



Your Partner in Growth and Development

Branch	
Account Name	
Account No.	

Personal

Account Opening Form



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Your open door to refreshing banking solutions

INDIVIDUAL ACCOUNT OPENING FORM

Title of the Account _____

Tick as appropriate

A/C Type Current Savings Term Deposit Other

Currency Kes Other (specify) _____

Mode of Operation Solely Jointly All to sign Either or Survivor

ATM Card Required A/C Holder Supplementary Card

I/We request you to open an account as specified above. I/We agree to provide any documents requested by you according to the type of account requested and abide by the current rules for the conduct of such an account.

Personal Details (First Signatory)

Mr. Mrs. Ms. First Name _____

Middle Name _____

Last Name _____

Nationality _____ Date of Birth _____

ID No. _____ Passport No./Driving License No. _____ PIN No. _____

Date of Issue _____ Expiry Date _____

Mailing Address for Individual

P.O. Box _____ City _____ Post Code _____

Physical Address for Individual

Plot / Hse. No. _____ Street _____ Location _____

How long have you resided at this address? _____ Is it owned or rented? _____

Telephone: Office _____ Residential _____ Mobile _____

Fax _____ Personal E-mail _____ Office E-mail _____

Exact nature of business/occupation _____

Employer's Company Name _____

Monthly Income _____

Other Accounts held currently (with us or other banks)

Bank Name _____ Branch _____ A/C No. _____

Bank Name _____ Branch _____ A/C No. _____

Referee (Fina Bank A/C holder for at least 1 year)

1. Name _____ Signature _____

Address _____ Phone _____

A/C No. _____ How long have you known applicant? _____

Personal Details (Joint / Mandate / Authorised Signatory)

Mr. Mrs. Ms. First Name _____

Middle Name _____

Last Name _____

Nationality _____ Date of Birth _____

ID No. _____ Passport No./Driving License No. _____ PIN No. _____

Date of Issue _____ Expiry Date _____

Mailing Address for Individual

P.O. Box _____ City _____ Post Code _____

Physical Address for Individual

Plot / Hse. No. _____ Street _____ Location _____

How long have you resided at this address? _____ Is it owned or rented? _____

Telephone: Office _____ Residential _____ Mobile _____

Fax _____ Personal E-mail _____ Office E-mail _____

Exact nature of business/occupation _____

Employer's Company Name _____

Monthly Income _____

Other Accounts held currently (with us or other banks)

Bank Name _____ Branch _____ A/C No. _____

Bank Name _____ Branch _____ A/C No. _____

Statement Cycle Details

I/We request that statements for the account be issued:

Monthly Quarterly

I/We have read and understood the conditions necessary to open and run an account with Fina Bank Limited and I/We oblige to comply. I/We agree that this account shall be opened solely at the discretion of Fina Bank and hereby agree to indemnify Fina Bank at my/our cost against any loss or claims arising out of the account being closed by Fina Bank upon issuance of a 30 day notice due to unsatisfactory performance.

Furthermore, I/We accept that the operations of the account will be subject to the General Terms and Conditions by me/us and confirm that all the given information on this form is true and correct.

Dated _____ Day of _____ 20 _____
(date) (month) (year)

First Signatory

Attach coloured passport size photograph here



Signature of individual
(Please sign only within the boundary of this box)



Name _____

Second Signatory

Attach coloured passport size photograph here



Signature of individual
(Please sign only within the boundary of this box)



Name _____

FINA BANK LIMITED

GENERAL TERMS AND CONDITIONS

The relationship between the Bank and the Customer is that of a debtor and creditor depending upon whether the Customer's account is in debit or credit. The said relationship is governed by the laws of Kenya, except where the following general terms and conditions apply and subject to any further agreement made in writing by the Bank and the Customer. Specific terms and conditions will apply to specific accounts and products. The minimum credit balance required to be maintained in the current account with the Bank will be Kshs. 5,000 (Kshs. Five thousand only) or as will be determined by the Bank at any point in time per account. If the customer maintains more than one current account at a Branch or different branches, this stipulation of minimum balance will be applicable to each account. In case the credit balance in the current Account goes below this minimum amount, the account will attract charges for "unremunerative accounts" at the rate to be stipulated by the Bank and revised at the absolute discretion of the Bank.

