



ACCOUNT NO. (For Official Use)

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CUSTOMER ID. (For Official use)

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**BUSINESS ACCOUNT OPENING FORM**

I / We wish to open an account with Bayba Financial Services Limited and undertake to comply, observe and be bound by the general terms and conditions in force from time to time governing the operations of the account with Bayba.

Date 

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Type of Business: Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐

Organisation: Registered Groups ☐ School ☐ Trust ☐

**BUSINESS DETAILS**

Name of Business / Company: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Certificate of Incorporation No: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Office Address: \_\_\_\_\_

TIN No.: \_\_\_\_\_

Office Tel. No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

**PROPRIETOR / DIRECTOR**

Full Name as per ID: (Mr./Mrs./Miss/Dr/Prof)

First Name	Middle Name	Surname
_____	_____	_____

ID No: \_\_\_\_\_ Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Permanent Address \_\_\_\_\_

Tel No: \_\_\_\_\_ Email: \_\_\_\_\_

**Please list Accounts you have with Bayba Financial Services Ltd and other Banks**

Bank	Account No	Branch

**2<sup>nd</sup> DIRECTOR / PARTNER**

Full Name as per ID: ( Mr./Mrs./Miss/Dr/Prof)

First Name

Middle Name

Surname

\_\_\_\_\_

ID No: \_\_\_\_\_ Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Permanent Address \_\_\_\_\_

Tel No: \_\_\_\_\_ Email: \_\_\_\_\_

**Please list Accounts you have with Bayba Financial Services Ltd and other Banks**

Bank	Account No	Branch

**3<sup>rd</sup> DIRECTOR / PARTNER**

Full Name as per ID: ( Mr./Mrs./Miss/Dr/Prof)

First Name

Middle Name

Surname

\_\_\_\_\_

ID No: \_\_\_\_\_ Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Permanent Address \_\_\_\_\_

Tel No: \_\_\_\_\_ Email: \_\_\_\_\_

**Please list Accounts you have with Bayba Financial Services Ltd and other Banks**

Bank	Account No	Branch

**4<sup>th</sup> DIRECTOR / PARTNER**

Full Name as per ID: ( Mr./Mrs./Miss/Dr/Prof)

First Name

Middle Name

Surname

ID No:\_\_\_\_\_

Nationality:\_\_\_\_\_

Date of Birth:\_\_\_\_\_

Permanent Address\_\_\_\_\_

Tel No:\_\_\_\_\_ Email:\_\_\_\_\_

**Please list Accounts you have with Bayba Financial Services Ltd and other Banks**

Bank	Account No	Branch

**STATEMENT OF AFFAIRS****CAPITAL INVESTED**Estimated Monthly Income (**GMD '000'**)

Up to -50

51-200

201-500

501-1000

**BUSINESS FORM****Please list the accounts the business has with other banks**

Bank	Account No	Branch

**CHEQUE BOOK REQUISITION****No of Cheque leaves in a book: 50      100****DECLARATION:**

I/We confirm that:

- (a) The information I/We have provided herein and the disclosures made are true
- (b) I/We have read and understood terms and conditions of the MFI and undertake to comply, observe and be bound by the same.

Authorised Signatories	Name in Block Letters	Position	Specimen Signature	Signing Capacity
1 <sup>st</sup> Applicant				
2 <sup>nd</sup> Applicant				
3 <sup>rd</sup> Applicant				
4 <sup>th</sup> Applicant				

Account Mandate \_\_\_\_\_

FOR OFFICAL USE ONLY

Account No: 

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Open by: \_\_\_\_\_ Signature\_\_\_\_\_

Date: 

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DOCUMENT REQUIRED CHECK LIST

- Original IDs and Tin Cert. Sighted
- Specimen Signature Obtained
- Cert. of Incorporation
- IDs and Tin Cert. Copies obtained
- Mandate forms Completed
- Board Resolution
- Application Details Completed
- Cheque book ordered
- Memo & Articles of Association

I confirm I have Checked that all above details have been completed in accordance with KYC procedures and that the relevant documents are attached. I confirm acceptance of this customer relationship with Bayba Financial Services Limited.

Relationship Manager\_\_\_\_\_ Signature\_\_\_\_\_ Date\_\_\_\_\_

APPROVED BY	INITIAL	DATE
Compliance Officer		
Branch Manager		
Approval: OPS Head		

# BUSINESS ACCOUNTS TERMS & CONDITIONS

## ALL BUSINESS ACCOUNTS OPENED WITH BAYBA FINANCIAL SERVICES LTD SHALL FUNCTION SUBJECT TO THE FOLLOWING CONDITIONS.

Please read this page carefully. It provides you, the Customer(s) with important information about Bayba Current and Savings Accounts.

### 1.0 BAYBA FINANCIAL SERVICES LTD

1.1 The information on this page and any further instructions and conditions that may be prescribed by Bayba from time to time are the terms of the agreement between you and Bayba. When you sign the Account Opening Form you accept these terms as binding on you.

