



Bank of Baroda (Kenya) Ltd.



Account Opening Form

Account Opening Form

CLIENT CHECK LIST

Individuals

- Original & copy of identity card or passport / alien card *
- 2 recent coloured passport size photos of each individual
- Original & copy of P.I.N. *
- Proof of address
- Minors birth certificate
- Annexure A for joint accounts

Sole Proprietorship

- Original & copy of identity card or passport *
- 2 recent coloured passport size photos of the proprietor
- Original & copy of business name registration certificate *
- Original & copy of P.I.N. *
- Proof of address
- Annexure B

Partnership

- Original & copies of Identity Cards or passports of the partners *
- 2 recent coloured passport size photos of all the partners
- Original & copy of Business name registration certificate / deed *
- Original & copy of P.I.N. *
- Proof of address
- Annexure C

Company

- Original & copy of memorandum and articles of association *
- Original & copy of certificate of incorporation *
- Original & copies of identity cards or passports of signatories *
- 2 recent coloured passport size photos of signatories
- List of present Directors/Shareholders duly certified by company secretary
- Original & copy of P.I.N *
- Proof of address
- Annexure D

Trust / Club / Association / NGO

- Original & copy of by-laws / trust deed / constitution *
- Original & copy of certificate of registration *
- Original & copies of identify cards or passports of signatories *
- List of members of management committee
- 2 recent coloured passport size photos of signatories
- Exemption certificate for taxation if available
- Original & copy of P.I.N. *
- Proof of address
- Annexure E

* Original documents submitted will be returned upon verification.

BRANCH

Dear Sir / Madam,

I / We request you open an account in my / our name(s) as under:

- Baroda Personal Savings Ordinary Savings Term Deposit Baroda Toto Current
 Others (Please specify) _____

Currency of the Account: KES USD GBP EUR

Mode of Operation

- Solely Either or Survivor Anyone
 Any two jointly All jointly Other

INDIVIDUAL / JOINT ACCOUNT (Please fill in block letters)

PERSONAL DETAILS

FIRST APPLICANT

Mr. / Mrs. / Ms. _____ Middle name _____ Surname _____

Nationality _____ Date of birth _____ ID No. / PP No. _____

Date of Issue _____ Expiry date _____ PIN No. _____

MAILING ADDRESS

P.O. Box _____ City _____ Code _____

PHYSICAL ADDRESS

Plot / House No. _____ Street _____ Location _____

Residing at this address since? _____ Is it owned or rented? _____

Telephone: Office _____ Residential _____

Mobile _____ Fax _____

Personal E-mail _____ Office Email _____

Exact nature of business / Occupation _____ Employer _____

SECOND APPLICANT

Mr. / Mrs. / Ms. _____ Middle name _____ Surname _____

Nationality _____ Date of birth _____ ID No. / PP No. _____

Date of Issue _____ Expiry date _____ PIN No. _____

MAILING ADDRESS

P.O. Box _____ City _____ Code _____

PHYSICAL ADDRESS

Plot / House No. _____ Street _____ Location _____

Residing at this address since? _____ Is it owned or rented? _____

Telephone: Office _____ Residential _____

Mobile _____ Fax _____

Personal E-mail _____ Office Email _____

Exact nature of business / Occupation _____ Employer _____

THIRD APPLICANT

Mr. / Mrs. / Ms. _____ Middle name _____ Surname _____

Nationality _____ Date of birth _____ ID No. / PP No. _____

Date of Issue _____ Expiry date _____ PIN No. _____

MAILING ADDRESS

P.O. Box _____ City _____ Code _____

PHYSICAL ADDRESS

Plot / House No. _____ Street _____ Location _____

Residing at this address since? _____ Is it owned or rented? _____

Telephone: Office _____ Residential _____

Mobile _____ Fax _____

Personal E-mail _____ Office Email _____

Exact nature of business / Occupation _____ Employer _____

COMPANY / TRUST / CLUB / ASSOCIATION/ NGO / OTHER (Please fill in block letters)**ACCOUNT DETAILS**

