



**Prime Bank**

P U T T I N G   Y O U   F I R S T



# VISA GOLF

## Gold Card

## APPLICATION FORM



Supporting the



**KENYA  
GOLF  
UNION**

&



## GOLF CARD APPLICATION FORM

Before you sign the application form please read the Terms & Conditions very carefully. If in doubt contact the nearest Prime Bank branch.

By signing the application form you formally agree to the terms and conditions.

The issuance of the card and your acceptance and use of it will be governed by the Terms and Conditions in force at the time of use.

Credit Limit\*

*\*The Bank in its sole and absolute discretion will determine the Credit Limit, including form and amount of any security to be provided. You will be advised of such security requirement prior to issuing any Card.*

### PERSONAL DETAILS

Title  Surname  First Name  Middle Name

Date of Birth  Nationality  Country of Residence

ID/Passport No.  Place of Issue  LR No.

### Marital Status

Married  Single  Divorced  Separated  Widowed

Mother's Maiden Name  No of Dependents, including spouse

### Postal Address

P.O. Box  Post Code  City/Town

### Residential Address

Hse. No.  Estate  Street:

Email  Phone No.  Mobile No.

Nearest Landmark

Permanent Address, if different from Residential Address

### Residential Status

Own house  Since  Tenant  Since  Rent per month

Company house  Since  Live with Parents

If property is owned, please state form of ownership

Freehold  Leasehold  Other, Please Specify

LR No.  Estimated Value  Outstanding Mortgage

If less than 1 year at the residential address stated, please state previous address and length of stay

## EMPLOYMENT DETAILS

Status

Student  Employed  Self-employed  Retired

### If self employed

Name of company

### If employed

Name of employer

Name of Business

Postal Address  Physical Address  Tel No.

Position Held  Since  Monthly Gross Salary (Kshs)

If on Contract Basis, Please State Expiry Date

### If less than one year with current employer,

Name of Previous employer

Nature of Business

Postal Address  Physical Address  Tel No.

Last Position Held  Length of Service

## BANKING DETAILS

Do you have Current and / or Savings account with Prime Bank? YES  NO

If Yes, please give details.

Type of Account (1)  Account No.  Branch

Type of Account (2)  Account No.  Branch

### If you have other bank accounts, please give details

	Bank & Branch	Account Type	Account No.	Years with Bank
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Credit/Other Cards Held

	Name of Card	Limit	Held Since	Issued with (Bank)
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### OTHER FINANCIAL DETAILS

If you have any other loan accounts or credit facilities with other banks, please provide details:

	Name of Bank	Nature of Facility	Amount Aailed	Present Balance	Monthly Installment
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Additional Sources of Income Per Annum

1.  Kshs.
2.  Kshs.

Spouses Status, if applicable

Employment details  Income per annum Kshs.

### GOLF MEMBERSHIP DETAILS

Please provide the below golf membership details.

- Golf Club name 1.  2.
- Membership number 1.  2.
- Number of years as member 1.  2.

### INSURANCE COVER

Please tick the appropriate boxes if you wish to have Golf Insurance and/ or Travel Insurance

Golf Insurance YES  NO

Travel Insurance YES  NO

### REFERENCES

Personal referees (excluding family members/friends)

	Name	Physical Address	Postal Address	Tel No.
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## EMPLOYERS GUARANTEE (If Applicable)

If your employer is prepared to guarantee payment of charges on your Prime Card(s), please obtain your employer's signature over the company's rubber stamp.

In consideration of you issuing Prime Visa Golf card to the above named person, we hereby guarantee payment of the charges incurred by the said person.

Name	<input type="text"/>	Position	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Name	<input type="text"/>	Position	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Name	<input type="text"/>	Position	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>

Company's Rubber Stamp / Seal

## FEES

Joining Fee: Kshs. 3,000 (Waived)

Annual Fee: Kshs. 2,000 (Paid by Prime Bank)

## PAYMENT DETAILS (OPTIONAL) - FOR PRIME BANK CUSTOMERS ONLY

This facility allows debiting of your Prime Bank Account for settlement of your monthly statements.

