

《向合法放贷商借款须知指南》

1) 如果我要向放贷商借款，应该注意哪些事项？

您须注意：

- 借款多少；
- 贷款利率是多少；
- 利息的计算方法；
- 偿还贷款的时间表；
- 有没有其他费用，还有在什么情况下得缴付这些费用；
- 您每个月带回家多少工资；您有没有债务或贷款等其他财务负担，如果现在没有以后会不会有；是否得缴付分期付款或保险费；
- 您是否有能力按照时间表，**全额偿还**到期的款项，或
- 您是否有能力按时偿还全部贷款加上利息，同时也能按时偿还其他现有和可预见的财务负担。

2) 小心处理有关贷款的事宜。借款前务必牢记以下几点：

- 贷款既是法律上的承担，也是财务上的承担；
- 在贷款前，一定要向放贷商全面了解详情；
- 提防对贷款条款和条件避而不谈的放贷商，并举报他们；
- 要注意，合约利率并不同于实际利率 – 实际利率是您真正支付的利率，而且可能高于合约利率。您应该向放贷商咨询实际年利率是多少，并多进行比较以选择最佳利率。您可以要求放贷商解释利息的计算法以及偿还本金加利息的计算法；
- 一定要完全了解贷款的条款和条件（例如如果逾期还款或无法偿款时会有什么后果）；
- 要注意有哪些行政费或逾期费，还有放贷商在什么情况下可收取这些费用以及这些费用的计算方法；
- 如果放贷商要在合同里加入允许他们在您拖欠贷款时申请房屋转让禁令("caveat")的条款，请您在同意前务必慎重考虑。即使放贷商向您保证这只是备用条款，您也千万要考虑清楚。因为如果放贷商申请到房屋转让禁令，您在未能还清贷款之前是不能擅自卖房子的。再说，如果放贷商扣除您买房子所得的净收入以偿还贷款，您可能会失去大部分、甚至全部的净收入；

- 法律要求放贷商以您所理解的语言向您详细解释贷款的条款和条件，并向您提供一份符合贷款合同（Note of Contract）规定格式（见附件 A 中的“贷款合同”样本）的打印贷款合同；
- 法律要求放贷商依照贷款合同的规定格式（见附件 A 中的“贷款合同”样本）填写正确的本金额（即“贷款额”）和利率；以及
- 千万只借需要用到的数额而不要多借，还有要确定自己有能力偿还欠款才好借。

3) 我能够借多少钱？

您可以获得的无抵押贷款额为：

- 年收入低于\$20,000 者，贷款总额不超过\$3,000；
- 年收入介于\$20,000 至\$30,000 之间者，贷款总额不超过 2 个月收入；以及
- 年收入介于\$30,000 至\$120,000 之间者，贷款总额不超过 4 个月收入。

在贷款前，请慎重考虑您总共欠下的债务（如果之前您还向其他放贷商借过款，就必须把这些债务一并考虑在内）。

4) 利率是多少？

对于年收入低于\$20,000 的借款人所借不超过\$3,000 的抵押贷款，放贷商可以收取的最高年利率为 12%。

对于年收入低于\$20,000 的借款人所借不超过\$3,000 的无抵押贷款，放贷商可以收取的最高年利率为 18%。

对于超过\$3,000 的贷款，利率需由您与放贷商商定。

5) 我该如何比较贷款和其利率？

利息一般是按原本的贷款额（也称“本金额”）计算的。但实际的利息计算方法将取决于您在获得贷款时所议定的条款和条件，而这又将决定您在还款期限内真正需要支付的利息。

在借款前，务必仔细阅读“贷款合同”以及贷款的条款和条件。如果对贷款合同条款和条件不甚了解，就应要求放贷商以您所理解的语言为您解释。

6) 得到贷款后我应注意哪些事项/方面？

请确保：

- 在拿到钱时，您和您的担保人都收到了一份贷款合同[见附件 A 中的“贷款合同”样本]；
- 贷款合同正确地列出了贷款本金额、利率，以及合同日期和贷款发放日期；
- 您收到的贷款金额是对的。放贷商没有任何理由克扣任何款项，如有需要从贷款中扣除任何费用，放贷商必须在发放贷款前告诉您；
- 放贷商没有扣押您的身份证或其他个人证件（如驾驶执照、护照等）；
- 您按时支付每月的分期付款，或尽早偿还贷款，以避免支付其他额外的费用；
- 您每次偿还贷款或支付费用时，放贷商给您出一张注有日期的签字收据；
- 此收据会正确注明放贷商的名字、其地址和电话号码、付款金额和付款日期。
- 您至少每 6 个月会收到一份列出所有贷款的结单；以及
- 您应保留好所有结单和付款收据。