Customer's Instructions

1. The Bank shall honour and debit to the account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out by the Customer, 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 provided that the same are signed in accordance with the mandate given by the Customer to the Bank. The Bank may 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.

Authorised Signatories

2. The Customer will give to the Bank in a form acceptable to the Bank a specimen of the signature of the Customer and any other person authorised by the Customer to operate the account. The Bank reserves the right to reject the specimen and the Bank shall not be obliged for giving its reasons for so doing.

Joint Accounts

- 2a) In the event of two or more customers holding a joint account the following additional provisions will apply
 - i) The holders of joint account authorize the Bank to pay or deliver to the order of survivors or survivor or the executors or administrators of such survivor any moneys standing to the credit of their joint account.
 - ii) All liability on the a joint account is joint and several.
 - iii) Upon any change in the constitution of the partnership, the partners will sign a new Mandate.

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 and such revocation or new Mandate has reached the Bank and not until that event has happened, the Bank will not be responsible for acting according to the original mandate.

Partnership Accounts

- 2b) In the event of a customer being a partnership, the following additional provisions apply:
 - i) The partners authorize the Bank to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes or other orders for payment when such instructions are given by any person which is authorized to sign the mandate whether or not that person has signed the original payment instructions.
 - ii) The Partners authorize the Bank to make advances with or without securities by way of overdraft, loan or in any other manner on the request of the partners for the time being made in accordance with the mandate, and to discount bills and promissory notes on request of the partners for the time being made in accordance with the mandate.
 - iii) The Partners authorize the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the partnership on instructions of the partners for the time being made in accordance with the mandate and to deliver the said instructions anything so accepted or held on account of the partnership.

Limited Liability Company Accounts

- 2c) If the limited liability Company or a Public limited liability Company desires to open an account or accounts with the Bank, the following documents/Papers will require to be submitted in addition to account opening forms
- i) Memorandum and Articles of Association which should be certified by the Chairman and Secretary of the Company to be an up to date and true copy, currently in force;
 - ii) Certificate of Incorporation (Original to be submitted to the Bank for perusal, inspection and return)
 - iii) list of names and addresses of present and future Chairpersons and Directors; and their individual PIN numbers
 - iv) Copy of Resolution passed by the Board of Directors of the company authorizing the opening of the Company's Account with the Bank, with instructions regarding operations etc (Original Specimen of this Resolution will be available from the Bank on request)

Survivors or survivor or the executors or administration of such survivor any moneys standing to be credit of their joint account.

All liability of the partners to the Bank is joint and several

Any Mandate, intimation, notice, request or letter varying the original instructions regarding the operation on the account, issue of mandate for or annulling the stop payment of cheques, debits to the joint accounts etc, affecting the operations on the joint account will be acted upon by the Bank only if these are signed by the minimum number of such person who are authorized to operate on the joint accounts. This applies with equal force to authenticating material alteration(s) on the cheque(s) or other mandate(s) instructing the bank to debit such accounts.

Representations and Warranties

3. Where the customer is borrowing from the Bank, you hereby represent and warrant to the Bank that:
- (a) All necessary consents and approvals required for you to accept the facilities and to make all payments to the Bank have been obtained and are in full force and effect;
 - (b) The counter indemnity, the corporate guarantee and the personal guarantees will constitute valid and binding obligations of the parties thereto (other than the Bank) enforceable in accordance with your respective terms;
 - (c) No action, suit or proceeding is pending or threatened against you or any guarantor which could or might have a material adverse effect on the borrower's or such guarantor's respective condition, financial or otherwise;
 - (d) Neither the borrower nor the guarantor (or would with the giving of notice or passing of time or both be) in default in respect of any of its indebtedness whether to the Bank under the facility and/or to any other person (including obligations under guarantees and indemnities);
 - (e) The borrower is duly incorporated with limited liability as a private company and are validly existing under the laws of Kenya and the borrower has undertaken all necessary corporate authorizations to enter into and perform its obligations under the facilities and the counter indemnity and has complied with all material statutory and other legal requirements relative to their business;
 - (f) All information provided to the Bank by the borrower was, when given, true and did not omit anything material to be known by any proposed lender to the borrower and no change has occurred since the date the information was supplied which renders it inaccurate or misleading;
 - (g) Since the date of the borrower's latest audited accounts (which have been prepared in accordance with generally accepted accounting principles and practices in Kenya consistently applied and which fairly and accurately represent the financial position of the borrower, the chargors and the associates) there has been no material adverse change in the borrower's business, assets or financial condition; and the representations and warranties set out hereinabove shall be deemed repeated by the borrower and as of each day that there are monies due to the Bank hereunder and/or under the securities referred to herein.

