



Terms and Conditions for Renminbi Account of Hang Seng Bank Limited (the "Bank")
恒生銀行有限公司(「銀行」)之人民幣戶口章則

1. To enjoy the Renminbi Services provided by the Bank from time to time, any Customer may open or activate Renminbi Savings Account(s) and/or Renminbi Current Account(s) with the Bank.
為享有「銀行」不時提供之「人民幣服務」,「客戶」可開立或啟動「人民幣儲蓄戶口」及/或「人民幣往來戶口」。

Renminbi Savings Account and Renminbi Current Account 「人民幣儲蓄戶口」及「人民幣往來戶口」

2. Overdraft facility may be offered in respect of any Renminbi Account.
「人民幣戶口」可提供透支服務。
3. Overdraft may be allowed in respect of any Renminbi Account.
「人民幣戶口」可容許透支。
4. Interest is payable on the credit balance in the Renminbi Savings Account at such rate as determined by the Bank from time to time. No interest is payable on the credit balance in the Renminbi Current Account.
「人民幣儲蓄戶口」應付利息乃根據「銀行」不時釐定之利率按貸方結餘計算。「人民幣往來戶口」貸方結餘概不附利息。
5. Any Renminbi Account which remains inactive for a continuous period of two years and the credit balance in such Renminbi Account is below such amount as may be specified by the Bank from time to time, shall be subject to a service charge as determined by the Bank at its absolute discretion. The Bank will provide a separate monthly statement in respect of the transactions made through the Renminbi Savings Account and the Renminbi Current Account to the Customer.
如任何「人民幣戶口」無活動超過連續兩年及戶口結餘低過「銀行」可能不時列明的款額,「銀行」將收取費用,具體由「銀行」絕對酌情決定。「銀行」將就透過「人民幣儲蓄戶口」及「人民幣往來戶口」進行之交易,向「客戶」發放月結單。
6. The Bank shall be entitled to return any cheque at its absolute discretion if (a) the monies standing to the credit of the Renminbi Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque.
「銀行」有權根據以下情況運用其絕對酌情權退回任何支票:(a)「人民幣往來戶口」中貸方款額不足以償付支票要求之付款;或(b)該(等)支票上有任何技術性錯誤。
7. The Bank is authorised to deduct any fees and charges payable to the Bank from any account maintained by the Customer with the Bank.
「銀行」獲授權從「客戶」於「銀行」持有之任何戶口扣除應付予「銀行」之任何費用及收費。
8. The Customer may deposit (i) Renminbi banknotes, or (ii) if permitted by the Applicable Regulations and subject to the availability of such conversion services by the Bank, Renminbi that is converted from HKD equivalent or other currency at the Bank's prevailing exchange rate, into any Renminbi Account. Cheques are accepted for deposit into any Renminbi Account in relation to trade settlement or such other purposes as may be allowed by the relevant authorities from time to time. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the Renminbi Current Account with items which are subsequently returned unpaid.
「客戶」可將(i)「人民幣」現鈔或(ii)用等值「港元」或外幣現鈔,在「適用規定」許可及「銀行」可提供之兌換服務的前提下,按「銀行」當時之匯率兌換之「人民幣」存入「人民幣戶口」。任何「人民幣戶口」接受任何「人民幣」支票存款用於進行貿易結算或由有關權力機構允許的其他用途。凡存入支票及其他票據,雖已入賬,仍須經收妥後方能作實。如遇退票,「銀行」保留在「人民幣往來戶口」內照數扣除有關款額的權利。
9. No Renminbi coins are accepted for deposit into any Renminbi Account.
「人民幣戶口」不接受「人民幣」硬幣存入。
10. No cash cheques may be drawn on the Renminbi Current Account. All cheques issued under the Renminbi Current Account must be drawn in Renminbi, crossed and marked account-payee only and are non-endorsable and non-transferable.
「人民幣往來戶口」不可開具現金支票。就「人民幣往來戶口」開具之支票必須簽寫「人民幣」、劃線並註明存入收款人賬戶且不得背書及不得轉讓。
11. The Customer is not permitted to withdraw Renminbi banknotes from the Renminbi Current Account by presenting cheques within Hong Kong.
「客戶」不能於「香港」內提示支票,以從「人民幣往來戶口」提取「人民幣」現鈔。
12. A cheque should be presented for payment within six months after its date of issue, otherwise, the Bank will dishonour the cheque with the answer "Out of date".
要求付款之支票須於開具之日起計六個月內提示,否則,「銀行」將作「逾期」處理並予以拒付。
13. Withdrawals from the Renminbi Savings Account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe.
從「人民幣儲蓄戶口」提款不得使用支票或其他金融票據,只可用「銀行」規定之指示形式。
14. No withdrawal of Renminbi banknotes can be made from any Renminbi Account at any of the Bank's branches in Mainland China, if any.
「客戶」均不能從「銀行」設於「中國內地」之任何分行(如有)之「人民幣戶口」提取「人民幣」現鈔。
15. Withdrawals of Renminbi banknotes from any Renminbi Account are subject to availability of the currency in question. In addition, withdrawals of Renminbi in large amounts are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary.
從「人民幣戶口」提取「人民幣」現鈔須視乎所指貨幣之存量。此外,提取大額「人民幣」須提前三個「營業日」通知「銀行」。「銀行」保留按需要以其他貨幣支付之權利。

