

## ▶ CBA Home Loan Application Form

### Personal Checklist

#### I have attached the following documents

- ▶ Original ID/Passport and copy
- ▶ Original PIN Certificate and copy
- ▶ Certified Bank statements for the last 12 months (for non CBA customer)
- ▶ Payslips for the last 6 months (original or copy certified by employer)
- ▶ Letter from employer confirming terms and conditions of employment
- ▶ Copy of title deed
- ▶ Sale agreement where applicable



Please complete this form (in BLOCK CAPITALS) and return to one of our Personal Banking Relationship Managers in your Service Delivery Centre

## First applicant

### 1. My personal details

Title (tick appropriate box)  Mr  Mrs  Miss  Dr  Prof  Other

First name(s) \_\_\_\_\_ Surname \_\_\_\_\_

Previous name(s) if any (e.g. maiden name) \_\_\_\_\_ Nationality \_\_\_\_\_

ID No/passport No (please attach copy) \_\_\_\_\_ Country of residence \_\_\_\_\_

PIN number (plus copy of PIN certificate) \_\_\_\_\_ Date of Birth (DD/MM/YYYY) \_\_\_\_\_

Tel Office No. \_\_\_\_\_ Tel Home No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Marital status  Single  Married  Divorced  Widowed

No. of children \_\_\_\_\_

### 2. My bank details

Account with Commercial Bank of Africa?  Yes  No

Branch \_\_\_\_\_ Account No(s) \_\_\_\_\_

Number of years with Commercial Bank of Africa \_\_\_\_\_

Existing loans with Commercial Bank of Africa  Yes  No

Balance \_\_\_\_\_ Date drawn \_\_\_\_\_ Date repaid \_\_\_\_\_

**Other bank account details** Bank name \_\_\_\_\_ Branch \_\_\_\_\_

Bank/Institution	Branch	A/C type	Facilities taken	Monthly repayment	Outstanding amount
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### 3. About my residence

Current residential address (please give full details – plot no., street name, area, etc)

\_\_\_\_\_

Length of stay at present address \_\_\_\_\_ Years

Previous residence address (if less than 3 years at current residence) \_\_\_\_\_

Type  Rented  Owned  Living with parents  Mortgaged  Employer provided

If mortgaged, repayment amount: \_\_\_\_\_ Balance of mortgage: \_\_\_\_\_ Current value of home: \_\_\_\_\_

Permanent address if different from present address (foreign nationals, please provide address in home country)

\_\_\_\_\_

### 4. My work details

Name of current employer \_\_\_\_\_ No. of years with employer \_\_\_\_\_

Work address \_\_\_\_\_ Telephone (Work) \_\_\_\_\_

Occupation \_\_\_\_\_ Employment sector \_\_\_\_\_

Contract tenure \_\_\_\_\_ Expiry date \_\_\_\_\_

Salary received at Commercial Bank of Africa?  Yes  No

Date when salary received \_\_\_\_\_

Name of previous employer (if less than 3 years with current employer) \_\_\_\_\_

No. of years with previous employer \_\_\_\_\_

Anticipated retirement age \_\_\_\_\_ Is the salary paid direct to the bank by your employer  Yes  No

Frequency of salary payments  Weekly  Fortnightly  Monthly Other (specify) \_\_\_\_\_

If salary is not paid to Commercial Bank of Africa are you willing to open an account with Commercial Bank of Africa and have your salary mandated to the account if your loan is approved?  Yes  No

## 5. My budget planner

Please attach original documents to assist in fast processing of your application. Please attach latest 3 months ORIGINAL payslips

<b>Monthly income</b>	salary _____	commissions etc. _____
rental receipts _____	other income _____	total (I) _____
<b>Monthly expenses</b>	loan payments _____	mortgage/rent payments _____
overdraft/card payments _____	total (E) _____	surplus (S=I-E) _____

