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## General Rules for Loans [Effective]

貸款通則 [現行有效]

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Order of the People's Bank of China  
(No. 2, 1996)

中國人民銀行令  
(1996年2號)

In accordance with the relevant provisions of the [Law of the People's Republic of China on the People's Bank of China](#) and the [Law of the People's Republic of China on Commercial Banks](#), the People's Bank of China has adopted the General Rules for Loans, which are hereby issued and shall come into force on August 1, 1996.

Dai Xianglong, Governor of the People's Bank of China

June 28, 1996

General Rules for Loans

根據《中華人民共和國中國人民銀行法》、《中華人民共和國商業銀行法》的有關規定，中國人民銀行制定了《貸款通則》，現予以發布，從1996年8月1日起施行。

中國人民銀行行長：戴相龍

一九九六年六月二十八日

貸款通則

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**Article 1** To regulate loan practices, safeguard the lawful rights and interests of lenders and borrowers, ensure the security of credit assets, enhance the overall benefits from loan

第一條 為了規範貸款行為，維護借貸雙方的合法權益，保證信貸資產的安全，提高貸款使用的整體效益，促

utilization, and promote the sustainable development of the socialist economy, these General Rules are formulated in accordance with the [Law of the People's Republic of China on the People's Bank of China](#), the [Law of the People's Republic of China on Commercial Banks](#) and other relevant legal provisions.

**Article 2** In these General Rules, "lender" means a Chinese-funded financial institution legally established within the territory of China that is engaged in loan business.

In these General Rules, "borrower" means a legal person, any other economic organization, an individual industrial and commercial household, or a natural person that has obtained a loan from a Chinese-funded financial institution engaged in loan business.

In these General Rules, "loan" means the monetary funds provided by a lender to a borrower and serviced according to the agreed interest rate and maturity.

In these General Rules, "loan currency" includes Renminbi (RMB) and foreign currencies.

**Article 3** Loans shall be provided and utilized in accordance with laws and administrative regulations of the state and administrative rules issued by the People's Bank of China ("PBC") under the principles of efficiency, safety and liquidity.

**Article 4** Lending and borrowing activities between a lender and a borrower shall adhere to the principle of equality, free will, fairness, and good faith.

**Article 5** In conducting loan business, lenders shall follow the principles of fair competition and close cooperation and shall not commit unfair competition.

**Article 6** The PBC and its branch offices shall be the regulatory authorities for the implementation of these General Rules.

Chapter II Types of Loans

**Article 7** Self-operated loans, entrusted loans and special loans:

"Self-operated loans" means loans independently provided by lenders using funds legally raised, with loan risks to be assumed by lenders and principal and interest to be recovered by lenders.

"Entrusted loans" means loans funded by clients, such as governmental departments, enterprises, public institutions, and individuals, provided and supervised by lenders (trustees) for clients according to the recipient, purpose, amount, term, interest rate, and other matters of loans as determined by clients, and recovered with the assistance of lenders. Lenders (trustees) shall only charge handling fees without assumption of loan risks.

"Special loans" means loans approved by the State Council and provided by wholly state-owned commercial banks as ordered by the State Council after appropriate remedial measures are taken for losses possibly caused by the loans.

**Article 8** Short-term loans, medium-term loans and long-term loans:

"Short-term loan" means a loan with a term of not more than one year.

"Medium-term loan" means a loan with a term of more than one year but not more than five years.

"Long-term loan" means a loan with a term of more than five years.

**Article 9** Credit loans, secured loans and note discounting:

"Credit loan" means a loan provided on the basis of the credit standing of a borrower.

"Secured loan" means a surety loan, a mortgage loan, or a pledge loan.

"Surety loan" means a loan provided in the manner of surety as set out in the [Guarantee Law of the People's Republic of China](#), for which a third party undertakes to assume the general surety liability or joint and several liability as agreed on when the borrower fails to repay the loan.

"Mortgage loan" means a loan provided in the manner of mortgage as set out in the [Guarantee Law of the People's Republic of China](#), for which any property of the borrower or a third party is mortgaged.

