



BANK OF GHANA
RULES FOR THE EFFECTIVE IMPLEMENTATION
OF THE BORROWERS AND LENDERS
ACT, 2020 (ACT 1052)

NOTICE NO. BG/GOV/SEC/2021/07

These Rules are issued pursuant to Section 77 of the Borrowers and Lenders Act, 2020 (Act 1052) per Bank of Ghana Notice to Banks, Specialized Deposit-Taking Institutions, Non-Bank Financial Institutions and the General Public.

Preliminary

1. Definitions

The definitions provided under Section 85 of the Borrowers and Lenders Act, 2020 (Act 1052) are applicable herein subject to the following additions:

- (1) “Act” means the Borrowers and Lenders Act, 2020 (Act 1052).
- (2) “Address” means:
 - (i) a physical address which includes, region, town/city, area/digital address, street name and house number assigned by municipal authorities. In the case of a lender located outside Ghana, the physical address shall include country;
 - (ii) postal address which includes, region, town/city and post office box number. In the case of a lender located outside Ghana, a postal address shall include country and a postal code where applicable.
- (3) “Borrower identification (ID)” means:
 - a. in the case of a borrower who is a natural person and a Ghanaian national, the borrower’s valid national ID, driver’s license, passport, voter’s ID or any acceptable valid form of identification that is acceptable to the Bank;
 - b. number of the certificate of incorporation and Tax Identification Number (TIN) where the borrower is a legal person registered under Ghanaian law;
 - c. a valid passport or any internationally accepted identity document that belongs to the borrower where the borrower is a natural person but not a Ghanaian national;



- d. in the case of a borrower who is a legal person not registered under Ghanaian law, the number of the certificate of incorporation under the relevant laws of registration.
- (4) “Collateral identifier” means the name of the person who owns or has title to the collateral in addition to:
- (a) in the case of a vehicle, the vehicle identification or chassis number marked or attached to the body frame of the vehicle by the manufacturer;
 - (b) in the case of other movable property, the serial number marked on or attached to the property by the manufacturer or the account number or certificate number;
 - (c) in the case of immovable property, the plot number, geographical coordinates, the land title registration number or deeds registration number assigned by the Lands Commission where applicable.
- (5) “Collateral Registry System” means an electronic system for the registration of security interests, post registration activities and conducting of searches.
- (6) “Lender identification (ID)” means:
- (a) a lender’s valid national ID, driver’s license, passport, voter’s ID or any acceptable valid form of identification that may be so accepted by the Bank, where the lender is a natural person and a Ghanaian national;
 - (b) a valid passport or any internationally accepted national identity document that belongs to the lender, where the lender is a natural person but not a Ghanaian national;
 - (c) the number of the certificate of incorporation, where the lender is a legal person registered under Ghanaian law;
 - (d) in the case of a lender who is a legal person not registered under Ghanaian law, the number of certificate of incorporation, issued under the law of the jurisdiction where the legal person was registered.
- (7) “Lender type” means:
- (a) Banks;
 - (b) Savings and Loans Companies;
 - (c) Rural and Community Banks;
 - (d) Microfinance Companies;
 - (e) Micro Credit Companies;
 - (f) Trade Creditors;
 - (g) Finance Houses;
 - (h) Finance and Leasing Companies;



- (i)* Financial Non-Governmental Organizations;
 - (j)* Mortgage Finance Companies;
 - (k)* Leasing Companies;
 - (l)* Foreign Based lenders;
 - (m)* Individuals;
 - (n)* Credit Unions;
 - (o)* Public Institutions;
 - (p)* Other.
- (8) “Loan maturity date” means the date on which a borrower is required to satisfy all secured obligations in a credit agreement.
- (9) “Post registration activities” means:
- (a) amendments to a registration on the register which includes:
 - (i) a removal of a lender or borrower where two or more lenders or borrowers are identified in the registration;
 - (ii) an addition of a lender or borrower;
 - (iii) an addition, removal or change of a collateral;
 - (iv) a change of the name of the borrower;
 - (v) a change of the name of the lender;
 - (vi) a change of the address of the borrower or lender;
 - (b) an appointment and removal of a receiver or manager;
 - (c) a notice of default and its removal;
 - (d) a realisation without court order;
 - (e) a subordination of security interest;
 - (f) transfer of security interest; or
 - (g) a discharge in full or partial satisfaction of debt.
- (10) “Registrar” means a person appointed under section 20(1) of the Act.
- (11) “Registration form” means an electronic form on the Collateral Registry System on which particulars of a security interest are entered.
- (12) “Security interest creation date” means the date the lender and the borrower execute a credit agreement.
- (13) “Security interest registration number” means the unique number designated by the Registry to each registration, entered into the Register.
- (14) “User account” means an identity created by a user of the Collateral Registry System, which includes the username, password and an email address of the user.