## 6. My credit card details

Do you have a credit card?  Yes  No

Credit card 1

Name of card provider \_\_\_\_\_ Card No. \_\_\_\_\_

Expiry date \_\_\_\_\_ Limit \_\_\_\_\_

Credit card 2

Name of card provider \_\_\_\_\_ Card No. \_\_\_\_\_

Expiry date \_\_\_\_\_ Limit \_\_\_\_\_

## Second applicant

### 1. My personal details

Title (*tick appropriate box*)  Mr  Mrs  Miss  Dr  Prof  Other

First name(s) \_\_\_\_\_ Surname \_\_\_\_\_

Previous name(s) if any (*eg. Maiden name*) \_\_\_\_\_ Nationality \_\_\_\_\_

ID No/Passport No (*please attach copy*) \_\_\_\_\_ Country of residence \_\_\_\_\_

PIN Number (*plus copy of PIN certificate*) \_\_\_\_\_ Date of birth (DD/MM/YYYY) \_\_\_\_\_

Tel Office No. \_\_\_\_\_ Tel Home No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Marital status  Single  Married  Divorced  Widowed

No. of children \_\_\_\_\_

### 2. My bank details

Account with Commercial Bank of Africa?  Yes  No

Branch \_\_\_\_\_ Account No(s) \_\_\_\_\_

Number of years with Commercial Bank of Africa \_\_\_\_\_

Existing loans with Commercial Bank of Africa  Yes  No

Balance \_\_\_\_\_ Date drawn \_\_\_\_\_ Date repaid \_\_\_\_\_

**Other bank account details** Bank name \_\_\_\_\_ Branch \_\_\_\_\_

Bank/Institution	Branch	A/C Type	Facilities Taken	Monthly repayment	Outstanding amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

### 3. About my residence

Current residential address (please give full details – plot no., street name, area, etc)

Length of stay at present address \_\_\_\_\_ Years

Previous residence address (if less than 3 years at current residence) \_\_\_\_\_

Type  Rented  owned  Living with parents  mortgaged  Employer provided

If mortgaged, repayment amount \_\_\_\_\_ Balance of mortgage; \_\_\_\_\_ Current value of home: \_\_\_\_\_

Permanent address if different from present address (foreign nationals, please provide address in home country)

### 4. My work details

Name of current employer \_\_\_\_\_

No. of years with employer \_\_\_\_\_

Work address \_\_\_\_\_

Telephone (Work) \_\_\_\_\_

Occupation \_\_\_\_\_

Employment sector \_\_\_\_\_

Contract tenure \_\_\_\_\_

Expiry date \_\_\_\_\_

Salary received at Commercial Bank of Africa?  Yes  No

Date when salary received \_\_\_\_\_

Name of previous employer \_\_\_\_\_

Anticipated Retirement Age \_\_\_\_\_ Is salary paid direct to the bank by your employer  Yes  No

Frequency of salary payments  Weekly  Fortnightly  Monthly Other (specify) \_\_\_\_\_

If salary is not paid to Commercial Bank of Africa are you willing to open an account with Commercial Bank of Africa and have your salary mandated to the account if your loan is approved?  Yes  No

### 5. My budget planner

Please attach original documents to assist in fast processing of your application. Please attach latest 3 months ORIGINAL payslips

**Monthly income** salary \_\_\_\_\_ commissions etc \_\_\_\_\_

rental receipts \_\_\_\_\_ other income \_\_\_\_\_ total (I) \_\_\_\_\_

**Monthly Expenses** loan payments \_\_\_\_\_ mortgage/rent payments \_\_\_\_\_

overdraft/ card payment \_\_\_\_\_ total (E) \_\_\_\_\_ surplus (S=I-E) \_\_\_\_\_

### 6. My credit card details

Do you have a credit card?  Yes  No

Credit card 1

Name of card provider \_\_\_\_\_

Card No. \_\_\_\_\_

Expiry date \_\_\_\_\_

Limit \_\_\_\_\_

Credit card 2

Name of card provider \_\_\_\_\_

Card No. \_\_\_\_\_

Expiry date \_\_\_\_\_

Limit \_\_\_\_\_

## 7. Existing Mortgage (If applicable)

### First applicant

#### Section A

Name of lender (if applicable) \_\_\_\_\_ Mortgage Account Number \_\_\_\_\_

When did this mortgage start? (DD/MM/YYYY) \_\_\_\_\_

#### Section B

If purchasing a property, what is the selling price of existing property? (Kshs) \_\_\_\_\_

What amount is outstanding on your current mortgage? (Kshs) \_\_\_\_\_

Will your existing mortgage(s) be paid off by your new mortgage?  Yes  No (if selected what are your intentions)

Do any companies or person hold charges over your property where no monthly payments are required, e.g. Matrimonial charges?