進社會經濟的持續發展，根據《[中華人民共和國中國人民銀行法](#)》、《[中華人民共和國商業銀行法](#)》等有關法律規定，制定本通則。

第二條 本通則所稱貸款人，系指在中國境內依法設立的經營貸款業務的中資金融機構。

本通則所稱借款人，系指從經營貸款業務的中資金融機構取得貸款的法人、其他經濟組織、個體工商戶和自然人。

本通則中所稱貸款系指貸款人對借款人提供的並按約定的利率和期限還本付息的貨幣資金。

本通則中的貸款幣種包括人民幣和外幣。

第三條 貸款的發放和使用應當符合國家的法律、行政法規和中國人民銀行發布的行政規章，應當遵循效益性、安全性和流動性的原則。

第四條 借款人與貸款人的借貸活動應當遵循平等、自願、公平和誠實信用的原則。

第五條 貸款人開展貸款業務，應當遵循公平競爭、密切協作的原則，不得從事不正當競爭。

第六條 中國人民銀行及其分支機構是實施《貸款通則》的監管機關。

第二章 貸款種類

第七條 自營貸款、委托貸款和特定貸款：

自營貸款，系指貸款人以合法方式籌集的資金自主發放的貸款，其風險由貸款人承擔，並由貸款人收回本金和利息。

委托貸款，系指由政府部門、企事業單位及個人等委托人提供資金，由貸款人（即受托人）根據委托人確定的貸款對象、用途、金額期限、利率等代為發放、監督使用並協助收回的貸款。貸款人（受托人）只收取手續費，不承擔貸款風險。

特定貸款，系指國務院批准並對貸款可能造成的損失採取相應補救措施後責成國有獨資商業銀行發放的貸款。

第八條 短期貸款、中期貸款和長期貸款：

短期貸款，系指貸款期限在1年以內（含1年）的貸款。

中期貸款，系指貸款期限在1年以上（不含1年）5年以下（含5年）的貸款。

長期貸款，系指貸款期限在5年（不含5年）以上的貸款。

第九條 信用貸款、擔保貸款和票據貼現：

信用貸款，系指以借款人的信譽發放的貸款。

擔保貸款，系指保證貸款、抵押貸款、質押貸款。

保證貸款，系指按《[中華人民共和國擔保法](#)》規定的保證方式以第三人承諾在借款人不能償還貸款時，按約定承擔一般保證責任或者連帶責任而發放的貸款。

抵押貸款，系指按《[中華人民共和國擔保法](#)》規定的抵押方式以借款人或第三人的財產作為抵押物發放的貸款。

質押貸款，系指按《[中華人民共和國擔保法](#)》規定的質押方式以借款人或第三人的動產或權利作為質物發放的貸款。

“Pledge loan” means a loan provided in the manner of pledge as set out in the [Guarantee Law of the People's Republic of China](#), for which any chattel or right of the borrower or a third party is pledged.

“Note discounting” means a loan provided by a lender in the manner of purchasing undue commercial notes from a borrower.

**Article 10** Except for an entrusted loan, a borrower shall provide security for a loan from a lender. The lender shall strictly examine the repayment ability of a surety, the rights to and value of the mortgaged or pledged property, and the feasibility of realizing the mortgage or pledge.

Where a lender is convinced upon examination and evaluation that a borrower has a good credit standing and is definitely able to repay a loan, providing security for the loan may be waived.

### Chapter III Loan Term and Interest Rate

**Article 11** Loan term:

The term of a loan shall be determined by a lender and a borrower after consultations on the basis of the production or other business operation cycle and repayment ability of the borrower and the lender's ability to provide funds and be expressly stated in the loan contract.

In general, the term of a self-operated loan shall not exceed 10 years; otherwise, a report must be filed with the PBC.

The term of note discounting shall not exceed six months, starting from the date of discount and ending on the date of maturity of the note.

**Article 12** Extension of the term of a loan:

Where a borrower is unable to repay a loan as scheduled, the borrower shall apply for extension of the term of the loan to the lender before maturity, and extension shall be granted at the direction of the lender; where a borrower applies for extension of the term of a surety loan, a mortgage loan or a pledge loan, a written certificate of consent shall be issued by the surety, mortgagor or pledgor, except as otherwise agreed on.

The extension of a short-term loan shall not cumulatively exceed the original term of the loan; the extension of a medium-term loan shall not cumulatively exceed half of the original term of the loan; and the extension of a long-term loan shall not cumulatively exceed three years, except as otherwise provided for by the state. Where a borrower fails to apply for extension or its application for extension is rejected, the loan shall be transferred into an overdue loan account from the day immediately following the date of maturity of the loan.

**Article 13** Determination of the interest rate for a loan:

A lender shall determine the interest rate for each loan according to the upper and lower limits of interest rate prescribed by the PBC and expressly state it in the loan contract.

**Article 14** Calculation and collection of interest on a loan:

A lender shall calculate and collect and a borrower shall pay interest as scheduled pursuant to the loan contract and relevant provisions on interest accrual of the PBC.

Where the sum of extension and the original term of a loan reaches a new term level for interest rate, the interest on the loan shall be calculated and collected at the interest rate for the new term level from the date of extension.

Penalty interest on overdue loans shall be calculated and collected according to relevant legal provisions.

**Article 15** Interest discount for loans:

To promote the development of certain industries and regional economies, relevant departments may grant interest discounts for loans pursuant to state policies.