16. Withdrawals at the counter may be made by the Customer on demand in the hours during which the savings department is open for business on production of appropriate authority. Any payment made by the Bank to a person producing appropriate authority and/or withdrawal form purporting to be signed as authorised by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or any other party.
「客戶」可於儲蓄部營業時間內，隨時憑適當的授權在櫃面要求提款。凡經本行憑適當的授權及/或由「客戶」簽署的提款單支付給來人的款項，即視同已直接付予「客戶」。本行不再對「客戶」或其他有關者負任何責任。
17. The Bank will charge commission for RMB banknotes deposited to/withdrawn from any Renminbi Account if the amounts deposited/withdrawn exceed the daily limit set by the Bank from time to time. Additionally, the Bank reserves the right to levy a charge for deposit to/withdrawal from any Renminbi Account of RMB banknotes (regardless of amount).
凡在任何「人民幣戶口」提存的「人民幣」現鈔金額超過本行不時釐定的每日限額，本行得酌收手續費。此外，對於在任何「人民幣戶口」進行的「人民幣」現鈔(不論多少)提存，本行保留酌收費用的權利。

Other General Information 其他一般資料

18. The terms and conditions, specifications (including fees and charges) and information applicable to any Renminbi Account and Renminbi Services are to be determined and may be amended by the Bank from time to time according to the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations. Such terms and conditions, specifications and information and their revision or addition shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customers.
「銀行」可根據與清算行或境內代理銀行之協議及「適用規定」不時訂定或修改適用於「人民幣戶口」及「人民幣服務」之條款及條件、細節(包括費用及收費)及資料。該等條款及條件、細節與資料以及相關修訂或增補內容經「銀行」發出通知後生效，並對「客戶」具有約束力；有關通知可通過展示、廣告或「銀行」認為適合之其他途徑發出。
19. The Bank reserves the right to introduce additional terms and conditions applicable to the Renminbi Accounts and/or Renminbi Services, terminate the provision of any Renminbi Services, cancel any Renminbi Account and/or transfer or convert any amount in any Renminbi Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations without prior notice except as may be otherwise required in the Applicable Regulations.
「銀行」保留權利隨時增補應用於「人民幣戶口」及/或「人民幣服務」之額外條款及條件、終止提供「人民幣服務」，取消「人民幣戶口」及從「人民幣戶口」轉賬或兌換款項至另一戶口，以便符合「銀行」與清算行或境內代理銀行之協議及「適用規定」，並毋須事先通知(「適用規定」另有要求除外)。
20. The Bank has the right to report all or any transactions and information relating to the Customers, any Renminbi Account and Renminbi Services to the relevant authorities as required by the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.
「銀行」會就「銀行」與清算行或「境內代理銀行」之協議及「適用規定」之要求向有關機構匯報所有或任何有關「客戶」、任何「人民幣戶口」及「人民幣服務」之交易及資料，並毋須事先通知(「適用規定」另有要求除外)或給予任何理由。
21. The Bank shall have the right to refuse or at any time terminate the provision of any Renminbi Services to the Customers (including without limitation, to decline the withdrawal or deposit in cash of any amount from or to any Renminbi Account) without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.
「銀行」有權拒絕或隨時終止向「客戶」提供任何「人民幣服務」(包括但不限於拒絕在「人民幣戶口」提存任何現金)，並毋須事先通知(「適用規定」另有要求除外)或給予任何理由。
22. a. In connection with any banking transactions denominated in Renminbi cleared or settled through the Renminbi clearing and settlement system established in Hong Kong, the Customer:
有關經由「香港」人民幣結算系統交收或結算的「人民幣」銀行交易賬項，「客戶」均須：
(i). acknowledges that the operation of the Renminbi clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time); and
確認人民幣結算系統會依據人民幣交換所規則(包括但不限於其中提及的操作程序)(包括其不時的修訂)運作；及
(ii). agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit or special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
同意香港金融管理局毋須對「客戶」或任何人士由於下列原因直接或間接引致的任何索償、損失、損害或開支(包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失)(即使香港金融管理局已知或理應知道其可能存在)負上任何義務或承擔任何法律責任：
(i). anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the Renminbi clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any such Member) of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them;
香港金融管理局(在出於真誠的情況下)或人民幣結算系統的結算機構、香港銀行同業結算有限公司、任何成員(定義見人民幣交換所規則)或其他任何人士在管理、運作或使用(包括但不限於已被終止及/或暫停結算機構、交換設施(定義見人民幣交換所規則)或任何該等成員)交換所(定義見人民幣交換所規則)或交換設施(定義見人民幣交換所規則)或其中任何部份時所作出或沒有作出的任何事情；
(ii). without prejudice to (i) above, the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules (including without the limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
在不違反上述(i)點的情況下，任何有關或根據人民幣交換所規則(包括但不限於其中提及的操作程序)(包括其不時的修訂)所發出的同意、通告、通知書或批准。
- b. The Customer agrees that:
「客戶」同意：
(i). cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the Renminbi Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and

由「客戶」所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所（定義見人民幣交換所規則）操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司（視屬何情況而定）可銷毀該等支票；及

- (II). the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).
「銀行」獲授權按照(I)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。

23. The Customer may request the Renminbi Services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Customer shall give instructions or the Bank shall provide the Renminbi Services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi Services.