Yes  No

### Second Applicant

#### Section A

Name of Lender (if applicable) \_\_\_\_\_ Mortgage Account Number \_\_\_\_\_

When did this mortgage start? (DD/MM/YYYY) \_\_\_\_\_

#### Section B

If purchasing a property, what is the selling price of existing property? (Kshs) \_\_\_\_\_

What amount is outstanding on your account mortgage? (Kshs) \_\_\_\_\_

Will your existing mortgage(s) be paid off by your new mortgage?  Yes  No (if selected what are your intentions)

Do any companies or person hold charges over your property where no monthly payments are required, e.g. Matrimonial charges?

Yes  No

## 8. Mortgage Details

(Please proceed to the applicable section)

### A. Purchase

Purchase price Kshs \_\_\_\_\_ Deposit paid Kshs \_\_\_\_\_

Amount of loan required Kshs \_\_\_\_\_ Term of loan \_\_\_\_\_

### B. Re-mortgage

Amount of existing mortgage? Kshs A (including any associated linked accounts)

Any additional amount Kshs B \_\_\_\_\_ Term of loan \_\_\_\_\_

Purpose of loan \_\_\_\_\_ Kshs. \_\_\_\_\_ Repayment amount \_\_\_\_\_

Total amount of borrowing required? Kshs A+B

Is the name (s) on this application different to that of your current mortgage?

Yes  No (please give the names on your current mortgage in section B)

### C. Equity Release

Purpose of loan \_\_\_\_\_ Term of loan \_\_\_\_\_

Amount of loan required Kshs \_\_\_\_\_ Repayment Amount \_\_\_\_\_

Current market value of property to be charged \_\_\_\_\_

Is the property currently charged to Commercial Bank of Africa?  Yes  No

Please provide property details:  Freehold  Leasehold

## 9. Property Details

### A. Please enter your property below

Address \_\_\_\_\_ Plot No. \_\_\_\_\_  
Street \_\_\_\_\_ Road \_\_\_\_\_  
Title No. \_\_\_\_\_ Plot size \_\_\_\_\_  
What is the purchase price or, for a re-mortgage, the estimated current value? Kshs \_\_\_\_\_

If securing the facility with more than one property, please indicate the additional details in section 9 in a similar format as 6A and 6B

### B. Type of property

House / Bungalow  Flat  maisonette  
Type of tenure  Freehold  Leasehold  
Vendors (sellers name) \_\_\_\_\_ Address (where applicable) \_\_\_\_\_  
On what date is the sale expected to be completed and purchase price paid \_\_\_\_\_  
Name and contact details of your advocate(s) if applicable \_\_\_\_\_

### C. Leasehold properties only

Un-expired term of lease Years \_\_\_\_\_ Ground rent \_\_\_\_\_ Per annum \_\_\_\_\_  
Service / Maintenance per annum \_\_\_\_\_

## 10. Valuation And Viewing Arrangements

We will require a valuation of the property for the purpose of assessing your mortgage application. It is recommended that a more detailed report is appropriate for your own protection. If you are applying for a mortgage, this is normally required as we will carry out our own assessment of the property value.

Please make sure that the person with whom the appointment is to be arranged is aware that they will be contacted.

Who should the valuer contact to arrange the inspection? In case of a re-mortgage, this may be you.

Name \_\_\_\_\_

For re-mortgages, tick here if the address is the same as the property address entered in section 2, else use the box below.