Name in full (CAPITAL LETTERS) _____
 Nature of Business: _____
 Certificate of Incorporation / Registration Certificate No: _____ Date of issue: _____
 Physical Address (Office) _____
 P.O.Box _____ City _____ Code _____
 Telephone: Office _____ Residential _____
 Mobile _____ Fax _____
 Personal E-mail _____ Office Email _____
 PIN _____ VAT No. _____

DETAILS OF SIGNATORIES (Please sign only within the boundary of this box)

ATTACH PASSPORT SIZE PHOTOGRAPH HERE	ATTACH PASSPORT SIZE PHOTOGRAPH HERE	ATTACH PASSPORT SIZE PHOTOGRAPH HERE	ATTACH PASSPORT SIZE PHOTOGRAPH HERE
NAME	NAME	NAME	NAME

REFERENCE (BANK OF BARODA A/C HOLDERS) Please fill block letters

Name _____ Account No. _____
 Address _____ Phone No. _____
 How long have you known the applicant? _____ Signature _____

DECLARATION

I/We hereby confirm having read the General Terms and Conditions of the Bank applicable to maintaining an account and I/We agree to abide by them. I/We note that the Bank could amend the Terms and Conditions without my/our consent. The particulars desired by the Bank are furnished below/enclosed. I/We agree to produce the original of any document desired by the Bank for verification. I/We authorize the Bank to hold certified copies of the documents so produced.

I/We hereby authorize the Bank to disclose any information relating to my/our account to any credit reference agency, any other institution or third party as it deems necessary. In case the prescribed minimum balance is not maintained, I/We authorize the Bank to return the Cheque(s), drawn by me/us even if sufficient funds are available to pass the Cheque.

FACILITIES REQUIRED

Cheque Book _____ leaves BARODA CASH (ATM) Card Internet Banking *

* Please fill separate form for internet banking

NAME	SIGNATURE

Enclosure: Annexure A B C D E

GENERAL TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S ACCOUNTS

These Terms and Conditions govern the opening closing and general dealing with accounts opened with the Bank and constitute the agreement between the Bank and the Customer.