I authorize the bank to Autopay my bill on the due date of every month at the specified minimum rate of:

15%                       20%                       50%                       100%

Account Name:

Account Type:

Branch:                       Account No:

Signature:                       Date:

## TERMS AND CONDITIONS

These Terms and Conditions govern the use of Visa Gold Golf Credit Card and constitute the agreement between the Bank (as defined below) and the Cardholder (as defined below) (hereinafter referred to as this "Agreement")

1. **Definitions: In this Agreement the following shall, unless the context otherwise requires, have the following meanings:**
- 1.1 "Act" means the Banking Act, Cap.488, Laws of Kenya, as the same may be amended from time to time;
- 1.2 "Application" means the application attached to this Agreement and which the principal Card holder and the supplementary Cardholder (if any) has completed and signed;
- 1.3 "Annual Fees" means the fees charged by the Bank to a Cardholder as annual subscription fees pursuant to the terms hereof;
- 1.4 "ATM" means automated teller machine;
- 1.5 "Bank" means Prime Bank Limited, its successors and assignees (whether immediate or derivative);
- 1.6 "Business Day" means a day (other than a Saturday, Sunday or gazette public holiday in Kenya);
- 1.7 "Card" means the Prime Visa Gold Golf Card issued by the Bank to the Cardholder (including, for the avoidance of doubt, the supplementary Card (if any));
- 1.8 "Card Account" means an account maintained by the Bank in the name of the Principal Cardholder in relation to transactions;
- 1.9 "Cardholder" means the principal Cardholder and /or the Supplementary Cardholder(s);
- 1.10 "Card Transaction" means a transaction in which payment for goods or services is made by use of or with reference to the Card.
- 1.11 "Cash Transaction" means a transaction where a Cardholder obtains an advance of legal tender in the form of Kenya shillings, or Foreign Currency by using the Card;
- 1.12 "Central Bank Rate" or "CBR" means the rate published by the Central

Bank of Kenya under the provisions of the Central Bank of Kenya Act as the lowest rate at which the Central Bank lends money to Banks in Kenya and which has been adopted as the base rate under the provisions of the Banking (Amendment) Act, 2016.

- 1.13 "Credit Limit" means the maximum debit balance from time to time permitted on the Card account as determined by the Bank from time to time in its sole and absolute discretion notified to the Cardholder.
- 1.14 "Credit Reference Bureau" means a bureau licensed under the Act to prepare or provide credit reports to credit information requests based on data maintained by the Credit Reference Bureau and to carry out such other activities as are authorized under the Act;
- 1.15 "Due Date" means a date in each calendar month falling twenty (20) business days from the date of and specified in the statement.
- 1.16 "Debit Amount" means the amount shown in the Statement as the total amount (together with interest and costs) incurred by the Cardholder in undertaking Transactions and /or otherwise due to the Bank pursuant hereto in any one calendar month;
- 1.17 "Foreign Currency" means the lawful currency for the time being and from time to time of such countries as the Bank may from time to time determine as being available for use in a transaction;
- 1.18 "Issuing Authority" means VISA International;
- 1.19 "Joining Fees" means the one off amount payable by the Cardholder to the Bank on approval by the Bank of the Application.
- 1.20 "Kenya Shillings" and "Kshs" means the lawful currency for the time being and from time to time of the Republic of Kenya;
- 1.21 "PIN" means the Personal Identification Number issued to the Cardholder or subsequently selected by the Cardholder, where self selection is available;
- 1.22 "Principal Cardholder" means the person who has completed and signed the application and in whose name a Card Account has been opened by the Bank.

