

本票及匯款申請書

APPLICATION FOR CASHIER'S ORDER AND REMITTANCE

Please "√" where applicable. 請在適當空格內加"√"

Please complete in **BLOCK LETTERS** 請用正楷填寫

Ref. No. 諮詢編號 : _____

Date 日期 : _____

☐ Cashier's Order 本票 ☐ Demand Draft 匯票 ☐ Local RTGS 本地匯款 ☐ T/T 電匯

Customer's Information 客戶資料

Customer's Name 客戶名稱	Tel. No. 電話
Debit A/C No. 支付賬戶號碼	
Name of Payee of Cashier's Order/ Demand Draft 本票 / 匯票祈付	
Currency & Amount 貨幣及金額	----

☐ Certification of the purchaser(s) at the back of the Cashier's Order / Demand Draft required 請於本票/匯票背頁証實該票的購買者

Remittance Instruction 匯款指示

Remittance Currency 匯款貨幣	Amount 金額 -----		
Debit A/C No. 支付匯款金額之賬戶號碼	Currency 貨幣	A/C No. 賬戶號碼	
	-----	_____	
Charges Debit A/C No. 支付匯款費用之賬戶號碼	Currency 貨幣	A/C No. 賬戶號碼	
	-----	_____	
32A Value Date (if any) 匯款付款日 (如有)			
56A Intermediary Bank (if any) 中轉銀行 (如有)	Name 名稱		
	Address 地址		
	Country 國家	Code 代碼	
57 Beneficiary's Bank 收款銀行	Name 名稱		
	Address 地址		
	Country 國家	Code 代碼	
59 Beneficiary 收款人	Name 名稱		
	Address 地址		
	Country 國家	Account No. 賬戶號碼/ IBAN 國際銀行賬戶號碼	
	Tel. No. 電話		

70 Message to Beneficiary 給收款人的附言 (4 lines x 35 English characters or 7 Chinese words only 只限4行, 每行35個英文字母或7個中文字)

71 Remittance Transaction Charges 匯款費用

☐ I/We pay local bank charges and the beneficiary pays overseas bank charges 本地銀行費用由本人/吾等支付, 海外銀行費用由收款人支付

☐ I/We pay local bank charges and overseas bank charges (Please refer to Condition 7 printed overleaf) 本地銀行和海外銀行費用由本人/吾等支付 (請參閱背頁所載條款第7條)

☐ Local bank and overseas bank charges are to be deducted from the amount remitted 本地銀行和海外銀行費用由匯款金額中扣除

Purpose of Remittance 匯款用途

Customer's Signature 申請人簽名

I/We authorise the bank to debit the above monies for the lawful purpose detailed above and agree to be bound by the Terms and Conditions printed overleaf. I/We confirm that my/our instructions have been clearly, accurately and completely set out in this form before signing it.

本人/吾等授權貴行扣除以上金額之匯款用途並同意受背頁所載之條款及細則約束。本人/吾等確認本人/吾等的指示已清楚, 準確及完整地填妥於本表格內才簽署作實。

****We declare that if this remittance is of loan proceeds, its usage is in line with the original loan purpose, AND further declare that if the loan is against a Mainland bank guarantee, the use of loan including the flow of funds complies with all applicable Mainland legal and regulatory requirements.**

吾等聲明如上述匯款款項來源自貸款金額, 其用途與原貸款目的一致; 另如此貸款是由一家內地銀行作担保, 其貸款用途包括貸款金額的調撥往來均符合內地有關法規及監管要求。

Customer Signature(s) 客戶簽名:

S.V.

