**THE KIAMBU COUNTY JIJENGE FUND ACT, 2018**

**IN EXERCISE of the powers conferred by section 31 of the Kiambu County Jijenge Fund Act, 2018, the Executive Member responsible for Youth Affairs and Sports, makes the following Regulations-**

**THE KIAMBU COUNTY JIJENGE FUND REGULATIONS, 2018**

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|  |  | **PART I - PRELIMINARY** |
| Citation and commencement. | 1**.** | These regulations may be cited as the Kiambu County Jijenge Fund (Regulations), 2018 and shall come into operation on the date of publication in the Kenya Gazette. |
| Interpretation. | 2**.** | In these Regulations, unless the context otherwise requires-  "Act" means the Kiambu County Jijenge Fund Act, 2018;  "appropriation" means Funds appropriated by the County Assembly for purposes of the Fund;  "beneficiary" means a successful applicant of a loan from the Fund;  “borrower: means a person who has been granted a loan under the Act and these Regulations;  "business" means any legal activity of making, buying or selling commodities, products or services;  "chief officer" means the Chief Officer for the time being responsible for the implementation of the Fund;  "County" means Kiambu County;  "County Assembly" means the County Assembly of Kiambu;  “Director” means the Director appointed under section 14 of the Act;  “Executive Member” means the County Executive Committee Member for the time being responsible for implementation of the Fund;  “Existing business” means a business which has been in existence as a going concern for more than one year;  "financial year" means the period of twelve months ending the 30th June in each year;  “Fund” means the Jijenge Fund;  "Jijenge Fund" has the same meaning ascribed to the word "Fund";  "micro-enterprise" means any business in any sector which-  a) does not exceed five hundred thousand shillings in its annual turn-over;  b)employs less than ten people; and  c) has assets and financial investment, where determined under the Micro and Small Enterprise Act, 2012 of a value not exceeding-  i)Kshs ten million (Kshs. 10,000,000) in plant, machinery or registered capital for the manufacturing sector; or  ii) Kshs Five million ( Kshs. 5,000,000) in equipment or registered capital for the retail, service and farming sector;  "semi-financial institution" includes any institution registered as a co-operative, community based organization or self help group operating within the County for at least six months whose objectives includes economic welfare of its members;  "small enterprise" means any business in any sector which-  (a) has an annual turnover of between Kshs five hundred thousand (Kshs 500,000) and Kshs five million (Kshs. 5,000,000)  (b) employs between ten and fifty people; and  (c) has assets and financial investment, where determined under the Micro and Small Enterprise Act, 2012 of a value between-  (i) ten million shillings and fifty million shillings in plant, machinery or registered capital for the manufacturing sector; or  (ii) five million shillings and twenty million shillings in equipment or registered capital for the retail , service and farming sector;  "officer administering the Fund" means the Officer designated as such under section 15 of the Act;  “start-up business” means a business which is a business idea or concept that has not yet commenced or a business which has commenced and in operation for less than one year.  "resident" means a person who either, for the last five years has resided within the County, or owns a permanent resident within the County, or for the last five years carries out business within the County;  "youth" has the same meaning assigned to it under Article 260 of the Constitution;  "vulnerable person" means a marginalized or disadvantaged group resident within the County; |
| Application | 3**.** | These Regulations shall guide the implementation of the Act and in particular-   1. defining the procedure for application and grant of the loans; 2. assessing financial and semi-financial institution. |
|  |  | **PART II- LOAN APPLICATIONS AND DISURSEMENTS** |
| Eligibility | 4. | (1) A person shall not be eligible for a loan under the Act unless that person is  (a) a resident of the County; and  (b) Is either a youth, woman, person with disability, vulnerable or disadvantaged person.  (2) Notwithstanding the provision of sub-section (1), a person shall not qualify a loan where that person is listed as a defaulter by the credit reference bureau.  (3) Notwithstanding the provisions of this section, a person shall not be granted a loan to conduct any business of the following businesses-  (a) alcoholic drinks business;  (b) unauthorized money lending services;  (c) gaming and lottery services as defined under the Betting, Lotteries and Gaming Act; and  (d) unlawful business under any written law. |
| General loan application requirements | **5.** | (1) A person who intend to access a loan under the Act shall apply to the Officer Administering the Fund in the format prescribed in the First Schedule to these regulations. |
|  |  | (2) In addition to the requirements under sub-section (1), an applicant under the Act may be required to complete such other forms as may be prescribed in the First Schedule to this Regulations to accompany the application. |
|  |  | (3) Notwithstanding the provisions of this section, the Executive Member may by a public notice published within the County communication channels amend the formats prescribed in the First Schedule. |
|  |  | (4) An application under this Regulation shall be accompanied by-   1. a copy of the applicant’s national identification or registration documents under any other law as may be applicable; 2. a copy of the PIN certificate; 3. proof of residency within the County; and 4. such other documentation as the Executive Member may require. |
