



# African Banking Corporation Ltd.

## CURRENT ACCOUNT OPENING APPLICATION CURRENT ACCOUNT NUMBER

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### DECLARATION - TO BE SIGNED BY ALL

DATE \_\_\_\_\_

I/We apply to open an account with AFRICAN BANKING CORPORATION LTD as specified hereunder. I/We agree to provide any documents requested by the Bank according to the type of Account(s) requested and to abide by the current rules of the Bank for the conduct of such accounts. I/We confirm having read Current Account rules given overleaf and hereby agree with them and agree to be bound by them. (as amended from time to time.)

<b>Title of Account</b>		<b>Telephone No(s)</b>	
<b>Permanent Address</b>			
<b>Physical Address</b>		<b>Currency of Account</b>	
<b>Country of Residence</b>	<b>Identity Card/Passport No</b>	<b>Business/Profession</b>	
	<b>Date of Issue</b>	<b>Place of Issue</b>	
<b>Nationality</b>	<b>Other related Accounts</b>	<b>Other Bankers</b>	
<b>Instructions regarding operation of account</b>	<b>Introduced by: Signature</b>	<b>Applicant Signature(s)</b>	

Please complete the enclosed specimen signature card and return with the form.

### SECTION-A

#### INDIVIDUAL ACCOUNTS

I, the undersigned request you to open an account to be entitled \_\_\_\_\_  
\_\_\_\_\_ which is in the name of myself/ a firm of which I am sole proprietor and authorize you until I give you notice in writing to the contrary, to honour and pay to the debit of such account all cheques, drafts and orders, all bills accepted and all notes made when signed/endorsed by me.

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### JOINT ACCOUNTS

We the undersigned request you to open a Joint Account in our names and authorize you, until anyone of us shall give you notice in writing to the contrary, to honour and pay to the debit of such account all cheques, drafts and orders, all bills accepted and all notes made signed/endorsed by (either/all) of us. You are also authorized to pay or deliver to or to the order of the survivor of us any moneys, securities or property standing to the credit of our joint Account or held by you for us.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION B**

**LIMITED COMPANY ACCOUNT**

**RESOLUTION OF BOARD OF DIRECTORS**

We hereby certify that the following Resolution of the Board of

Directors of \_\_\_\_\_

Limited was passed at a meeting of the Board held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ and has been duly entered in the Minutes Book and signed therein by the Chairman of the meeting, and is in accordance with Articles of Association of the Company.

**RESOLVED**

That a banking account for \_\_\_\_\_ Limited be opened with the AFRICAN BANKING CORPORATION LTD (the Bank) and that the Bank be and is hereby empowered to honour cheques, bills of exchange and promissory notes, drawn, signed, accepted, or made on behalf of the company by \_\_\_\_\_

(insert any two of the Directors & Countersigned by the Secretary for the time being or otherwise as required) and act on any instructions given by the persons so authorized with regard to any accounts whether in credit or overdrawn or any transactions of the company.

That the Bank be furnished with Certified Copies of:

- (a) An up-to-date copy of the Company's Memorandum & Articles of Association.
- (b) The Company's Certificate of Incorporation.
- (c) The Company's Certificate to Commence Business (Public company only).

That the Company give the Bank a list of the names of the Directors, Secretary and other Officials of the Company and advise the Bank in writing of any changes that may take place and the Bank shall be entitled to act upon the information so given.

That these Resolutions be communicated to the Bank and shall constitute the Company's Mandate to the Bank to remain in force until revoked by notice in writing to the Bank signed by the Chairman or any Director or the Secretary acting or purporting to act on behalf of the Company and for this purpose any instruction varying or purporting to vary the Mandate contained in these Resolutions shall be deemed as revocation.

NAME OF AUTHORISED PERSON TO SIGN	OFFICIAL POSITION	SPECIMEN SIGNATURE

The statements of accounts, advices and other communications be mailed to:

Chairman \_\_\_\_\_ Director/Secretary \_\_\_\_\_

- DOCUMENTS ENCLOSED
- COPY OF CERTIFICATE OF INCORPORATION
  - MEMORANDUM & ARTICLES OF ASSOCIATION
  - LIST OF DIRECTORS
  - COPY OF BOARD RESOLUTION
  - CERTIFICATE TO COMMENCE BUSINESS, IF REQUIRED
  - SIGNATURE CARDS

**SECTION - C**

**FOR FOREIGN CURRENCY DEPOSITS**

CURRENT ACCOUNT - US DOLLAR/POUND.STERLING

Opening of the account in your books, its maintenance and all types of transactions in the account will always be subject to the exchange control regulations and instructions of the Central Bank of Kenya as amended from time to time.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION - D**

**PARTNERSHIP ACCOUNT**

We the undersigned being the present partners in the Firm of \_\_\_\_\_

hereby request and authorize you to open/or continue a current account in the name of our said Firm until any one of us give you notice in writing to the contrary to honour all cheques drawn or bills accepted or notes made or receipts for moneys owned by you to the firm signed by one of us or our Manager and/or Office Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ whose specimen signatures are appended hereto and to debit such cheques, orders, bills, notes and receipts to the firm's account with you.

