



▼

REMITTANCE APPLICATION FORM

To: **HABIB BANK ZURICH (HONG KONG) LIMITED, a Restricted Licence Bank (the "Bank")**

Date

▼

Applicant's Information

Name of Applicant:

Transfer Instructions

Please enter amount to be remitted or equivalent currency to be converted

Debit A/C No.	Currency	Amount	Remittance of:	Currency	Amount
	▼			▼	
				In Words	
			OR Equivalent of	Currency	Amount
				▼	

Intermediary Bank:

Name:

Optional (for routing payment to Beneficiary Bank)

Address:

Country:

Swift Code:

Beneficiary's Bank:

Name:

Address:

Country:

Swift Code:

Beneficiary:

Name:

Company

Address:

Individual

Country:

Account No./IBAN:

Message to Beneficiary:

Remittance Transaction Charges:

All local and overseas charges borne by Beneficiary

All local and overseas charges borne by Applicant

Local charges borne by Applicant & overseas charges by Beneficiary

For corporate RMB remittance to the Mainland, please fill in this section

Capital Transfer

Goods Trade

Service Trade

Current Account

Settlement of donations

Contract Details (if applicable)

Forward Contract/ Treasury Deal No.:

FX Rates:

By signing this form, the Applicant:

1. confirms that the requested remittance will not contravene any applicable laws, regulations or rules in the People's Republic of China (the "PRC") and the requirements as designated by the Hong Kong Monetary Authority or the relevant clearing bank in the Hong Kong Special Administrative Region of the PRC ("Hong Kong") from time to time ("Applicable Rules"), and any Sanctions (as defined below);
2. confirms that all approvals required (if any) for carrying out the above instructions have been duly obtained;
3. agrees that the Bank is fully authorised and has the absolute right to refuse to carry out my/our instructions (i) which in the opinion of the Bank may contravene the Applicable Rules or Sanctions (as defined below, or (ii) if any approval is required for carrying out such instruction, the Applicant fails to present such documents showing that the relevant approvals have been duly obtained to the Bank's satisfaction;
4. authorises the Bank to debit the above monies for the lawful purpose detailed above and agree to abide by the Terms and Conditions printed overleaf; and
5. confirms that the instructions above have been clearly, accurately and completely set out in this form before signing it.

Applicant's Authorised Signature(s)



For Bank Use Only

CI No.	Handled By	Checked By	Remarks
--------	------------	------------	---------

TERMS AND CONDITIONS

In requesting Habib Bank Zurich (Hong Kong) Limited, a Restricted Licence Bank (the “**Bank**”) to make the telegraphic transfer overleaf, the applicant of this application (the “**Applicant**”) hereby agrees that it is to be dispatched in accordance with the following terms and conditions:

1. This application and the telegraphic transfer to be sent are subject to the General Terms and Conditions of Accounts as are in effect from time to time and any other agreement(s) previously signed and delivered to the Bank by the Applicant. In case of conflict, the terms of this application shall prevail to the extent of conflict.
2. 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 any action or omission of the Bank’s 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 foreign government or other group or groups exercising governmental powers, whether de jure or de facto; or breakdown or malfunction in or of any computer, mechanical or electronic instruments, apparatus or device; or any act or event beyond the Bank’s control.
3. The Bank is at liberty to send the telegraphic transfer either literally or in cipher entirely at the Applicant’s risk. The Bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act default or negligence of the beneficiary’s bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.
4. The Bank may, under circumstances determined by the Bank, require from the Applicant or any one of the Applicants or any one of the authorised signatories or authorised persons, confirmation of 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 for any such refusal or delay in acting as a result. 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.
5. 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.
6. The application for remittance, once accepted by the Bank, may not be cancelled without the Bank’s written consent. 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.
7. All charges/commission outside the Hong Kong are for the beneficiary’s account and deducted from the proceeds of the remittance unless specified otherwise. If so specified for the Applicant’s account, such charges/commission shall be in accordance with the Bank’s prevailing charge tariff schedule and/or charges imposed by the correspondent bank(s). The Bank is entitled to reimbursement from the Applicant 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 Applicant’s payment instruction stated overleaf or otherwise.
8. The Bank reserves the right to send this telegraphic transfer from a different place other than the one specified by the remitter if operational circumstances so require.
9. Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited or credited (as the case may be) to the Applicant’s account.
10. Encashment of the remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment is to be made and/or of the relevant clearing house. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
11. Subject to paragraph 3 above, 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.
12. Applications for same day value are subject to the cut-off times imposed by the Bank and the beneficiary bank as well as the cut-off times related to the geographical location of the destination.

13. If a refund of the remittance amount is desired from the Bank by the Applicant, the Bank shall, at its discretion make the payment to the Applicant at the prevailing buying rate for the relevant currency less all charges and expenses.
14. The Bank is entitled to collect from the Applicant all telegraphic transfer 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.
15. The Bank reserves the right to revise all telegraphic transfer charges from time to time and not to handle this application if there are insufficient funds in the account to be debited.
16. The Applicant represents, declares and undertakes to the Bank that any remittance to Mainland China under this application does not and will not conflict with any law or regulation applicable to the Applicant (including without limitation those in force in Mainland China and in particular, those set out by the State Administration of Foreign Exchange).
17. The Bank may refuse to effect a telegraphic transfer of Renminbi if the application does not fulfil the requirements as designated by the regulatory bodies or the relevant clearing bank in Hong Kong from time to time.
18. The Applicant shall ensure that the beneficiary information (including but not limited to the detail of the intermediary bank, beneficiary bank, and beneficiary's name and account number) provided to the Bank is complete, accurate and valid. The Bank shall not be liable for any losses, damages, or claims that may arise as a result of any rejection, return or delay due to incomplete, inaccurate or invalid information provided by the Applicant and any charges imposed by the correspondent bank(s) shall be borne by the Applicant.
19. The Applicant agrees and authorises the Bank to disclose any personal data relating to the Applicant collected by the Bank from time to time for such purposes and to such persons (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 Applicant 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.
20. The Applicant acknowledges that the Bank would refuse to process any transaction which may violate or breach any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, Switzerland, Hong Kong, the PRC and all other jurisdictions to which it is subject ("**Sanctions**"). The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with the Bank's refusal to process such transactions. The Applicant certifies that no transaction involved in this application is in violation of any Sanctions.
21. This application shall be governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

Print

Reset



Habib Bank Zurich (Hong Kong) Limited, a Restricted Licence Bank
1701-05, Wing On House, 71, Des Voeux Road, Central, Hong Kong.

HBZHK 009 01.09.2021