



Please complete in block letters, joint applicant to complete an additional application form)

# Personal Account Application Form

These terms and conditions, unless otherwise specifically provided, apply if you have a current or transactional account or a savings account or a fixed deposit with Barclays Bank Kenya Limited, Barclays Plaza, Loita Street, Nairobi, Kenya

### General Terms and Conditions

1. Introduction
1.1 Your agreement with us contained in these general conditions, the additional conditions and the application form and the appointment of bankers signed by you.
1.2 The additional conditions include our charges and the interest rates, notice periods, minimum or maximum balances and other features for the particular type of account. We will tell you when you open your account or apply for a new service. They are also set out in brochures which are available at your branch and which you can ask for at any time. These general conditions are inconsistent with the additional conditions, the additional conditions shall prevail. We and other companies in the same group as us, will use such:

1.3 In this agreement "you" and "your" mean any customer operating an account and includes (where appropriate) any person you authorize or give instructions on your accounts. "We", "us" and "our" mean Barclays.

2. Contacting each other
2.1 We may contact you in person or by post, telephone, fax or by computer (which in this agreement includes any form of electronic communication) or where suitable arrangements have been put in place, using the latest address or number you have given us. You agree to tell us of any changes or additions to these details.

2.2 You can contact us at the address and telephone number shown on your statement or through our twenty four hour Contact Centre on telephone number 3900000, or by way of electronic mail, unless we specifically give you a different address or telephone number to use for a particular service.

2.3 We may record or monitor telephone calls between us so that we can check instructions and make sure that we are meeting our service standards. Our records are conclusive.

3. Giving us instructions
3.1 You can only give us instructions in person or by post, telephone, mobile telephone, fax or, where suitable arrangements have been put in place, by computer, unless we advise you that instructions may be given in a different way for a particular account or service.

3.2 Before you give us any instructions by telephone, mobile telephone, fax or computer we will agree necessary security procedures for authenticating such instructions.

3.3 You must do all that you reasonably can to make sure that the security procedures, codes and Personal Identification Numbers (PINs) are kept secret at all times. If you make a written record of any code or PIN you must make a reasonable effort to disguise it and not keep it with your card or your mobile telephone. In the case of mobile telephone Banking, you must change your PIN on first use.

3.4 You must tell us as soon as you can if any card issued to you is lost or stolen, or if you think someone else may know the security procedures, codes or PINs. Until you tell us, you will be responsible for all instructions that we receive and act on even if the instruction may not have been given by you. Unless we can show that you have been fraudulent, grossly negligent or have broken condition 3.3 we will credit your account with any payments we make after you tell us. We will have no further liability to you. We can ask you for all the information you have about the misuse of security procedures, codes and PINs, which we may pass on to the police if we think that it will be useful.

3.5 We will act on instructions given:
a) on a document bearing your original signature(s); or
b) by telephone, mobile telephone or computer whether or not they were given by you as long as we have followed the security procedures.

3.6 If you give us an instruction by telephone, mobile telephone or computer we may ask you to confirm it under condition 3.5 (a).

3.7 We can refuse to act on any instruction if:
a) the instruction is not clear; or
b) we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us.

3.8 We may ask you to give us written confirmation and co-operation if we have received instructions on your account which were not given by you.

4. Credits to your account
4.1 Funds shall be available on demand subject to the following limitations:
a) withdrawal limits at the teller terminal; and
b) cheque deposits that have not been cleared.

4.2 If we receive instructions and credits for an account during the opening times on any working day, we will process them all on that day or on the date specified in your instructions. Instructions and credits received after the opening times for a working day will be processed on the next working day. Even though branches may open on the weekend, these days are considered non-working days and instructions received on the weekend will be processed on the next working day. Branch opening times vary and are displayed in each branch.

4.3 Your statement balance will show credits when your branch receives them even if they include cheques which are not "cleared". To calculate interest we generally treat cheques as cleared when we receive value for them from the relevant bank through the banking system. However, the bank can still return the cheque unpaid, eg. for lack of funds. If it does so we will debit your account with the amount of the cheque.

5. Interest and charges
5.1 We pay interest on accounts that qualify for interest, or if applicable, charge interest and fees in arrears, by crediting or debiting your account.

5.2 We reserve the right to charge for additional services and to vary interest rates and charges from time to time in accordance with clause 12.

5.3 We will deduct tax on interest before we pay it to you unless we can pay interest without deducting tax under current legislation.

5.4 You shall be entitled to obtain information regarding the transaction charges at your local branch.

6. Statements
6.1 We will give you statements showing all amounts added or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

6.2 We will correct any entries we make by mistake to your account as soon as possible after you tell us about them or we notice them.