Upon any partner ceasing to be a member of the Firm by death or otherwise you may until you receive notice in writing to the contrary from us or any of us or the legal personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partner for the time being as having full power to carry on the business of the firm and deal with its assets as freely as if there had been no change in or dissolution of the firm.

SIGNATURE OF PARTNER                      SIGNATURE OF PARTNER                      SIGNATURE OF PARTNER                      SIGNATURE OF PARTNER

Dated this \_\_\_\_\_ day of \_\_\_\_\_

DOCUMENTS ENCLOSED

PARTNERSHIP DEED

SIGNATURE CARDS

REGISTRATION CERTIFICATE

**SECTION - E**

**CLUB, SOCIETY, ASSOCIATION OR TRUST**

CERTIFIED COPY OF RESOLUTION

At a meeting of the \_\_\_\_\_  
(Insert Committee of Management or as the case may be)

of the \_\_\_\_\_  
(Insert name of the Club, Society or Association)

Held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
It was resolved

1. That an account be opened in the above name with AFRICAN BANKING CORPORATION LTD and that the said Bank be and is hereby empowered to honour and debit to such account any cheques and other orders for payment drawn, signed, accepted or made on behalf of the Club, Society or Association by the Chairman and Secretary or any two officer(s) so authorised and to act on any instructions given by the persons so authorised with regard to the account.
2. That the Bank be furnished with a copy of the Constitution, Rules and Bye-laws and be from time to time informed by notice in writing under the hand of the Secretary of any changes which may take place therein and be entitled to act upon any such notice.
3. That these Resolutions be communicated to the Bank and remain in force until revoked by notice in writing to the Bank signed by the Chairman or the Secretary acting or purporting to act on behalf of the Society, Club or Association and the Bank shall be entitled to act upon such notice.
4. Certified that the above Resolutions were duly passed and entered in the Minutes Book of the Club, Society or Association and duly signed by the Chairman and that the specimen signatures recorded hereunder are correct.

SPECIMEN SIGNATURE OF PRESENT TRUSTEES/OFFICE BEARERS:

NAME	OFFICIAL POSITION	SIGNATURE

Secretary \_\_\_\_\_ Chairman \_\_\_\_\_ Date \_\_\_\_\_

DOCUMENTS

COPY OF RULES

ENCLOSED

CERTIFIED COPY OF RESOLUTION

**TO BE USED BY THE BANK**

OPENED BY: \_\_\_\_\_ INITIAL DEPOSIT KSHS. \_\_\_\_\_

CHEQUE BOOK No: FROM \_\_\_\_\_ TO \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

AUTHORISED BY \_\_\_\_\_

## CURRENT ACCOUNT RULES

1. Cheque books are to be kept under lock and key. The Bank will not be responsible if a payment is made against a cheque stolen due to negligence on part of the Account holder.
2. Withdrawals can only be made through the cheque books issued to the Account holder.
3. The Bank is authorised to debit the Account of the Account holder to recover the excise duty, value of the cheque books or for any other services rendered to the Account holder.
4. Fresh cheque books are issued only against the written request by the authorised persons on the printed requisition form supplied with the previous cheque book.
5. Any cheque bearing alterations without authentication from the authorised signatures will not be paid.
6. Upon closure of the Account all unused cheques leaves are to be surrendered to the Bank.
7. The Bank is authorised to debit the account if at any stage it is realised that an entry which was inadvertently credited to the Account. The Account holder accepts to cover the overdraft created due to such debit entry immediately upon advice.
8. Any credit entry in the account due to deposit of cheque or collection of negotiable instruments may be reversed if any of the cheque or negotiable instrument is subsequently returned unpaid. The Account holder accepts to cover the overdraft at once created due to such reversals.
9. Account holder accepts not to issue cheques against uncleared effects and the Bank reserves the right to refuse such cheques. If the Bank allows payment of cheque against uncleared effects the Account holder agree to:-
  - (a) Cover the resulting overdraft if any of the cheque is returned unpaid.
  - (b) The interest at the prevailing rate.
10. Bank accepts no responsibilities for loss in transit or delay in collection of any instrument.
11. Account holder agree and undertakes to repay the Bank on demand and unconditionally the amounts of overdrafts which the Bank may grant them from time to time in his/their current account together with interest accrued thereof. This is not to be construed as an agreement either expressed or implied, that the Bank is bound to grant him/them any overdraft facilities whatsoever.
12. Ledger fees is levied at the end of each quarter year depending on the entries involved in the account ascertained by the Bank with a minimum charge which may change from time to time.
13. The Bank reserves the right to close any account which in its opinion, is not satisfactorily operated upon, or for any other reason whatsoever which it shall not be incumbent on the Bank to disclose, and remit the balance to the Account holder without previous notice.
14. Any change in the address or constitution of the Account holder should be immediately communicated to the Bank.
15. A receipt for money, cheques, securities, etc. on behalf of the Bank is valid only if signed by duly authorised officers.
16. The Bank reserves the right to add or alter any or all the rules or change the rate of interest after advertisement in a news paper or otherwise and such altered or additional rules shall immediately thereafter be deemed to be binding on all Account holders.
17. All claims shall be governed by the laws of Kenya.

I/We have read and understood the above terms and conditions and agree to abide by them.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

ABCBO002