

# GENERAL TERMS AND CONDITIONS



The following General Terms and Conditions apply, subject to any further agreement in writing and subject to the laws of Kenya. Specific terms apply to specific account products and services and are available to the customer upon request.

## 1. Interpretation

In these General Terms and Conditions the expression "the customer" shall include all persons, firm, partnership, or corporate body. The expression the Bank shall refer to Family bank Limited.

## 2. Customer's instructions

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

## 3. Authorized Signatories

The customer will give the Bank an acceptable 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 and to overdraw any of the Customer's account provided it is done in accordance with the mandate.

## 4. Set-off

The Bank may notice set offs against any account or indebtedness of the customers:

- i. Any other account whether current, loan, saving or any other type
- ii. Anytime or other deposit

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.

## 5. Simultaneous order in excess of funds

Where the Bank receives several orders at approximately the same time, the total amount of which exceeds the available assets of or the credit granted to the Customers, the Bank may honour the orders in whatever manner thinks fits within the limit of the funds available.

## 6. Bank charges and expense interest

The bank is entitled to be paid by the customer and may debit the customer with:

- a) Unless agreed in writing, interest on overdrawn accounts including penalty interest, loan accounts or any other facility granted by the Bank at a rate which may be different for different accounts. The Bank will update the Customer on changes to interest rates by either putting notices in the branches or newspaper that the Bank uses within five working days of the change and / or advise the Customer within thirty days of the change
- b) Advocates and clients costs incurred by Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Customer Commission at such rate and at such a time or times as the Bank decides, with discretion to charge different rates for different accounts. In addition, the debits authorized by sub-clauses (a), (b) and (c) of this clause, all other expenses and charges including but not limited to ledger fee, disbursement for cheque books, postage's cables telephone calls, taxes, duties, imposition and expenses incurred in complying with the customer's request.

## 7. Statement deemed approved if not objected to within 30 days

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 30 days of receipt thereof, shall be deemed approved by Customer.

## 8. Delay by the Customer in lodging complaints

The bank is not responsible for any matter unless the Customer has made a written complaint to the Bank as soon as reasonably possible

## 9. Payments by Third parties

The Bank may credit the Customer with amounts paid by third parties

## 10. Deposits of cheques

- a) All cheques or other orders for payment of whatever nature are accepted for deposit or collection at 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) A duplicate deposit slip duly stamped and signed is a necessary but not sufficient evidence of cash deposit
- c) Notwithstanding the provisions of clause 6 herein any money credited to Customer in error must be repaid immediately.

## 11. No duty on bank to protest

The Bank is not liable for any loss or damage suffered by any part if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonoured bill to be noted or both provided that it receives instructions to do so in reasonable time.

## 12. Repayment of overdrawn accounts

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

## 13. Lien

- a) When the customer is indebted to the Bank, the Bank has a general lien over all the property of the Customer in the Bank's possessions, including, but not limited to cash, goods, securities or valuable deposited for the safe custody or as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid, and also over all property over which by the general law the bank has 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 securities for the debt.
- c) The Bank may at any time give the Customer notice in writing that if an accrued debts is not paid within a stated period being not less than 14

