

Terms & Conditions

1. We acknowledge and agree that this Telegraphic Transfer Application Form is subject to the terms under the General Banking Terms and Conditions and the Australia Jurisdiction Schedule, copies of which are available at <http://www.dbs.com/au> (General Terms). Should there be any inconsistencies between the General Terms and the terms in this Telegraphic Transfer Application Form, this Telegraphic Transfer Application Form shall prevail.
 2. For more information on currencies subject to exchange controls, please refer to Clause 2.16 of Part C of the General Terms.
 3. We acknowledge and agree to the Bank's handling of data and personal information as set out in the DBS Australia Privacy Policy (available at www.dbs.com/privacy/australia.page), Clause 12 (Disclosure of confidential information and personal data) of Part A of the General Terms and Clause 2 of the Australia Jurisdiction Schedule.
 4. The Bank may take its customary steps for the remittance according to this contract. In so doing, the Bank shall be free on behalf of the Applicant to remit or procure the remitting of funds by mail, telex, cable, SWIFT or any other means as it deems fit and to make use of any correspondent, sub-agent or other agency but in no case will the Bank or any of its correspondents or agents be liable for mutilation, interruptions, omissions, errors or delay occurring in the electronic transmission, wire, cable, or mails, or on the part of any postal authority, telegraph, cable or wireless company, or any employee of such authority or through any other cause. The Bank through its correspondents or agents or otherwise may send any messages relative to this transfer in explicit language, code, or cipher.
 5. In respect of certain transactions, the Bank may require that the Applicant shall provide sufficient supporting documents to the satisfaction of the Bank, its correspondents and/or agents. The Bank shall decide in its sole and absolute discretion whether the supporting documents provided by the Applicant are sufficient. Without prejudice to the generality of the foregoing, Applicants should note that for IDR remittances, the Applicant must provide sufficient supporting documents if the total combined amount to be purchased and transferred to the same beneficiary in any given day is greater than AUD50,000 (or the equivalent amount in IDR).
 6. All Malaysian Ringgit (MYR) foreign exchange rates applied to MYR Outward Telegraphic Transfers are provided by a licensed Malaysian correspondent bank. The Bank does not undertake any currency conversions to MYR.
 7. Any domestic and cross-border wire and fund transfer via the Bank must contain the following details of the person/entity requesting the transfer: name, account number (or an assigned unique reference number where there is no account number), and one of the following:
 - Full business or residential address (not being a post office box); or
 - Date and place of birth (including the country and town, city or locality of birth); or
 - Unique identification number given by either the Australian government, an authority of the Australian government or foreign government; or
 - Identification number given by the Bank.
- If the above details are not available, delays may occur in the processing of the transfer whilst the information is being obtained.
- 8.
 9. The Bank reserves its right to refuse to accept any application without assigning any reason.
 10. The Bank shall not be liable for any losses or damages to the Applicant or any other person howsoever incurred save where such loss or damage is directly caused by the gross negligence or wilful misconduct of itself or its employees.
 11. Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the buying rate of the Bank's correspondents or agents unless the payee by arrangement with the paying correspondent or agent obtains payment in some currency upon paying all charges of the Bank's correspondent or agent in connection therewith.
 12. Where the parties bearing the charges imposed by the Bank and/or Agent Bank(s) are not expressly indicated, the Bank charges will be borne by the Applicant and Agent Bank charges will be borne by the beneficiary.
 13. Unless it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into foreign values the funds received from the Applicant at the Bank's selling rate on the day such funds are received. The Bank's statement in writing that it has effected such conversion shall be conclusive.
 14. In the event a refund from the Bank of the amount of the transferred funds is desired, such refund shall be made, at the Bank's discretion, to or from the Applicant, at the prevailing buying rate for the currency in question less all costs, charges, expenses and interest (where applicable), provided that (i) none of the events specified in Clause 14 below have occurred in respect of the currency in question, and (ii) the Bank is in possession of the funds for which the payment instruction was issued, free from any exchange or other restrictions.
 15. The Bank shall have no responsibility for or liability to the Applicant or any other person whatsoever for any diminution in the value of funds due to taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfer, distraints of any character, exercise of governmental or military powers, wars, strikes or other causes beyond the Bank's control. In addition, (i) if the currency's country of origin restricts availability, credit or transfers of such funds, the Bank will have no obligation whatsoever to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency and (ii) in the event of any matter related to EMU (European Economic and Monetary Union) (including but not limited to the disbanding of EMU, the withdrawal of one or more participating states from EMU or any change in the composition of participating states) which restricts availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of Euro funds, the Bank will have no obligation to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency.
 16. The Applicant consents to the Bank, its official, employees, correspondents and agents disclosing any information relating to the Applicant's particulars, this application, the subject matter thereof and any transaction connected therewith and the Applicant's accounts and affairs as the Bank shall deem appropriate.
 17. The Applicant agrees and undertakes not to hold the Bank liable for any act or thing which it may do in reliance on this authorisation, and further agrees and undertakes to indemnify the Bank against, and holds the Bank harmless from, any losses, damages, costs, claims, expenses and liabilities (including legal costs as between solicitor and client on a full indemnity basis), whether or not reasonably foreseeable, sustainable or incurred by the Bank as a result of or in connection with the Bank acting on the instructions herein, effecting the transfer of funds (except where due solely to the gross negligence or wilful misconduct of the Bank), any breach of these terms and conditions, or otherwise in connection with the enforcement by the Bank of any of its rights hereunder. The Applicant agrees that this indemnification obligation hereunder is an unconditional and independent obligation and shall not be affected, prejudiced or limited by the effectiveness or enforceability of any agreement.
 18. A debit entry for the amount transacted and charges (if any) shall be reflected in the Applicant's account statements. No transaction advice will be sent to the Applicant with regards this application.
 19. The Bank reserves the right to revise all charges from time to time without prior notice.
 20. 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.
 21. The terms and conditions of this Telegraphic Transfer Application Form are subject to the laws of New South Wales and the Applicant submits to the non-exclusive jurisdiction of the Courts of New South Wales.
22. This Telegraphic Transfer Application Form may be executed in counterparts, each of which will be an original and which together constitute the same document.
23. If the Applicant has accepted the terms of this Telegraphic Transfer Application Form, including the documents referenced in this this Telegraphic Transfer Application Form (including the General Banking Terms and Conditions and the Australia Jurisdiction Schedule), through electronically signing this this Telegraphic Transfer Application Form or other applicable document, the Applicant shall immediately upon the Bank's request, deliver to the Bank a confirmation of the Applicant's acceptance of such terms. Such confirmation shall be in form and substance satisfactory to the Bank. The Applicant irrevocably authorises the Bank to carry out the Applicant's obligations under this paragraph in the Applicant's name and on the Applicant's behalf.