6.3 We may put messages on your statement to tell you about changes to this agreement.

7. Account overdrawn
7.1 You shall not be entitled to overdraw on the account, unless the account is a current or transactional account and arrangements for an overdraft have been made beforehand with us. In the event the account does become overdrawn, a letter of demand may be sent to you demanding payment of the overdrawn amount.

7.2 If you do not pay the amount so demanded, you will be in breach of the agreement and legal action shall follow, the cost of which shall be debited to your account.

7.3 We shall, without notification to you, be entitled to use any credit balance in the account or any other account that you may have with the bank, to set-off the amount you owe to us.

8. Payments abroad
8.1 You may give us instructions to make a payment from a specified account to a beneficiary in another country.

8.2 We will use our sole discretion when deciding the method by which your instructions will be transmitted. We will use as a paying bank either the paying bank nominated by you or any bank of our or another bank's choice in the country whose national currency is being remitted and/or the country where the beneficiary resides.

8.3 Responsibility for borrowings
8.4 You are personally responsible for any money owed to us.

10. Our liability to you
10.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of:
a) the amount of such loss, injury or damage; and
b) the amount of any interest you did not receive or any interest you have to pay as a result of such failure, delay or error.

10.2 We will not be liable to you if we do not act on your instructions for any reason under condition 7.2 or 7.4 below on current and transactional accounts or if we cannot carry out our responsibilities under these conditions as a result of anything that we cannot reasonably control.

10.3 We will not be liable under any circumstances for any losses which are not direct or which we could not reasonably have foreseen.

10.4 We will take reasonable care to ensure the security of, and prevent unauthorised access to, our computers.

10.5 If we suffer any losses, costs or other expenses as a result of any breach of this agreement by any account holder, then the account holder may be liable for these.

11. Using information about you
11.1 We will store and process information (including personal and financial information and information which we can be with our parent holders, credit reference agencies or other organisations; or
b) learn from the way you use and manage your account(s); or
c) information from the local currency (and/or any other currency agreed between us). However, if your card is a Visa Electron debit card, you may use your card wherever you use a Visa Electron sign, unless the card states otherwise.

11.2 We may assign and/or transfer all or any of our rights, benefits and interests under the agreement to any person at any time.

11.3 We, and other companies in the same group as us, may also use such information to inform you (by letter, telephone, including automated dialing, email or computer) about products and services (including those of others) which may be of interest to you (although other members of the Group will only send marketing material to individuals if we have their consent).

11.4 We may disclose information about you to any person in connection with an actual or proposed contract which relates to this agreement. This includes disclosing information under the terms of such contract and such a contract includes the assignment and/or transfer of all our rights and obligations under this agreement.

11.5 You can only give us instructions in person or by post, telephone, mobile telephone, fax or, where suitable arrangements have been put in place, by computer, unless we advise you that instructions may be given in a different way for a particular account or service.

11.6 We may give information about you and how you manage your account to people who provide a service to us or are acting as our agents in the understanding that they will keep the information confidential.

11.7 Other than as provided above, we will not disclose information about you to any third party without your consent.

11.8 We may be legally compelled or it is in the public interest to do so;
b) you ask us to do so or give us permission; or
c) it is in our interest to do so.

12. Changing the terms of this agreement
12.1 We may change the terms of this agreement (including our charges) at any time by telling you about the changes in accordance with clause 11, either in your own name or jointly with anyone else. We will tell you if we do this.

12.2 We may at any time suspend the operation of any banking service which we will promptly give you notice if we do so. We may vary the terms of any banking service which is available and add to, vary or withdraw any features of any banking service. We will give you reasonable notice of any changes. We will use our reasonable endeavours, consistent with good banking practice, to ensure that if the change is material the notice period we give you is sufficient to ensure that you have an opportunity to withdraw from the service before the change takes place. Unless we tell you otherwise, notice will be given in writing or by publication in the national press or through posters and files in our branches.

13. Closing your account
13.1 You may close your account by telling us in writing. (In the case of joint accounts, all account holders must sign.)

13.2 If one account holder on a joint account dies, the survivor(s) may withdraw all or part of the account balance.

13.3 We can end our banking relationship with you by telling you in writing. We will give you at least 30 days' notice, unless you are in breach of this agreement, in which case we may end our banking relationship and close your account without notice and with immediate effect. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.

13.4 On closure of your account you will return any plastic cards we have given you, any unused cheques and any computer banking software we have provided. You must repay any money you owe us, including, where applicable, the amount of any cheques, card transactions or any other payment instructions you have made, which have not been taken out of your account.

13.6 Where your account has insufficient account operations over a given period of time, we shall issue you with a letter requesting your instructions on what to do with the account. If we do not receive your instructions within a period of 30 days we shall classify your account as dormant and block any operations on the same. Any money in the account will be held securely in the blocked account where you can claim it upon providing satisfactory identification. If you wish to reactivate your account we shall advise you of the actions required to do so when you call on us at the branch where your account was held.

