



ACCOUNT OPENING FORM

»» CORPORATE ACCOUNT

»» SMALL & MEDIUM ENTERPRISES

»» CHURCHES, CLUBS & ASSOCIATIONS

BRANCH.....

NB: Before you sign this application form, kindly read our customer terms and conditions for current and savings accounts and other terms indicated in the general terms and conditions section of this form.

Please complete in BLOCK LETTERS and Tick "✓" the appropriate Box

I. ACCOUNT TYPE

- Current Savings Collections Others (Please specify)

CUSTOMER DETAILS:

Account Designation Ghana Armed Forces(GAF) Non-GAF

Name of Account _____

Account Number (1) _____

Account Number (2) _____

Account Number (3) _____

Account Number (4) _____

II. TYPE OF ORGANISATION

- SME Limited Liability Company Churches/Clubs/Associations (CCA)
 Public Institutions/MDAs Others (Please Specify)

Registered Office _____

Physical Location _____

Nearest Landmark _____

Postal Address _____

Website address (If Any) _____

Tel No _____ Email _____

Contact Person (1) Prof/Dr/Mr./Mrs/Miss/ Ms _____ Tel: _____

III. NATURE OF BUSINESS

- Manufacturing Agri business Export & Import Transport Telecommunications
 Utility Services Building & Construction Trade & Commerce Financial Services

Others (Please Specify) _____

Date of Incorporation

Date of Commencement of Business

Country of Incorporation _____

Type of Incorporation Shares Guarantees Others (Please Specify)

Certificate/Registration Number _____

IV. PURPOSE OF ACCOUNT

- Investment Transactional Operational Others (Please specify) _____

Source of funds (You may tick more than one box):

- Investment income Business proceeds Others (Please Specify) _____

V. EXPECTED VOLUME AND LEVEL OF ACTIVITY (PER MONTH)

- GHS 0- 10,000 GHS 10,001-100,000 GHS 100,001-500,000 GHS 500,001-5 million
 Above GHS 5.0 Million

VI. SHAREHOLDERS / PRINCIPAL

LIMITED LIABILITIES COMPANY(CORPORATE)					
Name	Date of Birth	Nationality	Occupation	Percentage Share	Res. Address & Tel No.

ACCOUNT OPENING FOR RISK APPLICATION AS IDENTIFIED IN SECTION 3 MUST BE APPROVED JOINTLY BY THE MANAGING DIRECTOR / HEAD OF COMPLIANCE/INTERNAL CONTROL OR BY THEIR DESIGNATED OFFICIALS AS FOLLOWS:

TICK THIS BOX IF CUSTOMER IS IDENTIFIED AS A PEP AS STATED IN SECTION 3

NAME: NAME:

DATE: DATE:

SIGNATURE: SIGNATURE :

HEAD OF COMPLIANCE/INTERNAL CONTROL

MANAGING DIRECTOR /HEAD OF OPERATIONS

.....

CHURCHES/CLUB/ASSOCIATION				
Name of Principal	Date of Birth	Nationality	Occupation	Res. Address & Tel No.

PUBLIC CORPORATION /MDAs/OTHERS				
Name of Principal	Date of Birth	Nationality	Occupation	Res. Address & Tel No.

VII. DETAILS OF DIRECTORS (1)

Surname Prof/Dr/Mr./Mrs/Miss/ Ms

First Name

Other Name(s)

Date of Birth Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify)

Resident Permit No. (Non-Ghanaians only)

Date of issue of Permit

Date of Expiry of Permit

Form of Identification Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number

Issue Date

Expiry Date

Occupation & Position

Status of directorship Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify)

Residential Address

Nearest Landmark

City/Town

Region:

Tel Primary Secondary

Email Address

Signature Date

VIII. DETAILS OF DIRECTORS (2)

Surname Prof/Dr/Mr./Mrs/Miss/Ms

First Name

Other Name(s)

Date of Birth Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify)

Resident Permit No. (Non-Ghanaians only)

Date of issue of Permit

Date of Expiry of Permit

Form of Identification Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number

Issue Date

Expiry Date

Occupation & Position

Status of directorship Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify)

Residential Address

Nearest Landmark

City/ Town

Region:

