

# FIXED / CALL NON RESIDENT DEPOSIT APPLICATION FORM

**BRANCH** \_\_\_\_\_

**Re: Fixed/Call Deposit Application** \_\_\_\_\_

**Date** \_\_\_\_\_

Please place on fixed/call deposit Kshs.

Shillings (in words) \_\_\_\_\_  
 \_\_\_\_\_ at the agreed interest rate of \_\_\_\_\_ % p.a

For a period of ( ) \_\_\_\_\_ Days/Months effective from \_\_\_\_\_ In the names of \_\_\_\_\_

**Mode of deposit:** Cash  Cheque  No. \_\_\_\_\_ Transfer

**(For transfer only)**

Please debit my savings / current account No. \_\_\_\_\_ with Kshs. \_\_\_\_\_ and credit the fixed/call deposit account.

**On Maturity please**

Renew the principal amount for a similar term at the prevailing market rates and credit the net interest to my/ our Account No.  OR issue a Bankers Cheque in my/our name

Renew the principal amount together with the interest for a similar term at the prevailing rates of interest.

Uplift the deposit and credit my account No.  With principal plus interest OR issue a Bankers Cheque in my/our name.

Disposal instructions will follow

Others \_\_\_\_\_

I/we confirm having read and understood the terms and conditions of the deposit set out overleaf and agree to abide by the said terms and conditions.

**Account Mandate**

Either to sign  all to sign  single  both  or specify \_\_\_\_\_

**Signatories**

Name	ID No.	Signature(s)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Address / Contact**

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Code \_\_\_\_\_

Telephone \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ E-mail \_\_\_\_\_

**Official use only**

Fixed/Call deposit account No. .... Saving/Current account No...

Fixed/Call deposit receipt No..... Value date...

Maturity date..... Interest rate...

Call rate...

Prepared by \_\_\_\_\_ Approved by \_\_\_\_\_

# DEPOSIT TERMS AND CONDITIONS

## Application and meaning of words

In this Agreement

"Equity Bank" refers to Equity Bank Limited

"I/We" "me/us" refer to the customer(s) (which include an individual, joint name(s), body corporate, partnership, association or trust) under whose name(s) the deposit will be or has been opened and established with Equity Bank.

### 1. Customer Instructions and Application Acceptance

- 1.1 I/We clearly agree that Equity Bank needs to receive clear and written instructions from me/us to initiate and establish "the Deposit" on behalf of me/us. In the event that I/We opt to give verbal instructions over a secure and recorded telephone line, Equity Bank reserves the right to rely on recorded material as evidence in any proceedings arising herefrom.
- 1.2 Equity Bank shall not be obliged to accept from me/us any oral, facsimile or telephone instructions. I/We agree to indemnify Equity Bank against any improper/fraudulent deposit instruction purported to be received by me/us.
- 1.3 I/We will furnish Equity Bank with all required documentation necessary for Equity Bank to determine the validity of the Deposit.
- 1.4 I/We warrant that I/We have the authority and capacity to perform my/our obligations in accordance with the terms and conditions hereinafter appearing.
- 1.5 By signing the annexed Deposit Placement form, I/We signify my/our acceptance of these general terms and conditions in their entirety and with no modification whatsoever except as may be agreed in writing between the parties.

### 2. Exemption from Liability

- 2.1 In the event of my/our failure to perform any of my/our obligations under this contract, I/We undertake to indemnify Equity Bank for any losses incurred by Equity Bank based on prevailing market rates for the purchase/sale on the amount contracted and as determined by and at the sole discretion of Equity Bank in the absence of material manifest error.
- 2.2 Equity Bank shall not be liable in the event of delayed or omitted delivery of funds due to events beyond its control or for reason of force majeure, or for the unavailability of the funds credited to my/our account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of Equity Bank shall be responsible thereof.