13.7 We do not claim your money or re-activate your account within a period of six (6) years from the date it is classified as dormant, your account will be closed and any money held will be treated as an unclaimed asset and administered according to the law.

14. General information
These conditions are governed by the laws of the country in which your branch is situated. Any banking terms and conditions implied by such law will also apply to our relationship with you.

15. Complaints
If you want to complain about these terms and conditions or (unless you have received, you may do so in person, in writing, by post, fax, email or by telephone. Details of our complaints handling procedures are available on request from any branch or our Contact Centre.

SPECIFIC ACCOUNT TERMS AND CONDITIONS
1. Credits and Payments on your account
1.1 If you hold a current account you will, on application and upon payment of the requisite charges, be issued with a cheque book. However, no cheque book will be issued to you if you hold a transaction account.

1.2 You must complete cheques so that they are not easy to alter and must not put a date on your cheques which is after the date of the signature. If you do we will not be liable for any loss to you as a result of paying a cheque before the date you have put on it. You can stop a cheque before it has been presented to us for payment. We may make a charge for stopping a cheque.

1.3 You can only cancel instructions given by telephone or computer if they have not been acted on. If we are able to cancel your instruction we may make a charge.

1.4 We will use our sole discretion when deciding the method by which the payment is due to be made. In deciding whether you have enough information requested of us, which we consider pertinent to this, or any other, banking service at any time.

8. Release of Information Clause: You must provide us with any information requested of us, which we consider pertinent to this, or any other, banking service at any time.

CALL DEPOSITS
1. Call Deposits are available for any duration and they have no fixed or minimum or maximum terms, save that some call deposits may require special notice in order to make any withdrawal.

2. We may impose a minimum amount for a Call Deposit to qualify for interest and we shall advise you of this minimum amount at the time of opening the account. You may at any time deposit additional funds into the Call Deposit account.

3. We shall advise you of the rate of interest that will accrue on your Call Deposit. We may vary the rate of interest from time to time. Interest will be calculated on the principal investment amount and will

not be compounded (unless you are advised otherwise). Interest will be calculated daily and paid into your current account or, if we agree, re-invested into the Call Deposit account.

5. You may at any time withdraw the amount in the Call Deposit account either in full or partially. No withdrawal charges will be levied for such withdrawals.

6. All payments, whether of interest or capital will be made by an automated credit into a Barclays account in Kenya nominated by you. There may be a charge for any other means of transfer requested by you.

7. We reserve the right to decline to open a Call Deposit.

8. Release of Information Clause: You must provide us with any information requested by us, which we consider pertinent to this, or any other, banking service at any time.

TERMS AND CONDITIONS FOR MOBILE BANKING
1. Introduction
These terms and conditions apply if you have an account with Barclays Bank of Kenya and wish to subscribe to the mobile banking service and they explain our obligations to you and your obligations to us.

2. The Service
2.1 We will provide the mobile banking service ("the Service") to you through your mobile phone. You must be a subscriber of a mobile service provider with which the Bank has an agreement with for the provision of this service for you to access the Service.

2.2 The Service is only available to Barclays account holders. The Bank reserves the right to accept or decline any application for the Service at its sole discretion.

2.3 The Service will only be provided through the mobile service provider(s) which, the Bank at its sole discretion may determine from time to time.

2.4 The Service will only be provided through the mobile service provider(s) which, the Bank at its sole discretion may determine from time to time.

2.5 It is your sole responsibility to familiarise yourself with the operating procedures for the Service as will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

2.6 You agree and undertake to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time. The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant instructions.

2.7 The Bank will provide you with a Personal Identification Number (PIN) for use with this Service. You must keep this PIN secret and not disclose it. You must take all reasonable care to prevent unauthorized or fraudulent use of the Service. The Bank will not be held liable for any losses arising from the unauthorized use of Your PIN.

2.8 The Provision of the Service is subject to the availability of the mobile telephony connectivity. The Bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service, as a result of the failure of the mobile telephony connectivity.

2.9 You agree that the Bank shall not be held liable for any disputes that may arise between you and your mobile service provider.

2.10 This Service will be provided to you in long as you are the sole account holder of your account(s) or have the mandate to singularly operate the specified accounts.

2.11 The Bank will ensure as far as possible that any information supplied to you through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate information.

2.12 The Service will only be available in geographical regions where the chosen mobile service provider(s) provide(s) mobile telephony connectivity.

2.13 You undertake to keep your SIM card and cell phone safety. You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may use it and/or the Mobile Banking Service, whether with or without your consent.

2.14 You must notify the Bank immediately of theft or loss of your mobile phone/SIM Card, any unauthorized access to the Service or upon your discontinuation of the telephony service with Your mobile service provider, through our Contact Centre at Bishops Gate. The Bank shall not be held liable for any losses resulting from the loss of the SIM card and/or cell phone however caused.