Tel Primary Secondary

Email Address

Signature Date

IX. DETAILS OF DIRECTORS (3)

Surname Prof/Dr/Mr./Mrs/Miss/Ms

First Name

Other Name(s)

Date of Birth Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify)

Resident Permit No. (Non-Ghanaians only)

Date of issue of Permit

Date of Expiry of Permit

Form of Identification Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number

Issue Date

Expiry Date

Occupation & Position

Status of directorship Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify)

Residential Address

Nearest Landmark

City/ Town

Region:

Tel Primary Secondary

Email Address

Signature Date

SECTION 3 – INDICATE IF THE APPLICANT BELONGS TO ANY OF THE FOLLOWING:

SPECIAL OR HIGH RISK IF THE APPLICANT(S) OR AUTHORIZED SIGNATORIES FALL INTO ANY OF THE FOLLOWING CATEGORIES, CHECK THE APPROPRIATE BOX. IF NOT APPLICABLE, KINDLY IGNORE SECTIONS 3 & 4.

- The applicant is a Politically Expose Person (PEP) or closely associates with a PEP whose position/relationship is
- The applicant resides or operates in a high-risk country. Please check website (www.oecd.org/fatf) for the list of Non-Co-operative Countries & Territories (NCCTs) provided by the Financial Action Task Force (FATF) and indicate the name of the NCCT country.
- The applicant’s funding is sourced from a high-risk country, namely.....

SECTION 4 - COMPLETE THIS SECTION IF APPLICANT SATISFIED ONE OR MORE CATEGORIES IN SECTION 3.

APPLICANT Require details of applicant's source of wealth and estimated NET WORTH.

SOURCE OF WEALTH

KINDLY, INDICATE SOURCE OF APPLICANT'S NET-WORTH.

- BUSINESS SALARY INVESTMENTS INHERITANCE/ GIFT
- Other income source

Estimated Net Worth

Estimated Annual Income or Turnover

SECTION 5 – THIS SECTION MUST BE COMPLETED FOR ALL APPLICANTS CATEGORIZING THEM INTO ONE OF THREE (3) RISK LEVELS

- Low Risk Medium Risk High Risk

NAME

DESIGNATION

COMMENTS

SIGNATURE..... DATE.....

I. TO BE REVIEWED BY BRANCH MANAGER OR THEIR SUPERIOR OFFICER

NAME

DESIGNATION

COMMENTS

SIGNATURE..... DATE.....

**FOR INTERNAL USE ONLY
KNOW YOUR CUSTOMER**

Section A- MANDATORY CHECKS APPLICABLE TO THE ACCOUNT			
(COMPLETE THIS SECTION ONLY ONCE FOR THE ACCOUNT)			
1	NAME AND ADDRESS VERIFICATION FOR CORPORATE BODY	NAME AND REGISTERED ADDRESS VERIFIED AND SUPPORTED BY ONE OF THE FOLLOWING ACCEPTED DOCUMENTS	
		<input type="checkbox"/> CERTIFICATE OF INCORPORATION <input type="checkbox"/> CERTIFICATE FROM THE REGISTRAR OF SOCIETIES/BUSINESSES	
		TRADING ADDRESS, IF NOT THE SAME AS ABOVE OFFICIAL DOCUMENTS, IS VERIFIED SEPARATELY AND EVIDENCE OF VERIFICATION DOCUMENTED ON FILE?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	PURPOSE OF ACCOUNT	SPECIFY PURPOSE FOR OPENING THE ACCOUNT(S) <input type="checkbox"/> OPERATIONAL <input type="checkbox"/> INVESTMENTS <input type="checkbox"/> OTHERS, (PLEASE SPECIFY).....	
3	ALL DIRECTORS NAMES AND CONTACT ADDRESS	<u>NAME</u>	<u>ADDRESS</u>
4	SOURCE OF FUNDS	SOURCE OF FUNDING PASSING THROUGH THE ACCOUNT <input type="checkbox"/> SALES PROCEEDS <input type="checkbox"/> SERVICES OTHERS, PLEASE SPECIFY..... TICK AS MANY BOXES WHERE APPROPRIATE	
5	ANTICIPATED VOLUME AND TYPE OF ACTIVITY	OBTAIN INFORMATION ON THE CUSTOMERS ANTICIPATED VOLUME AND TYPE OF ACTIVITY TO BE CONDUCTED OR ON THE ACCOUNT	
		TRANSACTION TYPES	ANTICIPATED No. OF TRANSACTIONS PER MONTH
		DEPOSITS (INCLUDING INWARD REMITTANCES)	ANTICIPATED AMOUNT PER MONTH
		WITHDRAWALS (INCLUDING OUTWARD REMITTANCES)	
6	HAVE YOU ESTABLISHED THAT THE BUSINESS HAS	<u>YES</u>	<u>NO</u>