Set Off

4. The Bank may, without notice to the Customer set off against any account or indebtedness of the Customer or any other person for whom the Customer is surety:
- (i) Any other account whether current, loan, saving or any other type of account; or
 - (ii) Any time or other deposit.

Simultaneous Order of Funds

5. Where the Bank receives several instructions from the Customer at approximately the same time, the total amount of which exceeds the available assets of or the credit available to the Customer, the Bank may in its sole discretion honour the orders in whatever manner it thinks fit, subject to the limit of the funds available in the account to comply with the said instructions.
-

Bank Charges and Expenses

6. The Bank is entitled to be paid by the Customer and may debit the account with
 - (a) Interest - interest (including default interest) on any overdrawn account, loan account or on any other facility granted by the Bank to the Customer, at a per annum rate to be determined by the Bank at its sole discretion, without notice to the Customer and within the limits permitted by law. Such interest is calculated on daily balances and debited monthly.
 - (b) Legal charges - 'Advocate and client' costs incurred by the Bank in obtaining legal advice in connection with the accounts and/or any dealings by the Customer.
 - (c) Commission - commission charges at such rates and at such time or times as the Bank may decide.
 - (d) Other charges and expenses - in addition to the debits set out in sub-clauses (a), (b) and (c) of this clause, all other expenses and charges made by the Bank as more particularly set out in the Bank's tariff of charges which shall apply from time to time.
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Statements Deemed Approved

7. The contents of any statements issued by the Bank to the Customer to which the Customer has not objected to within 28 days of receipt shall be deemed to be approved by the Customer, shall not be challenged by the Customer on any ground, including the lack of mandate on the part of the Bank or;
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Delay by Customer in Lodging Complaints

8. The Bank is not obliged to make any inquiry into any matter relating to the account unless the Customer has made a written complaint of the matter to the Bank as soon as is reasonably possible after receipt by the Customer of such notification.
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Deposit of Cheques

9. Any cheque or any other orders for payment of whatsoever nature shall be accepted by the Bank for deposit or collection at the risk of the Customer. Any money credited by the Bank to the account in error must be repaid to the Bank together with any applicable interest within twenty four (24) hours upon demand being made by the Bank to the Customer.
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Duty on Bank to Protest

10. The Bank is not liable to the Customer for any loss or damage suffered or likely to be suffered by the Customer or any other party, if any dishonoured bill is not protested. The Bank will nevertheless use its best endeavours to ensure that any dishonoured bill is to be noted or protested (or both) provided that the Bank receives instructions from the Customer to do so in reasonable time.
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Repayment of Overdrawn Accounts

11. The Bank is entitled to demand from the Customer the immediate repayment in full, together with interest, if the Customer's account is overdrawn.
 - (a) Where a cash cheque is presented not by the Customer but by a third party other, the Bank may require confirmation from the Customer or from an authorised person before it makes payment to that third party.
 - (b) Where the Customer requests the Bank to make a payment clause 16 (b) hereto the Customer indemnifies the Bank on a full and unqualified basis in respect of all payments made to the presenter of the cheque whether or not the money is received by the Customer and whether or not the order for payment is in fact the order of the Customer.