- 1.23 “Renewal Fees” means the fees charged by the Bank for issuance of a new Card following expiry of a previously issued Card;
- 1.24 “Statement” means a monthly statement showing all the credits and debits in respect of the Card account and all amount brought forward from the previous calendar month (together with interest and costs) incurred by the Cardholder in undertaking transactions and/ or otherwise due to the Bank pursuant hereto in any one calendar month;
- 1.25 “Supplementary Card” means a Card issued by the Bank at the request of the principal Cardholder to the Supplementary Cardholder and which is to be used by the Supplementary Cardholder subject to the same terms and conditions as apply to the Principal Cardholder;
- 1.26 “Supplementary Cardholder” means the person whose details has been completed in the application and signed the Application to be issued with a Supplementary Card at the request and instance of the Principal Cardholder;
- 1.27 “Transaction” means a Card transaction and a Cash Transaction when referred to together and Transactions shall be construed accordingly;
- 2 Agreement and use of Card – It is hereby agreed and declared as follows:**
- 2.1 By completing and signing the application, the Principal Cardholder and the supplementary Cardholder (If any) shall be deemed to have made an offer to the Bank to be issued with the type of Card indicated in the Application and for the Credit limit indicated in the Application (but subject to the Bank approving the credit limit and the principal Cardholder providing or procuring the provision of such security as the Bank shall require) and the principal Cardholder and the Supplementary Card holder (if any) shall be deemed to have agreed to be bound by and to comply fully with this Agreement.
- 2.2 Each Cardholder shall acknowledge safe receipt of the Card issued to the Cardholder by signing an acknowledgement of receipt with the Bank and shall in addition immediately sign on the Card upon receiving the same from the Bank. The issue by the Bank of a Card to the Cardholder shall constitute the Bank’s acceptance of offer referred to in clause 2.1 subject to such variations and additions as the Bank may make in accepting offer but which shall not be construed as counter – offers.
- 2.3 The Card can and shall only be used:
- 2.3.1 by the Cardholder;
- 2.3.2 subject to this Agreement;
- 2.3.3 To undertake a Transaction;
- 2.3.4 During the validity period embossed on the Card;
- 2.3.5 Within the credit limit; and
- 2.3.6 In deciding whether the credit limit has been exceeded, the Bank may take into consideration the amount of any transaction not yet debited to the Card account and any authorization given by the Bank in respect of any prospective transaction,
- 2.4 The Bank shall have the right in its sole and absolute discretion to withdraw the right to use the Card at any time and from time to time and to refuse to honor any Transaction. Prior to making such decision the Bank shall give the Cardholder due notice of thirty (30) days and the Bank will also give the reason for the decision when issuing such notice.
- 2.5 With respect to Cash Transactions, the Bank shall at the time of issuing a Card, notify the Cardholder of the limit the Cardholder can withdraw or obtain in cash from the Bank or ATM (whether in Kenya Shillings or the equivalent in any foreign currency) and the Bank shall have the right to vary the said limit to such limits determined by the Bank in its sole and absolute discretion. Prior to making such decision the Bank shall give the Cardholder due notice of thirty (30) days and the Bank will also give the reason for the decision when issuing such notice.
- 2.6 The Cardholder shall notify the Bank in writing immediately there is any change in the Card holder’s
- 2.6.1 Name; or
- 2.6.2 Business or home telephone numbers; or
- 2.6.3 Address to which statements are normally sent; or
- 2.6.4 The Email Address; or
- 2.6.5 The Mobile Telephone Number for contacting the Cardholder or to which SMS alerts for the Cardholder are sent.
- 2.7 The Cardholder shall notify the Bank immediately by phone and within 24 hours in writing if:
- 2.7.1 The Card is lost or stolen; or
- 2.7.2 The Cardholder forgets the PIN; or
- 2.7.3 The Cardholder suspects that a third party has come to know of the PIN.
- 2.8 The Cardholder shall not use the Card to carry out transactions of an illegal nature
- 2.9 The Cardholder shall immediately provide such information regarding the use of the Card as the Bank may from time to time reasonably demand.
- 2.10 The Supplementary Card is issued to the supplementary Cardholder at the request and instance of the Principal Cardholder and accordingly the principal Cardholder shall be reliable as primary obligor and not merely as a surety for all amounts arising from; or losses incurred by the Bank in connection with the use of the supplementary Card by the supplementary Cardholder (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent) which may be debited to the Card account.
- 2.11 The principal Cardholder shall bear the cost of replacing any lost, stolen or damaged Card and also the cost of renewing an expired Card.
- 2.12 The Bank may from time to time and at its sole and absolute discretion extend or limit the services available by use of the Card, and such services shall be offered at such cost (if any) as the Bank may from time to time in its sole absolute discretion determine.
- 3 Card Account – It is hereby further agreed by the Cardholder as follows:**
- 3.1 The Bank shall debit the Card Account with:
- 3.1.1 The amount for all Transactions;
- 3.1.2 Any amount incurred by the Bank arising from the Cardholder’s use of the Card;