SECTION 1 – INDICATE THE APPLICANT BELONGS TO ANY OF THE FOLLOWING:

LEVEL 1- LOW RISK CUSTOMERS If the applicant(s) or authorized signatories fall into any of the following categories, check the appropriate Box.

The applicant is a Limited Liability Company, Partnership, NGO, Churches/Clubs/Associations, Ministries, Departments & Agencies (MDAS).

- The applicant does not reside or operate in high risk country
- The applicant funding is sourced from normal business activities

SECTION 2 - INDICATE IF THE APPLICANT BELONGS TO ANY OF THE FOLLOWING:

LEVEL 2 – MEDIUM RISK CUSTOMERS If the applicant(s) or authorised signatories fall into any type of account that is not listed as either level 1 and 3.

X. DETAILS OF DIRECTORS (4)

Surname Prof/Dr/Mr./Mrs/Miss/Ms _____

First Name _____

Other Name(s) _____

Date of Birth: Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify) _____

Resident Permit No. (Non-Ghanaians only) _____

Date of issue of Permit:

Date of Expiry of Permit:

Form of Identification: Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number _____

Issue Date:

Expiry Date:

Occupation & Position _____

Status of directorship: Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify) _____

Residential Address _____

Nearest Landmark _____

City/ Town _____

Region: _____

Tel Primary _____ Secondary _____

Email Address _____

Signature _____ Date:

XI. DETAILS OF SIGNATORIES (1)

Surname Prof/Dr/Mr./Mrs/Miss/Ms _____

First Name _____

Other Name(s) _____

Date of Birth: Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify) _____

Resident Permit No. (Non-Ghanaians only) _____

Date of issue of Permit:

Date of Expiry of Permit:

Form of Identification: Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number _____

Issue Date:

Expiry Date:

Occupation & Position _____

Status of directorship: Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify) _____

Residential Address _____

Nearest Landmark _____

City/ Town _____

Region: _____

Tel Primary _____ Secondary _____

Email Address _____

Signature _____ Date:

XII. DETAIL OF SIGNATORIES(2)

Surname Prof/Dr/Mr./Mrs/Miss/ Ms

First Name

Other Name(s)

Date of Birth Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify)

Resident Permit No. (Non-Ghanaians only)

Date of issue of Permit

Date of Expiry of Permit

Form of Identification Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number

Issue Date

Expiry Date

Occupation & Position

Status of directorship Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify)

Residential Address

Nearest Landmark

City/ Town

Region:

Tel Primary Secondary

Email Address

Signature Date

XIII. DETAILS OF SIGNATORIES (3)

Surname Prof/Dr/Mr./Mrs/Miss/ Ms

First Name

Other Name(s)

Date of Birth Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify)

Resident Permit No. (Non-Ghanaians only)

Date of issue of Permit

Date of Expiry of Permit

Form of Identification Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number

Issue Date

Expiry Date

Occupation & Position

Status of directorship Chairman Managing Director Executive Director Non- Executive Director
 Chief Executive Officer Others (Please Specify)

Residential Address

Nearest Landmark

City/ Town

Region:

Tel Primary Secondary

Email Address

Signature Date

CHECK LIST**LIMITED LIABILITY COMPANIES**

- Valid identification cards of signatories
- 1 passport photograph of each signatory
- Board Resolution
- Certificate of incorporation
- Certificate to commence business
- Company regulations
- Recent utility bill
- Particulars of directors and secretary
- 1 Reference

CHURCHES/CLUBS/ASSOCIATIONS

- Valid identification cards of signatories
- 1 passport photograph of each signatory
- Certificate of Registration
- Bye laws / constitution / copy/ of relevant Act
- Signed Minutes of the Meeting of the appropriate body/Church/Club/Association
- Recent utility bill
- 1 Reference