Address (including postcode) \_\_\_\_\_ Contact number \_\_\_\_\_

Best time to contact:  Daytime  Evening

For purchase only, please provide details of the person selling the property

Name \_\_\_\_\_

Address (If different from property address including postcode) \_\_\_\_\_

## 11. Referees

	Referee 1	Referee 2 (must be a relative)
Full Name	_____	_____
Relationship	_____	_____
No. of years acquainted	_____	_____
Nationality	_____	_____
Tel. (home)	_____	_____
Tel. (work)	_____	_____
Tel. (mobile)	_____	_____
Work address	_____	_____

### How did you hear about Commercial Bank of Africa Personal Loans

Please tick where applicable  Press advertisement  TV advertisement  Existing customer

Radio advertisement  Direct mail  Telesales  Referral

If it's a campaign (please specify) \_\_\_\_\_ Others (please specify) \_\_\_\_\_

**Application declaration**

1. I/we certify this information is true and correct and authorize Commercial Bank of Africa Limited to contact any source of information. I/we agree to be bound by the terms and conditions of this facility. I/we understand Commercial Bank of Africa Limited reserves the right to decline this application without giving reasons.
2. The information and particulars given herein in this application in relation to self and the property and other relevant matters are true to the best of my/our belief.
3. I/we accept that in the event of my/our application being approved, the property offered as security may be valued by the banks approved valuers and undertake to pay for the cost of such valuation. Such valuation report shall be the sole property of CBA.
4. I/we further agree to have the necessary mortgage documents prepared by the advocates of the bank's choice with costs thereof paid by me/us.
5. I/we further agree that the bank may at it's own discretion establish bankers orders to pay insurance premiums for property insurance and mortgage protection, rates and land rent to my/our cost which shall be immediately recoverable and shall not form part of the borrowing.
6. The various terms and conditions for the mortgage advance are acceptable and a signed copy of which is attached.
7. I/we confirm that the bank has not offered any advice regarding suitability of property or mortgage and that I/we shall obtain independent legal advice with regard thereto.

First applicant's signature \_\_\_\_\_ Date (DD/MM/YYYY) \_\_\_\_\_

Second applicant's signature \_\_\_\_\_ Date (DD/MM/YYYY) \_\_\_\_\_

**Bank use only**

**Check list for Branch/Account Relationship Manager**

- Checklist completed  6 months statements checked against payslip
- If foreigner attach contract and work permit

Recommended by: Account Relationship Manager \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Head of Personal Banking and/or Head of Credit and Risk**

- Approved  Declined  Signature \_\_\_\_\_ Date \_\_\_\_\_

**Checklist for loan centre**

- Debit ratio  Approval level
- Interest rate  Repayment period (months)
- Installment amount  Score

Credit analyst \_\_\_\_\_ Signature \_\_\_\_\_

Credit approver \_\_\_\_\_ Signature \_\_\_\_\_

Head of credit \_\_\_\_\_ Signature \_\_\_\_\_

Credit Operations Officer \_\_\_\_\_ Signature \_\_\_\_\_



## **GENERAL TERMS AND CONDITIONS**

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The relationship between the bank and the customer is governed by the laws of Kenya, except where the following general terms and conditions apply and subject to any further agreement in writing. Specific terms apply to specific accounts and products and are available to the customer upon request.

### **Customer's Instructions**

1. The customer requests the bank to honor and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.

### **Authorized signatories**

2. (a) The customer will give the bank in an acceptable form the specimen signature of every person authorized to operate the account. Unless otherwise agreed all signatories are entitled to withdraw all or any of the customer's property or securities held by the bank from time to time, to open any further account in the customer's name, and to overdraw any of the customer's account.  
(b) The bank accepts no obligation to any person other than the customer who is authorized to operate the account or whose concurrence or signature is necessary for the operation of the account.

### **Set-off**

3. (a) The bank may, without notice, set off against any account or indebtedness of the customer:
  - (i) Any other account whether current, loan, savings or any other type;
  - (ii) Any time or other deposit  
(b) The Bank may, upon notice to the Customer, set off his account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof.

### **Simultaneous order in excess of funds**

4. Where the bank receives several orders at approximately the same time the total amount or indebtedness in respect of which the customer is liable, notwithstanding that some other person may also be liable in respect thereof.

### **Bank charges and expense interest**

5. The bank is entitled to be paid by the customer and may debit the customer with:
  - (a) Unless otherwise agreed in writing, interest in overdrawn accounts including additional interest, loan accounts or any other facility granted by the bank, at a rate which may be different for different accounts. The bank need not notify the customer of any change in the rate of interest being charged.