|  |  | (5) An application under this Regulation may be submitted to the officer administering the Fund through such other offices as may be specified by Regulations or by a public notice issued by the Executive Member as may be deemed appropriate. |
| Requirements for capital financing for start -up business | **6.** | 1. In addition to any other requirements under the Act and the Regulations, an application for capital financing for startup business shall be accompanied by- 2. a business proposal outlining the nature of business, expected financial returns and expected date of commencement of proposed business; 3. proposed or physical and postal address of the proposed business; 4. identification particulars or registration documents of partners or shareholders of the business; 5. executed form of guarantors in the format prescribed under the First Schedule to these Regulations; 6. Notwithstanding the provisions of this Regulations, a loan shall only be granted for purposes of starting up business within the County. |
| Requirements for financing for local purchase order and locals service order | 7. | In addition to any other requirements under the Act and the Regulations, an application for financing for local purchase order or local service order shall be accompanied by-   1. the letter of award, a local purchase order or a local services order; and 2. letter of undertaking in the format prescribed in the First Schedule to these Regulation committing to onlyutilize the funds forthe implementation of the local purchase order or the local services order; |
| Requirements for business support financing for micro and small enterprises | 8. | In addition to any other requirements under the Act and the Regulation, an application for business support financing for micro and small enterprises shall be accompanied by-   1. financial statement or accounting records for the last six months; 2. business permits; 3. bank account statements; |
| Asset financing | 9. | 1. In addition to any other requirements under the Act and the Regulations, an application for asset financing shall be accompanied by- 2. offer letters for the purchase of the asset; 3. executed chattel for the asset; 4. asset invoice from a supplier within the prescribed loan limit; 5. Any financing disbursed under this section shall be paid directly to the supplier on behalf of the borrower. |
| Agri-business financing | 10. | 1. In addition to any other requirements under the Act and the Regulations, an application for agri-business financing shall be accompanied by- 2. description of the asset; 3. asset invoice from a supplier within the prescribed loan limit; 4. Any financing disbursed under this section shall be paid directly to the supplier on behalf of the borrower. |
| Procedure and criteria for accessing a loan through the Directorate | 11. | 1. An application for a loan to the County Government shall be made to the officer administering the fund through the officer authorized by the Chief Officer in writing to receive such applications at the ward level. |
|  |  | 1. The officer authorized under subsection (1) shall verify whether the- 2. applicant resides in the respect ward; 3. information provided and supportive documentation is correct and complete; 4. applicant meets the basic requirement for grant of a loan under the Act. 5. The officer authorized under sub-section (1) shall not later than fourteen days from the date of receipt of an application, submit the application together with a verification report in accordance with sub-section (2), to the sub-county credit officer. |
|  |  | 1. A sub-county credit officer shall within reasonable time advise the officer administering the Fund in writing in respect to- 2. the applicant’s creditworthiness; 3. the loan application and any attachment, including evaluation of a business proposal where applicable; 4. applicant’s eligibility to access the loan applied for; 5. creditworthiness of a guarantor where the same is required; 6. value of a collateral where the same is provided; and 7. recommended successful applicants for the grant of a loan. |
|  |  | 1. The officer administering the Fund shall consider the advice, reports and recommendations made by a credit officer and either- 2. approve the loan application and authorize the disbursement of funds to the applicants; 3. approve the loan application and advise the disbursement of the funds at a laterdate and in writing, communicate the decision to the applicant; or 4. reject the loan application and in writing communicate the reasons for rejecting the application to the applicant. |
|  |  | 1. A person aggrieved by the decision of any person under this section may appeal to the Executive Member within sixty days from the date of receipt communication of such a decision. |
| Application for a loan by a semi-financial institution | 12 | 1. A semi-financial institution carrying out business within the County and having at least two thirds of its members being residents of the County may in the format prescribed in the First schedule apply to the officer administering the Fund for a loan on behalf of its members. |
|  |  | 1. In addition to any other requirements under the Act and the Regulations, an application under sub-section (1) shall be accompanied by- 2. audited financial statements for the last three years; 3. proof of permanent physical address 4. a proposal of the loan product which they intend to disburse to its members from the funds applied for; 5. the institution’s system of record management; |
|  |  | 1. The officer administering the fund shall disburse the principal sum to a successful semi-financial institution less the 5% administration costs. |