- 1. Definitions** - In these Terms and Conditions the following expressions shall unless the context otherwise required have the following meanings:
"Account" means any of a savings bank account, current deposit account, fixed deposit account, call deposit account, foreign currency account, loan or other bank account opened with the Bank pursuant to an application made by the Customer to open such an account or howsoever opened;
"Bank" means Bank of Baroda (K) Limited its successors and assignees (whether immediate or derivative) and any of its branches;
"Business Day" means a day (other than a gazetted public holiday in Kenya) on which banking institutions are generally open for the conduct of normal banking business in Kenya;
"Customer" means a person (whether a natural person, body corporate or incorporate, firm, corporation, club, partnership, proprietorship, association, state, administrative and governmental body whether being a separate legal entity or not trust or joint venture) who has opened an Account with the Bank and includes the Customers authorised signatories and agents;
- 2. Agreement - It is hereby agreed declared as follows:**
 - 2.1. By completing and signing the Bank's prescribed Account opening form with the Bank the Customer shall be deemed to have accepted to be bound by these Terms and Conditions in addition to other terms and condition which govern the opening, closing and general operation of specific Accounts.
- 3. Customer's Instructions**
 - 3.1. The Customer hereby authorizes and directs the Bank to honour and to debit to the Customer's Account, all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out in accordance with the operational instructions held by the Bank from the Customer or authorized agent, or mandated account holder and to carry out any instructions the Customer may give in connection with the Account notwithstanding that any such debiting or carrying out may cause the Account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft has been reached, the Bank may at its discretion refuse to carry out any instructions which would result in there being an overdraft or an overdraft greater than that agreed, as the case may be or may carry out such instructions at the sole risk and liability of the Customer notwithstanding that this may result in there being an overdraft or an overdraft greater than that agreed. The Bank has the sole discretion to return any cheques paid out of any account whose overdraft limit has been exceeded or any cheques in which in the bank's opinion if paid would cause the account to be overdrawn or where the customer's account is at a minimum balance or where an overdraft has been agreed.
- 4. Authorised Signatories and Agent**
 - 4.1. The Customer shall at the time of opening an Account give to the Bank in a form required by the Bank the full name, address and specimen signature of every person authorize by the Customer to operate the Account. The Account will be operated by the Customer's authorized signatories in accordance with operating instructions given to the Bank.
 - 4.2. Notwithstanding any authority given to an agent by the Customer, the Customer shall remain liable to the Bank for all loans overdrafts and monies borrowed or incurred by an all costs charges expenses commissions and other liability whatsoever incurred or suffered by the agent pursuant to or in breach of Custom's agent's authority together with all interest thereon as determined solely by the Bank and the Customer shall indemnify the Bank (on a full and unqualified indemnity basis) in respect of all liability (which liability shall include without limitation all losses actions costs claims damages charges taxes legal and other professional fees and expenses (including any value added tax on such expenses) which the Bank may incur or suffer as a result of anything done or omitted to be done by the Customers agent pursuant to the authority given to the agent or in breach of such authority.
- 5. Set off and Consolidation**
 - 5.1. The Bank may at any time without notice notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of the Customer's then existing accounts and accounts in the name of the Customer or of the Customer jointly with others (whether current deposit, savings deposit, fixed deposit, call deposit, foreign currency deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in Kenya Shillings or in any other currency) wheresoever stated and notwithstanding that some other person may also be liable in respect thereof set-off or transfer any sum standing to the credit of anyone or more such accounts in or towards satisfaction of any obligations and liabilities of the Customer to the Bank whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing buying rate of exchange of the Bank or such other bank in Kenya nominated by the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Customer is liable with the existing currency.
 - 5.2. The Bank is hereby irrevocably authorized by the Customer in the Customer's name and at the Customer's expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer pursuant to condition 5.1 above. The foregoing provisions of this clause shall be in addition to and without prejudice to such rights of set-off combination consolidation lien and other rights whatsoever conferred on the Bank by law.
- 6. Simultaneous Orders in Excess of Funds**
 - 6.1. Where the Bank receives from the customer several orders at approximately the same time the total amount of which exceeds the available funds of or the credit granted to the Customer, the Bank may honour the orders in whatever manner it deems fit subject to the limit of funds available in the Customer's account.
- 7. Bank Charges and Interest**
 - 7.1. The Bank shall be entitled to debit the Customer's account to recover the following:
 - 7.1.1. Interest on overdraft accounts, loan accounts or any other facility granted by the Bank, at rate or rates agreed on with the Customer or at such other increased rate as decided by

