

# EXTENDED SETTLEMENT PLAN

Name of the Merchant:

Transaction Amount	Transaction Date	No of Installments	Total Amount (with handling fee)

Credit Card Account Information	
Name of the Credit Cardholder	
Credit Card Number	
Credit Card Expiry Date	
Daytime Contact Number	
Mobile Number	

Months	3	6	12	18	24	36
Handling Fee*	3.5%	5%	9.5%	11%	12.50%	17.50%

\*Handling fees would be reviewed/ amended from time to time.

## Declaration and Signature

I confirm, agree and acknowledge that,

1. I have read and understood the terms and conditions (printed on page 2 of 2) of the installment plan hereinafter specified to which this application and Installment Plan (on approval) is subject.
2. The tenure cannot be changed and accelerated payment for part settlement is not allowed.
3. Request for accelerated payment for full settlement will be notified to the Bank in writing/fax or telephone call, prior to depositing funds to the credit card account.
4. I agree to submit the signed and completed Installment Plan to the Bank within 3 months from the date of transaction. (I understand that any interest already charged on account of this transaction will not be reversed by the bank)
5. The minimum transaction value is Rs 30,000/- and the Maximum transaction value is Rs 500,000/-.
6. Once submitted, the details of the Installment Plan requested above cannot be changed and the Bank is authorized to charge the handling fee for the installment period to my above mentioned card account as set out in this application. Should this application not be accepted by the Bank, I agree that the transaction referred above shall remain in the Credit card account as one lump sum.

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

For office use only

Captured By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **TERMS & CONDITIONS**

### **EXTENDED SETTLEMENT PLAN FOR SAMPATH CREDIT CARDHOLDERS**

1. This extended settlement plan ("ESP") facility will be available to all Cardholders ("Cardholder") in possession of credit cards issued by Sampath Bank PLC ("the Bank"), for transactions done using the card except for cash, quasi cash and any other transaction that may be decided at the discretion of the Bank.
2. The Bank reserves the right to withdraw this offer to any or all or all the other Cardholders at its discretion.
3. The Cardholder agrees that the Bank may at its discretion require a minimum/maximum purchase amount to qualify for this ESP facility.
4. The Cardholder shall be liable for all Installments falling due under the plan including any charges therein irrespective of the beneficiary of such payment.
5. This application of the ESP facility is subject to the transaction being approved by the Bank within the available balance in the Cardholder's Card account. Cardholders who are delinquent (not current in their payments) or who have utilized the Credit Card in excess of their credit limits will stand to have their extended settlement plan facilities rejected by the Bank until such time they are able to regularize their credit card accounts or until any other time as determined by the Bank.
6. The Cardholder agrees that the first Installment will be debited to the credit card account by the bank on receipt of the signed the date the ESP facility Agreement form or any legally acceptable request from Cardholder. The amount of balance Installments will be debited to the Cardholder's Card Account on monthly basis, and will be included as a transaction appearing on the statement to be sent to the Cardholder to the Bank in relation to the Card Account. Value of each Installment shall be treated in the same way as a transaction charged to the same said Card Account which expenses shall be paid by the Cardholder to the Bank in the same manner. Except where expressly provided herein the payment can be made by the Cardholder in the same way as the Cardholder Agreement.
7. All Installment amounts paid are non refundable and the Installment period of the ESP facility as approved by the Bank may not (except as permitted under paragraph 8 below) be varied. The Bank is authorized to continue to debit the Cardholder's Card account in accordance with these Terms and Conditions despite any agreement between the Cardholder and the Merchant being the contrary to any of the above.
8. The Cardholder may at anytime repay to the Bank the sum of the installments then remaining under the ESP facility by notifying the Bank in writing.
9. If the Cardholder's Credit Card is cancelled/ terminated/ blocked/ not renewed/ in excess of the permitted credit limit due to default/ delinquency/ non payments of dues at any time during the ESP facility the total outstanding installments shall become immediately due and payable by the Cardholder under the Terms and Conditions. No reversal can be made once the Bank has billed the total balance.
10. The Bank reserves the right to block the Credit Card Account by the total amount of the ESP facility transaction amount upon the ESP facility being approved by the Bank, or after evaluating the Cardholder's account at the end of each billing cycle or any other such time.
11. The Bank shall not be liable for any consequence arising out of the Bank's failure to recover the installment due, due to inadequacy of funds and/or credit facilities provided always that of the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy of funds (in the absents of express instructions to the contrary) the Bank may do so without seeking prior approval from or notice to the Cardholder and the Cardholder shall be responsible for the resulting overdraft, advance or credit thereby credited. The Bank however shall not be held liable in any manner whatsoever for any loss, claims, or expenses if the Bank shall at such its sole discretion from carrying out such recoveries.
12. No delay or omission of the Bank in exercising or enforcing (whatsoever wholly or in party only) any right or remedy of the Bank and shall not be construed as a waiver of such right or remedy.
13. The Bank accepts no responsibilities in any way of any dispute between the Merchant and the Cardholder. It should be resolved by the Cardholder directly with the Merchant and any claim by the Cardholder against the Merchant will not relieve the Cardholder from his/her obligation or repayment of the Bank hereunder.
14. The Bank reserves the right to alter these Terms and Conditions without prior notice from time to time and may notify the Cardholder of such alterations in any manner it thinks fit. The Cardholder will be bound by such alterations unless the sum of all Installments then remaining outstanding under the ESP facility settled in full before the date upon which any such alteration is to have effect.
15. Any claim, summons, advice or notice relating to this extended settlement plan facility which the Bank may desire to convey to the Cardholder shall be deemed to have been duly given to the Cardholder if given in writing by post to the address of the Cardholder last known to the Bank.
16. The Bank reserves the right to impose service fees and/or other charges/commission on the ESP facility from time to time as the Bank in its absolute discretion deems necessary. In the event of any dispute regarding any of the Terms and Conditions contained herein, the decision of the Bank shall be the final.
17. Unless otherwise provided herein, the terms mentioned above are supplementary to and forming part of Credit Card Cardholder Agreement ("Cardholder Agreement") between the Cardholder and the Bank including any subsequent variations or amendments thereto. In the event of any inconsistency between these Terms and the General Terms and Conditions of the Cardholder Agreement, the terms and conditions contained herein shall prevail to the extent that the same relates to matters involving payments under this ESP facility.
18. This Agreement shall be governed and construed in accordance with the laws of Sri Lanka.
19. Any communication in connection with this should be address to the Manager Card Centre, Sampath Bank PLC, No110, Sir James Peiris Mawatha, and Colombo 02.