|  |  | 1. A semi financial institution shall within the validity of the Memorandum of Understanding repay the full principal sum. |
|  |  | 1. A semi-financial institution shall comply with the provisions of the Act in setting out the interest rates for their loan products. |
| Criteria for accessing a loan through a financial institution | 13 | 1. An application for a loan shall be made to the officer administering the Fund through the officer authorized in accordance with section 11(1). |
|  |  | 1. The Officer authorized in accordance with section 11(1) shall in verify the application in accordance with section 11(2). |
|  |  | 1. Within Fourteen days from receipt of an application under this section, the officer authorized under section 11(1) shall submit the applications together with a report of the verification under subsection (2) to the officer administering the fund. |
|  |  | 1. The officer administering the Fund shall within fourteen days submit the applications to the bank for their processes in accordance with the Memorandum of Understanding and other applicable requirements under the banking Act. |
|  |  | 1. The financial institution shall submit a credit report of each of the applicant and make recommendation of successful applicants. |
|  |  | 1. The officer administering the fund shall consider the report under subsection (5) and either- 2. approve and advise the institution to disburse funds to an applicant; 3. approve the application and indicate a later date when the funds shall be disbursed to the applicant and instruct the institution to advice the applicant in writing; 4. reject the application and give reasons to the bank and instruct them to advice the applicant. |
| Loan limits | 14 | The loan limits shall be as prescribed by the county policy approved by the County Executive Committee. |
| Loan Guarantee | 15. | (1) An applicant for a loan under the Act shall provide a personal guarantee for the loan applied for. |
|  |  | (2) Notwithstanding sub section (1), -  (a) an applicant who is an individual or registered sole proprietor shall provide at least two co-guarantors or such number of co-guarantors as may from time to time required by the officer administering the Fund;  (b) an applicant which is an entity registered under any other written law shall provide the personal guarantee of all the Directors, proprietor, members, shareholders or any other person who own the business; or  (c) an applicant which is a group shall provide guarantee from each member. |
|  |  | 1. For an entity to qualify for providing co-guarantee system, the entity’s registration documents must contain provisions which expressly provide for co-guarantee. |
|  |  | 1. Not-withstanding sub-section (1) and (2), the officer administering the Fund may require that an individual applicant to be a member in a group with other applicants for the purposes of providing or receiving co-guarantee for an application for a loan under the Act. |
| Collateral | 16 | 1. An applicant may be required to provide such collateral as security for a loan granted under the Act where- 2. the loan applied for is within the limits required to be secured by a collateral; 3. the loan is of an amount notwithstanding paragraph (a) which, in the opinion of a financial institution or a credit officer, may require a collateral. |
|  |  | 1. Without prejudice to subsection (1) an applicant for a capital financing for startup business shall not be required to provide any collateral unless the applicant choose to provide collateral which in the opinion of the officer administering the Fund is sufficient in lieu of co-guarantors. |
|  |  | 1. A collateral for purposes of this Regulation may include- 2. business stock; 3. land 4. fixed asset; 5. shares and related securities; 6. livestock approved by the officer administering the fund; 7. savings in a bank account; 8. motor vehicles; or 9. any other asset as the officer administering the fund may approve. |
|  |  | 1. An asset to be provided as a collateral shall be valued in accordance with the principles of asset valuation. |
|  |  | 1. Where a loan granted is to be utilized in purchasing an asset, including an asset in agri-business, the officer administering the fund shall- 2. ensure that the funds are disbursed to the supply and not to the applicant directly; 3. facilitate the registration of the interest of the County Government in the asset purchased in accordance with the relevant written laws; 4. facilitate the discharge of the registered interest of the County Government upon full payment of the loan. |
| Loan agreement | 17 | A loan granted under the Act and these Regulations shall be contracted through a loan agreement signed between the County Government and the Borrower. |
| Loan disbursement | 18 | A loan provided under the Act and these Regulations may be disbursed through-   1. a financial institution approved by the County Government; 2. money transfer system approved by the Executive Member; 3. to the supply of an asset in the case of asset financing; or 4. any other channel as the Executive Member may approve. |
| Loan repayment period | 19 | 1. A loan granted under the Act shall be repaid within the period stipulated in the loan agreement. |
|  |  | 1. The loan repayment period shall be dependent on the amount of the loan granted and shall not exceed thirty-six months from the date of disbursement of the loan. |
|  |  | 1. A borrower may be granted a period of not more than nine- months grace period before the commencement of the repayment period. |
|  |  | 1. Where a borrower is granted a grace period under sub-section (3), the total period of time from the date of disbursement of the loan and the final repayment shall not exceed thirty-six months as required under subsection (2). |