- 7.1.2. the Bank and advised to the customer or as the bank normally charges on such accounts which may be different for different accounts.
 - 7.1.2. Interest in respect of a temporary overdraft or any other facility notwithstanding that the interest rate has not been mutually agreed and which interest rate shall be determined by the Bank in its sole and absolute discretion from time to time.
 - 7.2. Such interest will be calculated on daily balances and debited monthly. The Bank shall notify the Customer of any change in the rate of interest charged.
 - 7.3. The Bank shall also be entitled to debit the Customer's account to recover:
 - 7.3.1. Charges incurred by the Bank in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in any legal, arbitrate on or other proceedings arising out of such dealings.
 - 7.3.2. Commissions levied for various services provided by the Bank at such rates and at such time or times as provided under the Bank's tariff sheet which could revised from time to time; and
 - 7.3.3. All other expenses and charges including but not limited to standing fees, cheque books charges, fax, telex, postages, cables, telephone calls, taxes, duties, value on, inspection, impositions and expenses incurred in complying with the Customer's requests, or incurred in the ordinary course if Customers' dealings with the Bank.
- 8. Statements of Account**
 - 8.1. Statements of Account with be issued as the sole discretion of the Bank or on such other times as mutually agreed between the parties provided that the Bank shall be entitled to charge of statements requested for more regularly than the normal practice of the bank.
 - 8.2. The contents of any Statements of Account or statement of any other nature which has been sent by the Bank to the Customer's to the last known address, and to which the customer has not objected within fifteen (15) days of receipt thereof, shall be deemed to have been received and approved by the Customer, shall not thereafter be challenged by the customer on any ground whatsoever, whether lack or mandate, forged or inadequate signature, endorsement, alterations thereof or otherwise.
- 9. Customer to Inform Bank**
 - 9.1. The Customer shall inform the Bank of any matter relating the Customer's Account in respect of which the Customer requires action from the Bank within a reasonable time (as determined by the Bank).
 - 9.2. The Bank shall not be liable to the customer in respect of any matter relating to the Customer's Account in respect of which it has not received any timely communication from the Customer.
 - 9.3. Whereas the Bank will take reasonable care to comply with the Customers communications, the Bank will nevertheless not be liable for failure to comply with any communication received from the Customer.
- 10. Deposit of Cheques etc**
 - 10.1. All cheques or other orders for payments of whatsoever nature arc accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever other than arising out of the Bank's negligence, the Bank is entitled to debit the Customer's Account with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting, if the account thereby is overdrawn and any Bank charges incurred thereby.
 - 10.2. Before making any withdrawal, the Customer must allow sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out the necessary bookkeeping operations to credit the account. For the purpose of this sub-section sufficient time shall be deemed to be a complete business any after realization of proceeds subject to Clearing House Rules and banking practices prevailing from time to time.
 - 10.3. The Bank shall be entitled to recover from the Customer, by debiting the Customer's Account any money credited to the Customer in error and the Customer shall be liable to refund any shortfall, forthwith, to the Bank.
 - 10.4. The Bank may credit the Customer with amounts paid in by third parties.
 11. No duty on Bank to protest
 - 11.1. The Bank is not liable for any loss or damage suffered by any Customer if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavour to cause dishonored bills to be noted or protested or both (at the cost of the Customer), provided that it receives instructions to do so in a reason time.
 12. Repayment of overdrawn account
 - 12.1. The Bank shall be entitled on demand the immediate repayment (together with interest) of any amount that is overdrawn in any of the Customer's Accounts.
- 13. Lien**
 - 13.1. Where the Customer is indebted of the Bank and whether such indebtedness be present, future, actual, contingent, primary, collateral, several or joint, the Bank has a general lien over all properties of the Customer in the Bank's possession, including, but not limited to, cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for repayment, bills and any other property movable or immovable charged to the Bank and also over all property over which by the general law the Bank has a lien.
 - 13.2. Where the Customer is indebted in circumstances giving the Bank a right of setoff, all securities as set out in condition 13.1 above will be held as security for the debt.
 - 13.3. The Bank may at any time after giving the Customer notice in writing dispose of and realize (without thereby incurring any liability to the Customer) any of the Customer's assets referred to in clause 13.1 above and the Customer hereby constitutes the Bank as the Customer's attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Customer subject to these Terms and Conditions.
 - 13.4. Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realized at the rate of exchange current at the date of set off or realization. The Bank shall not be liable for any loss caused by exchange fluctuations.
 - 13.5. Deposits for a given period of time may be set off against debts notwithstanding that the period of the deposit has not expired.
- 14. Variation and termination of relationship**
 - 14.1. The Bank may at any time, after serving a notice to the Customer, terminate or vary its bank-customer relationship with the Customer. In particular but without prejudice to the generality of the foregoing, the Bank may cancel credits which it has granted and require the immediate repayment of outstanding debts resulting there from within such a time as the Bank may determine.



15. Joint Accounts

- 15.1. In the event of two or more Customers holding a joint account, the following additional provisions apply:
- 15.1.1. the holders of a joint account authorize the Bank to pay or deliver to, or to the order of, the survivors or survivor or the executors or administrators of such survivor, any moneys standing to the credit of their joint account;
- 15.1.2. all liabilities on a joint account are joint and several.

16. Trust Account

- 16.1. The account shall be operated as per the resolutions passed at the meeting of Trustees and/or Managing committee members
- 16.2. The trust account will be expressly so designated there must be notice to the Bank of the Trust account.
17. Limited companies accounts
- 17.1. There shall be a resolution authorising the company to operate the account.
- 17.2. The Bank shall require that the directors authorised to operate the account sign mandate of operating the account any change' in the authorised Signatories should be advised to the Bank by means of a resolution.
18. Minor accounts
- 18.1. The account shall only be operated by Guardian, Parent or Attorney appointed by a Court of Law
- 18.2. The title of the account shall be in the name of the minor
- 18.3. The Bank shall only accept cheques in the name of the minor to be deposited in the account.

