

Remittance Application – Terms and Conditions for Remittances

(Supplementary to the Personal Banking General Terms and Conditions For Personal Accounts with ICBC(London) plc. or General Terms and Conditions For Business Accounts with ICBC (London) plc or Industrial and Commercial Bank of China London Branch whichever is applicable (the “General Terms and Conditions” or “GTC”))

1. These Terms and Conditions are to be read in conjunction with the GTC. Both these Terms and Conditions and the GTC are intended to be binding on any person who uses ICBC (London) plc or Industrial and Commercial Bank of China London Branch’s remittance services. Please refer to the GTC for important terms such as how we make changes to our terms and conditions, termination of accounts and/or our banking relationship, confidentiality, unauthorised transactions and liability.
2. These Terms and Conditions apply to both remittances within the EEA as well as to remittances outside the EEA.
3. In the absence of specific instructions which indicate otherwise, we will transfer the remittance in GBP.
4. The Bank shall not be liable for
 - a. any acts or omissions of the correspondent and/or beneficiary bank;
 - b. any loss or damage suffered by you as a result of any delays or cancellation of the remittance transaction;
 - c. any act or event beyond our control, including but not limited to technical failures or delays caused by the receiving bank;
 - d. the remittance or draft being misinterpreted on receipt;
 - e. any consequential loss as a result of non-payment, non-delivery, underpayment, failure or error in the transmission of the remittance payment
5. Any request for amendment or cancellation has to be made by the remitter in person or in writing with the production of proper identity documents, to the satisfaction of the Bank. Please note that it may not always be possible to amend or cancel the remittance transaction once it has been processed. Refunds will only be made by the Bank if and upon successful retrieval of the funds from the correspondent bank or receiving bank and receipt of the correspondent bank’s effective confirmation of cancellation. Any refund will be at the Bank’s prevailing buying rate for the currency of the remittance at the time of refund. Please note that there may have been currency fluctuations between the time of processing the remittance transaction and the time of processing the refund. The Bank is entitled to reimbursement from the remitter of the expenses so incurred by itself and its correspondents or agents. All swift/postage charges and commissions collected are not refundable.
6. When you complete and submit a Remittance Request Form, you irrevocably give us permission, authority and consent to execute the payment instruction described in the Remittance Request Form and charge to your account any charges or service fees applicable to the remittance service. You must ensure all information provided to us, whether in the Remittance Request Form or otherwise, is accurate and complete. We will not be liable in any way for losses caused by errors in the information, including misidentification of the Beneficiary, incorrect or inconsistent account names and numbers, or misspellings.
7. The remitter should note that charges – which vary from time to time – may be levied by the Bank’s correspondent or agents. All charges levied by the Bank, its correspondent or agents are for the account of the remitter. All charges levied by the bank of the beneficiary are for the account of the beneficiary.
8. The exchange rate applicable to the remittance transaction shall be the prevailing exchange rate at the date and time when the Bank actually processes the remittance transaction.

9. The Bank reserves the right to remit this amount to a different place from that specified by the remitter if operational circumstances so require.
10. The Bank may send any messages relating to telegraphic transfer in explicit language, code or cipher and is not liable for errors, negligence or default by any correspondent, sub-agent or other agency.
11. The Bank reserves the right at any point to request additional information and or documents regarding your identity or the identity of the Beneficiary.
12. Instructions to stop payment on a draft will be accepted by the Bank in writing with all relevant information and together with the original draft or in person at the counter with ID and the initial receipt. Where such instructions are accepted the Bank will apply a charge.
13. A charge will be applied for any draft dispatched on behalf on the remitter and the Bank will not be responsible for mail service failure.
14. These Terms and Conditions are to be governed by English law.
15. Miscellaneous:
 - a. References to 'you', 'your', 'yours' and 'remitter' are references to the person using or requesting the remittance service.
 - b. References to 'we' 'us' and 'our' are references to ICBC (London) plc or Industrial and Commercial Bank of China London Branch.

汇款条例

补充: 工银伦敦个人账户条例和条款及工银伦敦或工商银行伦敦分行公司账户条例和条款
（“一般条例和条款”或“GTC”）依适用者为准

1. 补充条例和条款应与通用条例和条款一起阅读。通用条例和条款以及补充条例和条款对使用工银伦敦或工商银行伦敦分行汇款服务的客户均具有约束力。重要条款请参考通用条例和条款，如本行如何更改通用条例和条款，销户及/或银行业务关系，机密性，未经授权的交易和责任。
2. 此条例和条款适用于欧洲经济区内汇款以及汇往欧洲经济区以外的汇款。
3. 如无明确指示，本行将以英镑支付汇款。
4. 本行对下列情况，均不负责：
 - a. 任何因代理行或收款行的过失而导致的损失或损害；
 - b. 任何电报或其他函件在传递中延迟或遗失而导致的损失；
 - c. 一切超出我行控制范围的行为或事件；
 - d. 在收到汇款时误译；
 - e. 任何由未付，未传，少付，电报传递失败或错误导致的间接损失。
5. 此汇款如需更改或取消，汇款人必须携带有效身份证件，亲自到柜台办理，或者书面提出申请。请注意，汇款交易处理完毕后可能无法修改或取消汇款交易。只有在本行收到代理行的通知证明此汇款已被退回后，退款将按照本行当日的现汇买入价折算后退还给汇款人。请注意，在处理汇款交易和处理退款时可能存在币值波动。本行有权要求汇款人承担由此产生的费用。所缴汇款电报费、邮费以及手续费恕不退还。
6. 当您填写完并提交汇款申请表时，您对本行执行汇款申请表中的付款指示以及向您账户收取任何适用于汇款服务的手续或服务费的许可与授权是不可撤销的。您必须确保向本行提供的所有信息，无论是在汇款申请表中还是其他信息都准确完整。本行不承担信息错误导致的损失，包括收款人识别错误，账户名称错误或者不一致，或者拼写错误。
7. 汇款人须注意，代理行不时地会扣收一些不固定的费用，本行有权要求汇款人偿付代理行因此汇款而产生的一切费用，收款行收取的相关费用由收款人承担。
8. 汇款交易的汇率应为本行实际处理汇款交易日期和时间的现行汇率。
9. 如有业务情况需要，本行保留将款项汇往不同收款方的权利。
10. 本行可发送任何与电汇有关的信息，包括明确的语言，代码或密码，并且不对任何通讯，代理行或其他中间行的错误，疏忽以及违约承担责任。
11. 本行保留随时要求提供关于您的身份或者收款人身份的额外信息或文件的权利。
12. 如需止付汇票，出票人必须提交书面申请，汇票原件和回单，携带有效身份证明，亲自到柜台办理，本行有权要求出票人承担变更费用。
13. 出票人需支付代理发送汇票的相关费用，本行不承担由于邮政服务原因产生的损失。
14. 本条例和条款受英国法律管辖。
15. 其他：
 - a. 以上提到“您”、“您的”、“您的”和“汇款人”，是指使用或提出汇款服务的人。
 - b. 以上提到“本行”，是指工银（伦敦）或工商银行伦敦分行。