### **Legal charges**

- (b) Advocate and client costs incurred by the bank in obtaining legal advice in connection with the customer's accounts and dealings with the bank or incurred by the bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the customer.

### **Commission**

- (c) Commission at such rates and at such time or times as the bank decides, with discretion to charge different rates for different accounts.

### **Other charges and expenses**

- (d) In addition to the debits authorized by sub-clauses (a), (b) and (c) of this clause, all other expenses and charges including but not limited to ledger fees, disbursements for cheque books, postages, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the customer's requests.

### **Statements deemed approved if not objected to within 28 days**

6. The contents of any statements of account or statement of any other nature which has been sent by the Bank to the customer, and to which the customer has not objected to within twenty eight days of receipt thereof, shall be deemed approved by the customer, and shall not thereafter be challenged by the customer on any grounds whatsoever, whether lack of mandate, forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

### **Delay by customer in lodging complaints**

7. The bank is not responsible for any matter unless the customer has made a written complaint to the bank as soon as reasonable possible.

### **Payment by third parties**

8. The bank may credit the customer with amounts paid by the third parties.

### **Deposit of cheques etc.**

9. (a) All cheques or other orders for payment of whatever nature are accepted for deposit or collection at the risk of the customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the bank may debit the customer 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.  
(b) Before making any withdrawal, the customer must allow a 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 purposes of this sub-section sufficient time shall be deemed to be one complete business day.  
(c) Notwithstanding the provisions of Clause 6 herein any money credited to the customer in error must be repaid immediately together with applicable interest upon demand.

**No duty on bank to protest**

10. The bank is not liable for any loss or damage suffered by any party if any dishonored bill is noted or protested or both. The bank will nevertheless endeavor to cause dishonored bills to be noted or protested or both, provided that it receives instructions to do so at a reasonable time.

**Repayment of overdrawn accounts**

11. The bank is entitled to demand the immediate repayment with interest of any account that is overdrawn.

**Express authority**

12. The customer hereby expressly consents and authorizes the bank to disclose, respond, advise and communicate the details or information pertaining to the account(s) to other banks, financial institutions, credit card companies or credit card reference bureaus, including authorized agents, representatives, lawyers or debt collection agents for the purposes of any bona fide enquiry or collection of any data or towards recovery of any sums due and outstanding to the bank.

**Lien**

13. (a) When the customer is indebted to the bank, the bank has a general lien over all property 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 secure payment of any money whether or not that money has been repaid, and also over all property which by the general law of the bank has a lien.
- (b) Where the customer is indebted in circumstances giving the bank a right of set off, all securities as set out in paragraph (a) hereof are held as security for the debt.
- (c) The bank may at any time give the customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after the receipt of the customer of the notice then the bank may without further notice realize sufficient relief of the customer's assets to discharge the debt.
- (d) If the debt is not discharged within the time allowed, the bank may realize sufficient relief of the customer's assets to discharge the debt, and the customer constitutes the bank his 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.
- (e) The bank is under no obligation in respect of any sale under sub Clause (d) other than for malafides.
- (f) 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 accepts no liability for any loss caused by exchange fluctuations.
- (g) Deposits including those held in foreign currencies, and for a given period of time may be set-off against debts notwithstanding that the time period of the deposit has not expired.

**Variation and termination of relationship**

14. The bank may at any time, upon notice to the customer, terminate or vary its business relationship with the customer and in particular but without prejudice to the generality of the foregoing the bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the bank may determine.
15. The bank may at any time freeze any account of the customer if and so long as there is any dispute or the bank has doubt for any reason (whether or not founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

**Cheque books**

16. Cheque books are issued subject to the following conditions:-
- (a) The customer agrees to look after and use any cheque book and any cheque form with the utmost care.
- (b) The customer further agrees to ensure:-
- (i) That all uncompleted cheque forms are kept in safe custody at all times;
  - (ii) That the bank is informed immediately upon discovery by the customer that any cheque book or any cheque form has been stolen, lost or mislaid;
  - (iii) That any person preparing the cheque is authorized to do so;
  - (iv) That any cheque is prepared and signed in ink or other indelible writing materials.
  - (v) That the amount of any cheque is written as near as possible to the left side of the form to prevent any addition of unauthorized letters or figures;
  - (vi) That any cheque and any alteration is signed by an authorized signatory;
  - (vii) That no uncompleted cheque is given to any stranger or other person when the customer does not have reasonable grounds for believing him to be trustworthy.
- (c) The customer is advised that:
- (i) Where possible any uncompleted cheque should be crossed with two distinct lines in order to make the cheque negotiable only through that particular bank.