19. Partnership Accounts

- 19.1. In the event of the Customer being a partnership firm, the following additional provisions apply:
- 19.1.1. the partners shall give the Bank written instructions countermanding payment of cheques, bills of exchange, promissory notes or other orders for payment when such instructions are given by any person whose name appears on the operating Instructions whether or not that person has signed the original payment instruction;
- 19.1.2. the partners authorize the Bank to make advances with or without security by way of overdraft, loan or in any other manner on the request of the partners for the time being and made in accordance with the operating instructions and to discount bills and promissory notes on the request of the partners for the time being, made in accordance with the operating instructions;
- 19.1.3. the partners authorize the Bank to accept by way of pledge, deposit, security or safe custody anything belonging to the partnership on the instructions of the partners for the time being and made in accordance with the operating instructions, and to deliver upon the instructions of such authorized parties anything so accepted or held on the account of the firm;
- 19.1.4. all liabilities of the partners to the Bank are joint and several. Upon death of one partner the surviving partners shall give the bank notice of such death and of the dissolution of the partnership thereof. After dissolution of the partnership the authority of each partner to bind the firm, and other rights and obligations of the partners shall continue notwithstanding the dissolution so far as may be necessary to wind up the affairs of the partnership;
- 19.1.5. upon any change in the constitution of the partnership, the partners will forthwith furnish amended operating instructions;
- 19.1.6. a mandate remains in force and may be acted upon by the Bank until it has either been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.

20. Freezing of Accounts

- 20.1. The Bank may at any time freeze any account of the Customer after receiving instructions to do so by any appropriate authority or if there is any dispute or the Bank has doubt or any other reason (whether or not well founded) as to person or persons entitled to operate the same, (without any obligation to institute inter-pleader proceedings or to take any step on its own initiative for the determination of such dispute or doubt.

21. Dormant Accounts

- 21.1. The Bank shall at its sole discretion declare a current account or a savings bank account as dormant.
- 21.2. Any savings account shall be declared dormant if not operational for a period of 2 years.
- 21.3. The Bank shall have the sole discretion to reactivate the account if approached by the customer.

22. Closure of Accounts

- 22.1. The customer must specifically request the Bank to close the account by giving the Bank sufficient notice.

23. Cheque Books

- 23.1. Cheque books are issued subject to the Customer agreeing to use any cheque book and cheque form with the utmost care and in particular without prejudice to the generality if the foregoing the Customer agrees to ensure that:
- 23.1.1. that all unused cheque forms are kept in safe custody at all times;
- 23.1.2. that the Bank is informed in writing immediately upon discovering that any cheque book or any cheque form has been stolen, lost or mislaid;
- 23.1.3. that any person preparing the cheque is authorized to do so;
- 23.1.4. that every cheque is prepared and signed in ink or other indelible writing materials;
- 23.1.5. that the amount of any cheque is written as near as possible to the left side of the block provided for filling the amount in numbers to prevent any unauthorized addition of figures.
- 23.1.6. That any cheque and an alteration thereon is signed by an authorized signatory.
- 23.2. The Customer is advised that if it is known with which Bank the beneficiary of a cheque keeps his account, then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.
- 23.3. The collection of cheques shall be done by the holder of the account, and the customer shall execute an acknowledgement of receipt of cheque. The Bank shall herein not release the cheque book to any other person(s) other than the holder of the account and/or the representative authorised to operate the account under the mandate already signed by the customer(s)

- 23.4. On receipt, of written notice from the customer to stop payment of a cheque the Bank will immediately stop payment of the cheque and require that the customer or authorised representative thereof to sign a disclaimer in the form approved by the Bank. The Bank will register instructions from the drawer of the cheque to stop payment of it but will not undertake any responsibility in case these instructions are overlooked. The Customer shall take all reasonable steps to search for the lost cheque and shall in immediately notify the Bank when the lost cheque is found.
- 23.5. Upon closure of any account the (customer will return to the Bank any unused cheque forms relating to that account.
- 23.6. The Bank has absolute discretion to refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank.