Handling banks shall independently provide upon examination loans with interest discounts granted by relevant departments and exercise strict management according to the relevant provisions of these General Rules.

款。

票據貼現，系指貸款人以購買借款人未到期商業票據的方式發放的貸款。

第十條 除委托貸款以外，貸款人發放貸款，借款人應當提供擔保。貸款人應當對保證人的償還能力，抵押物、質物的權屬和價值以及實現抵押權、質權的可行性進行嚴格審查。

經貸款審查、評估，確認借款人資信良好，確能償還貸款的，可以不提供擔保。

### 第三章 貸款期限和利率

第十一條 貸款期限：

貸款期限根據借款人的生產經營周期、還款能力和貸款人的資金供給能力由借貸雙方共同商議後確定，並在借款合同載明。

自營貸款期限最長一般不得超過10年，超過10年應當報中國人民銀行備案。

票據貼現的貼現期限最長不得超過6個月，貼現期限為從貼現之日起到票據到期日止。

第十二條 貸款展期：

不能按期歸還貸款的，借款人應當在貸款到期日之前，向貸款人申請貸款展期。是否展期由貸款人決定。申請保證貸款、抵押貸款、質押貸款展期的，還應當由保證人、抵押人、出質人出具同意的書面證明。已有約定的，按照約定執行。

短期貸款展期期限累計不得超過原貸款期限；中期貸款展期期限累計不得超過原貸款期限的一半；長期貸款展期期限累計不得超過3年。國家另有規定者除外。借款人未申請展期或申請展期未得到批准，其貸款從到期日次日起，轉入逾期貸款帳戶。

第十三條 貸款利率的確定：

貸款人應當按照中國人民銀行規定的貸款利率上下限，確定每筆貸款利率，並在借款合同中載明。

第十四條 貸款利息的計收：

貸款人和借款人應當按借款合同和中國人民銀行有關計息規定按期計收或交付利息。

貸款的展期期限加上原期限達到新的利率期限檔次時，從展期之日起，貸款利息按新的期限檔次利率計收。逾期貸款按規定計收罰息。

第十五條 貸款的貼息：

根據國家政策，為了促進某些產業和地區經濟的發展，有關部門可以對貸款補貼利息。

對有關部門貼息的貸款，承辦銀行應當自主審查發放，並根據本則有關規定嚴格管理。

**Article 16** Interest cessation, reduction, deferral and exemption for loans:

Except as decided by the State Council, no entity or individual may decide interest cessation, reduction, deferral or exemption. Lenders shall, as decided by the State Council, handle interest cessation, reduction, deferral or exemption within their respective powers and responsibilities.

Chapter IV Borrowers

**Article 17** A borrower shall be an enterprise or public institution as a legal person, any other economic organization or an individual industrial and commercial household approved and registered by the administrative authority for industry and commerce (or the competent authority) or a natural person of the nationality of the People's Republic of China with full civil capacity.

In addition to such basic conditions as marketability of products, profitability of production and other business operations, absence of misappropriation of loan funds, and adherence to good faith, a borrower applying for a loan shall meet the following requirements:

1. Have the ability to service the loan as scheduled; and have paid all interest payable on previous loans and repaid all due loans; otherwise, have prepared a repayment plan approved by the lender.
2. Have undergone annual inspection formalities at the administrative authority for industry and commerce, except for natural persons and public institutions as legal persons that need not be approved and registered by the administrative authorities for industry and commerce.
3. Have opened a basic account or an ordinary deposit account.
4. Have a cumulative amount of external equity investments that does not exceed 50% of its total net assets, if it is a limited liability company or a joint-stock limited company, except as otherwise provided for by the State Council.
5. Have a liability-asset ratio to the satisfaction of the lender.
6. Have a ratio between the ownership interest in the legal-person enterprise under a new project and the total investment required for the project that is not lower than the capital ratio specified by the state for an investment project, if a medium- or long-term loan is applied for.

**Article 18** Rights of a borrower:

1. Have the right to apply independently to the handling department of the lead bank or any other bank for loans and obtain loans according to the relevant conditions;
2. Have the right to draw and use all funds of a loan as agreed on in the contract;
3. Have the right to reject any additional conditions not included in the loan contract;
4. Have the right to communicate or report relevant issues to the superiors of lenders and the PBC; and
5. Have the right to assign debts to third parties with the consent of lenders.

