

約期匯款委託書

Application for Post-dated Remittance

編號

Ref. No. _____

致：中國銀行 澳門分行
Attn: BANK OF CHINA MACAU BRANCH

茲委託 貴行於 _____ 年 _____ 月 _____ 日 / 自 _____ 月份起每 _____ 月之第 _____ 日按如下資料以 信 / 電匯代辦匯款 (如遇假期則順延至假期後的第一個工作日匯出)，匯款金額與有關費用請支付本人 (等) / 本公司賬戶 _____，戶名 _____。

I/We hereby request you to effect the following remittance(s) by mail/ telegraph on _____ (Y) _____ (M) _____ (D) /the _____ day of every _____ month(s) beginning _____ (Y) _____ (M) _____ (D) (should the specified date is a public holiday, the remittance will be effected on the following working day) with accordance to the following information. Please charge my/our account _____ under the name of _____ for the remittance(s) and any related charge(s).

匯款金額 (大寫) : _____
CCY & AMT In Words
收款銀行及地址 : _____
Beneficiary's Bank/Add. _____

收款帳號 : _____
Beneficiary's A/C No.
收款人 : _____
Beneficiary

附言
Message

其他
Miscellaneous : _____

本人 (等) / 本公司知悉並同意遵守下列條款：
I/We have read and agreed the following terms and conditions:

1. 詳列於背面之匯款條款。
The terms and conditions listed on the back.
2. 如屆期上述提款賬戶可用餘額不足致未能支付款項按時辦理匯款，貴行有權決定在任何時間不經通知而終止此項委託，本人 (等) / 本公司願承擔一切責任及後果，概與 貴行無涉。
If the available balance of the account specified above is insufficient for the remittance transaction upon the effective date specified above, you have the right to terminate this application at any time without prior notice. I/We will be responsible for all resulting consequences and will not charge you back in any circumstances.
3. 本委託的任何變更、失效、終止，本人 (等) / 本公司必須書面通知 貴行，貴行在收到書面通知前，本委託繼續有效。
I/We will notify you of any modification, revocation or termination of this application in written notice. This application will remain valid before such written notice is received by you.
4. 本人 (等) / 本公司授權 貴行可根據扣帳付匯當天 貴行所指定的匯率將扣帳款項兌換成指定匯款貨幣。
I/We authorize you to withdraw and convert the remittance(s) from the account specified above to the specified currency on the day of the transaction at a rate determined by the Bank.



委託人 (匯款人) 簽署
Applicant's (Remitter's) Signature

請按銀行留存印鑑簽署 Please use the signature(s) filled with the Bank

聯絡電話
Phone Number

日期
Date

匯款條款

1. 銀行有絕對的權力委任一間或多於一間的代理行就匯款或與匯款有關的其他事項通知收款人。銀行將不會由於該等代理行的錯漏、疏忽、不為、延遲、清盤或結業而負上任何責任。而銀行或任何代理行不會因為延遲或不能向收款人支付匯款、延遲就匯款通知收款人、或向收款人或任何銀行的代理行發出的任何文件、信件、電報的延遲而負上任何責任。銀行或任何銀行的代理行就匯款所採取的任何行動、如在善意及遵照適用的海外或本地法律、習慣或條例而執行的話，將對匯款人具約束力。而銀行或任何銀行的代理行將不會因此而負上任何責任。
2. 銀行毋須通知匯款人有關收款國當地法律或規例所實施之外匯管制或其他類似限制，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管制或限制。
3. 海外銀行費用，如非指定由匯款人承擔，概由收款人支付並從匯款金額中扣除。此外，本行有權要求匯款人負擔所有因此匯款而引致之一切費用。
4. 有關匯款之一切通訊，銀行可用文字或密碼發出，而銀行將不會由於銀行之任何代理行錯誤翻譯或理解該等通訊而負上任何責任。
5. 在銀行認為需要的情況下，銀行有權在背頁之申請書所指定地點以外不同地點支付匯款。
6. 在收款人的銀行或收款人實際收到匯款前，該等匯款可能要經過結算系統及 / 或收款當地的其他手續。
7. 如匯款人所需繳付的款項，以臨時兌換率計算的話，當銀行確知實際兌換率時，銀行有權在不需給予匯款人事先通知的情況下，從匯款人在銀行開立之賬戶中扣除差額（如匯款人已繳付的款項少於按實際兌換價計算所應付的款項）或（按情況需要而定）將差額存入匯款人在銀行開立之賬戶（如匯款人已繳付的款項多於按實際兌換價計算所應付的款項）。
8. 如匯款需在某個指定日期支付，匯款人需在背頁申請書指明該日期為匯款的起息日，惟銀行有絕對的權力決定是否接受具有任何指定匯款起息日的申請。如銀行接受該申請的話，銀行將不會由於任何不能控制的事件或原因，使收款人或收款人的銀行未能在指定之日收取匯款，所可能引致匯款人及 / 或收款人及 / 或任何其他人的損失而負上任何責任。如起息日與匯款申請書批准或被認為批准為同一日，由於匯款可能受收款地區的截數時間所限制，故銀行並不保證收款人的銀行或收款人可以在匯款申請批准之同一日收到匯款。
9. 如銀行在其指定的截數時間後收到任何匯款的申請，銀行將視該等申請於後一個營業日接受。
10. 除非匯款人另有相反指示，匯款將以付款國之貨幣支付。
11. 當銀行接受了匯款的申請後除非得到銀行書面的同意，否則不可取消。在決定是否接受匯款人取消匯款申請的要求時，銀行可以考慮其是否已經接獲代理行已扣留及取消有關匯款的通知。假若銀行同意取消匯款，匯款將受下列的條款及銀行附加的其他條款所約束：—
 - (a). 匯款人需承擔銀行及 / 或其代理行同意及 / 或考慮同意取消匯款而引致的任何費用及開支，而該等費用及開支應從退回匯款人的款項中扣除。
 - (b). 退款的金額應按銀行在處理退款當時的買入價計算。
12. 本條款以中、英文書寫。如有任何歧異，以中文版為準。