24. Forged Cheques

- 24.1. The Bank shall not be liable in any way to the Customer for having honoured even negligently any cheque, the signature or content of which has been forged if:
- 24.1.1. The Customer has facilitated such forgery either by failure to comply with any of the conditions contained herein or by his negligence in any other way; or
- 24.1.2. The forgery has been perpetrated by an employee, servant, agent or contractor of the Customer.

25. Communications

- 25.1. All notices statements letters and other communications from the Bank will be sent to the last address given by the Customer, and the date on the Bank's copy of any communication is taken to the date of such dispatch in the absence of proof to the contrary.
- 25.2. Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Customer, at the date and time of delivery, and if sent to an address outside Kenya; and in proving such dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed in accordance with the Bank's Records.
- 25.3. The Bank or any of its officials shall not be held responsible or accept liability if any communication is received in error, for any losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party by delivery, post, telegraph, telephone, email, fax, telex, or any other means of communication. If the information is received in error the customer is not authorised to view, disseminate, distribute or copy any part of it without written consent and the same should be returned to the Bank immediately.
- 25.4. Change in customers address must be communicated to the Bank.

26. Confidentiality and Disclosure to third parties

- 26.1. The Bank shall keep the information of the banking relations with the customer confidential, however the same is subject to the following exemptions: -
- 26.1.1. Compulsion by law - Disclosure shall be made upon the Bank receiving an order from an authorised authority where the information is in aid of a third party tracing claim; or, pursuant to a specific statutory jurisdiction
- 26.1.2. Duty to public - Where the Customer's eating is posing a danger to the state or public duty which may supersede the duty of the Bank to the Customer.
- 26.1.3. The Bank's interest - Where the Bank's own interest justifies the disclosure.
- 26.1.4. Where the customer has given consent for disclosure
- 26.1.5. Where the disclosure is to other companies in the same group as the Bank to assist the group companies in the marketing of investments and insurance products or to protect group companies by informing them of a customer's default in repayment of its indebtedness.
- 26.1.6. The customer shall be notified the name and address of the agencies to which the customers information has been submitted under Banking Act and CRB Regulations 2008 - Section 28(1) within 30 days of the first listing of the customers information with the agencies.
- 26.1.7. Banker's references - Where the Bank is acting within the scope of banking business and subject to the banking code of practice, when answering inquiries from another bank acting on behalf of the Customer. This will be an opinion as to the Customer's ability to support or undertake a financial transaction or commitment.

27. Interpretation

- 27.1. Unless the context otherwise requires in these Terms and Conditions:
- 27.1.1. references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 27.1.2. references to indemnifying any person against any circumstances include indemnifying and keeping him harmless from all actions claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- 27.1.3. references to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it a d shall include any subordinate legislation or other regulations made under the relevant statute;
- 27.1.4. references to the masculine includes a reference to the feminine and neuter gender and vice versa; and
- 27.1.5. words importing the singular number only include the plural number and vice versa.

28. Amendments

- 28.1. Any addition or alteration to these Terms and Conditions made from time to time by the Bank of which notice has been given to the Customer shall be binding upon the Customers fully, as if the same were contained in these Terms and Conditions.



'BARODA CASH is the 24-hour ATM service available for the customers of Bank. Customers will have access to their savings accounts 24 hours a day, 7 days in a week (**Baroda Cash**) will provide the following services:

- Cash withdrawal
- Account balances enquiries
- Mini statement of account Change of Personal Identification Number (P.I.N)

Customers of any branch of BANK in KENYA will be able to access their accounts through the Pesa Point ATMs. Cash withdrawals are possible upto KSh. 20,000/- per day subject to KSh 5,000/- per transaction provided balance is available in the account to the extent of withdrawal. (Baroda Cash) Card is to be used only for conducting transactions at the ATM only. The ATM Card is not a Credit Card.

Bank Charges for Cash Withdrawals:

For each cash withdrawal an amount KSh. 65/- * will be charged to the customer by way of bank charges. (Charges may change from time to time as fixed by the Bank)

Easy to Use

It is easy to use the card at the ATM. The ATM guides you how to use the card. The card is returned to you after processing your transaction. You are free to contact the branch attached to ATM for any help in the usage of card.

Loss of Card

In case you lose your card, you must report to fee Bank immediately on phone 248402/12 or 249260 and report even Pesa Point also, and confirm the same in writing by next working day to branch. New card with new PIN would be issued after the loss is reported.

