## **Funds Transfer Form**



For my account, risk and subject to conditions overleaf, which i have read and understood. Please effect the below detailed transaction.

ССҮ	Amount	Value Date	N°
EFT RTGS	SWIFT EAP	S RFPSS	Date: dd / mm / yy
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Bank BIC/Routing No./SWIFT C	code and Account No. (If Any)	ar isosymusaes sae Bris	BSM Concurrence
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## TERMS AND CONDITIONS/INDEMNITY

Encashment of the draft or payment of the transferred funds is subject to any rules and regulations of the country where draft is to be encashed or payment is to be made. In view of the prevalence of exchange restrictions throughout the world, the liability of Access Bank (Kenya) PLC (hereinafter referred to as the Bank) with respect to the encashment of the draft or payment of the transferred funds shall, not exceed in any case the extent to which payment may be allowed in the currency in which the draft is drawn or transferred funds are to be paid under any government or other restrictions existing in the place of payment at the time payment instructions are received. Neither the Bank nor its correspondent or agents shall be liable for any delay or loss caused by any Act or Order or any Government Agency as a result in consequence of any other cause whatsoever. Should a refund from or repuchase by the Bank of the amount of the draft of the transferred funds, be desired, refund or repurchase shall be made at the Bank's option only to or from the Applicant and in case of drafts, upon receipt by the Bank of the draft duly endorsed by the applicant at the then current demand buying rate for the currency in question less costs, charges, expenses and interest provided the Bank is in possession of the funds, for which the payment instruction were issued, free from any Exchange or other restrictions.

Unless it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into foreign value the funds received from the applicant at the Bank's selling rate on the day such funds are received. The Bank's statement in writing that it has effected such conversion shall be conclusive.

Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the buying rate of the Bank's correspondent or agents unless the payee by arrangement with the paying correspondent or agent obtains payments in some other currency. Upon paying all charges of our correspondent or agent in connection therewith.

The Bank may take its customary step for issuance of drafts or for remittance, according to this contract in so doing, the Bank shall be free on behalf of the customer to make use of any correspondent subagents or other agency but in no cases will the Bank or any of its correspondent or agent be liable for mutilation interruptions, omission, errors or delay occurring in the wire cable or main, or on the part of the post authority, telegraph cable or wireless company, airlines or other carrier or any courier service or any employee of such Authority or through other cause. The Bank may send any message relative to this transfer in explicit language, code or cypher.

The Bank shall not be liable for any error, neglects or defaults, act or omission whether of itself or its employee or of any correspondent subagents or other agents or their employee or employees.

I/We hereby undertake to provide the Bank with an acceptable bond indemnity protecting the Bank against liability if the instrument applied for overleaf be lost, stolen or destroyed in connection with any request the applicant may make for the issuance of a replacement or a refund of the amount of the instrument purchase.

Customer agrees that transfers and issuance of draft are subject to the laws of Kenya

## Indemnity for Honouring Non-Cheque Funds Transfer Instructions

In consideration of the Bank agreeing to accept and act upon any such instructions, communications and documents by facsimile (fax), telephone, email, letters issued according to my/our mandate and unaccompanied by my/our cheque, I/We hereby irrevocably undertake to indemnify the Bank and hold it harmless from and against all costs (including without limitation legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that the Bank may suffer or incur or that may arise as a result of the Bank's accepting or acting upon such instructions, communication or documents.

Furthermore, I/We hereby irrevocably release the Bank from all liability in the event that any telephone, e-mail, facsimile transmission or letter is not received, or is mutilated, altered, illegible or interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.

The Bank shall have absolute discretion, for any reason whatsoever, to act or not to act upon documentation received by facsimile, e-mail or letters or instructions received by telephone unaccompanied by my/our cheque and/or to request verification of documents and instructions received by such means.