

Cash and Cheque Collection Service Application Form

بنك السلام
Al Salam Bank



SECTION 1 - Company Information

Name of Company _____
CR Number _____ CR Expiry Date
Account Number _____ CIF Number _____
Company Contact Number _____ Company Email _____

SECTION 2 - Contact Information

Primary Contact Person (Full Name) _____
Contact Office Number _____ Contact Mobile Number _____
Position in Company _____ Contact Email _____
Secondary Contact Person (full name) _____
Contact Office Number _____ Contact Mobile Number _____
Position in Company _____ Contact Email _____

SECTION 3 - Cash Requirement

Estimated Monthly Volume in Cash _____

SECTION 4 - Company Pick Up Locations

No. of Pick Up Locations _____
Address 1 _____
Address 2 _____
Address 3 _____
Address 4 _____

SECTION 5 - Pickup Frequency and Charges

No. of Times Pickup is Required (per week). Please choose from the options below:

Option 1: Twice a week - BD 50/- per month*

Option 2: 5 days a week - BD 150/- per month*

* The pickup fee, set out in the Bank's Schedule of Service Charges, shall only apply to the Client in the event that the Client does not maintain the minimum weighted average monthly balance in its Account of BD _____. The pickup fee shall also be subject to change from time to time at the Bank's sole discretion.

Preferred Time Slot

• **Sunday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

• **Monday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

• **Tuesday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

• **Wednesday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

• **Thursday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

• **Friday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

• **Saturday (choose one of the time slots below)**

Morning – (7:00 to 11:59) – Preferred time: _____

Afternoon – (12:00 to 17:59) – Preferred time: _____

Evening/Early morning – (18:00 to 6:59) – Preferred time: _____

Pick up location: _____

Terms & Conditions Governing the Bank's Collection Service

Please read these terms and conditions carefully. By availing the Bank's collection service, you agree to be bound by the terms and conditions set out below.

Definitions:

For the purpose of this document and any subsequent communication, the following Capitalized words shall have the meanings ascribed to them below, unless the context otherwise requires:

"Account" means the account opened with the Bank by the Client;

"Application Form" means the application form (and any amendment forms) that must be duly filled in by the Client and submitted to the Bank in order to avail the Service;

"Bank" means Al Salam Bank B.S.C;

"Client" means the Bank's Client whose details are duly mentioned in this form and who wishes to avail the Service;

"Deposit Slip" means the deposit slip that must be duly filled out by the Client and handed over to the Service Provider at every pickup along with the cash it wishes to deposit into its Account;

"Schedule of Service Charges" means the Bank's Schedule of Service Charges as amended from time to time at the Bank's sole discretion;

"Service Provider" means a third party service provider who has been appointed by the Bank to carry out the Service on its behalf;

"Service" means the cash/cheque collection service provided by the Bank to the Client whereby the Service Provider shall arrange for the Client's cash and/or cheques to be collected from the location(s) set out in the Application Form and deposited into the Account at the frequency set out in the Application Form; and

"Terms" means the terms and conditions stipulated herein that shall govern the Client's use of the Service.

Acceptance of the Terms

By availing the Service, the Client:

- agrees to the provisions of the Terms and undertakes to adhere to and comply with the obligations, duties and responsibilities the Terms impose on the Client;
- agrees to the provisions of the Cheque Deposit Conditions which may be found in the Bank's Cheque Deposit Slip and undertakes to adhere to and comply with the obligations, duties and responsibilities such conditions impose on the Client;
- represents and warrants that all the information provided to the Bank in the Application Form is accurate, current and complete;
- represents and warrants that the individual submitting the Application Form has the right to provide such information to the Bank for the purpose of availing the Service;
- agrees that it will not misrepresent its identity, its account information or any other information it submits in the Application Form; and
- acknowledges that the Bank reserves the right to change these Terms at any time with notice and that its continued use of the Service shall be deemed as its acceptance of such changes

Documents Required to Avail the Services

A Client who wishes to avail the Service shall submit to the Bank all the necessary documentation along with the Application Form. Such documents include but are not limited to Commercial Registers, Identity Cards, and any other document that the Bank may require from time to time. The Client undertakes to submit updated Know Your Client (KYC) documents to the Bank on an annual basis. The Bank may, at its absolute discretion and/or for any regulatory purposes, require the Client to provide/submit any such updated documents at any time without assigning any reasons for such request. In the event of any failure to provide such documents, the Bank may suspend and/or restrict the operation of the Service until such documents are provided. The Bank may close all Accounts if the Client fails to submit the documents upon expiry of notice period given by the Bank. In addition to the supporting documentation and information required by the Bank, the Client shall fulfil the criteria that may be prescribed by the Bank from time to time and communicated to the User at the time of availing the Service or thereafter.