CONDITIONS

1. The Bank shall have the absolute and unfettered discretion to appoint one or more correspondents in advising the remittance to the Beneficiary and in relation to any other matter arising out of the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such correspondents, and neither the Bank nor the Bank's correspondents shall be responsible for any delay in payment or non-payment of the remittance to the Beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank's correspondents. Any action, process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if in good faith and in conformity with applicable foreign or domestic laws, customs or regulations, shall be binding on the Remitter and shall not place the Bank or any of the Bank's correspondents under any liability to the Remitter.
2. The Bank is not responsible to advise the Remitter of any exchange control or other similar restriction which may be imposed by the laws or regulations of the country where payment of the remittance is to be effected and shall not be liable for any loss delay resulting from such control and restriction. Remitter is advised to make his own enquires as to any such control or restriction.
3. Overseas correspondents charges, if not specified to be borne by the Remitter, are to be borne by the Beneficiary and deducted from the proceeds of the remittance. In addition, the Bank is entitled to reimbursement from the Remitter for the expenses of the Bank, its correspondents and agents.
4. The Bank may send message(s) relating to the remittance either in words or in cipher and shall not be liable for any misinterpretation of the messages, or any part thereof, by any of the Bank's correspondents.
5. The Bank may make payment of the remittance at a place different from that specified by the Remitter in the application form overleaf if the circumstances, in the Bank's sole and absolute opinion, so require.
6. Payment of the remittance may need to go through the clearing system and/or certain local procedures of the country where the payment is to be made before the Beneficiary's banker or the Beneficiary has actually received the payment of the remittance.
7. Where the application for remittance is accepted by the Bank on the basis of a provisional exchange rate, then once the Bank is able to ascertain the actual applicable exchange rate, the Bank shall be entitled to debit the difference (in case the amount payable by the Remitter on the basis of the actual exchange rate exceeds the amount paid by the Remitter), or (as the case may be) credit the difference (in case the amount payable by the Remitter on the basis of the actual exchange rate is less than amount paid by the Remitter) to the Remitter's account with the Bank without prior notice to the Remitter.
8. If payment of the remittance is to be completed on a particular date, the Remitter shall state such date as the value date on the 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 the Beneficiary and/or any other party if the payment is not received by the Beneficiary or the Beneficiary's banker on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank's correspondents. 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 banker or the Beneficiary will receive the remittance on the same day of the date of 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.
9. If the application is accepted by the Bank at a time after the deadline stipulated by the Bank for the processing of outward remittances, the application shall be deemed to be accepted by the Bank on the next following business day of the Bank.
10. In the absence of any instructions of the Remitter to the contrary, payment of the remittance will be effected in the currency of the country in which the payment is actually made.
11. The application for the 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 the 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. In case the Bank agrees to cancel the remittance, such agreement will always be subject to the following conditions and any other additional conditions as the Bank may impose:
 - (a) The Remitter shall be liable for any costs and expenses incurred by the Bank and/or its correspondents in giving and/or considering to give effect of the cancellation and such costs and expenses, as conclusively determined by the Bank, shall be deducted from the amount to be refunded to the Remitter;
 - (b) The amount of refund shall be calculated at the Bank's current buying rate for the currency of the relevant remittance at the time of refund.
12. The conditions herein contained are written in English and Chinese. In the case of conflict, the Chinese version shall prevail.