

TERMS AND CONDITIONS

The responsibilities of the account holder

- Send account opening documentation and required documentation to be amend existing mandated and other related instructions on the account as may be prescribed by the bank from time to time.
- Ensure proper completion of signature cards.
- Provide skye with specimen signature of it authorized signatories.
- Inform skye immediately of any change(s) to the list of authorized signatories
- Complete necessary details for cheque payment
- Keep his/her its cheque booklet properly and promptly notify skye the loss of a cheque and /or detachment of leaves of cheque booklet.
- Shall assume full responsibility for the genuineness or and validity of all cheques, orders, bills, notes, negotiable instrument s, receipts, and/or other documents including endorsement appearing on the same, deposited in or drawn on in respect of his/her its account(s) with the bank.
- Shall ensure that he/she it collect duly stamped deposit slip for any sum deposit into the account.
- Shall be responsible for any repayment of any overdraft with interest and to comply and to be bound by the bank rules for conduct of savings, current, domiciliary and other account(s) as may be determined by the bank from time to time.
- Shall indemnify the bank against any loss, damage, expense or claim the bank may suffer by reason of opening the said account(s) or by reason of the falsehood or inaccuracy of an information or misrepresentation made to the bank by the account holder except losses,, damage, expense, or claims directly resulting from the acts, defaults or gross negligence of the bank.
- Shall hold the bank harmless and free of any liability whatsoever for any loss, damage, fraud, or claims that the account holder may incur from the fraudulent use of any telephone number, fax number, or e-mail address supplied in this form or subsequently by the account holder whether for the purpose of issuing instructions, receiving/sending account information indeed any transaction related to this account.

Rights of the Bank

- The bank may debit the account(s) with usual charges, interest, commission, and fees as may be determined by the bank from time to time.
- The bank shall not be liable for any loss or diminution of funds or damage to instruments deposited with the bank due to any government order, law, levy, tax, embargo moratorium, exchange, restriction and/or all of other causes beyond the bank's control.
- The bank is under no obligation to honor any cheque drawn on the account(s) unless there are sufficient and un-impaired funds in the account to cover the value of the said cheques. The bank reserves the right to return such cheque to the account holder unpaid.
- In the event that the bank honors a cheque where the amount in the account is not sufficient to cover the value of the cheque, any amount drawn in excess of the value of account shall be treated as an overdraft facility and the Account Holder agrees to repay the bank the principal amount together with interest and / or charges that the bank may prescribe.
- The Account Holder shall be bound by any notification of changes in conditions governing the account directed to his/her last known address shall be considered as duly delivered three business days after dispatch of same by ordinary pre-paid post or on the date endorsed on the proof of delivery if delivered by courier service/hand delivery.
- No notice which may be given to the Bank by the Account Holder shall be binding upon the bank until it shall have been received by the bank and sufficient time shall have elapsed thereafter to permit the bank in due course and by such means the bank may deem appropriate to notify the concerned /affected department offices branches and correspondents.
- Any disagreement with entries on the bank's statement will be made in writing to the bank by the Account Holder within 30 days of dispatch of the statement, failing which it will be conducted that the statement as rendered is correct and same shall no longer be disputable, except in case of manifest errors.
- If or where any entry is made into the Account Holder's account(s) in error, the bank is entitled to dishonor cheques drawn upon such incorrect entry whether or not drawn in good faith and without any notice of error and whether the errors have been corrected or not, And the bank is entitled to reserve such incorrect entry without prior consent of the Account Holder and any liability on the part of the Bank.

- The Bank may at any time and in absolute judgment close the account(s) and discharge all the liabilities with respect to the account(s) by hand delivery or by mailing to the Account Holder by courier services a Bank draft in the currency of the account without recourse to the bank as drawer, payable to the order of the Account Holder in the amount of then credit balance in the account(s) less fees, charges or commission to which you may be entitled by law or by any agreement us and the Bank together with us and the Bank if any
- The Bank will not be liable whatever for funds handed by the Account Holder or his/her its representative or agents or employees to any of the bank's employee without evidence of a duly stamped deposit slip.
- In addition to any general lien or right to which the bank as bankers may be entitled by law, the Bank may at any time and without notice to the Account Holder combine or consolidate all or any of his/her its account without liability to the bank and set off or transfer any sum or sums standing to his/her credit, be it cash cheques, valuables, deposits, securities, negotiable instruments or other asset with the Bank or in any other respect whether such liability be actual or contingent primary collateral, several or joint.
- To affirm and under that all the documents used in opening the account(s) are genuine and we will indemnify the bank if at any time it is shown otherwise and we will be further liable for any wrong that may be continuing and shall not be withdrawn by us so long as we maintain this account with the Bank.
- The Account Holder and the Bank agree that the operation of the account(s) is subject to laws and regulations at any time existing in the Republic of Sierra Leone and to be bound by the terms and conditions herein.