「客戶」可根據「銀行」不時具體規定之程序（包括但不限於「客戶」給與指示或「銀行」提供「人民幣服務」之途徑或媒介）要求提供「人民幣服務」。「銀行」可不時具體規定並更改任何「人民幣服務」之範圍及幅度。

24. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.

「銀行」保留不時修訂任何費用及收費之權利。索取詳情請聯絡「銀行」任何分行。

25. This document shall be governed by the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts. Without limiting the foregoing, all Renminbi Accounts, the interest thereon, deposit charges and other matters relating thereto, shall be governed by the applicable laws of Hong Kong, and by the Bank's by-laws, regulations and practices as the foregoing are now in effect or as hereafter amended, enacted or adopted.

本文件須受「香港」管轄。「銀行」及「客戶」各自接受「香港」法院非專有司法管轄權管轄；在不限制上文的前提下，所有「人民幣戶口」及其利息，存款費用及其他有關事項，皆受現行或日後修訂、制定或採納「香港」有關法律及「銀行」的章則及實務的約束。

26. In this document, unless the context otherwise requires, the terms and expressions appearing herein shall have the following meanings:

在本文件中，除文義另有所指外，本文件所用詞彙具有以下涵義：

a. "Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the Mainland China) applicable from time to time;

「適用規定」指不時適用之任何法律、規定、法令，或任何在世界各地（包括但不限於「香港」及「中國內地」）監管機關、政府機構、清算或結算行或交易機構或專業機構發佈之任何（不論是否具有法律效力）規則、指示、指引、守則、通知、限制或類似規定；

b. "Bank" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the Renminbi Services on its behalf;

「銀行」指恒生銀行有限公司（地址為香港德輔道中83號），以及其繼任人及受讓人，以及（如文義准許）包括「銀行」委任作為其代名人或代理之任何人士，以代表「銀行」提供「人民幣服務」之任何人士；

c. "Business Day" means a day on which the Bank is open to the general public for business in Hong Kong (excluding Saturday and Sunday);

「營業日」指「銀行」於「香港」向公眾開放營業之日（不包括星期六及星期日）；

d. "Customer" means the corporation in whose name the Renminbi Savings Account and/or the Renminbi Current Account is opened and includes its lawful successor;

「客戶」指開立「人民幣儲蓄戶口」或「人民幣往來戶口」之機構，包括其合法承繼人；

e. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

「香港」指中華人民共和國香港特別行政區；

f. "Hong Kong dollar" or "HKD" means the lawful currency of Hong Kong for the time being;

「港元」/「HKD」指「香港」現行的法定貨幣；

g. "Mainland China" means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);

「中國內地」指中華人民共和國（不包括「香港」、澳門特別行政區及台灣）；

h. "Renminbi" or "CNY" or "RMB" means the lawful currency of the Mainland China for the time being;

「人民幣」/「RMB」/「CNY」指「中國內地」現行的法定貨幣；

i. "Renminbi Current Account" means the Renminbi current account opened and maintained by the Customer with the Bank;

「人民幣往來戶口」指「客戶」於「銀行」開立之「人民幣往來戶口」；

j. "Renminbi Savings Account" means the Renminbi savings or deposit account opened and maintained by the Customer with the Bank;

「人民幣儲蓄戶口」指「客戶」於「銀行」開立之「人民幣」儲蓄或存款戶口；

k. "Renminbi Services" means any banking services or other services provided by the Bank to the Customer as permitted by the Applicable Regulations in relation to Renminbi from time to time;

「人民幣服務」指「銀行」不時依據「適用規定」所容許並向「客戶」提供有關「人民幣」的銀行服務或其他服務；

l. "Renminbi Accounts" mean the Renminbi Current Account and the Renminbi Savings Account, and "Renminbi Account" means either of them; and

「人民幣戶口」指「人民幣往來戶口」及「人民幣儲蓄戶口」，「人民幣戶口」指其任何一個；及

Note 附註:

All the information set out in this document is provided to the best of the Bank's knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the Renminbi Accounts or the Renminbi Services. Please refer to any updates that may be published or issued by the Bank from time to time including notices that are placed at the Bank's branches. Please also visit any of the Bank's branches or contact the staff of the Bank for the most updated information on the above.

本文件載列所有資料乃根據「銀行」對管轄或適用於「人民幣戶口」或「人民幣服務」之有關法律、規則、規定、指示以及規定指引所知及理解而提供。請參考「銀行」不時公佈或發出之任何更新資料，包括置於「銀行」分行之通知。索取上述內容有關最新資料亦可親臨「銀行」任何分行或與「銀行」職員聯絡。

Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

本文件之中、英文文本文義如有歧異，以英文文本為準。