| Savings scheme | 20 | 1. The Executive Member may initiate a savings scheme for persons eligible for funding under the Act or a borrower who has been funded under the Act. |
|  |  | 1. The savings described under this Regulation may be used as collateral. |
| Prohibiting personal awards | 21 | The Fund shall not be utilized for granting personal awards whether in cash or in kind. |
| Loan insurance | 22 | The officer administering the Fund shall ensure that the funds is adequately insured. |
| Bank account | 23 | 1. A person whose application for a loan is approved shall maintain a bank account for the purposes of disbursement of the funds or managing the business for which the loan is applied for. 2. Notwithstanding the provisions of subsection (1) the Executive Member may approve such other money savings and depository systems other than the use of a bank account as it shall be deemed appropriate. |
| Utilization of the loan | 24 | 1. A person who receives a loan under the Act shall utilize the loan solely for the purposes state in the loan application form. |
|  |  | 1. The officer administering the Fund shall- 2. ensure that the loan disbursed is utilized for the purposes stated in the loan application form; 3. establish appropriate systems for monitoring the utilization of the loans; and 4. may require such information from the Borrower in relation to utilization of the loan. |
| Records keeping | 25 | A borrower shall maintain such financial and business records as the Director may require. |
| Loan repayments | 26 | A borrower shall repay the loan in such installments and on such terms as shall be provided in the loan agreement. |
| Default on loan repayment | 27 | 1. A loan repayment that shall stand unpaid for more than three months from the date is due for repayment shall be treated as defaulted loan repayment. |
|  |  | 1. The officer administering the Fund shall take the necessary measures to establish the cause for the default on loan repayment. |
|  |  | 1. The officer administering the Fund may recall the loan under sub section (1) and may- 2. in consultation with the borrower reschedule or restructure the loan repayment terms where the officer administering the fund is satisfied that the borrower is in a position to repay the loan upon such rescheduling or restructuring; 3. sell or dispose any collateral provided as security for the loan; 4. call upon the co-guarantors to the loan to pay the respective amount co-guaranteed; or 5. take any other measures as may be deemed necessary for full recovery of the loan. |
| Non-performing loans | 28 | 1. The officer administering the fund shall in every quarter of the year prepare a list of non-performing loans and submit the list to the Executive Member. |
|  |  | (2) Without prejudice to the provisions of Regulation 27, the Executive Member may, in consultation with the Executive Member responsible for finance instruct the officer administering the fund to take up certain measures in order to mitigate the occurrence of non-performing loans. |
| Training | 29 | (1) The Directorate shall promote training of beneficiaries of the Fund in the following areas-  (a) business management;  (b)life skills;  (c)financial management and record keeping;  (d) marketing; and  (e) any sector specific training as the Directorate may deem appropriate. |
| Prudent financial guidelines | 30 | The officer administering the fund shall adopt such financial guidelines as are necessary for the purposes of administering the loans, including bank practices and operations. |
|  |  | **(S.5)**  **FIRST SCHEDULE**  **KIAMBU COUNTY JIJENGE FUND**  **APPLICATION FORM**  (Please tick and answer the relevant question) start up (0-12 months) existing business (13month +)  Business Sector…………………………….  **SECTION I: PERSONAL PROFILE**  Surname……………………………. Other names……………………………………………………….  Category (please tick one) youth woman person with disability vulnerable person group  ID Number………………………………….. Date of birth (dd/mm/yy) ………………………………  Contact ………………………………………… email:…………………………………………........  Pin No...........................................................................Marital status ………………………………………  Spouse name…………………………………………………………………………………………………  Spouse ID …………………………… Spouse phone number……………………………  Sub county (constituency)……………………………………………………………………  Ward of residency………………………………………………………………………..................  Physical location (estate, village, nearest town/shopping centre)……………………………………………  Bank/ Sacco details ……………………………. Branch……………………………………………………  What is your highest level of education? (Please tick one)  Primary school Secondary school College/Polytechnic University Other (explain)  Qualification (degree, diploma, certificate)  Institution: ………………………………………………. Graduation (year):…………………………  Skills relevant to your business/idea……………………………………………………………………  **Employment Details**  What is your current employment status? (Please tick one)  Employed Self employed Non employed  If employed or self employed please give a brief description of your work/business experience  ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….........'..  **SECTION II: LOAN PROPOSAL**   |  |  | | --- | --- | | 1. **Loan Particulars** | | | 1. Loan Amount Requested(Ksh) |  | | 1. Main Product(s)/ Service(s) |  | | 1. Main Customers/ target market |  | | 1. Proposed business site(attach map) |  |   **Reasons for selecting the proposed business(Comment on suitability, competition and management ability)**  .……………………………………………………………………………………………………………………………………...