On receipt of a written notice from the Customer to the Bank to stop payment of a cheque, the Bank shall within such reasonable period act upon the said notice provided that the notice is signed by an authorised signatory and is received by the Bank before the payment is effected.

Lien

12. (a) Customer is indebted to the Bank, the Bank has a general lien over all the 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 by the Customer in favour of the Bank to secure the repayment of any money (actual or contingent) whether or not that money has been repaid by the Customer to the Bank;
- (b) Where the right of set off arises, the property of the Customer set out in paragraph 12 (a) is held by the Bank as security for the indebtedness so arising;
- (c) The Bank may, at any time give the Customer notice in writing that if an accrued debt is not paid within a stipulated period of time after receipt by the Customer of the said notice, the Bank may without any further notice to the Customer enforce any of its rights and remedies under any securities or property held by the Bank to discharge the debt.

In the event of the Bank exercising its rights or remedies under the provisions of clause 12(c) hereto then, any money held by the Bank in foreign currency denomination which is subject to the Bank's lien may be set off at the Bank's rate of conversion on the date converted into Kenya shillings of such set off or conversion. The Bank accepts no liability for any loss caused by such currency conversion fluctuations.

Variation & Termination of Relationship

13. The Bank may at anytime upon notice to the Customer, terminate or vary its business relationship with the Customer and may require the repayment by the Customer of any indebtedness of the Customer to the Bank resulting from such determination or variation.

Freezing of an Account

14. The Bank in its sole discretion may at any time freeze the account, if for so long as (i) there is any dispute between the Customer and the Bank, or (ii) if the Bank has any reason to suspect that a fraud has been committed or (iii) if the Bank account is being operated by the Customer for an illegal transaction (iv) the Bank has any doubt for any reason that the Customer is not the person(s) entitled to operate the account.

Cheque Books

15. The chequebook is issued by the Bank to the Customer, subject to the cheque book terms and conditions stipulated in the cheque book. The Bank may refuse to make payment to the Customer or any third party on any cheque which is not drawn in the manner specified the cheque book terms and conditions.

Payment of Cash

16. (a) The Bank will only pay cash to the Customer where the cheque form is signed by an authorised signatory in the presence of the teller; the Customer's account is overdrawn.
- (b) Where a cash cheque is presented not by the Customer but by a third party other, the Bank may require confirmation from the Customer or from an authorised person before it makes payment to that third party.
- (c) Where the Customer request the Bank to make a payment clause 16 (b) hereto the Customer indemnifies the Bank on a full and unqualified basis in respect of all payments made to the presenter of the cheque whether or not the money is received by the Customer and whether or not the order for payment is in fact the order of the Customer.

On receipt of a written notice from the Customer to the Bank to stop payment of a cheque, the Bank shall within such reasonable period act upon the said notice provided that the notice is signed by an authorised signatory and is received by the Bank before the payment is effected.

Liability

17. The Bank shall not be liable in any way to the Customer or to any third party for making payment on the presentation of a cheque, even negligently, where the signature or content of the cheque has been forged if;
 - (a) The Customer has facilitated in such forgery; or
 - (b) There has been a previous forgery of a cheque of the Customer without the Customer having objected to the payment.

Validity of Documents

18. The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.
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Foreign Currency Accounts

19. Subject to all laws and government regulations applicable:-
 - (a) The Bank will at the request of the Customer credit or debit the Kenya Shillings of the counter value of the Customer's holdings in foreign currency denominations to accounts with the Bank's correspondent Banks in various countries; foreign currency accounts shall be in the Bank's name but shall be operated by the Customer at the Customer's risk including but not limited to the consequences of legal, fiscal or other measures affecting the foreign currency account; the disposal of any amount of money held in the foreign currency account shall be by means only of a request made by the Customer to the Bank for cheques or transfers to be made either in the Customer's name or any other person in the original currency at the Bank's option.
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Communications

20.
 - (a) All notices, statements, letters and other communications to or from the Bank to the Customer (or vice versa) shall be sent to the addresses provided.
 - (b) 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, if delivered, 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 loss, delay, misunderstanding, mutilation, duplication, or any other irregularity due to the transmission of any communication whether to or from the Customer, the Bank or any other third party, by delivery, post, fax, telegraph, telephone, telex or any other form of cable communication.
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Interpretation

