



## Current/Cheque/Savings Account and Fixed Deposit Terms

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[www.sc.com/si](http://www.sc.com/si)

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### **Important notice**

#### **You need to read this document.**

It sets out specific terms and conditions on which we agree to provide you with current/cheque account, fixed deposit and savings account products. You must read it in conjunction with our Client Terms, tariff booklet and any other documents forming our banking agreement included in your Welcome Pack. To the extent of any inconsistency between these terms and our Client Terms, these terms prevail. These terms do not apply to any existing current/cheque account, fixed deposit account or savings account products you have with us to the extent that they are subject to separate terms and conditions.

#### **Key words**

The meaning of key words printed like this and other words used in our banking agreement are explained in our Client Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

#### **How to contact us**

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our products, you should contact us at one of our branches, by using phone banking +23276505609 or by visiting our website [www.sc.com/sl](http://www.sc.com/sl)

## 1 Choosing the account that is right for you

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We offer a variety of *current/cheque accounts*, *fixed deposits* and *savings accounts* designed to suit your personal banking needs. The particular types of *current/cheque accounts*, *fixed deposits* and *savings accounts* we offer are set out in the *product brochure*. If you need us to explain any of the features of, or the terms applying to, any *current/cheque account*, *fixed deposit* or *savings account*, please contact us (see under "How to contact us" at the front of these terms).

## 2 Savings accounts

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### Minimum or maximum age for some savings accounts

- 2.1 If you are required to be a certain age to apply for a *savings account*, it is set out in the *product brochure*.

### No cheque facility

- 2.2 *Ordinary Savings accounts* do not include a cheque facility.

### Interest

- 2.3 If you have a credit balance in a *savings account* you may be entitled to receive interest depending on the type of *account* (see the *tariff booklet*). The rate of interest may be fixed or varied as we determine. We pay interest monthly or at other regular intervals we determine.

- 2.4 Interest accrues daily:

- We calculate Interest on the basis of a 365 day year (a 366 day year in the case of a leap year).

### Statement

- 2.5 Depending on the type of *savings account*, we may offer:

- Periodic statements.

### Over the counter transactions

- 2.6 Despite anything else in our banking agreement, we may allow transactions to be carried out over the counter

### ATM cards

- 2.7 For some *savings accounts* you are issued with an *ATM card*.

## 3 Fixed deposits

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### Minimum age for fixed deposits

- 3.1 You must be at least 18 years old to apply for a *fixed deposit*.

### Interest on fixed deposits

- 3.2 Interest on a *fixed deposit* is paid at a rate we determine for the term of the *fixed deposit*. The applicable interest rate is available by contacting

us at one of our branches or by using phone banking.

### Withdrawal before maturity

- 3.3 We may allow an early withdrawal in some circumstances. However, charges may apply and we may not pay all the interest accrued if you make an early withdrawal. More details on arrangements for interest payable on amounts withdrawn early are available by contacting us.

- 3.4 Interest accrues daily:

- We calculate Interest on the basis of a 365 day year (a 366 day year in the case of a leap year).

### Maturity of fixed deposit

- 3.5 If a *fixed deposit* matures a day which is not a banking day in Sierra Leone, then the date is, extended to the next banking day.

- 3.6 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of *foreign currency deposits*, at least two banking days before the maturity date) whether you want:

- to renew the *fixed deposit*; or
- us to pay you the principal and interest on the maturity date.

If you do not instruct us, we may renew the *fixed deposit* for a similar term with interest at the prevailing interest rate for the term. However, we have no obligation to do so.

- 3.7 Interest ceases to be payable after the maturity date unless the *fixed deposit* is renewed.

## 4 Current/cheque accounts

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*Current/cheque accounts* are accounts with a cheque facility.

### Minimum age

- 4.1 You must be at least 18 years old to apply for a *current/cheque account*.

### Interest

- 4.2 Interest is not payable on a *current/cheque account* unless specified in the *tariff booklet* for the particular type of *current/cheque account*.

### Cheque books

- 4.3 When you open a *current/cheque account* we issue you with a cheque book. You must keep cheque books secure (including keeping them in a safe place - please refer to the security procedures set out in the Client Terms).

- 4.4 If you need a new cheque book it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book. We need not give you a reason for doing so.

- 4.5 When you receive your cheque book you should check that the account number and name are correct.