…………………………………………………………………………………………………   1. **(a) Business cycle**  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Product** | Normal Maturity period  (Months) | Normal period taken to sell product and obtain payment. | Expected yield | Price per unit | Total Proceeds Expected (Ksh.) | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | | **Total** |  |  |  |  |  |   b. After how long will the first (1st) sale be made?................................................................................................  c. How often will the subsequent sales be made?.........................................................................................   1. **Budget (investment).**  |  |  |  |  | | --- | --- | --- | --- | | **Item** | **Source** | **Cost** | **Total** | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | | **Total** |  |  |  |  1. **(a) Projected income flow from business**  |  |  |  |  | | --- | --- | --- | --- | | Product | Sales(from 3 above) | Total Cost | Approx. Profit | |  |  |  |  | |  |  |  |  | |  |  |  |  | | Total |  |  |  |   ***NB. Separate sheet may be attached.***   1. Other proposed sources of funds (if any) -please tick. 2. Group savings b) Members’ contributions c) loan d) Others   Ksh……………  Explain (d) or combination of any  ……………………………………………………………………………………………………  **Management: Who will manage the business?**  ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………   1. **Marketing: How do/will you market your products?**   ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………   1. **Proposed growth plans: Business and group.**   …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………  **Part C**   1. Additional income **sources** if any:……………………………Ksh…………………………………..… 2. Changes expected in the business from loan injection:……………………………………………….   ……………………………………………………………………………………………………………   1. Plan for loan repayment (briefly explain how you expect to service the loan to completion).   ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………  **Guarantors One**  GUARANTOR PERSONAL DETAILS  Guarantor Name: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_ ID/PP No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Relationship to Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Address: \_\_\_\_\_\_\_\_\_\_\_ Code:\_\_\_\_\_\_\_\_  Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_  **Draw map to residence**  Town/Estate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ District\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Division:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sub-Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Village: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Employment or business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Physical Location of Employment/Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Attach Sketch Map)  Monthly Income: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attachable copy of Security (for title deed and/or log book only) where guarantor is pledging security for the loan   |  |  |  |  | | --- | --- | --- | --- | | Type of security | Title No./ Car Registration No. | Estimated Value | Discounted Value | |  |  |  |  | |  |  |  |  | |  |  |  |  |   Signature of Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Guarantor Two**  GUARANTOR PERSONAL DETAILS  Guarantor Name: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_ ID/PP No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Relationship to Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Address: \_\_\_\_\_\_\_\_\_\_\_ Code:\_\_\_\_\_\_\_\_  Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_  **Draw map to residence**  Town/Estate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_District\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Division:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sub-Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Village: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Employment or business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Physical Location of Employment/Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Attach Sketch Map)  Monthly Income: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attachable copy of Security (for title deed and/or log book only) where guarantor is pledging security for the loan   |  |  |  |  | | --- | --- | --- | --- | | Type of security | Title No./ Car Registration No. | Estimated Value | Discounted Value | |  |  |  |  | |  |  |  |  | |  |  |  |  |   Signature of Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Other Terms and Conditions**   1. In connection with this application and /or maintaining a credit facility withthe **Kiambu County Jijenge Fund,** I/ We authorize the **Fund Administrator** to carry out credit checks with or obtain my credit information from, a credit reference bureau. In the event of the account going into default, I consent to my name, transaction and default details being forwarded to a credit reference bureau for listing. 2. I/ We agree that the **Kiambu County Jijenge Fund,** may disclose details relating to my/ our loan account to any third party including Credit reference bureau, if in the Lender's opinion such disclosure is necessary for the purpose of evaluating my/our creditworthiness or for any other lawful purpose.   **Declaration**  I ………………………………....................................................... ID NO…………………………………  Declare that the information provided in this application form regarding myself and business is correct subject to changes in the projections. I understand that the Kiambu County Government reserve the right to verify this information and I will cooperate fully in this regard, and that if I am found to have provided incorrect information, it will lead to automatic disqualification and prosecution.  Signed………………………………………………………. Date………………………………. |
