



## Terms and conditions governing Demand Drafts & Cashier's Orders

### 1. Generic terms & conditions

- a) Telex/SWIFT messages are sent entirely at the customer's risk. The customer agrees to hold harmless and indemnify Standard Chartered Bank UAE, ("The Bank") against any loss, cost, damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon the said instructions.

The Bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act of default or negligence of the beneficiary's bank in collecting the remittance. In no event shall the Bank nor its branches, correspondents or agents under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages) Encashment of the demand draft is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.

- b) This instruction is subject to any arrangement now subsisting or which may hereafter subsist between the customer and the Bank in relation to the customer's account or any banking accommodation afforded to the customer.

### 2. Charges & commissions

- a) The Bank will debit the charges & commissions to the customer's account for processing of the demand draft issuance as per the published rates & tariffs guide. The charges may be revised from time to time at the discretion of the Bank.
- b) The Bank may at its discretion, levy a charge for each payment not effected due to insufficient funds in the account.

### 3. Foreign currency transfers & rates

For transactions that require a cross currency conversion, the Bank will convert to the currency of the payment at the rate of exchange prevailing for purchasing & selling the relevant currency at the time of processing of the transaction.

### 4. Privacy

The Bank collects personal information in order to carry out your instructions and to comply with all applicable laws in the UAE. The Bank may disclose that information to the beneficiary's bank, or any relevant government or regulatory authority.

### 5. Jurisdiction

- a) The laws of the UAE shall govern this agreement, and the courts of Dubai shall have non-exclusive jurisdiction to hear any claims arising.
- b) Except where unlawful according to the laws of the country of payment, the demand draft shall be governed by the laws of the country of issue.

### 6. Anti Money Laundering/Unlawful Transactions

The Bank may decline to issue a draft it believes might involve a breach by any person of a law or regulation of any country. A payment may be delayed or declined because a person involved in the payment or an authority requires information or clarification as to compliance with the law or regulations, or declines to process it. The Bank will share information as to your draft as necessary.

### 7. Working days

The Bank will use reasonable endeavours to process applications received by the Bank before the specified cut-off time notified by the receiving branches or centres from time to time. Applications received after such cut-off time will be processed on the next working day. For this purpose all bank holidays and Fridays are non-working days. In the case of a payment date falling on a bank holiday or Friday, the Bank will effect the payment on the next working day.

### 8. Enquiries, stop payment and cancellation

In some limited circumstances the Bank shall attempt to stop or cancel a draft instruction on a best efforts basis.

### 9. Lost or stolen Demand drafts / Cashier's orders

If a demand draft/ cashier order is lost or stolen the customer agrees to provide the Bank with an indemnity acceptable to the Bank. In case where drafts / orders are directly dispatched to the beneficiary, neither the Bank nor the branches or correspondents are responsible for any delay, mistake or omission caused by the telegraphic or postal authorities and in the event the draft / order is lost or stolen the Bank is not liable for refund.

### 10. Payment priority

On the date of payment, the Bank reserves the right to determine the priority of this payment order against cheques and other payment instructions presented or any other existing arrangements made with the Bank and not make payment under this payment order, if, having determined in its absolute discretion the priority of competing payments, this would result in the account becoming overdrawn or, if an overdraft facility has been made available, exceeding the overdraft limit.

### 11. Agreement and authorisation

By signing this draft application you acknowledge and agree that: (a) You have read and understood these terms and conditions and agree to be bound by them; (b) You warrant and confirm that all particulars you have provided to SCB in connection with this application are true and correct; (c) You authorise SCB to debit your account nominated in the 'Payment From' or 'Charges From' sections in this document, with the total payment, commission (if any), other fees, costs and duties specified in these conditions; and, (d) You may be required to answer additional written questions under some circumstances before the remittance request will be processed by the Bank.