### Writing cheques

- 4.6 You must be careful when writing cheques to prevent fraud by forgery. For example, when writing cheques, you must:
- only use cheques in the form we have issued;
  - write in non-erasable ink or ballpoint pen;
  - write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
  - add the word 'only' after the amount stated in words;
  - never pre-sign a cheque in blank;
  - if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines;
  - not alter the cheque (including deleting the words 'or bearer') unless confirmed by their full signature;
  - not use correction fluid.

We may dishonour and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us.

If the words 'or bearer' are not deleted the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque.

You can protect yourself by crossing a cheque with two parallel lines as the cheque must then be paid into the payee's account rather than 'on demand'.

### Fees & charges

- 4.7 Fees and charges apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason (see the *tariff booklet*).

### If you have overdraft facility for your current/cheque accounts

#### Overdraft facility

- 4.8 We may allow you to use an overdraft facility on a current/cheque account if you have an overall credit balance on your savings account, time deposit and current/cheque account.
- 4.9 The overdraft facility may be used to draw cheques and for direct debit payment arrangements.

- 4.10 We set a limit for the overdraft facility and if the current/cheque account balance exceeds the limit then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time.
- 4.11 We charge interest on the debit balance of the overdraft facility calculated in accordance with the tariff sheet. We debit any accrued interest from the current/cheque account on a monthly basis.
- 4.12 We do not take into account any uncleared funds in calculating the unused portion of the overdraft facility.
- 4.13 Interest accrues daily and if your current/cheque account is denominated in:
- United States Dollars, Pound Sterling Euro or Leone, we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
  - any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

## 5 Foreign currency

Deposits of foreign currency are generally made into a form of *savings account* or *time deposit*. However, foreign currency *current/cheque accounts* may also be available. For more information, contact us at one of our branches or by using phone banking.

### Minimum age

- 5.1 You must be at least 18 years old to apply to make a foreign currency deposit.

### Terms of deposit

- 5.2 We accept foreign currency deposits in currencies acceptable to us and on the conditions (including minimum deposit amount) available at our branches OR on our website OR as set out in the *tariff booklet*

### Deposit methods

- 5.3 We may accept and deposit (as agent for collection) foreign currency drafts, for good value after clearance. We deduct from the proceeds our fees and charges (the details of which are in the *tariff booklet* and are available by contacting us at one of our branches or by using phone banking) and any fees and charges that may be imposed by third parties.

### Withdrawal

- 5.4 We may make the proceeds of any *foreign currency deposit* available to you in any currency we choose including Leones US Dollars despite the deposit being made in a different currency.
- 5.5 Proceeds of withdrawal may be available in foreign currency notes subject to availability. You must pay the applicable fees. Details of fees are available by contacting us.

## Commission

- 5.6 We may charge commission on a deposit or withdrawal made in cash in the currency of the *account* for the *foreign currency deposit*. Please refer to the *tariff booklet* or elsewhere in our banking agreement for details or contact us if you require further information.

## Foreign exchange controls

- 5.7 *Foreign currency deposits*, and all transactions in connection with them, are subject to any applicable exchange control laws.

## Exchange risk

- 5.8 You acknowledge that:
- you are aware of the risk of interest rate and exchange rate fluctuations and the effect that such fluctuations may have on the credit balances in an *account*;
  - adverse exchange rate movements could result in the credit balance (even after interest is credited) being less than the amount you deposit.

## 6 Minimum balances

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- 6.1 We may require you to maintain a minimum balance on the *accounts* we specify. For details on any required minimum balance, see the *tariff booklet* or elsewhere in our banking agreement. Please contact us for further details.
- 6.2 If a minimum balance applies to an account and the balance falls below the required minimum balance:
- need not accept any instruction or allow any transaction on an account which would cause the balance to fall below the minimum balance
  - need not pay the interest on the relevant accounts
  - may close the relevant accounts

## 7 Payments into accounts

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### We may accept or refuse payment

- 7.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.
- 7.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

### Your responsibility

- 7.3 You accept that any deposit through an *ATM* with the use of a *card* is at your risk and is subject to us verifying and processing. You must check that your instructions have been processed accurately. If you do not notify us within 72 hours of the time the transaction is

processed, our records of the transaction are taken to be correct.

## Receipts

- 7.4 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.
- 7.5 A deposit slip is only valid if endorsed by our machine print or by our stamp and signature of a bank employee or officer authorised by us (if deposited at a branch).
- 7.6 Any receipt we issue cannot be used as evidence of your title to a deposit.

