

# MEMBERS' HANDBOOK

## Update No. 98

(Issued 29 November 2010)

This Update relates to the issuance of:

- HK Interpretation 5 *Presentation of Financial Statements – Classification by the Borrower of a Term Loan that Contains a Repayment on Demand Clause*

<u>Document Reference and Title</u>	<u>Instructions</u>	<u>Explanations</u>
<b><u>VOLUME II</u></b>		
Contents of Volume II	Discard existing page iii and replace with revised page iii.	Revised contents page
<b>HONG KONG INTERPRETATIONS</b>		
HK Interpretation 5 <a href="#"><u>Presentation of Financial Statements – Classification by the Borrower of a Term Loan that Contains a Repayment on Demand Clause</u></a>	Insert these pages after HK Interpretation 4 <i>Leases – Determination of the Length of Lease Term in respect of Hong Kong Land Leases</i> .	New Interpretation - Note

**Note:**

1. The classification of a term loan as a current or non-current liability in accordance with paragraph 69(d) of HKAS 1 *Presentation of Financial Statements* shall be determined by reference to the rights and obligations of the lender and the borrower, as contractually agreed between the two parties and in force as of the reporting date. In this regard, the probability of the lender choosing to exercise its rights within the next twelve months after the reporting date is not relevant.
2. The classification of a term loan in accordance with paragraph 69(d) of HKAS 1 shall depend on whether or not the borrower has an unconditional right to defer payment for at least twelve months after the reporting period. Consequently, amounts repayable under a loan agreement which includes a clause that gives the lender the unconditional right to call the loan at any time shall be classified by the borrower as current in its statement of financial position. This is because the borrower under such an agreement does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting period.

3. Similarly, in the contractual maturity analysis disclosed by the borrower in accordance with paragraph 39(a) of HKFRS 7 *Financial Instruments: Disclosures*, amounts repayable under a loan agreement that includes a clause that gives the lender the unconditional right to call the loan at any time shall be classified in the earliest time bracket, in accordance with the guidance in paragraph B11C(a) of HKFRS 7.
  
4. The Institute has issued a Financial and Auditing Alert in relation to the issuance of HK-Int 5 which can be accessed at [http://www.hkicpa.org.hk/file/media/section6\\_standards/technical\\_resources/pdf-file/financial\\_auditing/2010/fraa-11.pdf](http://www.hkicpa.org.hk/file/media/section6_standards/technical_resources/pdf-file/financial_auditing/2010/fraa-11.pdf) .

**HONG KONG (IFRIC) INTERPRETATIONS (HK(IFRIC)-Int)**

HK(IFRIC)-Int 1	<a href="#">Changes in Existing Decommissioning, Restoration and Similar Liabilities..</a>	8/04(7/10)
HK(IFRIC)-Int 2	<a href="#">Members' Shares in Co-operative Entities and Similar Instruments.....</a>	2/05(7/10)
HK(IFRIC)-Int 4	<a href="#">Determining whether an Arrangement contains a Lease.....</a>	2/05(7/10)
HK(IFRIC)-Int 5	<a href="#">Rights to Interests arising from Decommissioning, Restoration and Environmental Rehabilitation Funds.....</a>	2/05(7/10)
HK(IFRIC)-Int 6	<a href="#">Liabilities arising from Participating in a Specific Market – Waste Electrical and Electronic Equipment.....</a>	9/05
HK(IFRIC)-Int 7	<a href="#">Applying the Restatement Approach under HKAS 29 <i>Financial Reporting in Hyperinflationary Economies</i>.....</a>	1/06(7/10)
HK(IFRIC)-Int 8	<a href="#">Scope of HKFRS 2.....</a>	5/06(7/10)
HK(IFRIC)-Int 9	<a href="#">Reassessment of Embedded Derivatives.....</a>	5/06(7/10)
HK(IFRIC)-Int 10	<a href="#">Interim Financial Reporting and Impairment.....</a>	9/06(7/10)
HK(IFRIC)-Int 11	<a href="#">HKFRS 2—Group and Treasury Share Transactions.....</a>	1/07(7/10)
HK(IFRIC)-Int 12	<a href="#">Service Concession Arrangements.....</a>	3/07(8/10)
HK(IFRIC)-Int 13	<a href="#">Customer Loyalty Programmes.....</a>	9/07(5/10)
HK(IFRIC)-Int 14	<a href="#">HKAS 19 —The Limit on a Defined Benefit Asset, Minimum Funding Requirements and their Interaction.....</a>	9/07(12/09)
HK(IFRIC)-Int 15	<a href="#">Agreements for the Construction of Real Estate.....</a>	8/08(8/10)
HK(IFRIC)-Int 16	<a href="#">Hedges of a Net Investment in a Foreign Operation.....</a>	8/08(8/10)
HK(IFRIC)-Int 17	<a href="#">Distributions of Non-cash Assets to Owners.....</a>	12/08(8/10)
HK(IFRIC)-Int 18	<a href="#">Transfers of Assets from Customers.....</a>	2/09(8/10)
HK(IFRIC)-Int 19	<a href="#">Extinguishing Financial Liabilities with Equity Instruments.....</a>	12/09