**Article 19** Obligations of a borrower:

1. Truthfully provide materials required by lenders (except for materials unavailable pursuant to legal provisions), truthfully provide lenders with information on all banks where it maintains an account, account numbers, and deposit and loan balances, and cooperate with lenders in investigation, examination and inspection;
2. Accept lenders' supervision over its use of credit funds and relevant business, such as production, and financial activities;

第十六條 貸款停息、減息、緩息和免息；除國務院決定外，任何單位和個人無權決定停息、減息、緩息和免息。貸款人應當依據國務院決定，按照職責權限範圍具體辦理停息、減息、緩息和免息。

第四章 借款人

第十七條 借款人應當是經工商行政管理機關（或主管機關）核准登記的企（事）業法人、其他經濟組織、個體工商戶或具有中華人民共和國國籍的具有完全民事行為能力的自然人。

借款人申請貸款，應當具備產品有市場、生產經營有效益、不擠占挪用貸款資金、恪守信用等基本條件，並且應當符合以下要求：

- 一、有按期還本付息的能力，原應付貸款利息和到期貸款已清償；沒有清償的，已經做了貸款人認可的償還計劃。
- 二、除自然人和不需要經工商部門核准登記的事業法人外，應當經過工商部門辦理年檢手續。
- 三、已開立基本帳戶或一般存款帳戶。
- 四、除國務院規定外，有限責任公司和股份有限公司對股本權益性投資累計額未超過其淨資產總額的50%。
- 五、借款人的資產負債率符合貸款人的要求。
- 六、申請中期、長期貸款的，新建項目的企業法人所有者權益與項目所需總投資的比例不低於國家規定的投資項目的資本金比例。

第十八條 借款人的權利：

- 一、可以自主向主辦銀行或者其他銀行的經辦機構申請貸款並依條件取得貸款；
- 二、有權按合同約定提取和使用全部貸款；
- 三、有權拒絕借款合同以外的附加條件；
- 四、有權向貸款人的上級和中國人民銀行反映、舉報有關情況；
- 五、在征得貸款人同意後，有權向第三人轉讓債務。

第十九條 借款人的義務：

- 一、應當如實提供貸款人要求的資料（法律規定不能提供者除外），應當向貸款人如實提供所有開戶行、帳號及存貸款余額情況，配合貸款人的調查、審查和檢查；
- 二、應當接受貸款人對其使用信貸資金情況和有關生產經營、財務活動的監督；

3. Use a loan for the purposes as agreed on in the loan contract;
4. Service a loan in a timely manner as agreed on in the loan contract;
5. Obtain the consent of lenders to assign all or part of a debt to a third party; and
6. Inform lenders in a timely manner of any circumstances threatening the safety of rights of lenders and concurrently adopt preservative measures.

**Article 20** Restrictions on a borrower:

1. A borrower shall not obtain loans from two or more branch offices of a lender which are at the same level and within the same jurisdiction.
2. A borrower shall not provide a lender with balance sheets, income statements, and other documents that are false or conceal material facts.
3. A borrower shall not use a loan for equity investment purposes, except as otherwise provided for by the state.
4. A borrower shall not use a loan for speculation in negotiable securities, futures, and other areas.
5. A borrower shall not use a loan for operating the real estate business, unless it has been legally qualified for operating the real estate business; and a borrower legally qualified for operating the real estate business shall not use a loan for real estate speculation.
6. A borrower shall not obtain a loan for the purpose of seeking illegal gains through on-lending.
7. A borrower shall not use a loan in foreign currency in violation of the provisions of the state on foreign exchange administration.
8. A borrower shall not obtain a loan by fraudulent means.

Chapter V Lenders

**Article 21** Lenders must conduct the loan business with the approval of the PBC, hold a Legal-Person Financial Institution License or a Financial Institution Business License issued by the PBC, and have been approved and registered by the administrative authorities for industry and commerce.

**Article 22** Rights of a lender:

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- 三、應當按借款合同約定用途使用貸款;
- 四、應當按借款合同約定及時清償貸款本息;
- 五、將債務全部或部分轉讓給第三人的,應當取得貸款人的同意;
- 六、有危及貸款人債權安全情況時,應當及時通知貸款人,同時採取保全措施。

第二十條 對借款人的限制:

- 一、不得在一個貸款人同一轄區內的兩個或兩個以上同級分支機構取得貸款。
- 二、不得向貸款人提供虛假的或者隱瞞重要事實的資產負債表、損益表等。
- 三、不得用貸款從事股本權益性投資,國家另有規定的除外。
- 四、不得用貸款在有價證券、期貨等方面從事投機經營。
- 五、除依法取得經營房地產資格的借款人以外,不得用貸款經營房地產業務;依法取得經營房地產資格的借款人,不得用貸款從事房地產投機。
- 六、不得套取貸款用于借貸牟取非法收入。
- 七、不得違反國家外彙管理規定使用外幣貸款。
- 八、不得採取欺詐手段騙取貸款。

第五章 貸款人

第二十一條 貸款人必須經中國人民銀行批准經營貸款業務,持有中國人民銀行頒發的《金融機構法人許可證》或《金融機構營業許可證》,並經工商行政管理部門核准登記。

第二十二條 貸款人的權利:

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