For Bank Use Only 銀行專用

Prepared by	Checked by	Approved by	Remarks
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Conditions

Please read and understand these Conditions:-

1. The Bank shall not be liable for any loss or damage due to omission or delay in sending any message relating to this remittance or in payment or in giving advice of payment; loss of any items or any messages or signals in transit or transmission or otherwise; mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable; or the actions of omission of correspondents, sub-agent, other agency or any other party involved in The Clearing House Automated Transfer System (if applicable); or declared or undeclared war; censorship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto; or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device; or any act or event beyond our control.
2. The Bank may send message(s) relating to the remittance either in words or in cipher and shall not be liable for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for any misrepresentation of the message, or any part thereof, by any of the Bank's correspondents, or any delay, error caused by the payment or remittance system of the correspondents' country. In any event, the Bank shall not be liable for any loss of profit or loss under contract or any special, indirect or subsequent loss.
3. The Bank may, under circumstances determined by the Bank, require the remitter or any of the authorised signatories or authorised persons to confirm the application by means of telephone before acting on the same. The Bank may refuse to act on the application in the absence of such confirmation (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant application), without responsibility or liability on the Bank's part for any such refusal or delay in acting as a result.
4. This application shall be subject to acceptance by the Bank at its absolute discretion and the Bank reserves the right not to process any remittance if the Bank is of the opinion that the information given is incomplete or is not sufficiently clear. The Bank shall not be liable for any delay in processing any remittance or for its decision in not processing the same where any information given is, in the opinion of the Bank, incomplete or is not sufficiently clear.
5. The application for remittance, once accepted by the Bank, may not be cancelled unless the Bank agrees in writing. In considering whether to accept any request by the remitter for cancellation of remittance the Bank may take into account, inter alia, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled. If the Bank agrees to cancel the remittance, such agreement will always be subject to the applicable conditions as the Bank may impose from time to time.
6. Subject to Condition (3), in the absence of specific instructions, the remittance will be effected in the currency of the country to which the payment is to be made.
7. All charges/commission outside Hong Kong are for the beneficiary's account and deducted from the proceeds of the remittance unless specified otherwise. If so specified for the remitter's account, such charges/commission shall be charged in accordance with the Bank's prevailing charge tariff schedule but whether the beneficiary can receive the full amount of remittance will depend on the practice adopted by the Bank's correspondent and/or beneficiary bank involved. The Bank is entitled to reimbursement from the remitter for the expenses of the Bank, its correspondents and agents. Additional overseas charges (including charges levied by the beneficiary bank and or the Bank's correspondent) may be imposed by some overseas banks. These charges may be deducted from the remittance amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the full amount of remittance, regardless of the remitter's payment instruction stated overleaf or otherwise.
8. The Bank reserves the right to send a remittance from a different place (other than the one specified by the remitter) if operational circumstances so require.
9. Except as otherwise stated herein, the Bank is not responsible to advise the remitter of :-
(i) any exchange control or other restriction which may be imposed by the laws or regulations of the country where payment of the remittance is to be effected (the bank shall not be liable for any loss or delay arising from or in connection with such exchange control or restriction. The remitter is advised to make his/her own enquiries about any exchange control or restriction); or
(ii) any charges which may be imposed by the Bank's correspondents, unless (a) explicitly requested by the remitter; and (b) the Bank has provided information based on data available at the time of request, in which case the Bank shall not be liable for changes occurring after disclosure.
10. Subject to Condition (3), the Bank will use reasonable endeavours to process applications received by the Bank on or before the next working day. For this purpose, Saturday is not a working day.
11. If payment of remittance is to be completed on a particular date, the remitter shall state such date as the value date on this application form overleaf, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, the Bank shall not be liable for any loss or damage incurred by the remitter and/or beneficiary and /or any other party if the payment is not received by the beneficiary or the beneficiary's bank on the stated value date by reason of any event or cause beyond the control of the Bank or any to the Bank's correspondents nor shall the Bank be responsible as to when the beneficiary's bank pays the beneficiary, or if it fails to do so, to recover payment from it. In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, the Bank shall not warrant that the beneficiary's bank or the beneficiary will receive the remittance on the same day of the date of acceptance or deemed acceptance of the application as the remittance will be subject to, inter alia, the cut-off time relating to the geographical location of destination of the remittance.
12. If a refund of the remittance amount is desired from the Bank by the remitter, the Bank shall, at its discretion, make the payment to the remitter at the prevailing buying rate for the relevant currency less all charges and expenses.
13. The Bank is entitled to collect from the remitter all remittance charges and other charges including those collected or to be collected by the Bank's correspondent, agent or sub-agent in connection with carrying out the instructions in accordance with the Bank's prevailing charge tariff schedule.
14. The Bank reserves the right to revise all remittance charges and these conditions from time to time.
15. The Bank may refuse to effect a Renminbi remittance if the application does not fulfil the requirements as designated by Hong Kong Monetary Authority or the relevant clearing bank in Hong Kong from time to time.
16. The conditions herein contained shall be in addition to and shall not prejudice any other agreement(s) or terms and conditions between the Bank and the remitter. If any provision or part of these conditions shall be invalid, all other provisions shall remain in full force and effect.
17. Remitter may not include conditions to be satisfied before payment can be released to the beneficiary as neither the Bank nor the beneficiary banks can accept responsibility for policing such conditions.
18. The remitter agrees and authorises the Bank to disclose any personal data relating to the remitter collected by the Bank from time to time for such purposes and to such person (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection as Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notice made available by the Bank to its customers from time to time. The remitter also agrees and authorises the Bank to (i) use the collected data for the purpose of meeting the requirements to make disclosure under the requirements of any law, regulation, code or guideline, court order or any regulatory authority in any jurisdictions, and (ii) disclose to any persons to whom the Bank is required or permitted to do so by any law, regulation, code and guideline, court order or any regulatory authority in any jurisdiction.

