

Terms and Conditions Governing the Application for Telegraphic Transfer

The application for telegraphic transfer (the “**Application**”) is made subject to the following terms and conditions:

1. United Overseas Bank Limited (the “**Bank**”) may use without liability for their acts or defaults, any correspondent or agent to effect a telegraphic transfer payment (the “**Transaction**”). All references to “correspondent or agent” in these terms and conditions shall include any of the Bank’s branches.
2. Unless otherwise agreed by the Bank, all payment instruction is not revocable. Unless payment in a different currency is allowed by the country where the Transaction is payable to, payment is to be made in the currency of the country where the Transaction is made payable at the buying rate of exchange of the Bank’s correspondent or agent.
3. The Transaction and the processing of the payment instructions are subject to the rules, regulations and market practices of the country where payment is to be made to. The Applicant undertakes to provide all requisite information and documents promptly. The Bank and/or its correspondents or agents shall not be liable for any loss or delay caused by any such rules, regulations, market practices or the Applicant’s failure or delay in providing the requisite information and documents.
4. The Applicant shall ensure the accuracy and completeness of the information provided in the Application including the beneficiary’s name and beneficiary’s account numbers. The Bank will not validate the accuracy of the beneficiary’s account number and beneficiary’s name as this information is not available to the Bank. If the Applicant uses the Bank’s online application form, the Applicant shall ensure that all requisite information are keyed into the online application form. Typewritten or handwritten information will not be captured by the Bank’s system. This could lead to delays in processing the application.
5. The Bank, the beneficiary’s bank and/or correspondent or agent will process the payment instruction based solely on beneficiary’s account number and, where applicable, the beneficiary’s name provided in the Application. Notwithstanding anything to the contrary, the beneficiary’s name provided in the Application is for reference only. The Bank shall not be liable for the funds transferred to a wrong account number and/or beneficiary.
6. The Bank may refuse to process the payment instruction if the funds in the Applicant’s account are insufficient and charges may apply and will be debited from the Applicant’s account.
7. Correspondent or agent charges for Telegraphic Transfer will be for the beneficiary’s account unless otherwise specified.
8. Neither the Bank nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to:
 - i. erroneous or incomplete information having been given to the Bank;
 - ii. unavailability of good funds or insufficient funds;
 - iii. delays or faults of any kind in the Transaction, or in any message or instruction by mail, facsimile, telegraph or cable;
 - iv. delay or error in or failure in locating or identifying the beneficiary;
 - v. refusal or inability of the Bank’s correspondent or agent to effect payment by reason of any law, regulations, guidelines, court orders, directives, act or decree of any government or regulatory authorities; or
 - vi. any other cause or reason whatsoever beyond the Bank’s and its correspondent’ or agents’ control.
9. The Applicant consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the Applicant’s particulars, the Application, the subject matter thereof and the Applicant’s accounts and affairs (including but not limited to the Applicant’s name, account number/unique reference number, address, unique identification number and/or date and place of birth) to such person(s) as the Bank shall deem appropriate for the purpose of processing the transaction and any investigation relating to the Application made herein, any transaction connected therewith and/or towards compliance with law, regulations, guidelines, directives and/or such other requirements of any governmental or regulatory authorities.
10. The Bank reserves the right to reject the Application without having to furnish any reason for doing so.
11. Any fee and charges will be debited from the Applicant’s account (please refer to the Bank’s website at uob.com.sg for the applicable fees and charges). The Bank reserves the right to revise any fees and charges from time to time without prior notice.
12. In relation to the Transaction, there may occur an event relating to specific laws, sanctions, orders, directives and regulations imposed and enforced against certain jurisdictions, individuals or entities by the United Nations, the United States of America, the European Union or other governmental authorities, whereby the Bank and/or any other parties may be unable to proceed with the Transaction which may involve a breach of these laws, sanctions, orders, directives and regulations. In this regard, the Applicant agrees that the Bank is not liable or responsible for any liability, loss, damages, costs, charges and/or expenses arising out of or in relation to the occurrence of such an event and not proceeding with the Transaction.
13. In the event that the Application is cancelled or the funds transferred is not accepted, rejected or returned pursuant to clause 12 above, refunds of the Transaction to the Applicant will be made only after the Bank receives confirmation from the beneficiary’s bank or its correspondent or agent that the funds transferred are at the Bank’s free disposal. Refunds are made subject to payment of the Bank’s charges and expenses (if any) and at the Bank’s prevailing buying rate for that currency. Refunds will be made in Singapore Dollars (“**SGD**”) or in the currency which the Transaction was effected. If there is no market in Singapore for such currency, the Bank is entitled to refund the Applicant in SGD. The Applicant shall be liable for all losses, costs, expenses resulting hereunder.
14. These Terms and Conditions are subject to the laws of Singapore and the Applicant submits to the non-exclusive jurisdiction of the Courts of Singapore.
15. The Bank reserves the right to add, alter, vary and modify any or all of these terms and conditions at any time at its discretion without any notice.