7) 如果我是贷款担保人，我应该注意什么？

请确保：

- 您了解身为担保人的责任；
- 借款人得到贷款时，您会收到一份贷款合同[见附件 A 中的“贷款合同”样本]；
- 放贷商以您所理解的语言为您解释贷款合同中的条款；以及
- 放贷商并未扣押您的身份证或其他个人证件（如驾驶执照、护照等）。

8) 放贷商未遵守“贷款合同”的要求时，我有哪些权利？

当：

- 您和放贷商签署的贷款合同与规定格式不同；
- 放贷商未以您所理解的语言为您解释贷款合同中的条款；或
- 放贷商未在发放贷款时为您提供一份贷款合同，

在此情况下，贷款合同和所作的任何担保或抵押将无效，放贷商也将无法收回贷款。

9) 在需要投诉某放贷商时，我可以向谁求助？

您可以向放贷人注册局（Registry of Moneylenders）发电邮，地址是：ipto_romp@ipto.gov.sg。注册局将惩戒违反贷款条例的放贷商。

如果放贷商的做法对您不公平，您可以根据保护消费者（公平交易）法令（Consumer Protection (Fair Trading) Act）通过小额索偿法庭处理纠纷。想了解上述法令如何适用于贷款交易，请点击[\[此处\]](#)。法庭也有权取消过高或极不公平的贷款。

如果放贷商恶言相向或辱骂您，或展现让您或您的家人感觉安全受到威胁的行为，您可通知放贷人注册局或向警察求助。

放贷人法令（Moneylenders Act）的第 16 节到 23 节列出了有关保护借款人的条款。想参考放贷人法令内容，请点击[\[此处\]](#)。

放贷人条例（Moneylenders Rules）的第 8 到 13 条例以及第 18 到 21 条例列出了有关保护借款人的条例。想参考贷款人条例内容，请点击[\[此处\]](#)。

想参考保护消费者（公平交易）法令内容，请点击[\[此处\]](#)。

10) 如果要向放贷人注册局投诉某放贷商，我是否需要亲自到注册局投诉？当局是否会向放贷商披露我的身份？

放贷人注册局对所有针对放贷商的投诉都会予以重视，并且以严格保密的态度彻查投诉。为了让注册局能够正式展开调查，您可能需要和我们的官员进行面谈，并提供所有涉及贷款交易以及您与放贷商交易情况的必要资料 and 文件。我们也将记录您的陈述。虽然注册局可能会就有关交易质询放贷商，但在没有得到投诉人的同意前，注册局是不会向放贷商透露投诉人的个人资料的。

附件 A：“贷款合同”样本

<p>MONEYLENDERS ACT 2008 (ACT 31 OF 2008)</p> <p>FORM OF NOTE OF CONTRACT</p>
<p>Loan Account No.: _____</p> <p>NOTE OF CONTRACT MONEYLENDERS ACT 2008 (ACT 31 OF 2008)</p>
<p>IMPORTANT INFORMATION FOR BORROWER AND SURETY OR THEIR AGENTS</p> <ol style="list-style-type: none">(1) This loan is subject to the Moneylenders Act and its Rules.(2) For an unsecured loan of up to \$3,000 to an individual whose annual income is less than \$20,000, the interest charged on the loan must not exceed 18% per annum.(3) For secured loans of up to \$3,000 to an individual whose annual income is less than \$20,000, the interest charged on the loan must not exceed 12% per annum.(4) If you do not understand English, the moneylender or his agent is required to explain to you the terms of this Note of Contract in a language which you understand, before this Note of Contract is signed by you.(5) The moneylender must attach to this Note of Contract a schedule of repayment (if the loan is a term loan), which must include the frequency of the instalment payments if there is no default, the amount of each instalment payment, a breakdown of the amounts that go to repaying principal, paying interest and paying fees, and the total number of instalments and the total amount the borrower will pay over the entire term of the loan if there is no default. The moneylender or his agent must explain the schedule clearly to you.(6) Except where the repayment of the loan is to be made in equal instalments, the interest to be charged on the loan is to be calculated on a reducing balance basis.

