



Remittance Instructions Terms and Conditions

1. Unless the context otherwise requires, terms used in these terms and conditions but which are not defined in these terms and conditions shall have the same meanings as ascribed to such terms in the Terms and Conditions for ANZ Bank Account. The Terms and Conditions for ANZ Bank Account apply.
2. You must complete and sign the Remittance Instruction Form and Australia and New Zealand Banking Group Limited (the "**Bank**") reserves the right not to process any Remittance Instruction Form which is incomplete, unclear, smudged, soiled, torn or not completed in accordance with the instructions that accompany the form (including but not limited to any Remittance Instruction Form which contains handwritten or typewritten inputs or amendments, or additional inputs inserted outside the stipulated field areas) ("**Imperfect Application**"). The Bank may (but shall not be obliged to) at its discretion process Imperfect Applications, which may be subject to additional charges.
3. All remittances, except cashier's orders which is payable in Singapore Dollars, shall be made in the currency of the country to which the funds are transmitted, at the prevailing buying rate of exchange of the Bank's branch, correspondent or agent making the payment unless other arrangements are made between the beneficiary/payee and such branch, correspondent or agent.
4. All charges incurred outside Singapore are for the account of the beneficiary unless otherwise specified.
5. Applications received after 2 pm will only be processed on the following working day. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
6. In relation to telegraphic transfers, you agree that:
 - (a) the Bank may send any telegraphic transfer either literally or in cipher and shall have no liability whatsoever for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or from its misinterpretation when received;
 - (b) all telegraphic transfers shall be carried out by the Bank, its correspondent or agent banks subject to the rules, regulations and market practices of the country where or through which payment is to be made; and
 - (c) the Bank may draw any telegraphic transfer on a different place from the place specified by you if operational circumstances so require.
7. In relation to domestic and cross-border wire and fund transfers, you must provide the Bank with the following details of the person/entity requesting the transfer:
 - (a) name;
 - (b) address / date of birth and place of birth / identification number; and
 - (c) account number.

Please note that there may be a delay in processing your Remittance Instruction Form if the above details are not provided.

8. If you request a withdrawal or refund of your remittance instruction:
 - (a) the Bank must receive satisfactory evidence that (i) the remittance has not been completed, (ii) the remittance instruction is no longer operative, (iii) no charge by virtue of the remittance instruction exists or will exist against your account, and (iv) any portion of your account which was charged or earmarked for payment is at the Bank's free disposal. All cable and other expenses in connection with establishing such evidence shall be borne by you;
 - (b) if at the time a refund is to be made there is no market in the place where this remittance instruction was issued for the currency called for in this remittance instruction, the Bank need make no refund unless and until such a market exists;
 - (c) for remittances in foreign currencies, any refund will be made in such foreign currency, and the Bank shall be entitled to effect currency conversion at the Bank's own rate of exchange then prevailing at the time such refund is made or such other appropriate date. Any loss due to fluctuation in the rate of exchange or impairment or destruction of such currency will be assumed by you; and
 - (d) the Bank has no liability if it does not or is unable to stop or prevent the implementation of the initial remittance instruction.

9. For remittance in Foreign Currency by telegraphic transfer/demand draft, the Bank shall be entitled to effect currency conversion at the Bank's own rate of exchange then prevailing on the date of remittance or such other appropriate date. Unless otherwise agreed in writing, the Bank shall be entitled to convert into Foreign Currencies the funds received for you at the Bank's own rate of exchange then prevailing on the day such funds are received or such other appropriate date. The Bank's written statement that it has effected such conversion shall be conclusive and binding on you, save for manifest error or fraud on the part of the Bank.
10. You irrevocably and unconditionally agree to indemnify and to hold the Bank, its staff and its Agents harmless against any and all actions, claims or demands, proceedings, losses, liability, costs and expenses (including legal fees and expenses on a full indemnity basis) incurred or suffered by the Bank directly or indirectly, except where such losses are a direct result of any fraud or forgery due solely to the actions of the Bank's staff, as the result of acting on Instructions given by telephone, fax or other forms of communication which the Bank believes to have been given by or on your behalf and you agree to perform and ratify any contract entered into or action taken by the Bank as the result of such communication.

Additional Terms and Conditions for Renminbi Remittances

11. Any telegraphic transfer to the People's Republic of China shall only be effected if the currency of the telegraphic transfer is not in Renminbi ("**RMB**").
12. In the event that you cancel the instruction or the telegraphic transfer is not accepted, rejected, or returned by the Bank, its agent bank, correspondent bank or the beneficiary bank, the Bank will:
 - (a) (where the originating account is denominated in the currency of the remittance) credit the intended telegraphic transfer into the originating account; or
 - (b) (where the originating account is not denominated in the currency of the telegraphic transfer) convert the intended telegraphic transfer back to the original currency at the Bank's prevailing exchange rate, or if there is no prevailing exchange rate, at the exchange rate contracted by the Bank with its agent bank or correspondent bank, as the case may be, and credit the resulting sum into the originating account.

Please note that you shall be liable for all losses, costs, expenses and charges resulting from the above.

13. You should ensure that any receiving bank has the capacity to accept RMB before giving any instruction to the Bank to make telegraphic transfers in RMB and the Bank shall not be responsible for any delays and/or losses arising therefrom. All incidental charges and deductions in respect of any such telegraphic transfers shall be borne by you.
14. Any telegraphic transfer where the currency of the telegraphic transfer is indicated as "CNY", "CNH" or "Renminbi" shall mean Renminbi that is traded offshore and governed by the rules and regulations imposed by the Hong Kong Monetary Authority.

General Terms and Conditions

15. You authorise and permit the Bank and its officers to disclose any of your customer information as defined in the Banking Act or any other information whatsoever relating to you and your remittance instruction, to correspondent or agent banks, service providers or any other person whether situated in Singapore or elsewhere, to whom the Bank out-sources the processing of this telegraphic transfer. The Bank will only collect, use, process, and disclose your personal data in accordance with the Terms and Conditions for ANZ Bank Account.
16. The Bank's decision on all matters relating to or in connection with the remittance instructions shall be final, conclusive and binding on all parties concerned.
17. The Bank reserves the right at its reasonable discretion to vary, delete or add to any of these terms and conditions from time to time and such changes shall be binding on you with effect from such date as the Bank may determine.
18. These terms and conditions shall be governed by the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.