**Cheques not drawn in Bank's forms in the manner specified by the Bank**

- (d) On the receipt of a written notice from the customer to stop payment of a cheque, the bank will record the notice.
- (e) Upon closure of any account the customer will return to the bank any remaining uncompleted cheque forms relating to the account.

**Drawing of cash**

17. The bank may refuse payment of any cheque not drawn on the bank's cheque form in the manner specified by the bank in these terms and Conditions.

18. (a) The bank will pay cash to the customer where the cheque is signed in the presence of the teller, by an authorized signatory or by authorized signatories.
- (b) Where a cash cheque is presented not by the customer but by a third party, the bank may require confirmation from the customer or from a representative of the customer before it makes payment. Where cash cheques are presented by employees or other known agents of the customer the following steps will be taken.
  - (i) The employee or agent will be identified beforehand in a manner acceptable to the bank.
  - (ii) A limit on such drawings will be agreed in writing with the bank, and until such limit is agreed no drawings will be allowed under this paragraph.
- (c) Where the customer requests that payments be made under paragraph (b) the customer indemnifies the bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the customer and whether or not the order for payment was in fact the order of the customer.
19. The bank shall not be liable in any way to the customer for having honored even negligently any cheque the signature or content of which has been forged if;
  - (a) The customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 15 hereof or by negligence in any other way; or
  - (b) There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of accounts which debited such cheque as provided by clause 6 hereof or
  - (c) The forgery has been perpetrated by an employee, servant, agent, contractor or persons known to the customer.

**Validity of documents**

20. The bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery order, consignment documents, receipts, warrants and insurance policies.

**Holdings and credit in foreign currency**

21. Subject to all laws and Government regulations applicable:-
  - (a) The bank will credit the counter-value of the customers holdings in foreign currencies to accounts with its correspondents in various countries of origin:
    - (b) Such accounts are in the banks name but are at the Cutomer's risk, and the customer accepts responsibility for ensuing consequences including but not limited to consequences of legal, fiscal or other measures affecting the accounts:
  - (c) Except in the case of an assignment by the customer to the bank, the customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the bank's option;
  - (d) All credits granted in foreign currencies are also subject to this clause.

**Accounts in foreign currency**

22. Subject to all laws and government regulations, where an account is in foreign currency any demand on the bank for payment from such an account is properly met the bank issuing a draft of effecting a transfer or making payment in any manner in foreign currency at the discretion of the bank.

**Communications**

23. (a) All notices, statements, letters and other communications from the bank may be sent to the last address given by the customer, and the date on the banks copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- (b) Any written communication from the bank to the customer including but not limited to any notices given pursuant to these terms and conditions shall be deemed to have been received by the customer, if delivered then at the date and time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.
- (c) The customer has no claim on the bank for damages resulting from resulting from 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, fax, telegraph, telephone, telex or any other means of communication.

**Marginal notes**

24. Marginal notes contained on these General Terms and Conditions are for information purposes only and are not conclusive as to the contents of the clauses they relate to.

**Interpretation**

25. In these terms and conditions the expression 'the customer' shall include any persons, firm, partnership or corporate body.

**Amendments**

26. Any addition or alteration to these General Terms and Conditions may be made from time to time by the bank and of which notice has been given to the customer shall be binding upon the customer as fully as if the same were contained in these Terms and Conditions.

**TO COMMERCIAL BANK OF AFRICA LIMITED**

These are the General Terms and Conditions referred to in the Account Opening Mandate

\_\_\_\_\_  
Signed by me / us

\_\_\_\_\_  
And dated the                      day                      20

\_\_\_\_\_  
And which I/we accept.

\_\_\_\_\_  
Signed (customer)