Access to Registry services

2. Operating hours of the Registry

- (1) The Collateral Registry shall be open to the public from 8 a.m. to 5 p.m., Monday through Friday, excluding public holidays.
- (2) Electronic access to the Registry's services shall generally be available 24 hours a day, 7 days a week.
- (3) Notwithstanding subsections (1) and (2) of this Section, the Registrar may suspend access to the Registry services in whole or in part for maintenance purposes or where circumstances that make it impossible or impractical to provide access arise.
- (4) The suspension of access to the Registry services and the expected duration shall be published on the Registry's website.

Registration of Security Interest

3. Registration of a security interest

- (1) Pursuant to the Act, these Rules and the Terms and Conditions of the Collateral Registry System, a registrant shall register a security interest electronically via the Collateral Registry System.
- (2) A user of the Collateral Registry System shall:
 - a) be identified as the registrant;
 - b) establish a user account with the Registry;
 - c) obtain the authorization of the lender, where the registrant is not the lender;
 - d) tender payment for the registration or makes satisfactory arrangements for payment to be made as specified in Section 20 of the Rules;
 - e) provide registration information as specified in Section 6 of the Rules.
- (3) The Registry shall:
 - (a) index all registrations in the order in which they are received in the Registry record;
 - (b) index all amendments in a manner that associates them with the initial registration.



4. Date and time of Registration

- (1) The Registry shall indicate the date and time of a registration and designate a registration number to each registration.
- (2) The acknowledgement of the registration by the Registrar shall be delivered to the registrant electronically.

5. Late Registrations

Where a security interest is not registered within the time specified in Section 22(1) of the Act; a lender shall register or cause to be registered the particulars of the security interest later than the time specified, where the obligations under the credit agreement remain; irrespective of the loan maturity date.

Registration Information

6. Particulars of registration

A registrant is required to provide the following information in the appropriate fields on a registration form:

- (a) The borrower identifier as specified in Section 7 of these Rules, where the borrower is a natural person;
- (b) The borrower identifier as specified in Section 8 of these Rules, where the borrower is a legal person;
- (c) The lender identifier as specified in Section 9 of these Rules, where the lender is a natural person;
- (d) The lender identifier as specified in Section 10 of these Rules, where the lender is a legal person;
- (e) The description of the collateral as specified in Section 12 of these Rules.
- (f) The maximum amount secured by the security interest as defined under Section 85 of the Act;
- (g) The duration of the credit agreement specifying the security interest creation date and loan maturity date;
- (h) The guarantor information in accordance with Section 11 of these Rules.

7. Borrower identifier (natural person)

- (1) Where a borrower is a natural person, the name for registration shall be determined as follows:
 - (a) Where a borrower is a Ghanaian national, the name of the borrower shall be the name as stated on the borrower's valid national ID, driver's license, passport, voter's ID or any form of identification acceptable to the Bank;



- (b) Where a borrower is not a Ghanaian national, the name of the borrower shall be the name as stated on a valid passport issued to the borrower from the country of origin;
 - (c) Where a borrower is not a Ghanaian national and does not have a valid passport, the name of the borrower shall be the name stated on any internationally accepted identity document.
- (2) In addition to Section 7(1) above, a registrant shall indicate the gender, date of birth, principal business activity, borrower ID number, nationality, phone number, email address, fax and address of the borrower as defined under these Rules.

8. Borrower identifier (legal person)

- (1) Where the borrower is a legal person, the name of the borrower shall be the name that appears on the document that constitutes the borrower as a legal person.
- (2) The name of the borrower shall include an indication of the type of legal person the borrower is, in accordance with the Companies Act 2019 (Act 992) and any other relevant laws.
- (3) The registrant shall indicate the country of origin, borrower ID number, principal business activity and address of the borrower as defined under these Rules.