條款

請細閱及明瞭下列條款：

- 倘因下列情況而引致之任何損失，包括：遺漏或延誤寄發是次匯款之信息、付款或付款通知；任何文件或訊息或訊號在寄發或傳送途中或其它情況所發生之損失；傳送或交付任何文件、訊息、訊號、書信、電報或越洋電報的損毀、錯誤、遺漏、中斷或延誤；本行的代理行、分代理人、其他票據交換所自動轉帳系統的其他參予機構或其他人士的疏忽行為；已宣佈或沒有宣佈的戰爭；審查制度；封鎖；叛變；騷亂；本地或外地政府或其他事實上或法律上行使政府權力的團體的任何法律、制令、規則、管制、限制或其它行為；或任何電腦、機械或電子儀器之故障或失靈；或其它本行不能控制之事故，本行概不負責。
- 本行可將匯款之一切訊息以文字或密碼發出，而本行不須負責因發出訊息而產生的任何遺失、延誤、錯誤、遺漏或毀壞或本行的任何代理行錯誤陳述該訊息或其任何部份之任何責任，或本行代理行的國家的支付或匯款系統的任何延誤或錯誤而引致之任何責任。在任何情況下，本行均不需對任何利潤或合約之損失，或特別、間接、或繼起之損失負上任何責任。
- 本行在按此匯款申請行事前，可自行決定有需要時要求匯款人或其獲授權簽章人員或獲授權人士的任何一人以電話確認此匯款申請。如本行未能獲得上述的確認，本行可拒絕按此匯款申請行事〔在此情況下本行有絕對酌情權決定如何處置有關的匯款申請〕；本行無須為拒絕或因此延遲行事而負上任何責任。
- 本行可自行決定是否接受此申請。如匯款申請書中，資料不完整或不清晰，本行保留權利不處理有關匯款。因此而導致匯款未能處理或延誤，本行毋須承擔任何責任。
- 匯款的申請為本行接納後，未經本行的書面同意不可取消。於考慮是否接受匯款人取消匯款的要求時，本行可考慮的其中一項因素是本行是否已經接獲代理行已停止及取消有關匯款的通知。假若本行同意取消匯款，匯款人將受本行不時認為適用的條款所約束。
- 在條款(3)之規限下，除非另有特別指示，匯款將以收款國家之貨幣支代。
- 如沒有特別指示，在香港以外的一切費用/佣金，由收款人支付並從匯款金額中扣除。如註明該等費用/佣金由匯款人支付，該等費用/佣金根據本行當時釐定之收費收取，但收款人能否收取匯款全數，則受有關本行的代理行及/或收款銀行的付款慣例約束。本行有權向匯款人收取本行、本行的代理行及代理人的開支。部份海外銀行可能會徵收額外海外手續費(包括收款銀行及本行的代理行的收費)；不論匯款人於匯款申請書或在其它情況作出任何指示，該等銀行會按其慣例從匯款金額扣除手續費，收款人會因此不能收到匯款金額的全數。
- 如因操作情況所需，本行得保留權利將此匯款於(匯款人指定地點以外)不同地點交付。
- 除非本文另有說明，本行毋須將下列各項資料通知匯款人：- (i)有關收款國當地法律或規則所實施之外匯管制或其他限制(本行亦毋須因為該等管制及限制而引致的任何損失或延誤負上任何責任。匯款人應自行查詢有關之外匯管制或限制)；或 (ii)本行的代理行可能收取之任何費用，除非 (a) 匯款人明確要求，及 (b) 本行只提供當時可用的資料訊息，披露後資料發生任何變更，本行不會承擔任何責任。