PUBLIC INSTITUTIONS/MDAs

- Valid identification cards of signatories
- 1 passport photograph of each signatory
- Letter of application
- Instrument of Incorporation
- Letter of consent from the responsible reporting government body

10. FORCE MAJEURE

The institution shall not be liable to the customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations under these general terms and conditions if the delay or failure was due to any cause beyond the institution's control. Without prejudice to the generality of the foregoing, the following shall be regarded but not limited to, as causes beyond the institution's control: Act of God, national emergency, war, prohibitive governmental action, riots, strikes, civil disturbance, storm, fire, floods, earthquake, terrorist activities and bomb explosions.

11. APPLICABLE LAWS AND JURISDICTION

- a. These general terms & conditions and any agreement incorporating them shall be construed and governed in all respect by and in accordance with the laws of Ghana and the customer irrevocably submits to the non-exclusive jurisdiction of the Ghanaian courts.
- b. Notwithstanding what is stated herein above, the institution may bring any action against the customer or in relations to the customers' account(s) before the courts of any other jurisdiction as it deems fit and nothing shall preclude the institution from taking any such action or proceeding against the customer in one or more jurisdiction either concurrently or not.

DECLARATION

I/We understand and agree that:

- a) The account shall be opened and operated subject to any directions that may be issued to SIS&L by its statutory regulators from time to time.
- b) I/We confirm having read the terms and conditions section governing the account and shall comply with them and any other rule that may be in force from time to time
- c) I/We confirm having read SIS&L's tariffs by which we agree to abide. I/We also note that rules and tariffs are subject to change without prior notice to me/us.
- d) The declaration given in this form by me/us are true and I/we shall be held responsible for the same at all times.

DISCLOSURE TO CREDIT REFERENCE BUREAU

The Institution will obtain information about you from the credit reference bureaux to check your credit status and identity. The bureaux will record our enquiries which may be seen by other institutions that make their own credit enquiries about you.

The Institution shall also disclose your credit transactions to credit reference bureaux in accordance with the credit reporting Act, 2007 (Act 726).

SIGNATORIES REQUIRED TO AGREE TO THE DECLARATION

Name	Signature
1.....
2.....
3.....
4.....
5.....

XIX. FOR INSTITUTION USE ONLY

	NAME	SIGNATURE	DATE
Accounts introduced by
Relationship Officer
Authorized by Branch Manager

XIV. DETAIL OF SIGNATORIES(4)

Surname Prof/Dr/Mr./Mrs/Miss/Ms

First Name

Other Name(s)

Date of Birth Gender: Male Female

Nationality: Ghanaian Non-Ghanaian (Please specify)

Resident Permit No. (Non-Ghanaians only)

Date of issue of Permit

Date of Expiry of Permit

Form of Identification Passport Voter ID National ID Service ID (for GAF only) Driving License

Identification Number

Issue Date

Expiry Date

Occupation & Position

Status of directorship Chairman Managing Director Executive Director Non- Executive Director

Chief Executive Officer Others (Please Specify)

Residential Address

Nearest Landmark

City/ Town

Region:

Tel Primary Secondary

Email Address

Signature Date

XV. SIGNATURE MANDATE

Sign Alone Anyone to Sign Any Two to Sign All to Sign

Others (Please Specify)

XVI. DETAILS OF ACCOUNTS HELD WITH OTHER INSTITUTIONS

S/N	NAME OF INSTITUTION/BRANCH	ACCOUNT NAME	ACCOUNT NUMBER	STATUS (ACTIVE/DORMANT)

XVII. REFERENCES

PLEASE OBTAIN AT LEAST ONE REFERENCE FROM ANY OF THE FOLLOWING CATEGORIES:

- 1 Existing corporate current account holder of at least 6 months operations.
- 2 Existing corporate current account holder of any reputable financial institution of at least 6 months.
- 3 Current Bankers.
- 4 A reputable professional (practicing accountant / lawyers etc.).
- 5 External auditors

Reference Name

Address & Tel No

Occupation / Profession

Account Number

Name of Institution / Branch

Relationship with applicant

XVIII. SPECIFIC CUSTOMER REQUEST (PLEASE TICK)

NOTE: A SEPARATE APPLICATION FORM MAY COMPLETED

- Cheque Book Internet Banking E-Statement SMS Alert Others (Please Specify)

CHEQUE CONFIRMATION

It is a policy of Services Integrity Savings & Loans that beneficiaries of third-party cash cheques show their proof of identity (e.g.: Voter I.D, National I.D, Passport, Driver's License) before payments are made.