|  |  | **S.12**  **KIAMBU COUNTY JIJENGE FUND APPLICATION FORM FOR GROUPS/ SEMI- FINANCIAL INSTITUTIONS.**  **SECTION I : Background information Application Form Date:………………………………….**   |  |  |  |  | | --- | --- | --- | --- | | 1. **Group Data** | | | | | Group Name |  | Sub County |  | | Reg. No. |  | Ward |  | | Date/Year of Registration |  | Physical location |  |   *(Attach copy of registration certificate),*   |  |  | | --- | --- | | 1. **Banking information** | | | Bank Name: | Account Signatories(Name & Signature) | | Branch: | 1. ……………………………………………… …………………. 2. ……………………………………………… …………………. 3. ……………………………………………………………………… 4. ……………………………………………… …………………… | | Account No. | | **Bank:** We confirm that the above banking information is correct.  Signature…………………………………………………. Stamp…………………………………………………. | |  1. **Membership profile**  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Gender** | **18-35 year(Number)** | **Below 18** | **Above 35** | **Members with Disabilities** | **Total Number** | | **Male** |  |  |  |  |  | | **Female** |  |  |  |  |  | | **Total** |  |  |  |  |  |   *\*Attach a list of group members clearly indicating their names as they appear on their National ID, ID numbers, Date of birth, leadership position in the group and signature of each member****.***   1. **Group background:** 2. Year of formation………………………………………………………………………………………………… 3. Vision: ………………………………………………………………………………………………………………...……………………………………………………………………………………………………………………….…… 4. Activities undertaken   …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………   1. Achievements to date: ……………………………………………………………………………………………………………………….................................................................................................................................................................................... 2. Have you been through any training on Business? Yes\_\_\_\_ No\_\_\_\_\_\_   If yes, give the name of the organization that provided the service. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SECTION II: BUSINESS PLAN **EXECUTIVE SUMMARY**  A brief description of what the business is, who the market is, why the business is likely to be successful, and how much money is required to start.  ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………  **FINANCE**  **2.1 Owners Contribution**  Specify what the owner will contribute to the business  **2.2 Total investment and funding requirements**   |  |  |  |  | | --- | --- | --- | --- | |  | **Source of Funding** | |  | | **Item** | **Cost** | **Owners contribution** | **Requested amount** | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  |   **3.CONCLUSION**  A short, summary, repeating what the business is, why it will be successful and why it should be supported.  ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..  **SECTION III : PROJECT DESCRIPTION**   1. Why is the business needed? Please state the developmental problem(s) you plan to address as a community member with your business and the proposed business location and/or address.   …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..   1. State the objectives of the business and explain how the proposed business will address the developmental problem(s) in your community as stated above?   …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..   1. Have the business previously received funding from government? If yes, what type, under which programme, and how much?   …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..  **SECTION IV**   1. **LOAN AGREEMENT**   This Agreement is entered into between **KIAMBU COUNTY JIJENGE FUND** of P. O BOX 2344 -00900 Kiambu hereby called the ‘Lender’, and………………………………………………………………………….of P.O Box ……………………….hereby referred to as the ‘Borrower’.  **Amount**  At express request of the Borrower/s, the Lender agrees to advance to the borrower a maximum Kenya Shilling……………………………………………… (Kshs…….……….)  **Purpose:**  The proposed facility will be used for…………………………………………………………………………………  **Terms and conditions:**  The loan will be repaid in………………………...installment(s) of Kshs……………. after a ……………. months grace period until the loan is repaid in full.  **Management fees**: The Borrower hereby acknowledges and agrees that the loan will be subject to a management fee at a rate of ………%. The management fee is payable upfront prior the release of the approved loan. It is hereby clarified that the said management fee will be deducted from the loan approved.  **Law**:  The Kenyan law will be applicable.   1. **GUARANTEE**   We the undersigned below hereby confirm that we are bona fide office bearers of ……………………………………………………………. Group and declare that the information given herein is true to the best of our knowledge. We further affirm that we have read and fully understood the content of this loan agreement. We understand that the amount given here is a loan and must be repaid on due date. We hereby guarantee and commit the group to redeem the loan to the satisfaction of Kiambu County Jijenge Fund.   1. Chairman…………………………..ID/No……………..Signature…………….Date……….Contact…………………. 2. Secretary…………………………. ID/No……………..Signature…………….Date………..Contact…………………. 3. Treasurer…………………………. ID/No……………..Signature…………….Date………..Contact…………………   **Witnessed by;**  Group Patron/Referee(Name)……………………………………Community Leadership position………………………………  Signature……………………Date………….…..Contact………………………..  (The **patron/referee** should be an elder, elected leaders, administrators, religious leaders or reputable mentors)   1. **COMMUNITY DEVELOPMENT OFFICER/ CO-OPERATIVE ENDORSEMENT**   I, the undersigned confirm that the applicant and the group mentioned above are known to me and that they operate within the area covered by my jurisdiction.  Chief’s Name…………………………………….. Signature/Stamp…………………Date………………..Contact………….....  **SECTION V**  **OFFICIAL USE ONLY**   1. **Recommendation from Credit Officer (CO),**   Reasons for recommending approval/decline (cite strength & weaknesses). ………………..………………………………………………….........................................…………………………………….  …………………………………………………………………………………………………………………………………….  ……………………………………………………………………………………………………………………………………  CO’s Name……………………………...Signature…………………...Date………………………Stamp……………………….  **b. fund administrator evaluation,**  **Result of Evaluation/Comments:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Officer Name…………………………………………Signature……………………………. Date…………………………….** |