21. In these terms and conditions the expression the "Customer" shall include any person or persons, firm, partnership or corporate body and when there are two or more included in the expression the "Customer" such expression shall include either one of such persons severally of all or both of them jointly.
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Disclosure

22. The Bank may disclose any information about the Customer to any person in connection with any actual or likelihood of default by the Customer. This right to disclose includes disclosing information under these terms and conditions (including the assignment or transfer of all the company's or the Bank's rights and obligations under these terms and conditions.
-

Assignment

23. The Bank may assign and/or transfer all or any of its rights, benefits and obligations under these terms and conditions to any person at any time. Where the customer is borrowing from the bank, they shall not be entitled to assign any part or whole of any facilities or to transfer to any or the borrower's (and/or any of the guarantors') the rights and obligations under any facility in the account opening form.
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Variation

24. The Bank may vary these terms and conditions or any part thereof at any time or times subject to the requirements of any statute. Notification of any such variation shall be given to the Customer either in writing or by publication thereof by such means as the Bank may decide and a variation so effected shall be binding on the customer.
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Safe Custody Item

25. Any article received by the Bank for storage or safe keeping is received on the following terms and conditions
 - a) The article is received by the Bank for the account of the depositor.
 - b) The article is received by the Bank at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat, leakage and the bank accepts no responsibility for any such damage or loss except in so far as this clause expressly provides to the contrary.

- c) The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no one article and its contents (if any) attributable to negligence of the Bank or its employees shall be limited to Kshs. 10,000 unless the Bank has acknowledged in writing after such proof as it may require that such article together with its contents (if any) is of a specified value in excess of that sum.
- d) The Bank has a lien over the article and any other such article deposited with the Bank for storage or safe keeping for any outstanding charges payable to the Bank on account of services provided by the Bank for storage or safe keeping of the article or any other such article and pursuant to that lien the Bank is authorize to open any package or envelope containing the article or any other such article and to exercise in respect of the article or any other such rights as the Bank is permitted by the General Terms and Conditions to exercise over any property over which the Bank has a lien.
- e) In the event of death of the depositor the Bank will release the article to the depositor's personal representatives upon production by such personal representatives of a valid grant of probate or Administration, and payment of all outstanding charges due to the Bank in respect of storage or safekeeping of the article.

Memorandum of Acceptance

COMPANIES

I/We the undersigned confirm that I/We read the General Terms and Conditions set out herein and agree to accept and be bound by them.

Executed this _____ day of _____
 (date) / (month) (year)

The common seal of the above company is hereunto affixed in the presence of:

Directors / Authorised Signatories _____

Director / Company Secretary _____

Affix common seal



INDIVIDUALS / PARTNERSHIPS / SOLE PROPRIETORS

I/We the undersigned confirm that I/We read the General Terms and Conditions set out herein and agree to accept and be bound by them.

Executed this _____ day of _____
 (date) / (month) (year)

Name	Designation	Signature
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Checklist: Documents Required

Required	Obtained
1. One coloured passport size photograph for each individual	<input type="checkbox"/>
2. Certified photocopies of ID or Passport/Driving License for each individual	<input type="checkbox"/>
3. Previous 6 months Bank Statement (where applicable)	<input type="checkbox"/>
4. Certified copy of Client's PIN Certificate	<input type="checkbox"/>
5. Utility Bill	<input type="checkbox"/>
6. Birth Certificate (Junior A/C only)	<input type="checkbox"/>

For Official Use Only

RIM 1 _____ RIM 2 _____ RIM 3 _____ RIM 4 _____

RSM No. _____ Date _____ Account No. _____

Form completed by Name _____

Date _____

Signature _____

Input in system by Name _____

Date _____

Signature _____

Checked by Name _____

Date _____

Signature _____

Introduced/sourced by Name _____

Date _____

Signature _____



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Your open door to refreshing banking solutions