9. Lender identifier (natural person)

- (1) Where a lender is a natural person, the name of the lender shall be determined as follows:
- (a) Where a lender is a Ghanaian national, the name of the lender shall be the name as stated on the lender's valid national ID, driver's license, passport, voter's ID or any form of identification acceptable to the Bank;
 - (b) Where a lender is not a Ghanaian national, the name of the lender shall be the name as stated on a valid passport issued to the lender;
 - (c) Where a lender is not a Ghanaian national and does not have a valid passport, the name of the lender shall be the name stated on any internationally accepted identity document.
- (2) In addition to Section 9(1) above, a registrant shall indicate the gender, date of birth, principal business activity, nationality, lender identification, phone number and address of a lender as defined under these Rules.



10. Lender identifier (legal person)

- (1) Where a lender is a legal person, the name of the lender shall be the name that appears on the document that constitutes the lender as a legal person.
- (2) The name of the lender shall include an indication of the type of legal person the lender is, in accordance with the Companies Act 2019 (Act 992) and any other relevant laws.
- (3) A registrant shall indicate the country of origin, lender identification, lender type, phone number, address of the lender as defined under these Rules.

11. Guarantor information

- (1) A registrant may provide the name, address, gender, phone number, date of birth and ID number of the guarantor where the guarantor is a natural person.
- (2) A registrant may provide the name, address, phone number and ID number of the guarantor in the case where the guarantor is a legal person.
- (3) A registrant shall provide in a registration, the guarantor's information captured under subsections (1) and (2) above where applicable, where the guarantor owns or has title to the property to be used as collateral.

12. Description of collateral

- (1) Pursuant to Section 8(4) of the Act, a registration that covers immovable property shall indicate in the appropriate fields on the registration form the following:
 - (a) geographical coordinates of the immovable property;
 - (b) location of the immovable property;
 - (c) size of the immovable property;
 - (d) the collateral identifier of the immovable property as defined under these Rules;
 - (e) name of the person who owns or has title to the immovable property;
 - (f) collateral value; and
 - (g) any other information that best describes the immovable property.
- (2) Where a registration covers property that cannot be uniquely identified, the description of the property, collateral value, location and the name of the person who owns or has title to the property shall be indicated in the appropriate fields on the registration form.



- (3) Where a registration covers movable property, the collateral identifier of the movable property, description of the movable property, collateral value, location and name of the person who owns or has title to the movable property shall be indicated in the appropriate fields on the registration form.

Post registration activities

13. Amendment of registration

In addition to the amendment of registration provisions under Section 29 of the Act, a registrant shall amend a registration where:

- (a) the borrower's name, borrower ID type or borrower ID number have been captured differently from what is in the credit agreement;
- (b) the address or date of birth or principal business activity of the borrower is captured differently from what is in the credit agreement;
- (c) there is a removal of a borrower where two or more borrowers are identified in the registration;
- (d) there is an addition of a lender;
- (e) there is a removal of a lender where two or more lenders are identified in the registration;
- (f) the lender's name or ID number or address is captured differently from what is in the credit agreement;
- (g) the collateral description or collateral identifier is captured differently from what is in the credit agreement;
- (h) any errors are identified in the registration.

14. Registration of notice of default and its removal

- (1) Pursuant to Section 60 of the Act, upon the delivery of notice of default to a borrower a lender shall register a notice of default with the Registry by indicating the following:
- (a) the date the default occurred;
 - (b) the date the borrower received the notice of the default in writing from the lender.
- (2) A lender shall register a removal of the notice of default with the Registry where the borrower cures the default within thirty [30] days after receipt of a notice of default in the case of non-perishable collateral.
- (3) In the case of perishable collateral, a lender shall register a removal of the notice of default with the Registry immediately where the borrower cures the default after receipt of a notice of default.



15. Realisation without court order

- (1) Pursuant to Section 62(1) of the Act, a Lender shall initiate a realisation process as follows:
 - (a) where the collateral is not perishable, register a notice of that intention with the Registry thirty [30] days after the date of receipt of the notice of default by the borrower;
 - (b) where the collateral is perishable, register a notice of that intention with the Registry after the receipt of the notice of default by the borrower.