Client's Obligations

By availing the Service, the Client:

- agrees to maintain proper custody of its company seal/stamp and acknowledges that the Bank will not be liable for any misuse or misappropriation of the Client's company seal/stamp or for any fraud or error, of whatsoever kind, in the Deposit Slip;
- agrees to keep the Bank fully indemnified against any actual loss or damage that the Bank may incur or sustain as a result of the misuse or misappropriation of the Client's company stamp/seal and/or the fraud or error in the Deposit Slip;
- agrees to deposit the cash and/or cheques along with a duly filled in Deposit Slip;
- agrees to take utmost care and to employ all necessary precautionary measures while handing over its cash and/or cheques to the Service Provider and acknowledges that such measures include, but are not limited to, ensuring the accuracy of the Deposit Slip details and enclosing the cash/cheques it wishes to deposit into its Account in a sealed bag/envelope; .
- agrees to segregate the cash it wishes to deposit into its Account by denomination prior to handing over such amounts to the Service Provider in a sealed envelope/bag;
- acknowledges and agrees that in the event the Bank receives an unsorted cash deposit from the Client, then it reserves the right to either apply a charge of BD 2 sort such deposit in accordance with sub-clause (c) above or to decline such deposit and return the cash received to the Client;
- acknowledges and agrees that the Bank is authorized to deduct any and all applicable charges directly from the Account;
- acknowledges that in the event the cash/cheques deposited via the Service is inconsistent with the amount set out in the Deposit Slip, the Bank will inform the Client as soon as reasonably practical of such inconsistency. The Client further acknowledges that should the inconsistency equal an amount of BD 100 or less, then the Bank may seek the Client's approval to deposit such additional amount into the Account via email. However, should the inconsistency equal an amount greater than BD 100, then the Bank will return the entire amount that was meant to be deposited back to the Client via the Service Provider;
- acknowledges that the Bank will only accept sealed envelopes/bags that (i) show no signs of major damage and (ii) have a reference number consistent with the reference number mentioned on the VHR
- acknowledges that should the cash/cheques not be accepted by the Bank or deposited into the Account due to an error in the Bank's system, link failure or due to a Force Majeure Event, then the Bank shall carry out the reasonable measures/steps in order to return the cash/cheques back to the Client and the Client further agrees to accept the same along with an acknowledgment of receipt.
- acknowledges and agrees that in the event that the Bank discovers any forged or counterfeit notes/cheques, such notes/cheques will be confiscated and the deposited value will be adjusted accordingly. In such an event, the Bank shall notify the Client via an email sent to the email set out in the Application Form;
- undertakes to only use the Service to make cash/cheque deposits that it has obtained as a result of the normal course of its business activities;
- agrees and undertakes to immediately provide the Bank, upon request, with any additional details that the Bank may require in relation to the source of funds of the deposits made via the Service. In the event the Client is a currency exchange agency, the Client agrees to provide a list of its client's details along with the Deposit Slip
- acknowledges that deposits made after 2PM will be processed by the Bank on the following business day;
- agrees and confirms that any request to avail the Service must be made at least 48 hours prior to the first pick up date and time;
- shall ensure that the sealed cash/cheque envelope/bag is ready for immediate pick up on the scheduled time. In the event the sealed cash/cheque envelope/bag is not ready at the scheduled time, the Client agrees that Service Provider has the right to proceed with other scheduled pickups and the Client agrees and accepts that the pickup visit shall be deducted from the total number of visits set out in the Application Form; and
- acknowledges that time slots allocated for each pickup are available on best efforts basis.
- acknowledges that any cheque drawn on a bank other than the Bank will be processed in accordance with the Bahrain Cheque Truncation System rules and the relevant session at the time of presentment. The Client further acknowledges that the deposit of such cheque amounts shall be made on either the same day of presentment or on the next working day.
- Acknowledges and agrees in case of any amendment to the service, the highest fee will be applicable during the current month.