- 3.1.3 Any interest and costs incurred by the Cardholder in undertaking Transaction and/or otherwise due to the Bank pursuant hereto; and
- 3.1.4 Any other liabilities incurred by the Cardholder hereunder;
- 3.2 The Principal Cardholder shall pay the amount debited to the Card Account as provided hereunder whether a sale or cash advance voucher or other acknowledgement is signed by a Cardholder.
- 3.3 All Card Transactions which take place in Foreign Currency will for the purposes of calculating the amount due from the Cardholder be converted into Kenya shillings on the settlement date at the prevailing rate of exchange as determined by VISA in accordance with its usual practice.
- 3.4 The bank will prepare a monthly Statement and it is hereby expressly agreed and declared that it shall be the sole responsibility of the Principal Cardholder to obtain the Statement from the Bank.
- 3.5 The Principal Cardholder shall pay to the Bank at least fifteen percent (15% of the Debit Amount (or such other percentage of the Debit Amount as the Bank may from time to time determine not later than the Due Date.
- 3.6 Without prejudice to the provisions of clause 3.5 above, the Principal Cardholder shall notify the Bank not later than twenty (20) days after the Statement Date of any error or omissions in the Statement failing which the Bank shall at its option consider the Statement to be accurate and complete.
- 3.7 Any part payment received by the Principal Cardholder (including the amounts referred to in clause 3.5) shall at the option of the Bank, be applied in reducing the amounts shown in the Statement in order of maturity of the Transaction to the extent available, with the payments being applied first against the earliest dated Card Transaction.
- 3.8 Payments towards the Debit Amount received by way of cheques shall only be credited when cheques are unconditionally cleared by the Bank and discretion on which the cheques are drawn on and the Bank shall be entitled to charge a fee determined by the Bank in its sole absolute discretion for all cheques or other remittances which are not honoured on first presentation, which fees shall be debited to the Card Account and form part of the Debit Amount.
- 3.9 The Cardholder hereby expressly agrees and declares that the Bank may at any time without notice notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Cardholders then existing accounts including accounts in the name of the Cardholder or of the Cardholder jointly with others (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in Kenya shillings or in Foreign Currency wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations and liabilities of the Cardholder to the Bank hereunder, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing buying rate of exchange of the Bank or such other bank in Kenya nominated by the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Cardholder is liable with the existing currency.
- 3.10 If the Principal Cardholder maintains an account with the Bank, the Principal Cardholder may by completing a relevant part of the Application authorize the Bank to auto-debit the debit amount from such Bank Account.
- 3.11 Depending on the Credit Limit and other factors, the Bank may require such security or securities as the Bank may in its sole and absolute discretion determine, to secure the monies or liability of the Cardholder hereunder and such security or securities shall be in such form as the Bank shall determine in its sole and absolute discretion and shall be prepared and perfected at the cost of the Principal Cardholder including but not limited to payment of stamp duty and other legal cost incidental thereto. It is hereby further agreed and declared that the Bank shall have the right to refuse or delay the issuance of any Card until all securities the Bank requires are perfected.
- 4 Fees and Charges – It is hereby further agreed and declared as follows:**
- 4.1 The Cardholder shall be notified of the details of the joining fees, annual subscription fees and related charges at the time of applying for a Card and the Principal Cardholder shall pay the said charges prior to being issued with the Card and/ or the Supplementary Cardholder being issued with a Supplementary Card;
- 4.2 If the Cardholder pays the total Debit Amount, as shown on the monthly Statement, by the Due Date, no interest will be charged on the Debit Amount. Excise Duty shall be charged and payable on all Transactions in accordance with the applicable law and regulations for charging the same.
- 4.3 Any payment received by the Bank later than its respective Due Date shall be deemed not to have been paid and shall only be credited as having been received by the Bank on the succeeding calendar month’s due date to the intent that a late payment charge of 5% shall accrue on the said amount as if it had remained outstanding for the period up to the succeeding calendar month’s Due Date.
- 4.4 If on succeeding calendar month’s Due Date the Principal Cardholder has not paid the entire Debit Amount of the previous calendar month, the Bank shall, without prejudice to any other rights or remedies of the Bank, charge interest of not more than 4% above the CBR per annum per month on any such unpaid amount and the Principal Cardholder hereby acknowledges and agrees that the said rate of interest represents a reasonable pre-estimate of the loss to be suffered by the Bank in funding the default of the Principal Debtor. The Bank shall be entitled to vary the rate of interest charged hereunder to such other rate as the Bank shall determine in its sole and absolute discretion from time to time as is not prohibited by the Act and as the same may be notified by the Bank to the Cardholder directly or through press adverts and notices from the Bank provided that lack of