Retention of Card by ATM

ATM may retain your card for any of the following reasons

- expiry of the validity of
- the card usage of incorrect P.I.N for three consecutive times
- card is not taken back within 20 seconds after processing of the transaction
- the card is reported lost
- misuse of card is noticed

Please report to the branch and Pesa Point attached to ATM in case your card is retained by ATM. The branch would check the reasons for retention before the card is released to you.

How to obtain your ATM Card?

Complete the enclosed form and submit it to your branch. You would be receiving your P.I.N within 7 days of your application. On receipt of your P.I.N. you are required to call on your branch with your acceptable identity such as identity card, Pass-Port etc. Joint account holders and corporate customers will have to apply for cards separately for each user.

TERMS AND CONDITIONS FOR ISSUE AND USE OF '(Baroda Cash) CARDS

Please read the terms and conditions carefully before you sign and submit the form. On signing the form, you agree to the terms and conditions as set in the agreement Card issue and its usage are governed by terms and conditions which may vary from time to time. This agreement binds all the card holders of Bank.

29. Definitions

In these terms and conditions:

- “**The Bank**” means Bank of Baroda (K) Ltd.
- “**The Account**” means the account maintained by account holder with the bank
- “**Account Holder**” means the person(s)/entities in whose name(s) the accounts are maintained with the Bank
- “**ATM**” means Automated Teller Machine
- “**Card**” means '(BARODA CASH) card issued to a cardholder
- “**Cardholder**” means any person including the account holder and any person to whom a card is issued by the bank
- “**Cash**” means Kenya Shillings
- “**P.I.N**” means Personal Identification Number
- “**Card Transaction**” means transaction made by card holder involving cash or any benefit or facility availed by the card holder from the bank
- “**Maximum Limit**” means maximum cash withdrawal limit on card transaction in respect of the account from time to time notified to the cardholder
- “**Month**” means a calendar month

30. Issue of Card

- 30.1 The bank will issue a card to the account holder and may issue an additional card for use by a person authorized by the account holder who agrees to be bound by the terms and conditions as set in the agreement which may vary from time to time.
- 30.2 The issue of card to the account holder will be at the discretion of the bank. The card issued is and will remain the property of the bank.

31. Card Usage

- 31.1 The '(BARODA CASH) card must be signed by the card holder immediately on receipt and may only be used:
 - i) by the card holder
 - ii) subject to the prevailing terms and conditions of this agreement at the time of use
 - iii) during the validity period embossed on the card
 - iv) within the available credit balance and any undrawn facility in the account but subject to maximum limit
- 31.2 The bank may in its sole discretion and without prior notice and at any time withdraw the right to use the card for services from ATM without prejudice to the obligations of cardholder's obligations herein contained. The bank has right to refuse to re-issue, renew or replace a card.
- 31.3 The cardholder upon request shall return to the bank all or any cards issued by the bank
- 31.4 The card may be used only for transactions in Kenya Shillings.
- 31.5 Card transactions shall be limited to a daily maximum limit of KSh.20,000/- or the limit as fixed by the bank from time to time subject to the availability of funds in the account.
- 31.6 '(BARODA CASH) card is not a credit card nor cheque guarantee card and the cardholder shall not represent the card as such.

32.0 Transaction Debits and Charges

- 32.1 The bank will have right to debit the accounts of the account holders with the amount of cash withdrawals made by the cardholders from ATM other than under the circumstances as cited under clause 6.2 where the account holder's liability shall cease. In the event the account holders are joint account holders and where the cardholders include a person nominated by the account holder(s) and a card is issued under sub-clause 2.1 then all such persons shall be jointly and severally liable for all and any liability of the account holder or the cardholder to the bank under this agreement.
- 32.2 The bank has discretion to impose a charge for issue of the card or service provided under or in connection with this agreement from time to time
- 32.3 The bank may levy charges upon the replacement of a lost or stolen card

33. Termination

The account holder may terminate this agreement by written notice to the bank, but such termination shall only be effective on the return to the bank of all cards issued and the payment of all liabilities of the account holder under this agreement. Until such termination and delivery of all cards issued is effected, the bank may re-issue cards from time to time for use in accordance with this agreement.