|  |  | S.7KIAMBUCOUNTY JIJENGE FUND **LPO FINANCING APPLICATION FORM**  County Government of Kiambu Others (specify)………………………  Company/Business Name ………………………..……………………… Registration No. ……………  Mobile No …………………………………………. Email……………………………………………  Box …………………………… Code………………………………. City………………………………  Sub County………………. ………………………………… Ward …………………………………  Physical location (estate, village, nearest town/shopping centre) ……………………………………………  To The Fund Administrator,  Kiambu County Jijenge Fund  Dear sir/Madam,  I/We request you to finance me/us Kshs. ................................................  (in words) …………………………………………………………….........................................................................  Against the following LPO/LSO of Kshs. .......................................................  (in words) …………………………………………………………………………………………………………….  The Amount including accrued interest will be paid within ........................ days and will be secured by   |  |  |  |  | | --- | --- | --- | --- | | Type of security | Title No./ Car Registration No. | Estimated Value | Discounted Value | |  |  |  |  | |  |  |  |  | |  |  |  |  |   LPO/LSO NO. ................................... ofKshs. .......................................... Company ........................................................  LPO/LSO NO. ................................... ofKshs. .......................................... Company ........................................................  LPO /LSO NO. ................................... ofKshs. .......................................... Company .......................................................  We undertake to indemnify KIAMBU COUNTY JIJENGE FUND in full inclusive of all penalties in the event of any of LPO/LSO are not paid for any reason and at the same time all the proceeds/payment will be done in favour of the Kiambu County Jijenge Fund.  I/we are located at .......................................................................Building ...........Floor ..............................Street ................................ Town  Residence (Attach map of the place of residence) THREE REFEREES  1. Name ...................................................................................................... Tel. No ...........................................   Residence ...........................................................................................................................................................   1. Name ...................................................................................................... Tel. No ...........................................   Residence ...........................................................................................................................................................   1. Name ...................................................................................................... Tel. No ...........................................   Residence ...........................................................................................................................................................  My/Our account details are as follows;(Customer to open an account with…………...Bank for purpose of receipt of LPO/LSO proceeds and that the fund shall set off the loan against the proceeds and release the difference to the borrower)  Account Name........................................................  ……….. Bank ............ … Branch ............................................ Account No ………………………..  Branch Code ……………...................Bank Code.....................................Swift Code.........................  Yours faithfully,  Name .....................................................................DOB ............................................ ID NO ................................  Sign............................................................. Date ……………………………...........  (Seal in case of a Ltd Co.)  Other Terms and Conditions.   1. In connection with this application and/or maintaining a credit facility with the **KIAMBU COUNTY JIJENGE FUND**, I authorize the **KIAMBU COUNTY JIJENGE FUND** to carry out credit checks with or obtain my credit information from, a credit reference bureau. In the event of the account going into default, I consent to my name, transaction and default details being forwarded to a credit reference bureau for listing. I acknowledge that this information may be used by banking institutions and other credit grantors in assessing applications for credit by me, associated companies, and supplementary account holders and for occasional debt tracing and fraud prevention purposes. 2. I/we agree that the **KIAMBU COUNTY JIJENGE FUND** may disclose details relating to my/our loan account to any third party including credit reference bureaus, if in the Lender’s opinion such disclosure is necessary for the purposes of evaluating my/our creditworthiness or any transaction with or credit application made to the Lender or such third party, maintaining my/our Account with the Lender or for any other lawful purpose. 3. I/We agree that the Lender may disclose details relating to your loan account including details of your default in servicing financial obligations on your loan account to any third party including credit reference bureaus for the purpose of evaluating your credit worthiness or for any other lawful purpose.   