1. All third-party cash cheques of GHS 1,000 and above may require confirmation by customer, either through telephone or any other means acceptable by the institution.
2. All third party cheques of GHS 2,500 and above which enter through clearing may also require customer's confirmation either in writing or telephone.
3. The institution reserves the right to dishonour cheques for which we are unable to reach the customer for confirmation.
4. The minimum cheque amount which requires confirmation may be varied by the institution from time to time.

THE ABOVE MEASURES HAVE BEEN ADOPTED TO PROTECT YOUR ACCOUNT FROM FRAUDULENT ACTIVITY

GENERAL TERMS AND CONDITIONS

1. CUSTOMER INSTRUCTIONS

- i. The customer requests the institution to honour and debit his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out of instructions may cause his account to be overdrawn or the limit of any overdraft by him to be increased;
- ii. Where no overdraft has been agreed or the limit of any overdraft agreed has been fully utilized, the institution may refuse to carry out any instructions which would result in there being an overdraft or overdraft limit greater than that agreed or sanctioned by the institution as the case may be.
- iii. All instructions given to the institution by the customer shall be in writing unless the institution advises the customer that instructions pertaining to a particular account or service may be given in a different manner.
- iv. The institution may at its sole discretion permit telephonic, facsimile or electronics mail instructions but reserves the right not to honour such instructions or to suspend the carrying out of such instructions until it has received a suitable indemnity from the customer against all liability which may result from carrying out such instructions and/or it has received.
- v. Upon written confirmation of such instructions from the customer, should the institution act upon any telephonic, telegraphic, facsimile or electronic mail instructions the customer hereby irrevocably undertakes to indemnify and hold the institution harmless against all costs damages and liability howsoever arising as a result.
- vi. Unless the institution is irrevocably bound to act or process the transaction question, the customer may cancel instructions issued by him before the institution acts upon them. The institution shall be entitled to levy a charge for the cancellation of any instruction in line with the institutions traffic guide, acceptance of which the customer hereby confirms and undertakes to pay.
- vii. The institution reserves the right to close or suspend any account which it suspects to have been opened fraudulently or which upon investigation is found to have been opened fraudulently.

2. DEPOSIT OF CHEQUES AND RETURNED CHEQUE INDEMNITY

- a. All cheques and/or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the customer notwithstanding that the Institution sends such instrument for collection through a courier of its choice or by any other means it deems appropriate. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than the Institution's negligence, the Institution may debit the customer's account(s) with amount previously credited in respect of such unpaid cheque or other order, together with interest, in the event that the account is overdrawn as a result, at such rates decided by the institution at its sole discretion calculated from the date such amount was credited. Any money credited to the customer in error must be repaid on demand and the institution may debit the customer's account with such money credited in error.
- b. Where cheques, other negotiable instruments and/or commercial documents are deposited for the credit of the customer's account, whether or not payable at or by the institution, the amount of such deposits shall be available for withdrawal only when actually collected by the institution.
- c. Notwithstanding that immediate credit may have been given for cheques received for collection through clearing, they are not available to the customer for drawing against until such cheques are in fact paid. Such cheques shall not be deemed to have been honoured even if they are allowed to be drawn against and the institution reserves the right to debit the customer's account(s) or in any other way recover any such amounts withdrawn if the relevant cheques are returned unpaid.
- d. Notwithstanding anything to the contrary herein contained, any money credited to customer's account(s) in error must be paid immediately on demand together with the applicable interest and the institution shall be entitled to debit the customer's account(s) or in any other way recover, any such amounts so credited in error together with interest thereon.