such notice or non-receipt of such notice shall not prejudice the Bank's right to charge the revised rate of interest.

- 4.5 The Principal Cardholder shall pay to the Bank a fee equal to five percent (5%) of the amount of any Cash Transaction (or at such percentage as the Bank shall determine in its sole and absolute discretion from time to time.)
- 4.6 The Principal Cardholder shall make immediate payment of all amounts in excess of the Credit Limit and any Transactions made in breach of this Agreement and, without prejudice to any other rights or remedies to the Bank, the Bank shall be entitled to charge a fee determined by the Bank in its sole and absolute discretion on any such Amounts.
- 4.7 The Principal Cardholder shall pay (on a full and unqualified indemnity basis to the Bank on demand all fees costs, charges, taxes, liabilities, damages and expenses incurred or suffered by the Bank in relation or incidental to the recovery of any and all amounts outstanding to the Bank from the Principal Cardholder hereunder together with interest thereon at the rate referred to clause 4.4 from the date of demand to the date repayment (together with all accrued interest) in full. The applicable fees, costs, charges and taxes are detailed hereunder (See under "Fees") whilst all liabilities, damages and expenses incurred or suffered by the Bank in relation or incidental to the recovery of any all amounts outstanding to the Bank from the Principal Cardholder shall be notified to the Cardholder at the time the same are incurred or to be incurred.
- 4.8 If for whatever reason the Statement is not received by the Cardholder as specified in clause 3.4, the Principal Cardholder's liability hereunder shall not thereby be discharged or postponed.
- 4.9 In certain cases, where a written request cannot be made, the Cardholder may request the Bank for a temporary credit limit increase over the phone. The phone call request shall form the basis of the oral contract and may be recorded for evidentiary purpose provided that failure to record the same shall not affect the contract and the fact of the Bank increasing the sanctioned limit shall be sufficient evidence of the said contract. In any other case, the Bank shall only entertain a request that is in writing and sent to the Bank beforehand. The Bank may but shall not be obliged to approve such temporary credit limit and shall do so in its sole and absolute discretion. Where the Bank approves such increase, the Principal Cardholder will be liable to pay an "over the limit fee" equal to 3% per month of the amount over limit. The Principal Cardholder undertakes to pay back the funds advanced together with the fees charged within thirty (30) days from when the funds were advanced. In the event that the Principal Cardholder is unable to pay back the said funds, the Bank may at its sole discretion proceed to block the Card from further use until such payment is made in addition to other recovery procedures hereunder. Where the Bank approves any temporary over the limit credit enhancement, the Cardholder authorizes the Bank to block or make unavailable a similar amount in any of the Cardholder's accounts maintained with the bank to act as security for the temporary over the limit enhancement advanced. The Bank shall be entitled to automatically and without further reference to the Cardholder, set off the amount advanced over the limit against such funds blocked or made unavailable, in the event the Cardholder does not pay back the funds advanced within the aforesaid thirty (30) days from the date in which they were advanced.
- 5 Safeguarding the Card and PIN – It is hereby further agreed and declared as follows:**
- 5.1 The Cardholder shall exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. The Cardholder will not disclose the details of the Card to any third party except in connection with and only as necessitated by a Transaction or when reporting the actual loss or theft of the Card.
- 5.2 The Cardholder shall not allow any third party to use the Card whatsoever.
- 5.3 The Cardholder shall not write the PIN on the Card or on anything usually kept with the Card or in any mobile telephone data or records which may be used by an unauthorized person to retrieve the PIN.
- 5.4 If the Card is howsoever lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to any third party, the Cardholder shall immediately notify the Bank by telephone followed within 24hours, by a confirmation thereof in writing to the bank. Until the Bank receives a written confirmation, the Principal Cardholder will be liable in respect of any use or misuse of the Card.
- 5.5 The Cardholder will give the Bank all information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and the Cardholder shall take all steps deemed necessary by the Bank to assist in the recovery of a lost or stolen Card. In the event of any such loss, theft, misuse or disclosure of PIN, being suspected, the Bank may provide the police or other relevant persons with any information it considers relevant and in doing so the Bank shall not be held to in breach any of any of its confidentiality obligations or its banker/customer obligations to the Cardholder. If a Card is reported as lost, stolen or liable to misuse, the Card must not subsequently be used, but be cut in half and returned immediately to the Bank.
- 5.6 The Cardholder shall exercise due caution when using the Card for online and internet Transactions and shall if required inform the Bank prior to undertaking such Transactions and shall take such steps as shall be required by the Bank for the time being and from time to time to safeguard the Card from misuse and the Cardholder hereby agrees that the Bank shall not be liable for any hacking, misuse or abuse of the Card during its use for an online or internet Transaction whatsoever.