- 在條款(3)之規限下，本行會力求於收到匯款申請的當天或下一個工作天處理申請。在此而言，週六並不計算為工作天。
- 如匯款需要在某個指定日期支付，匯款人需要在背頁申請書指明該日期為匯款的付款日，惟本行可自行決定是否接受具有任何指定匯款付款日的匯款申請，但如本行接受該申請，本行將不會由於任何不能由本行或任何本行的代理行控制的事件或原因而令致收款人或收款銀行未能在指定之日收取匯款，所引致匯款人及/或收款人及/或任何其他人士的損失而負上任何責任，本行亦毋須就收款銀行支付收款人的時間或如其未能支付負責、本行亦毋須負責向收款銀行追討任何款項。如付款日與匯款申請獲批准或被視為獲批准之日期為同一日，由於匯款可能受收款地區的截數時間及其它因素所限制，故本行並不保證收款銀行或收款人可以在匯款申請獲批准或被視為獲批准之同一日收到匯款。
- 在本行允許之情況下，若匯款人需要本行退還匯款，本行可自行以有關貨幣當日之買入價折算，並於扣除所需之收費及其它費用後退款予匯款人。
- 本行有權向匯款人收取所有有關匯款之服務費用及其它費用，包括本行的代理行、代理人或分代理人執行匯款指示有關之費用，費率則根據本行當時釐定之服務收費計算。
- 本行可不時調整匯款之服務費用及此等條款。
- 如人民幣匯款申請不符合金管局或香港有關結算銀行不時作出的有關規定，本行可拒絕受理人民幣匯款申請。
- 本條款須加諸於且不妨害本行與匯款人之間的任何其他的約定或條款與細則。若本條款任何條文或部份失效，所有其它條文仍具有十足效力及作用。
- 匯款人不可加入匯款支付予收款人前需要滿足的附帶條件，原因是本行或收款銀行不能接受監察該等條件是否已獲遵從的責任。
- 匯款人同意並授權本行可將本行不時蒐集有關匯款人之任何個人資料，根據本行有關使用及披露個人資料政策，用於其中所述用途及向其中所述人士披露〔不論接收人是在香港或另一國家，或在並不提供與香港同等程度的資料保障的國家〕。該等政策於本行不時備有供客戶索取之聲明、通函、條款及條件或通知中載明。匯款人亦同意並授權本行可將所蒐集的資料(i)用以符合任何司法管轄區的法律、規定、法令或指引、法院命令或監管機構訂明的披露要求，及(ii)向本行根據任何司法管轄區的法律、規定、法令或指引、法院命令或監管機構規定或獲允許向其作出披露的任何人士披露。

In the event of there being any difference between the English and Chinese versions of these conditions, the English version shall prevail.

如此等條款的中文本與英文本義有差異，應以英文本為準。

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