**The Tadeusz Kościuszko**

Cracow University of Technology

ul. Warszawska 24

31- 155 Kraków

LOAN AGREEMENT NO.

from the Company Social Benefits Fund at the Cracow University of Technology

concluded in Cracow on

by and between:

The Tadeusz Kościuszko **Cracow University of Technology**,

ul. Warszawska 24, 31-155 Cracow,

represented by:

with financial countersignature of the **Bursar**

hereinafter referred to as the **Loan Provider**

and

# Mr/Ms............... (PESEL number )

hereinafter referred to as **Loan Receiver**

with participation of

# Mr/Ms................................................(PESEL no. ),

and

# Mr/Ms................................................(PESEL no. ),

hereinafter referred to as **Guarantors.**

which reads as follows:

§ 1

The basis for granting the loan shall be the agreement from 4 March 1994 on company social benefits fund (Journal of Laws from 2021, item 746 as amended), Bylaws of managing the company social benefits fund at the Cracow University of Technology and the protocol released by the Company Committee for Social Benefits no.............dated..................

§ 2

1. The Loan Provider grants the Loan Taker the loan from the resources of the Company Social Benefits Fund with designation for the purposes of.............. (possible: renovation or construction) in the amount of: PLN (in words:...................thousand PLN 00/100).
2. The loan amount specified in par. 1 within 14 days from concluding the hereby agreement shall be released to the bank account specified by the Loan Taker.
3. The loan bears interest at the level of 3% per annum. The amount of calculated interest for the entire period of repayment equals..........PLN (in words: ………………. PLN …./100).
4. The granted loan is subject to repayment including calculated interest in .....monthly instalments, whereas the first instalment shall amount to............PLN (in words: ………. PLN …./100), and each subsequent instalment …… PLN (in words PLN…./100).
5. The payment term for the first instalment falls on............and of the last instalment on................
6. Instalments shall be paid until the last day of each month.
7. The Loan Taker expresses consent for the deduction of the above-specified instalments from receivables it is entitled to from the Cracow University of Technology, resulting from the labour employment. In case of lack of possibility to conduct deductions from loan instalments (in the course of its repayment) the Loan Taker shall be obliged to conduct payments of instalments of the loan to the ZFŚS account at..........................Bank to the account number.............................................................on or before the last day of each month.
8. Repayment of the loan within the term shorter than one provided for in the hereby Agreement shall cause proportional decrease of interest.

§ 3

1. Collateral with respect of the loan repayment shall be the guarantee provided by two persons - employees of the Loan Provider.
2. The guarantors shall be jointly and severely liable for the repayment of the loan including applicable interest in case of lack of repayment by the Loan Taker within the designated term.
3. Spouses employed at the Cracow University of Technology cannot be the guarantors for one another nor can they be the Guarantors for the same Loan Taker. Guarantors express consent for the deduction of instalments on account of loan repayment unpaid by the Loan Taker within the term from amongst all receivables from the Cracow University of Technology stemming from the labour relationship to which they are entitled.
4. In the event of termination of the labour agreement with any of the Guarantors, the Loan Taker - within 1 month

- shall be obliged to appoint a new Guarantor and conclude an annex to the loan Agreement.

1. In the event of failure to submit an additional guarantee provided by another employee of the Cracow University of Technology within the term specified in par. 4, the loan along with appropriate interest due shall be immediately payable entirely to the bank account specified in § 2 par. 7. In the event of lack of repayment within the designated term the Loan Taker shall immediately obtain a call for payment.
2. The Parties have agreed that the payment date shall be the date of crediting the bank account of the Loan Provider.
3. Delay in payment shall result in calculation of contractual interest at the level of 3-times the statutory interest rate.

§ 4

1. PK employee may obtain a loan solely for the period of duration of their employment contract with PK.
2. In justified cases a loan may be granted for a period longer than employment, however, solely according to the principles specified in § 19 of the Bylaws of ZFŚS.
3. In the event when further employment is not factually executed and in cases specified in § 25 par. 1 of the Bylaws of ZSŚS, the Loan Taker shall be obliged to immediately repay the remaining part of the loan entirely, including interest. In the event of failure to fulfil the obligation of making repayment, the Loan Taker shall immediately obtain a call for payment.
4. The obligation of immediate repayment of the loan shall not concern employees specified in § 25 par. 2 of the Bylaws of ZFŚS subject to submission by the Loan Taker of a commitment of timely payment of loan instalments directly to the fund account including a written consent of guarantors to secure further repayment of the loan by the Loan Taker.

§ 5

The Loan Taker shall be obliged to submit documents confirming the use of the loan for residential purposes within 6 months from the date of obtaining the loan. In the event of failure to submit the documents specified above, the loan shall be immediately payable.1

§ 6

The Loan Taker may terminate the agreement subject to maintaining 2-months’ notice. In this case the repayment of the loan including interest ought to occur on the last day of the termination term.

§ 7

1. Any changes to the hereby Agreement shall require a written form under the pain of nullity.
2. Matters resulting from execution of the hereby Agreement must be addressed by the Parties amicably and in the event of failure to reach an understanding, they must be submitted for resolving to the competent court with jurisdiction over the seat of the Loan Taker.
3. This Agreement was drawn up in two identical copies, one for each of the Parties.

I hereby declare that I have acquainted myself with the content of the Agreement and that I accept it. In the event of failure to repay the loan obtained by the Loan Taker in the designated timeframe, I hereby grant my consent, as jointly and severally obligated Party, to cover and thus deduct the unpaid amount including interest from my remuneration for the work and other benefits resulting from the employment relationship.

1 concerns loan agreement for residential purposes (construction) in accordance with § 18 point 1-8 of the Bylaws of ZFŚS

# Guarantor I:

First name and surname:

Organizational Unit:

Cracow, on: . . . . . . . . . . . . . . . . .

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eligible signature of the Guarantor

# Guarantor II:

First name and surname:

Organizational Unit:

Cracow, on: . . . . . . . . . . . . . . . . .

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eligible signature of the Guarantor

I certify the authenticity of handwritten signatures of guarantors:

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signature of employee of the Department of Personnel and Social Affairs

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| --- |
| Signature of Loan Receiver |
| Signature of Loan Provider |
| Bursar |