**6 Withdrawal of use of the Card – It is hereby further agreed and declared as follows:**

- 6.1 The Bank may at any time cancel the right to use any Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without thereby affecting the Cardholder's obligation under this

Agreement which shall continue in force until all Cards issued to or at the request of the Principal Cardholder (including, without limitation, any supplementary cards) have been returned to the Bank and all monies due to the Bank have been repaid (together with all accrued interest if any) in full. Prior to making such decision the Bank shall give the Cardholder due notice of thirty (30) days and the Bank will also give the reason for the decision when issuing such notice.

- 6.2 The Card remains the property of the Bank at all times. On request, the Card must be returned immediately to the Bank by the Cardholder.
- 6.3 The Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card.

**7 Termination – it is hereby further agreed and declared as follows:**

- 7.1 The Principal Cardholder may terminate this Agreement by a written notice to the Bank of not less than thirty (30) days (which notice shall state the effective date of termination) but such termination shall only be effective on the return to the Bank of all Cards issued to or on behalf of the Principal Cardholder (including, without limitation any supplementary cards) for the use on the Card Account. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with this Agreement.
- 7.2 The Bank may terminate this Agreement by a written notice (which notice shall state the effective date of termination) to the Principal Cardholder of not less than thirty (30) days or upon the death, insolvency, liquidation, or the happening of any other event that limits the legal capacity of the Cardholder or for any breach of this Agreement and on such termination, the Principal Cardholder shall return all the Cards issued to or at the request of the Principal Cardholder for use on the Card Account. Notwithstanding such termination the Principal Cardholder shall remain liable to the Bank until all the cards issued to the Principal Cardholder (including, without limitation any supplementary cards) have been returned to the Bank and all monies due to the Bank have been repaid together with all accrued interest (if any) in full.