34. Ensuring Safety of the Card and P.I.N

- 34.1 It is the responsibility of the cardholder to exercise all possible care to ensure the safety of the card and to keep the P.I.N secret at all times. Any record of P.I.N must be unidentifiable and must be kept entirely separate from the card. A cardholder shall never write the P.I.N on the card. P.I.N mailer advice sent by the bank must be destroyed by the cardholder upon receipt and memorizing the same. Cardholder may change the P.I.N frequently through A.T.M.
- 34.2 If the card is stolen or misplaced or P.I.N became known to any other person, the card holder must, by registered mail, notify the bank at P.O Box 30033-00100, Nairobi or telephone the bank, where the message is provided to the bank verbally by the cardholder, it has to be confirmed in writing within three (3) days of the card being stolen or misplaced. The account holder shall be liable in respect of any use of the card until the notification is made in writing and an appropriate acknowledgement obtained from the bank. The liability of account holder for any subsequent use of the card other than by a cardholder or person who acquired possession of the card with the consent of cardholder, will cease after such appropriate acknowledgement has been obtained from the Bank.

The cardholder would provide all such information to the bank relating to the circumstances of the loss, theft or misuse of the card or disclosure of P.I.N to others. The cardholder shall take steps necessary and assist the bank in the recovery of missing card. In the event of any such loss, theft, misuse or disclosure of P.I.N is suspected or reported, the bank may provide the police all such information which is considered to be relevant. If the P.I.N is disclosed to any other person by the cardholder or the misuse of card is suspected by the cardholder, the card must not be subsequently used but must be cut into two pieces and surrendered to the bank immediately.

35. Variation of the Agreement

- 35.1 The bank has discretion to vary the agreement with a cardholder at any time whether or not similar variation is made to the agreements with the other cardholder(s).

Notification of any such variation will be communicated to the cardholder either in writing or by public through such means as the bank may select and the variation so notified shall be binding upon the cardholder.

36. General Conditions

- 36.1 The bank may use the information obtained about the cardholder from this agreement within the bank's information system. If the cardholder is in default, the bank may share the fact with the credit reference agencies.
- 36.2 The bank shall not be liable if it is unable to perform its obligations under this agreement on account of failure of ATM or any machine, data processing system or communication link or due to industrial dispute or on account of any matter beyond the control of the bank, its agents and sub-contractors.
- 36.3 The account holder should surrender the card(s) issued for the account(s), if the account holder desires to close the account(s).
- 36.4 The account holder shall notify to the bank in writing to the branch where the account is held of any change in address or contact information.
- 36.5 The account holder acknowledges that in the absence of manifest error, the bank's record of card transactions shall be binding and conclusive evidence of the position of the account at any point of time and of any use of a card.
- 36.6 The bank shall not liable in any manner whatsoever for any loss, injury or damage howsoever arising from the use of the ATM and subject to sub-clause 4.1 the account holder agrees to indemnify the bank against all losses, costs, charges and expenses which the bank may suffer or incur directly or indirectly arising from any use by a cardholder of an ATM or any breach of this agreement by any cardholder howsoever, whensoever and wheresoever arising.
- 36.7 This agreement is governed by the Laws of Kenya.

37. Acceptance

To Bank of Baroda (K) Limited Branch

I/ we accept these General Terms and Conditions (being the Terms and Conditions referred to in the Account Opening Form signed by me/us and dated.

The day of 20

Signature (s) of the Customer

Account No.

FOR BANK USE ONLY

Title of account _____

Customer I/D No. _____ Account No. _____ Date _____

Sector classification _____ Code _____

	NAME	SIGNATURE	DATE
A/C opened in the system by			
A/C opening authorized by			
Signature of account holder verified			
Signature of introducer verified			

BRANCH CHECK LIST

- Client check list documents obtained
- Branch stamp affixed at relevant places
- Specimen signature / photograph scanned
- Sector classification code input into system
- Initial deposit amount of Kes. _____
- Company search obtained _____
- Letter of thanks sent on: _____

Branch Manager's Signature _____

Thank you for choosing Bank of Baroda