Applicant’s signature............................................................. Date ……………………………...............   |  | | --- | | **MAPS FOR DIRECTIONS** | | **DRAW A MAP SHOWING DIRECTION TO THE RESIDENCE OF APPLICANT** |  |  | | --- | | **Draw map to residence** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **GUARANTOR PERSONAL DETAILS**    Guarantor Name: ……………………………………………………………………………………...  ID/PP No …………………………... Relationship to Applicant: ……………………………………...  Postal Address:…………. Code: …………… Town: ………………... Phone No: ………………...  **Draw map to residence**  Town/Estate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ District\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Division:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sub-Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Village: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Employment or business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Physical Location of Employment/Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Monthly Income: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attachable copy of Security (for title deed and/or log book only) where guarantor is pledging security for the loan   |  |  |  |  | | --- | --- | --- | --- | | Type of security | Title No./ Car Registration No. | Estimated Value | Discounted Value | |  |  |  |  | |  |  |  |  | |  |  |  |  |   **Signature of Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **GUARANTOR PERSONAL DETAILS**    Guarantor Name: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_  ID/PP No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Postal Address: \_\_\_\_\_\_\_\_\_\_\_ Code:\_\_\_\_\_\_\_\_ Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_  **Draw map to residence**  Town/Estate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ District\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Division:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sub-Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Village: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Employment or business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Physical Location of Employment/Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Monthly Income: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attachable copy of Security (for title deed and/or log book only) where guarantor is pledging security for the loan   |  |  |  |  | | --- | --- | --- | --- | | Type of security | Title No./ Car Registration No. | Estimated Value | Discounted Value | |  |  |  |  | |  |  |  |  | |  |  |  |  |   **Signature of Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  FOR OFFICIAL USE ONLY  |  |  |  | | --- | --- | --- | | **Credit Officer comments:**  **(Recommended/Rejected-give reasons)**  **Credit Officer Name & Signature:**  **Date .................................................** | | | | **Approved/Recommended/Rejected**  **Comments**  **Fund administrator Name & signature**  **Date .................................................** | | | | **LPO/LSO Limit.........................................**  **Outstanding.......................................**  **Available.............................................** | **Security..........................................**  **Total Amount.................................**  **Amount Utilised..............................**  **Un utilised Amount:........................** | **Previous LPO/LSO Financed**  **1**  **2**  **3**  **4** |   **Date………………………………..** .    THE FUND ADMINISTRATOR,  KIAMBU COUNTY JIJENGE FUND  PO BOX 2344 - 00900.  Dear Sir/ Madam,  **RE: BANK ACCOUNT DETAILS**    I/We advise you to use the below account details for any payment or settlement of funds. (Customer to open an account with………………Bank for purpose of receipt of LPO/LSO proceeds and that the fund shall set off the loan against the proceeds and release the difference to the borrower)   |  |  | | --- | --- | | Account Name |  | | Account Number |  | | Bank Name |  | | Bank Code |  | | Branch Name |  | | Swift Code |  |   (Seal in case of a Ltd. Co.)  Yours Faithfully,  Name ………………………………………………. Signature …………………. Date ………………. |
|  |  | MEMORANDUM OF OBJECTS AND REASONS These Regulations guide the implementation of the Act and in particular define the procedure and criteria for application and grant of the loans through the Directorate of Jijenge Fund established under the Act, or through the semi-financial and financial institutions.  The regulations have provided for the eligibility of an applicant through the various loan products which include capital financing for startup businesses, financing for micro and small businesses, asset financing, agri- business financing and local purchase order/local supply order financing.  The regulations provide that the loans shall have a guarantee or a collateral where need be or as required by the Officer Administering the Fund. It has also provided that the loan shall be governed by a loan agreement between the County Government and the Borrower.  The regulations provide that a borrower shall maintain a bank account upon which the loan shall be disbursed and gives a condition that the loan shall only be utilized for purposes of which that loan was applied for.  The regulations have also provided for a loan repayment period which shall be stipulated in the loan agreement. They direct that a loan shall be deemed as a default where it has passed three months from the date specified for repayment.  The Regulations also provide that the Officer Administering the Find shall be required to ensure that the Fund is insured and shall in every quarter of the year prepare a list of non-performing loans and submit the list to the Executive Member. |