**8 Refunds and Cardholder Claims – it is hereby further agreed and Declared as follows**

- 8.1 The Card Account will only be credited with a refund in respect of a Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. No claim by the Cardholder against a third party may be subjected of a defense or counterclaim against the Bank.
- 8.2 The Principal Cardholder shall not be entitled to interest on any credit balances there may be in the Card Account.
- 8.3 There shall be no cash refund for goods and services obtained with the use of the Card. Any such refunds must be credited only through the Card Account.

**9 Exclusion of Liability – it is hereby further agreed and declared as follows:**

- 9.1 The Bank shall not be liable in any way if the Card is not honoured by any third party whatsoever.
- 9.2 The Bank shall not be liable if it is unable to perform its obligation under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, civil disturbances, terrorism, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contracts or any other causes beyond the control of the Bank.
- 9.3 The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising from the use of or reliance on the use of the Card and the Principal Cardholder agrees to indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from such use or reliance on such use or any breach of this Agreement whatsoever.
- 9.4 The Bank reserves the right to suspend Card services if the Bank suspects any misuse or fraudulent transaction(s) and the Bank shall not be liable to the Cardholder for such suspension of services whatsoever or howsoever.

**10 General – It is hereby agreed and declared as follows:**

- 10.1 The Cardholder warrants the complete accuracy of the information given in the Application Form to the Bank requesting for issuance of the Card and any subsequent communication with the Bank.
- 10.2 No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 10.3 Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provision is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.4 Any notice or demand for payment by the Bank hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Cardholder if served on the Cardholder or sent by letter by registered post to the Cardholder's postal address stated in the Application. Any such notice or demand sent by letter by registered post shall be deemed to have been served on the addressee five (5) Days following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and put into the post.
- 10.5 The rights, powers and remedies conferred on the Bank by this Agreement

- are cumulative and are not nor are they to be construed as exclusive of any rights, powers and remedies provided by law.
- 10.6 A notice by the Bank as to the amount of any monies or liabilities owing or incurred to the Bank by the Cardholders shall, save in the case of manifest error, be binding on the Cardholder and conclusive for all purposes.
- 10.7 The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement. The Cardholder shall have no such rights to assign or transfer the Cardholder's rights or obligations hereunder No rights of the Cardholder against the Bank may be assigned or otherwise disposed off.
- 10.8 The Cardholder waives any rights set-off that the Cardholder may have in respect of sums payable by the Cardholder on the Card Account or under this Agreement.
- 10.9 The Bank may disclose information about the Cardholder to any person in connection with an actual or proposed contract which is related to this Agreement. This includes disclosing information under the terms of such contracts and such contracts include the assignment and transfers of all the Bank's rights and obligations under the Agreement.
- 10.10 To protect the Bank and its customers, the Bank has to follow certain internal procedures when opening accounts or making lending decisions These may include the use of credit scoring, obtaining information, from credit reference agencies and the parting of information disclosing and or requesting for details relating to credit facilities including details of default in servicing credit facilities to/from Credit Reference Bureaus set up in terms of Banking (Credit Reference Bureau) Regulations 2008 and or other banks financial institutions/agencies which are legally entitled to disclose/request for such information.
- 10.11 If the Cardholder does not make full repayment or agree to satisfactory repayment proposal with the Bank within 28 days of the Bank making demand for full repayment under this Agreement, the Bank may also disclose the information to Credit Reference agencies. This may affect other companies' decisions about lending the Cardholder any money.
- 10.12 The Bank shall have the right to amend and vary the terms of this Agreement from time to time, which shall not affect the obligations of the Cardholder to the Bank hereunder.
- 10.13 The Bank's general terms and conditions in undertaking banking business generally (as the same may be amended and applicable from time to time shall be deemed incorporated herein provided that the Bank shall give the Cardholder a notice of thirty (30) days of its intention to amend the general terms and conditions.
- 10.14 The Cardholder shall follow the Bank's laid down procedures for making any complaints or notifying the Bank of any concerns as regards the services offered by the Bank through the Card and in this regard the Cardholder acknowledges and agrees that the Bank may record any telephone conversation between its officers and the Cardholder for purposes of following up on Cardholder complaints and concerns. The Bank's procedure for such complaints require the Customer to make a phone complaint for minor issues that can be resolved over the phone In respect of any matter not solved or which cannot be solved over the phone, a written complaint should be sent to the Bank to the attention of the Card Centre Manager and the Bank will endeavor to resolve such complaints within forty eight (48) hours if the issue is one that can be resolved internally by the Bank Complaints that require involvement of third parties including merchants or other service providers or VISA International may take longer depending on the matter involved but in

