

RTGS Payment Instruction Form

DATE _____ BRANCH: _____
(dd/mm/yyyy)

I/We hereby authorize you to make the transfer as per the details below:

SENDER DETAILS

ACCOUNT NAME:	
SENDER'S ACCOUNT NUMBER:	
TRANSACTION CURRENCY:	JAMAICAN DOLLARS (JMD)
AMOUNT TO BE REMITTED (figures):	
AMOUNT TO BE REMITTED (words):	
CONTACT NUMBERS:	

BENEFICIARY DETAILS

BENEFICIARY NAME:		
BENEFICIARY ADDRESS:		
BENEFICIARY'S ACCOUNT NUMBER:		
BENEFICIARY BANK:		
BRANCH:		BENEFICIARY BRANCH CODE:
PAYMENT DETAILS AND PURPOSE OF REMITTANCE/FUNDS:		

I/We confirm that the above information was verified by me/us. I/We also confirm that I/We have read and understood, and agree to, the conditions printed overleaf and are bound by same.

Please debit my/our account number for the charges in the amount
of (incl. of GCT).

SIGNATURE: SIGNATURE:

SIGNATURE: SIGNATURE:

Company
Stamp or Seal

TRANSACTION AMOUNT TO BE DEBITED FROM SENDER'S ACCOUNT

FOR BANK USE ONLY

RTGS AMOUNT:		Entered By: _____ Authorized By: _____
SERVICE CHARGE:	JMD	
GCT:		
TOTAL:	JMD	

RIGHTS AND OBLIGATIONS OF CUSTOMER

1. To use the NCB Real Time Gross Settlement (RTGS) Services Facility, a Customer shall submit to NCB a completed RTGS Payment Instruction and the Customer shall be solely responsible for the accuracy and completeness of the RTGS Payment Instruction. NCB shall not be responsible for delays in processing any such funds transfer due to improper format and the Customer shall be liable to compensate NCB for any loss arising on account of any error in the RTGS Payment Instruction.
2. The Customer acknowledges and agrees that a transfer initiated pursuant to the RTGS Payment Instruction is subject to applicable Jamaican law, including among other things sanctions imposed or enforced by Jamaican regulators. The Customer agrees that it will not submit an RTGS Payment Instruction that would violate such sanctions, or any other applicable law, and will not act on behalf of, or transmit funds to or from, any party subject to such sanctions.
3. The Customer understands that all transfers initiated via the RTGS are final and irrevocable and that the NCB RTGS Services Facility is automated and shall be executed by such hardware, software, employees, sub contractors and/or agents of NCB that NCB may choose as most appropriate from time to time, at NCB's sole discretion;
4. The Customer shall be solely responsible for settlement of all transactions effected using the NCB RTGS Services Facility and warrants and agrees to maintain sufficient clear and available funds to cover all transactions and applicable Fees and Taxes. However, if the Bank executes the RTGS without funds being available in the Customer's account the Customer shall be bound to pay to the Bank, any amount that may be debited to any of the Customer's accounts maintained at NCB together with any charges, including interest, payable to NCB that the Bank may charge.
5. Should any transaction be rejected by the Receiving Bank for any reason, with or without cause, the Bank shall credit the amount of such transaction to the Customer's account upon receipt of funds from the RTGS and the Receiving Bank at risk/cost to the customer.

RIGHTS AND OBLIGATIONS OF NCB

6. Upon receipt of the RTGS Payment Instruction, NCB shall endeavour to duly execute the RTGS transaction requested. NCB may in its sole discretion refuse to conduct a transaction where:
The RTGS Payment Instruction is incomplete, issued in an incorrect form, is inaccurate, or has been received in advance of the date as specified in the RTGS Payment Instruction;
The RTGS Payment Instruction is issued to carry out an unlawful transaction; The RTGS Payment Instruction cannot be executed in RTGS;
Any special condition is attached to the RTGS Payment Instruction; The funds available in the Account are not adequate.
7. An acknowledgement of receipt of an RTGS Payment Instruction by NCB shall not be construed as binding on NCB to execute the same.
8. The Customer agrees that no prior or written intimation or notice of any refusal to execute the requested transaction through RTGS needs to be provided to the Customer by NCB.
9. NCB may establish security procedures to be followed in connection with the NCB RTGS Services Facility which may include, without limitation, the assignment of user codes, passwords, personal identification numbers, authorization codes, test codes and other similar devices (the "Assigned Codes"), all of which have been separately described to the Customer and are hereby acknowledged. The Customer shall be responsible upon receipt of the Assigned Codes to safeguard their confidentiality and to distribute them only to the Customer's authorized personnel or to the Customer's authorized Agent. The Customer understands and agrees that the security procedures which may be established hereunder are intended to determine whether or not any RTGS Payment Instructions transmitted to NCB in electronic format or otherwise are authorized by the Customer, but is not intended to detect any errors contained in such instruction.

NCB is hereby irrevocably authorized to act in accordance with, and rely on, any RTGS Payment Instructions received by it when received in accordance with the security procedures established hereunder. Both parties acknowledge that the security procedures implemented are deemed to be commercially reasonable.

LIABILITY AND INDEMNITY

10. NCB does not hold out any warranty and makes no representation about the quality of the NCB RTGS Services Facility. The Customer agrees and acknowledges that NCB shall not be liable and shall in no way be held responsible for any damages whatsoever, whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the Customer and processed by NCB, information provided or disclosed by NCB regarding Customer's Accounts or any loss of any character or nature whatsoever, and whether sustained by the Customer or by any other person.
11. NCB shall endeavour to execute and process the transactions as instructed by the Customer promptly but shall not be responsible for any delay due to any reason whatsoever, including due to failure of operational systems or any requirement of law.
12. Illegal or improper use of the NCB RTGS Services Facility shall render the Customer liable for payment of pecuniary charges or penalties which NCB may at its sole discretion decide or may result in suspension of the NCB RTGS Services Facility to the Customer. The Customer hereby also agrees to fully indemnify and hold NCB and its subsidiaries and affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
13. All the records (including electronic) of NCB generated by the transactions arising out of the use of the NCB RTGS Services Facility, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.
14. The Customer agrees, at its own expense, to indemnify, defend and hold harmless NCB, its subsidiaries and affiliates, and any of their directors and employees, representatives and / or agents against any claim, suit, action or other proceeding brought against them by a third party, to the extent that such claim, suit, action or other proceeding brought against such person is based on or arises in connection with any action of the Customer.
15. The Customer agrees to pay any and all 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.
16. The Customer hereby agrees that in all circumstances, NCB's aggregate liability for claims relating to the NCB RTGS Services Facility, whether for breach or in tort shall be limited to the transaction charges / fees or consideration paid by the Customer in relation to the relevant RTGS Payment Instruction pursuant to which any such claim is brought.

GENERAL

17. The validity, construction and performance of these Terms and Conditions shall be governed by Jamaican law and shall be subject to the exclusive jurisdiction of the Jamaican courts.
 18. NCB may at its sole discretion utilize the services of external service providers and or agents and the Customer irrevocably and unconditionally authorizes NCB to access the Customers Accounts and records and /or share same with said external service providers and or agents for the purpose of effecting the RTGS transaction or for any other purpose it their sole discretion.
- NCB may suspend, withdraw, terminate the NCB RTGS Services Facility at its sole discretion, without any reason whatsoever and without prior notice. The Customer agrees that it shall remain liable for any RTGS Payment Instruction transmitted to NCB prior to the termination.
19. It is understood and agreed that NCB may amend any of these terms and conditions in its sole discretion from time to time and without notice to the Customer.