Indemnity

In consideration of the Bank's provision of the Services to the Client, the Client shall, at its own expense, undertake and agree to indemnify and hold the Bank, its officers, directors and employees, representatives, agents and/or the affiliates (the 'Indemnified Persons'), as the case may be, harmless from and against any and all losses, liability and actual costs (including without limitation to legal fees and expenses) and expenses of whatever nature, if any, suffered, sustained or incurred by the Bank whether directly or indirectly or by any of the Bank's successors in interest, administrators and assigns and howsoever arising, including but not restricted to the actual losses, damages, costs, charges and expenses arising out of or in connection with suits, claims, actions, demands, liabilities, proceedings of whatsoever nature made or brought or filed by or against the Bank by whomsoever on a full indemnity basis which the Bank may incur, sustain or suffer in connection with the Bank's provision of the Service. The Client will pay the Bank such amount as may be reasonably determined by a judicial authority to be sufficient to cover it against any such loss or expenses. Such indemnity includes but is not limited to losses and claims resulting from:

- (1) a violation of the Terms contained herein by the Client;
- (2) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by the Client;
- (3) any misrepresentation or breach of representation or warranty made by the Client contained herein;
- (4) any breach of any covenant or obligation to be performed by the Client hereunder;
- (5) the enforcement or protection of the Bank's rights and remedies against the Client under these Terms, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by the Client; or
- (6) any change in any law, regulation or official directive which may have an effect on these Terms.

The Client also agrees to pay any and all actual costs, damages and expenses, including, but not limited to, attorneys fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

Assignment

- a) The Client's rights and obligation herein shall be carried out by itself and its duly employed employees and shall not be transferred or assigned to any third party without the prior written consent of the Bank.
- b) The Client agrees that the Bank shall be entitled to assign or transfer any of its rights and obligations under the Terms to any person the Bank may choose in whole or in part and in such manner and on such terms and conditions as the Bank may decide. Any such assignment or transfer shall conclusively bind the Client and all other persons.
- c) The Client further acknowledges that its heirs, legal representatives, executors, administrators and successors are also bound by the Terms and that the Bank may sub-contract, outsource and/or employ agents to carry out any of its obligations under these Terms.

Liability

The Bank shall not be liable for acting in good faith on any instructions which may have been sent from an unauthorised third party or in any other circumstances whatsoever occurring through the Service and the Client hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it by any third parties or for any actual loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Client if the Service is not available in the desired manner for any reason whatsoever including but not limited to any law, rule or regulation of any government, regulatory authority or any other authority in the relevant jurisdiction, natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank. Under no circumstances will the Bank be liable for any direct or indirect losses or damages whatsoever and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever, whether sustained by the Client or by any other person. The Bank shall also not be liable to the Client for (i) the exercise by the Bank of its right to terminate the Client's use of the Services, (ii) any delay or inability on the Bank's part to perform any of its obligations under these Terms because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, strikes or any event outside its control or the control of any of its servants, agents or contractors.

Termination

1. The Bank shall have the right to terminate the Services at any time and for whatsoever reason by providing the Client with a one week written notice.
2. The Bank shall have the right to terminate the Service with a notice effective immediately if the Client breaches any of the responsibilities or obligations contained in these Terms.
3. The Client shall have the right to terminate the Service at any time upon serving a one month written notice to the Bank.
4. In the event of termination of the Service, the Bank shall have the right to apply charges equivalent to one month fee to the Client and deduct such charges from the Account.

Interest Waiver

The parties hereto recognise and agree that the principle of the payment of interest is repugnant to the Shariah and accordingly, to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract or by statute) any obligation to pay interest, the parties hereto hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

Governing Law

These Terms and any other document related to the Bank's provision of the Services shall be governed and construed in accordance with the applicable laws of the Kingdom of Bahrain. Any dispute that may arise in relation to this Service shall be submitted to the exclusive jurisdiction of the courts of the Kingdom of Bahrain.

Declaration

I/we hereby declare and confirm that all the information and documents provided by me/us under this Application Form is accurate, correct and true. I/we hereby undertake to be fully be responsible for any loss, default or claims arising out of any misrepresentation of facts or incorrect information being submitted in in relation to the Service.

Applicant Signature

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---