**HONG KONG INTERPRETATIONS (HK-Int)\***

HK-Int 3	<a href="#">Revenue – Pre-completion Contracts for the Sale of Development Properties.....</a>	6/06 (8/08)
HK-Int 4	<a href="#">Leases – Determination of the Length of Lease Term in respect of Hong Kong Land Leases.....</a>	6/06 (12/09)
HK-Int 5	<a href="#">Presentation of Financial Statements – Classification by the Borrower of a Term Loan that Contains a Repayment on Demand Clause.....</a>	11/10

Note: \* With effect from 24 May 2005, all Interpretations that are developed locally by the Institute are named Hong Kong Interpretations.

**HONG KONG (SIC) INTERPRETATIONS (HK(SIC)-Int)**

HK(SIC)-Int 10	<a href="#">Government Assistance – No Specific Relation to Operating Activities.....</a>	12/04(8/10)
HK(SIC)-Int 12	<a href="#">Consolidation – Special Purpose Entities.....</a>	2/05(1/08)
HK(SIC)-Int 13	<a href="#">Jointly Controlled Entities – Non-Monetary Contributions by Venturers.....</a>	12/04(8/10)
HK(SIC)-Int 15	<a href="#">Operating Leases – Incentives.....</a>	12/04(9/10)
HK(SIC)-Int 21	<a href="#">Income Taxes – Recovery of Revalued Non-Depreciable Assets.....</a>	3/05
HK(SIC)-Int 25	<a href="#">Income Taxes – Changes in the Tax Status of an Enterprise or its Shareholders.....</a>	12/04(8/10)
HK(SIC)-Int 27	<a href="#">Evaluating the Substance of Transactions Involving the Legal Form of a Lease.....</a>	12/04(9/10)

This Interpretation is a clarification of an existing standard,  
HKAS 1 *Presentation of Financial Statements*,  
and shall have immediate effect.

*HK Interpretation 5*

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**Presentation of Financial  
Statements – Classification by the  
Borrower of a Term Loan that  
Contains a Repayment on Demand  
Clause**



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**HK INTERPRETATION 5  
PRESENTATION OF FINANCIAL STATEMENTS –  
CLASSIFICATION BY THE BORROWER OF A TERM LOAN THAT CONTAINS A  
REPAYMENT ON DEMAND CLAUSE**

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HK Interpretation 5 *Presentation of Financial Statements – Classification by the Borrower of a Term Loan that Contains a Repayment on Demand Clause* (HK-Int 5) is set out in paragraphs 1-18. The scope and authority of Interpretations are set out in the *Preface to Hong Kong Financial Reporting Standards*.

## References

- HKAS 1 *Presentation of Financial Statements*
- HKFRS 7 *Financial Instruments: Disclosures*

## Background

1. In general, banks normally grant loans that are either demand loans (e.g. loans that are repayable at any time at the discretion of the lender), or term loans (i.e. loans that are repayable on a specified date or in instalments over a specified period, usually in excess of one year). The terms and conditions of the loans are normally stated in the loan agreement or in the loan facility agreement.
2. Typically, the loan agreements for term loans will set out the basic terms, such as the scheduled repayment date(s), interest rates and additional charges for early repayment, and may also include specific clauses which define default events or debt covenant violations which would give the lender the right to accelerate the repayment terms if those events or violations occur.
3. In addition to defining events of default and the consequences of their occurrence, some term loan agreements include an overriding repayment on demand clause, which gives the lender the right to demand repayment at any time at their sole discretion, irrespective of whether a default event has occurred and notwithstanding any other terms and maturity stated in the agreement.
4. The HKICPA noted an issue concerning the classification of term loans with repayment on demand clauses as current/non-current liabilities by entities reporting under HKFRSs. This issue relates to whether such a term loan should be classified by the borrower as a non-current liability based on the scheduled repayment date(s) or as a current liability based on the repayment on demand clause set out in the loan agreement.
5. The purpose of this Interpretation is to provide guidance on the classification by the borrower of a term loan that contains a repayment on demand clause, with reference to the criteria for classification of liabilities as current or non-current as set out in paragraph 69 of HKAS 1. Paragraph 69 states:

