reference to "the Goods" means all or any of them.

- 20.2. The English Version of this Agreement prevails in case of any inconsistency between the English Version and the Chinese Version of this Agreement.