any event the Bank will endeavor to resolve complaints without undue delay.

- 11 Issuing Authority general terms – Its hereby further agreed and declared as follows:**
- 11.1 The issuing Authority's general terms and conditions relating to VISA cards generally (as the same may be amended and applicable from time to time shall be deemed incorporated herein and shall be binding on both the Bank and the Cardholder.
- 11.2 As part of the Issuing Authority's general terms and conditions, the Bank is required to inform the Cardholder of certain matters, fees and charges levied on Transactions. This information will be contained in the Statement and or a schedule of tariffs which will be available to the Cardholder on request Such information wherever set out shall be deemed incorporated herein.
- 12 Additional Terms and Conditions relating to the Co-branding of the Cards:**
- 12.1 The Card to be issued hereunder is Co-branded with the Kenya Golf Union ("KGU") under an agreement between the Bank and KGU aimed at supporting the efforts of KGU in promoting the game of golf under the Junior Golf Foundation ("JGF").
- 12.2 By applying for the Card, the Cardholder will be supporting in promoting the game of Golf. In this regard, under the terms of the Co-branding Agreement between the Bank and KGU, the Bank has agreed to remit the Cardholder's annual subscription/membership fees to KGU and KGU has undertaken to remit to JGF all monies received by it from the Bank on account of the annual subscription/membership fees for the Co-branded Cards and to ensure that JGF uses the monies for the primary goals of JGF of promoting golf among young Kenyans.
- 12.3 The Bank may enter into arrangements with establishments and service providers to allow the Cardholder certain privileges in such establishments or in accessing certain services from such providers which will be on such terms and conditions as the Bank may have entered with such establishments and providers and the Bank will be entitled to withdraw such privileges at any time and with or without prior notice to the Cardholder. With respect to the benefits accruing from the Bank, the Bank will give a notice of thirty (30) days prior to withdrawing such benefits. Where benefits are provided by third parties, the Bank will notify the Cardholder as soon as the Bank is notified by the third parties that such benefits have been withdrawn.
- 12.4 Should the Co-branding Agreement between KGU and the Bank be terminated for whatever reason, or naturally expire, the Bank shall notify the Cardholder who shall return the Co-branded Card to the Bank and a new card will be issued in replacement thereof. The Bank reserves the rights to renew the Card and review the credit limit. Any new Card issued will be subject to the Bank's terms and conditions for issuing such card.
- 13 Governing Law – It is hereby further agreed and declared as follows:**
- 13.1 This Agreement shall come into effect as of the day on which the Bank issues the Card to the Cardholder.
- 13.2 This Agreement is governed by the Laws of the Republic of Kenya.

I have read the above terms and conditions and agree to be bound by them and any amendments thereto.

## DECLARATION

I declare that to the best of my knowledge the information given in this application is true and accurate. I confirm I have read the Terms and Conditions with regards to issuance of credit cards and agree to be bound by these and any amendments thereof from time to time. I consent to the Bank making any credit enquiries about me with any Credit Reference Bureaus and / or any other third party. I am liable for all charges incurred through the use of the Card and in the event of default I authorize the Bank to use any credit balance in my other Bank accounts to set off any amounts owing on my Card. I understand that Prime Bank Ltd reserves the right to decline the application. I hereby request you to issue me with a VISA GOLD GOLF Card.

Applicants Signature

Date

**Card Centre  
Riverside Drive, Nairobi**

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