- (2) The Registrar shall issue a Memorandum of No Objection where:
 - (a) the security interest in the collateral that a lender intends to realise has been registered on the Register;
 - (b) evidence of the pre-agreement disclosure statement has been submitted to the Registrar;
 - (c) the Credit Agreement and any other supporting documents that contain the information captured on the Register by the registrant, in relation to the security interest the lender intends to realise have been submitted to the Registrar;
 - (d) evidence that a notice of default has been delivered to the borrower together with evidence of receipt of the notice of default in accordance with Section 60(4) of the Act;
 - (e) all requirements under the Stamp Duty Act, 2005 (Act 689) in relation to a credit agreement or document establishing a security interest have been met;
 - (f) any other document that the Registrar may require as evidence has been submitted by the Registrant.

16. Discharge of registration

Where applicable a lender shall discharge or cause a discharge of a registration and indicate the type of discharge as specified under Section 30(2) of the Act.

17. Transfer of Registration

- (1) Subject to the credit agreement or any other agreement between the lender and the borrower, a lender may transfer or cause to be transferred a registration of a security interest to another lender.

- (2) In order to effect a transfer, the transferor lender and the transferee lender of the registered security interest must each have a user account with the Registry.



- (3) The priority of the security interest of a registration that has been determined in accordance with Section 34 of the Act, which has been transferred in accordance with this section, shall remain the same.

18. Search criteria

- (1) A person may conduct a search using one of the following search criteria:
- a) the name of the borrower and/or the borrower ID number; or
 - b) the collateral identifier; or
 - c) the security interest registration number
- (2) Where a name is used in a search parameter, a searcher shall specify whether the search results should reveal registrations in the Registry record that are:
- a) an exact match;
 - b) begins with;
 - c) contains; or
 - d) ends with
- the name used in conducting the search.

19. Search results

- (1) A search result shall either return zero (0) records against the specified search criterion or return all registrations that exist in the Registry record with respect to the specified search criterion at the date and time when the search was conducted.
- (2) Where the appropriate fee as specified under these Rules has been paid, a person may request for a search certificate which captures the search results based on the searcher's specific search criterion from the Registry.

Fees

20. Fees for Registry's services

- (1) The fees for the Registry services are as follows:
- (a) Registration of security interest: GHS 10.00;
 - (b) Late registration of security interest: GHS 25.00;
 - (c) Searches and search certificates: GHS 5.00.
- (2) The Bank shall determine the fees and methods of payment periodically for the purposes of these Rules by Notice pursuant to Section 77 of the Act.



Electronic Records

21. Retention of electronic records

- (1) A registration which has been fully discharged, can no longer be publicly searchable.
- (2) A registration which has been fully discharged, shall be made available to the registrant of the respective registration for at least one (1) year.
- (3) A registration which has been fully discharged, shall be archived after at least one (1) year and retained in accordance with the provisions of the Electronic Transaction Act, 2008 (Act 772).
- (4) A registrant who has fully discharged a registration may make a written request for a copy of that registration from the Registry.

Liability

22. Disclaimer of responsibility

- (1) The Bank shall not be liable for:
 - (a) the authenticity or otherwise of any information entered on a registration form by a registrant;
 - (b) any inaccuracies or misrepresentations revealed in a search result from the Registry record obtained by a searcher;
 - (c) the validity or otherwise of a credit agreement or any other agreement between the lender and the borrower.
- (2) Where a Memorandum of No Objection is issued under Section 15(2) of these Rules and pursuant to Section 62(2) of the Act; the Bank, its officers and agents shall not be liable for any false information submitted by a lender to the Registry or any damage or injury arising as a consequence of the submission of such false information. A lender, who contrary to the provisions of the Act and these Rules; obtains a Memorandum of No Objection based on the submission of false information to the Registry, shall indemnify and hold harmless the Bank, its officers and agents from and against any all losses, liabilities, costs and damages incurred by the Bank as result of such misrepresentation.

(SGD)
SANDRA THOMPSON (MS)
THE SECRETARY

19TH APRIL 2021