2.15 The Bank reserves the right to enhance the Services at anytime without notice to You. It is Your responsibility to keep updated with these enhancements. The Bank will make all reasonable efforts to notify you of any changes or updates.

2.16 The Bank reserves the right to charge a fee for the provision of the Service and for the use of all or part of the Service. You will be notified of these fees from time to time. You will be liable to pay the Bank for any fees levied for the use of the Service, unless the Bank in its sole discretion has waived such fees. By accepting these terms and conditions, you agree to bear all risks and consequences of the inability to send comply with any instruction sent using the Service due to errors in transmission of your instructions.

3. Non-repudiation
Until and unless you notify the Bank otherwise, all instructions received by the Bank which are associated with your Mobile Phone details shall be deemed to have come from you, and the Bank shall be entitled to rely on such instructions, whether they actually originated from you or not. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on instructions received prior to your notice to the Bank.

4. You hereby indemnify and hold indemnified the Bank against any loss, claim and/or damage that may arise due to negligence, fraud collusion or violation of these Terms on Your and/or a third party's part.

5. Termination and consequences of termination
5.1 You may terminate the use of this Service through an application form available at Our branches. Such requests will be effected within 5 working days of receipt of the termination notice by Us. Any fees that may be outstanding at the time of such termination will remain payable and the Bank reserves the right to debit such termination fees from Your account.

5.2 You will remain liable for any mobile service provider charges that may arise from the use of this Service, as per the mobile service provider's terms and conditions.

6. Discontinuation of the Service
The Service may be discontinued by Us at our sole discretion and at any time without prior notice to you. The Bank may also suspend the service temporarily, without any notice to you, for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary.

7. Disclosure
Information and Instructions received from You through the Service, will be stored by the Bank and accessed by employees of the Bank (as is deemed necessary).

8. Force Majeure
Notwithstanding any provision contained in this Agreement, We shall not be liable to You to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than Us; labour disputes; electrical equipment or mobile network failure; fires; floods; acts of God; government or regulator actions; or without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence We are unable to prevent, whether of the class or causes hereinbefore enumerated or not. If any force majeure event occurs, We will give prompt written notice to You and will use commercially reasonable efforts to minimize the impact of such event.

## Applicant Details-Individual (to be filled by new applicants only)

Branch  Date:

Please affix photograph

National ID/Passport No.

Title: Mr.  Mrs.  Miss:  Ms:  Other

First Name:  Middle name  Surname

Mailing address: P.O Box  Town/City

Postal code  Province

Nationality  Country

Home tel  Country of residence

Date of birth  Mobile/ Telephone no.

Email address  Residential address

Marital status  Gender  Place of birth

### Employment status

a) Employed

Net Monthly Salary (Gross less tax..)

Occupation/ Position

Nature of employer(sector)

Employers name

Employers address

Town

Telephone

b) Self Employed

Nature of Business

Monthly Income/ Turnover

Position

Address

Town

Telephone

## Products details(to be filled by new and existing customers) Please cancel if not required

I wish to apply for :

a) Transactional account

BPL Accounts  Other Transactional account  Foreign Currency Account

Bank Account  Current Account  Currency Type

Bouquet Plus  Pepea Account

Bank Account Plus  Student Account

Bouquet Flexi  Other (specify)

I wish to apply for a cheque book  Yes  No  Number of Leaves 30  60

I wish to apply for a Debit card  Yes  No

b) Savings Account

Bonus Savings

Pepea Savings  Other (specify)

Junior Eagle (for Junior Eagle, please fill the following details for the minor / child)

Surname  First Name

Birth Cert No  Date of Birth

## Additional Account Services (to be filled by new and existing applicants)

a) Mobile Banking  Yes  No

Mobile Number  Debit Card Number

Linked Accounts 1)  2)  3)

b) Standing Order  Yes  No

I would like to setup a Standing Order from my current /transactional account to my savings / Child account.

Account to be Debited

Beneficiary account Number

Beneficiary Name

Frequency  Narrative  Amount

Start Date  End Date

## Income details

Average deposits expected

No. of transactions

Cash deposit(s)

Cheque deposit(s)

Inward transfer(s)

Withdrawals

Cash withdrawal(s)

Cheque withdrawal(s)

Inward withdrawal(s)

## Customer Declaration (to be filled by all customers)

By signing on this form I request you to open an account in my name and authorize you to undertake any enquiries necessary in connection with this application.

I have read, understood and accepted the Terms and Conditions of this account and agree to be bound by them.

Date

Signature of Applicant.

## For Official Use Only

Sales Code  Account Number

Customer ID

Checked by  Sign No.

Approved by  Sign No.

Branch Stamp Here