*“An entity shall classify a liability as current when:*

- (a) it expects to settle the liability in its normal operating cycle;*
- (b) it holds the liability primarily for the purpose of trading;*
- (c) the liability is due to be settled within twelve months after the reporting period; or*
- (d) it does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting period (see paragraph 73). Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.*

*An entity shall classify all other liabilities as non-current.”*

## Scope

6. This Interpretation applies where an entity has entered into a contract to borrow funds and the contract includes, amongst its terms and conditions, an overriding right for the lender to demand repayment without notice (or with a notice period of less than 12 months) at its sole discretion.
7. This Interpretation does not address the classification of such contracts by the lender.

## Issue

8. This Interpretation addresses the issue as to whether a term loan that contains a repayment on demand clause shall be classified as a current or non-current liability in the borrower's statement of financial position in accordance with paragraph 69 of HKAS 1.
9. This Interpretation also addresses the issue as to whether the contractual maturity analysis to be disclosed by the borrower in accordance with paragraph 39(a) of HKFRS 7 should classify the cash flows relating to such term loans based on the contractual repayment dates or with respect to the earliest date on which the lender could demand repayment.

## Conclusions

10. The classification of a term loan as a current or non-current liability in accordance with paragraph 69(d) of HKAS 1 shall be determined by reference to the rights and obligations of the lender and the borrower, as contractually agreed between the two parties and in force as of the reporting date. In this regard, the probability of the lender choosing to exercise its rights within the next twelve months after the reporting date is not relevant.
11. The classification of a term loan in accordance with paragraph 69(d) of HKAS 1 shall depend on whether or not the borrower has an unconditional right to defer payment for at least twelve months after the reporting period. Consequently, amounts repayable under a loan agreement which includes a clause that gives the lender the unconditional right to call the loan at any time shall be classified by the borrower as current in its statement of financial position. This is because the borrower under such an agreement does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting period.
12. Similarly, in the contractual maturity analysis disclosed by the borrower in accordance with paragraph 39(a) of HKFRS 7, amounts repayable under a loan agreement that includes a clause that gives the lender the unconditional right to call the loan at any time shall be classified in the earliest time bracket, in accordance with the guidance in paragraph B11C(a) of HKFRS 7.

## Disclosures

13. In accordance with paragraph 39(c) of HKFRS 7, the borrower shall describe how it manages the liquidity risk inherent in the financial liabilities included in the contractual maturity analysis as required under paragraph 39(a) of HKFRS 7. This would include the liquidity risk that arises when the lender has the right to demand repayment of a term loan at any time.
14. In addition, in accordance with paragraph 34(a) of HKFRS 7, the borrower shall also disclose summary quantitative data on its exposure to liquidity risk based on the information provided internally to management, when this information is prepared on a different basis from that disclosed under paragraph 39(a) of HKFRS 7. This would typically occur in the case of term loans which are callable by the lender, where management does not expect the lender to exercise its rights to demand repayment. In such cases, the internal information on liquidity risk would generally be based on expected repayment dates with reference to the schedule of repayments set out in the term loan agreements. Such expected cash flow information should be disclosed in accordance with paragraph 34(a) of HKFRS 7, in addition to the contractual maturity analysis based on the earliest possible date that the borrower could be required to repay, which is disclosed under paragraph 39(a) of HKFRS 7.

## Effective date

15. This Interpretation is a clarification of an existing standard and shall have immediate effect.



## Transition

16. Where the initial application of this Interpretation constitutes a change in accounting policy, it should be accounted for retrospectively in accordance with HKAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*.

## Consistency with IFRSs

17. HKAS 1 and HKFRS 7 are adopted from IAS 1, *Presentation of Financial Statements*, and IFRS 7, *Financial Instruments: Disclosures*, respectively.
18. Prior to the issuance of this Interpretation, the HKICPA submitted an agenda request to the IFRS Interpretations Committee (“the Committee”) concerning the issue set out in paragraph 8 of this Interpretation. The Committee discussed this issue at its meeting on 3 September 2010 and noted that paragraph 69(d) of IAS 1 requires that a liability must be classified as a current liability if the entity does not have the unconditional right at the reporting date to defer settlement for at least twelve months after the reporting period. The Committee confirmed its view in the agenda decision which was published in the November 2010 edition of IFRIC Update and which is available on the IASB’s official website ([www.ifrs.org/Updates/Updates.htm](http://www.ifrs.org/Updates/Updates.htm)). Consequently, the HKICPA considers that the Conclusions set out in this Interpretation are consistent with IFRSs.