## Clearance of payments

- 7.7 We do our best to process all cheques and other instruments within a reasonable period of time. However, if they are deposited after any cut off time we specify, they may not be processed until the following banking day. Clearance times may vary.
- 7.8 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

## Regular payments to an account

- 7.9 If you ask, we may establish a regular payment arrangement to an *account*. We may cancel or stop the regular payment arrangement if:
- you instruct us to do so in writing; or
  - the *account* does not have sufficient funds to satisfy a regular payment; or
  - the payment arrangement no longer complies with the terms of the payment authority signed by you; or
  - required by law.

## Dishonoured cheques

- 7.10 We give you details of any cheque deposited into an account which is dishonoured as soon as practicable.

## 8 Payments out of accounts

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### Withdrawals

- 8.1 Withdrawals from an *account* are subject to conditions (including notice requirements) we impose.
- 8.2 You may withdraw your deposits only at the country where the product is located. However, we may from time to time allow withdrawals of deposits from your account to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to

market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

#### Authority to debit and payment

- 8.3 You authorise us to debit all cheques and other instruments drawn by you to a *current/cheque account*.
- 8.4 We may determine the order of priority for Third party withdrawals
- 8.5 We may, but need not, accept instructions allowing third parties to withdraw from an *account*.

#### Stopping payment of cheques

- 8.6 You or an *authorised person* may request us in writing to stop payment of a cheque drawn on a *current/cheque account* before it has been paid. However, the instruction is only effective if it:

- gives full details of the cheque; and
- is received by the branch where the *current/cheque account* is maintained before the cheque is deposited for clearing. (See our Client Terms for how we deal with stopped payments.)

#### Direct debits or periodical payments from accounts

- 8.7 If you ask, we can organise a direct debit or periodical payment arrangement from an *account*. You need to sign additional documents to authorise it.
- 8.8 We may cancel or stop any direct debit or periodical payment arrangement if:
- you instruct us to do so in writing; or
  - the payment arrangement no longer complies with the terms of the direct debit authority signed by you.

We may ask that you also notify the person to whom you have given the direct debit authority.

#### Telegraphic transfers

- 8.9 You may ask us to effect telegraphic transfers for you. We need not agree to your request.
- 8.10 We may set a minimum amount or maximum amount for telegraphic transfers. For details of these amounts, please contact us.
- 8.11 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us.
- 8.12 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.
- 8.13 If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we do or do not do.

## 9 Dormant accounts

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### What is a dormant account?

- 9.1 If no withdrawal, deposit, fund transfer or use of *electronic banking services* other than direct debit or periodic payment arrangements is made on a *savings account* or *current/cheque account* for 12 OR 24 consecutive months or such other period that we notify to you, we classify the *account* as dormant. We need not pay interest on a dormant *account*.

### Fees for dormant accounts

- 9.2 We may debit the dormant account fee set out in the *tariff booklet* or as notified by us until the balance of the *account* is zero. We then close the dormant *account*, unless prohibited by law.

## 10 Data Privacy

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- 10.1 Unless restricted by applicable laws, you agree that any and all personal information/data relating to you collected by the Bank may from time to time be used and disclosed for such purposes and to such persons as may be in accordance with the Bank's prevailing Data Protection and Privacy Policy as amended from time to time.
- 10.2 There may be other terms and conditions that govern the collection, use and disclosure of your personal information contained in our banking agreement and our privacy notice published in our website. Such other terms and conditions shall be read in conjunction with this Part G (Information, statements and records)
- 10.3 A copy of the Bank's current Data Protection and Privacy Policy may be obtained by visiting our website: <https://www.sc.com/sl/terms-conditions.html>

## 11 Closing accounts

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### Early closure

- 11.1 If you close a *savings account* or *current/cheque account* within three months (or such other period that we may notify to you) after you open it, you must pay the early account closure fee set out in the *tariff booklet* or as notified by us.

### When we may close accounts

- 11.2 We may close a *savings account*, *fixed deposit* or a *current/cheque account* at any time. We need not give a reason for doing so. If we do so, we pay you any credit balance in the *account* in the manner we determine.

### Return of cheque books

- 11.3 If a *current/cheque account* is closed, you must ensure that any unused cheque books are returned to us.

## 12 Meaning of words

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You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client

Terms, the definition in these terms applies for the purposes of *current/cheque accounts*, *fixed deposits*, *foreign currency deposits* and *savings accounts*.

**current/cheque account** means any account of the type referred to in clause 4.

**fixed deposit** means any time, term or fixed deposit described in clause 3.

**foreign currency deposit** means any deposit of foreign currency described in clause 5.

**savings account** means any account of the type described in clause 2.

I have read the terms and conditions of this application and I agree to be bound by the said terms	I have read the terms and conditions of this application and I agree to be bound by the said terms
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