- (7) The borrower is advised to repay the principal and interest due to the moneylender promptly on such date as agreed upon between you and the moneylender to avoid having to incur late interest and late fees.
- (8) The moneylender must, upon receiving any cash payment under the loan, issue to the payer a receipt stating, among other things, the amount paid and the date of payment. Such payment may include repayment of principal, payment of interest or late interest, and payment of late fees or other fees.
- (9) A copy of this Note of Contract duly completed, together with the repayment schedule (if any), must be given to you.
- (10) Please do not sign or accept this Note of Contract if any part of it is not properly filled in.

I. To be completed by moneylender

Business name of moneylender: _____

Business address: _____

Licence number: _____

Name of borrower: _____

Personal identification number
or incorporation or registration number
(whichever is applicable): _____

Name of surety(ies): _____

Personal identification number
or incorporation or registration number
(whichever is applicable): _____

Particulars of loan

(a) Date of loan (dd/mm/yyyy): _____

(b) Loan account no.: _____

(c) Mode of loan disbursement: _____

Cash Interbank transfer Cheque —

Date of cheque _____

Cheque no. and Bank _____

(d) Principal \$ _____

(e) Rate of Interest (per annum) _____ %

(f) Rate of late interest (per annum) _____ %

(g) Details of security (if any)

II To be completed by borrower(s)

I/We*, the borrower(s), desire to borrow from the moneylender the sum of \$ _____ (hereinafter called "the principal") and promise to repay to the moneylender the principal with interest thereon at the rate of ___ percent per annum from the date hereof until the principal and interest are fully repaid.

I/We*, the borrower(s) acknowledge receiving the principal of \$ _____, from the moneylender/moneylender's agent*.

If the borrower or his agent does not understand English:

I/We* acknowledge that the moneylender/moneylender's agent* has explained to me/us* the terms of this Note of Contract, including the "Important Information" and any schedule of repayment attached, and the acknowledgments above, in _____ (a language/dialect) which I/we* understand.

Signature of borrower(s)/borrower's agent*

Signature of moneylender/moneylender's agent*

Date: _____

Date: _____

III To be completed by surety(ies)

I/We*, the surety(ies), acknowledge that the moneylender has agreed to grant to the borrower a loan of \$ _____ (hereinafter called "the principal") in accordance with the terms and conditions of this Note of Contract. I/we* jointly and severally agree that, if default is made by the borrower in repayment of the principal or in payment of the interest or permitted fees thereon (including any part of such principal interest or fees), I/we* shall pay to the moneylender such principal, interest and fees as remains unpaid.

If the Surety(ies) or his or their agent(s) does not or do not understand English:

I/We* further acknowledge that the moneylender/moneylender's agent* has explained to me/us* the terms of this Note of Contract, including the "Important Information", in _____ (a language/dialect) which I/we* understand.

Signature of surety(ies)/agent(s) of
surety(ies)*

Signature of moneylender/
moneylender's agent*

Date: _____

Date: _____

IV To be completed by borrower(s) and surety(ies)

We, the borrower(s) and surety(ies), further acknowledge that we received a copy of this Note of Contract, including the schedule of repayment (if any), after it had been signed by us/our agent(s)* and by the moneylender/moneylender's agent*, and before/at the time* the principal was disbursed to the borrower or his agent.

If the borrower(s) or surety(ies) or his/their agents does not or do not understand English:

I/We* further acknowledge that the moneylender/moneylender's agent* has explained to me/us* this acknowledgment of receipt of the Note of Contract in _____ (a language/dialect) which I/we* understand.

Signature of borrower/borrower's
agent*

Signature of surety(ies)/agent of
surety(ies)*

Date: _____

Date: _____

*Delete whichever is inapplicable.