



GOVERNMENT GAZETTE

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GENERAL NOTICE

No. 276 Amendment to Post Office Savings Bank Regulations 1

General Notice

No. 276

1997

AMENDMENT TO POST OFFICE SAVINGS BANK REGULATIONS

In these regulations "the Regulations" means the Regulations promulgated by General Notice No. 113 of 6th June 1996.

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1. Regulation 1 is hereby amended -

- (a) by the insertion of the following definition after the definition of “depositor”:

“Fixed term deposit” means the whole or part of any amount deposited in any fixed term deposit account for a certain fixed period against a fixed interest rate and payable at the end of that period.

- (b) by the insertion of the following definition after the definition of “savings account”:

“Save-as-you-earn account” means an account maintained for a fixed period in which account fixed monthly deposits are made with a bonus payable on the interest accrued at a fixed rate and payable at the end of that period.

- (c) by the addition of the following sub regulations in the definition of “depositor”:

- (d) “in the case of a stop order for salary deduction, that person on whose behalf of the order is done; or

- (e) “in the case of a save-as-you-earn-account any person from whom fixed instalments are received for a fixed time period either by way of stop order or cash.

2. Regulation 21 is hereby amended by the substitution in paragraph 21.1 of the expression “or a multiple thereof” of the expression “or any denomination thereof”.

3. Regulation 24 is hereby amended by the substitution for paragraph 24.2 of the following:

“24.2 Different rates of interest may be determined in respect of different types of deposits, different balances or different tenures.”

4. The Regulations are hereby amended by the addition of the following regulations.

“29. **Fixed term deposit**

29.1 The Managing Director may, on the application of any person defined in regulation 4, accept fixed term deposits from any such person of not less than N\$ 500.00 (five hundred Namibian Dollars) or such other amount as may be determined by the Managing Director from time to time, and for an investment period of not less than 32 days and not more than two years.

29.2 Any application for a fixed term deposit shall be made on an application form approved by the Managing Director. A confirmation letter of the contract and details thereof will be posted to the depositor. At investment date a receipt as proof of the investment will be issued to the investor instead of an account book.

29.3 For repayment of the fixed term deposit on due date, the depositor shall submit the receipt and the confirmation letter accompanied with proof of his or her identity to the satisfaction of the Managing Director.

29.4 A depositor's instruction of handling the amount invested after maturity shall reach the Savings Bank at least three days before maturity. A depositor desiring repayment on maturity shall receive the amount invested (with interest calculated thereon unless the interest is transferred to a savings account). In the absence of such handling instructions the Savings Bank may automatically prolong the amount invested (and the compounded interest thereon unless the interest is transferred to a savings account) on maturity date for the same investment period originally chosen by the depositor. The deposit shall earn the current interest rate dependent upon the investment period and the invested amount to be determined from time to time by the company with the approval of the Minister of Finance.

29.5 When deposits and repayments are made the provisions of regulation 15 shall apply by cheque.

29.6 No premature withdrawal is admissible. A depositor desiring premature repayment shall submit a signed application form for contract cancellation approved by the Managing Director, together with the confirmation letter, receipt and proof of his or her identity to the satisfaction of the Managing Director.

29.7 Interest on fixed term deposits shall be calculated on daily balances at a rate dependent upon the investment period and invested amount respectively, to be determined from time to time by the company with the approval of the Minister of Finance. The interest rate will be fixed for the entire investment period.

29.8 Payment of interest on fixed term deposits shall be made on the maturity date (persons 55 years and older shall be permitted monthly interest on application in respect of investments of N\$ 50 000.00 and more calculated on an annual basis and divided by twelve would then equal the monthly payment of interest) and shall be effected:

- (a) in the case of a fixed term deposit for an amount exceeding N\$ 50 000.00 or such other amount as may be determined by the Managing Director from time to time, by means of a cheque drawn in favour of the depositor of such a fixed term deposit and posted to the address furnished for this purpose by the depositor; or
- (b) upon the written request of the depositor of such a fixed term deposit, credit the interest to such depositor in a savings account in the Savings Bank; or
- (c) in the absence of any request in terms of paragraph (b) credit such (compound) interest to the account of the depositor opened in respect of such fixed term deposit. Provided that if the amount is withdrawn within the investment period chosen by the depositor, interest on the amount thus paid shall be calculated at the current savings account interest rate.

30. **Save-as-you-earn-account**

30.1 The Managing Director may, on the application of any persons defined

in regulation 4(a) and 4(b), accept save-as-you-earn deposits of any such persons in monthly instalments of not less than N\$ 30.00 (Thirty Namibian Dollars) monthly or such other amount as may be determined by the Managing Director from time to time, and for an instalment period of 24, 36, 48 or 60 months. A confirmation letter of the contract and details thereof shall be posted to the depositor. The application form shall form the official agreement between the Bank and the investor.

30.2 Any application for a save-as-you-earn account shall be made on the application form approved by the Managing Director.

30.3 When deposits and repayments are made by the provisions of regulation 15 shall apply by cheque.

30.4 Any deposit except the first and the last deposit to a save-as-you-earn account may be made by cheque, cash, salary stop or remittance order. At least one monthly instalment shall be made.

30.5 Interest on save-as-you-earn accounts shall be calculated on daily balances at a rate dependent upon the account balance to be determined from time to time by the company with the approval of the Minister of Finance. The accrued interest will be capitalised at the end of the financial year (30/9) and at the end of the contract = date of first instalment plus stipulated instalment months).

30.6 The bonus shall be dependent upon the time period of the contract to be determined from time to time by the company. The stipulated bonus will be fixed.

- 30.7 At the end of contract the depositor shall submit the original application form and either the confirmation letter or the last annual statement accompanied with proof of his or her identity to the satisfaction of the Managing Director. The depositor shall receive the amount invested, the capitalised and accrued interest and the stipulated bonus calculated on the total of the interest amount. In the absence of any instructions of handling the amount made by the depositor the Savings Bank shall be entitled to transfer the amount to an ordinary savings account on behalf of the depositor.
- 30.8 No premature withdrawal is admissible. A depositor desiring premature repayment shall submit a signed application form for contract cancellation approved by the Managing Director, together with the original application form, confirmation letter or the last annual statement and proof of his or her identity to the satisfaction of the Managing Director. The depositor shall receive the amount invested and the capitalised and accrued interest.
- 30.9 In case the instalments are not being paid punctually and in full the depositor shall lose the right to the stipulated bonus.
- 30.10 The Savings Bank shall provide depositors with annual instalments (= every year after first instalment) stipulating the following: amount invested, accrued interest, number of instalments, term of contract, monthly instalments and stipulated bonus.”