### 3. Processing Cut-off Times and Banking Hours

- 3.1 Subject to receipt of full cash payment and the completed Deposit Placement application herein, the deposit shall be effected for same business day value if received during business hours of any business day or for next business day value if received after business hours of any business day as Equity Bank may determine from time to time.
- 3.2 In these Terms and Conditions - "business day" means a day (other than Saturday and Sunday), on which Equity Bank is open for business and the foreign exchange in the country of the currency of the Deposit is open for business.

### 4. Conflicts

- 4.1 In the event of any conflict between Equity Bank's terms and conditions and any of my/our terms and conditions, Equity Bank's terms and conditions shall supersede and override any of my/our terms and conditions. It is hereby agreed and understood that this contract shall be governed by and construed in accordance with Equity Bank's terms and conditions and such terms and conditions of mine/ours shall not be applicable whatsoever.

### 5. Off-setting Contracts and novation netting

- 5.1 In addition to any general lien or similar to which Equity Bank as bankers may be entitled by Laws of Kenya, Equity Bank may at any time and without notice combine or consolidate all or any of my/our deposits and accounts with and liabilities to Equity Bank and set-off or transfer any sum or sum standing to the credit, including but not limited to cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us with Equity Bank in or towards satisfaction of any of my/our liabilities to Equity Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 5.2 Equity Bank is, in addition to any other right, hereby authorized to set off any losses incurred by Equity Bank against any of my/our accounts at any of Equity Bank's branches.

### 6. Deposit Renewal

- 6.1 Unless Equity Bank receives written instructions prior to maturity of the Deposit and each successive maturity thereafter, the Deposit and all accrued interest will automatically be renewed at the prevailing Bank interest rate for identical tenor(s) to the original tenor, on these general Terms and Conditions. Equity Bank reserves the right not to accept or renew the Deposit.

### 7. Payments

- 7.1 Interest on the Deposit and any renewed Deposit shall be paid at Equity Bank's rate prevailing on the date of placement or renewal (as the case may be), without notifying me/us, calculated and credited on such basis and in accordance with such formula as Equity Bank may select at its sole discretion, provided that Equity Bank shall not be obliged to pay any such interest if I/we breach any warranty. Declaration term or condition contained in this form.
- 7.2 Interest on deposits will be paid less applicable taxes, unless the customer(s) is are exempted.
- 7.3 The interest is payable solely at Equity Bank and is subject to the Laws at any time existing in the Republic of Kenya.
- 7.4 All payments obligations of Equity Bank under this contract, including its obligation to pay principal and interest, are payable solely at Equity Bank offices.
- 7.5 No third party payments will be made by Equity Bank for non-current account holders on maturity of deposit proceeds.

### 8. Assignment/Transfer

- 8.1 This contract is not assignable without the consent of Equity Bank and unless the assignee agrees in writing with the Bank to be bound by all the terms and conditions of this contract.

### 9. Termination/Early withdrawal

- 9.1 Withdrawal of the Deposit and/or accrued interest, whether partially or fully, before the maturity date, may be effected only with Equity Bank's consent upon such reasonable terms and conditions as Equity Bank may impose in relation thereto, including and without being limited to the requirement that a minimum amount or the entire deposit and interest be withdrawn or the levy of a reasonable administrative or service charge.
- 9.2 Equity Bank is hereby authorized to impose penalties at its own discretion for any withdrawal made prior to maturity or without due notice under this Deposit.

### 10. Governing Laws and Jurisdiction

- 10.1 The performance of this contract by Equity Bank's obligation to deliver the monies mentioned herein is subject to all laws, regulations, decrees, administrative rules and orders of the Republic of Kenya and the Central Bank of Kenya now or hereafter affecting the same. I/We hereby agree to indemnify Equity Bank and save it harmless from any loss which Equity Bank may incur with regard to this contract by reason of any laws, decrees, administrative rules or orders.
- 10.2 The parties hereby submit to the exclusive jurisdiction of the Courts of Kenya.

### 10.3 Death/mental incapacity of sole account holder

The bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In the case of mental incapacity a court order appointing a guardian ad litem must be availed for authority to operate the account.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_