### 2.0 THE ACCOUNT

2.1 The hours of business will be advertised from time to time.

2.2 You assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, Withdrawal Forms, orders, bills, notes, negotiable instruments and receipts or others deposited in the account.

2.3 The account may be debited for any service charge that is set by Bayba from time to time.

2.4 All notices or letters will be sent to the address supplied by you and will be considered duly delivered and received at the time it is posted. Notices in the press will be deemed sufficient for this purpose.

2.5 Bayba will not be liable for funds handed over to any person other than the Bayba's Cashier/Teller for the credit of your account. Any anomaly in the entries on your Bank statements must be brought to the attention of Bayba within 30 days of the date thereof and you agree that failure to give such notice absolves Bayba from all liabilities arising there from. Bayba may exercise its general lien or any similar right it is entitled to by law or consolidate all or any of your accounts with any liabilities to Bayba and set off or transfer any sum or sums standing to the credit of anyone or more of such accounts or any other credit.

### 3.0 SAVINGS DEPOSIT ACCOUNT

3.1 Request to open a Savings Deposit Account will be granted on proper completion of Bayba's Account Opening Form.

3.2 Deposits will be received up to any amount.

3.4 Money may be deposited in the joint names of two or more persons to be payable to both, or all of them, or to any one or more of them, or to the survivors.

3.5 Collection and clearance of cheques, drafts, dividend warrants and other instruments on Savings Deposit Accounts can only be allowed at the discretion of the Branch Manager.

3.6 An administrative cost will be calculated on the minimum balance on account set by Bayba from time to time and applied on a half yearly basis.

3.7 In the event of a Saving Passbook being lost or spoiled Bayba may on receiving a satisfactory explanation, and sufficient indemnity, issue a new Savings Passbook.

3.8 Bayba reserves to itself the right to alter or add to these rules at any time and to alter the rate of allowed administrative cost from time to time by public advertisement.

### 4.0 CHEQUES

4.1 All cheques and other orders signed by you (or either or both or all of you if a joint account) may be honoured by Bayba and your account will be debited for such cheques whether such account be for the time being in credit or overdrawn or may become over-drawn in consequence of such debit.

4.2 Bayba is under no obligation to honour any cheques drawn on your account unless there are sufficient funds in the account to cover the value of the said cheques. Such cheques may be returned to you unpaid.

4.3 Bayba may exercise its discretion in allowing withdrawals against uncleared cheque(s). Where the cheques are returned unpaid thereafter Bayba shall have the right to hold on to the returned cheque and take further action it deems appropriate to recover the value of the cheque from you. Bayba shall have the right whenever it deems appropriate to confirm the issuance of a cheque drawn on the current account failing which the cheque may be returned with "Drawer's Confirmation Required" endorsed thereon.

4.4 Customer must ensure that their cheque book / savings pass book is kept under safe and secured place to prevent unauthorized persons from gaining access to same. Any neglect of this precaution may be a ground for any consequential loss being charged to your account.

4.5 If your cheque book gets lost, missing or stolen you must notify Bayba immediately. Bayba shall not be held liable for any unauthorized use of your cheque book where the loss or otherwise of same has not been notified immediately.

### 5.0 OVERDRAWN ACCOUNT

5.1 Overdrafts may be available to customers upon arrangement with Bayba. If you do not have such arrangement and your account becomes overdrawn, we may charge you an extra fee and an administrative cost at our current rate for unauthorized borrowing. If your account does not have enough cleared funds to cover an amount you want to withdraw, we may return your cheque unpaid. Bayba reserves the right to use credit balance on your current account to set off any outstanding exposures on any of your accounts.

### 6.0 ADMINISTRATIVE COST

6.1 Customer will be liable for the payment of an administrative cost at the rate fixed by Bayba from time to time for any sum(s) standing to the debit of the current account. The current account may also be debited for Bayba usual banking charges, interest, commission, etc.

### 7.0 TERMINATION OF AGREEMENT

7.1 Either party may terminate this agreement at any time by notifying the other in writing.

7.2 Where customer is terminating the agreement, the termination becomes effective where any Cheques / any other withdrawal instruments and amounts carried on the account have been paid and all cheque books issued to you are sent back to Bayba. Where Bayba is terminating agreement and your account is overdrawn, you must pay all sums outstanding on the account otherwise Bayba may take appropriate legal action for recovery.

7.3 All mandatory documentation should be completed within one month of opening the account. If you do not provide the required documents, a notice would be given to you after which your account will be automatically closed.

### 8.0 DISCLAIMER CLAUSE

8.1 Bayba shall not be liable for any funds / assets deposited by m e /us which are subsequently found to have been derived from illegal sources or activities. I / We confirm that the funds / assets deposited are not derived from any illegal sources or activities.

### 9.0 SHARING OF PERSONAL INFORMATION

9.1 You consent to Bayba making available information concerning your account including personal information to the Bankers Association, the Central Bank of The Gambia, GRA and FIU where necessary.

***The above Terms and Conditions may be modified by Bayba in all or part by public notice displayed in its branches or by written notice to the account holders, if***