3. ACCOUNT STATEMENT

The customer shall examine the content of any statement of account of any nature which has been sent by the institution to the customer and if the customer has not objected in writing to the institution within fourteen(14) days of the statement date, the statement shall be deemed approved and conclusively accepted by the customer and shall not at any time thereafter be challenged by the customer on any grounds whatsoever including but not limited to lack of mandate, forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

COUNTS

The institution may at any time freeze any account of a customer if and so long as there is any dispute in respect thereof or if the institution has doubt for any reason whatsoever as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any steps of its own initiative for the determination of such dispute or doubt.

7. CHEQUE BOOKS

Cheque books are issued subject to the following instructions:

- a. The customer agrees to and shall look after and use any cheque book and cheque leaf with the utmost care.
- b. The customer further agrees to ensure:
 - i. That all uncompleted cheque leaves are kept in safe custody at all times
 - ii. That the institution is immediately informed upon discovery by the customer that any cheque book or any cheque leaf has been stolen, lost or mislaid.
 - iii. That any person preparing a cheque on behalf of the customer is authorized to do so.
 - iv. That all cheques are prepared and signed in permanent ink or other indelible writing material.
 - v. That the amount made out is written as clear and near as possible to the left side of the leaf and in such a manner as to prevent any unauthorized addition of letters or figure or other changes thereto.
 - vi. That all cheques and alterations are signed by an authorized signatory.
 - vii. That no uncompleted cheque is given to any stranger or other person when the customer does not have reasonable grounds for believing such person to be trustworthy.
- c. The customer is advised:
 - i. Where possible, any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through the institution
- d. On receipt in the form acceptable to the institution of written notice from the customer to stop payment of a cheque, the institution will record the notice. Such notice may only be acted upon if received by the institution and recorded prior to payment in respect of the relevant cheque having been made. The institution shall not be held responsible if such notice is not acted upon and bad faith on the part of the institution cannot be proved.
- e. Upon closure of any account, the customer will return to the institution any uncompleted cheque forms relating to that account.
- f. The institution may refuse payment of any cheque not drawn on the institution's cheque form in the manner specified by the institution in these general terms and conditions.

6. DISCLOSURE OF CONFIDENTIAL INFORMATION

The institution may disclose any personal data and or information whatsoever in relation to the customer and/or customer's account(s):

- a. For fraud prevention purpose;
- b. To the institution's external lawyers, auditors, debt collection agencies and sub-contractors or other persons acting as agents of the institution;
- c. To any person who may assume the rights of the institution hereunder;
- d. If the institution has a right or duty to disclose or is permitted or compelled to do so by law, the customer hereby agrees that the disclosure of information set out above does not violate any duty that may be owed by the institution to the customer [provided that such disclosure falls strictly within the boundaries permitted by the law of Ghana]

7. ASSIGNMENT

The institution may assign or transfer all or any of its rights and or obligations under these terms and conditions, in whole or in part to any person or persons without notice to the customer.

8. NOTICE

- a. All notices, statement, letters and other communication from the institution may be sent to the last address given by the customer and the date on the institution's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- b. Any written communication from the institution to the customer including but not limited to any notice given pursuant to these general terms and conditions shall be deemed to have been received by that customer
 - i. If delivery by hand, at the time of delivery
 - ii. If sent by facsimile or electronic mail, at the time of transmission (provided that if the date of transmission is not a business day it shall be deemed to have been received at the opening of business on the next business day); and
 - iii. If sent by post then four days after posting if sent to an address in Ghana and seven days after posting if sent to an address outside Ghana and in proving such dispatch by post it shall be sufficient to prove that the communication was properly stamped and addressed
- c. The customer has no claim on the institution for damages resulting from losses, delays, misunderstanding, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the customer, the institution or any other third party by hand delivery, post, telegraph, telephone, telex, facsimile, electronic mail or any other means of communication.

9. AMENDMENT OF GENERAL TERMS & CONDITIONS

The institution reserves the right to modify, vary or amend these general terms and conditions and/or the tariffs at any time. The customer will be notified of any such changes by a letter and/or other appropriate means including notice displayed at the principal place of business of the institution. Any additions to or alterations of these general terms and conditions or any variation to the tariffs made from time to time by the institution of which notice has been given to the customer in the manner aforesaid shall be binding upon the customer as if the same were set out and contained in these general terms and conditions.