

Request for a documentary letter of credit

1. Your details

*Denotes a mandatory field

Applicant name* (in full)	
Address*	
Name of contact person* (for queries)	
Telephone*	Your reference (if any)
Email	

2. Beneficiary details

Beneficiary name* (in full)	
Address*	
Name of contact person (in case of queries)	
Telephone	
Email	

3. Involvement of a bank local to the beneficiary

3.1 Has the beneficiary given you details of the bank it wants involved?*	No/Happy for it to be a local HSBC office (if there is one) or for HSBC to choose (please go to section 3.2)	<input type="checkbox"/>	Yes (please provide details of that bank in the boxes below)	<input type="checkbox"/>
	Local bank's name (in full)	<input type="text"/>		
	Local bank's location (city and country)	<input type="text"/>		
	Local bank's SWIFT code	<input type="text"/>		
3.2 Local bank's role*  (please select one):	Advising only (please go to section 4)	<input type="checkbox"/>	Confirming and advising (please go to section 3.3)	<input type="checkbox"/>
3.3 Confirmation fee payable by* (please select one):	Applicant	<input type="checkbox"/>	Beneficiary	<input type="checkbox"/>

4. Letter of credit amount

Currency*			
Amount* (in figures)	Percentage tolerance*	? +/-	%
(Unless you tell us otherwise in section 10 (Special instructions), we assume that any percentage tolerance you specify above applies to the volume of the goods as well as to the letter of credit amount).			

5. Expiry, availability and transferability

5.1 Expiry date* ?							
5.2 Place of expiry* (please select one):	Country of the beneficiary	<input type="checkbox"/>	HSBC's issuing office	<input type="checkbox"/>			
5.3 Availability* (please select one):	At sight (please go to section 5.5):	By payment	<input type="checkbox"/>	By negotiation	<input type="checkbox"/>		
	At maturity (please go to section 5.4):	By deferred payment	<input type="checkbox"/>	By acceptance	<input type="checkbox"/>	By negotiation	<input type="checkbox"/>
5.4 Maturity date for deferred payment, acceptance or negotiation (please complete 5.4.1 or 5.4.2)							
5.4.1 Number of days (please specify in figures)			after (please select one)	sight	<input type="checkbox"/>		
				shipment date	<input type="checkbox"/>		
				invoice date	<input type="checkbox"/>		
5.4.2 Other (please specify)							
5.5 Maximum period between date of shipment and date beneficiary presents documents* (please complete one)							
<input type="checkbox"/>	within 21 days of date of shipment (this is the default position under UCP 600)						
<input type="checkbox"/>	within	<input type="text"/>	days of the date of shipment (please specify in figures) ?				
<input type="checkbox"/>	no maximum (that is any point after shipment and before expiry)						
5.6 Do you want the letter of credit to be transferable?* ?	(please complete one. If you make no selection, it will not be transferable)		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	

6. Shipment details

Trade terms (e.g. FOB, CIF)*	<input type="checkbox"/>	Place (please specify)	<input type="checkbox"/>	
Latest date for shipment / collection*	<input type="checkbox"/>			
Departure port, airport or point of collection* (name and country of location)	<input type="checkbox"/>			
Destination port, airport or point of delivery* (name and country of location)	<input type="checkbox"/>			
Partial shipment* ? (please select one. If left blank, we will assume it is not allowed)	Allowed	<input type="checkbox"/>	Not allowed	<input type="checkbox"/>
Transshipment* ? (please select one. If left blank, we will assume it is not allowed)	Allowed	<input type="checkbox"/>	Not allowed	<input type="checkbox"/>
Freight charges* (please select one)	Freight prepaid	<input type="checkbox"/>	Freight payable at destination	<input type="checkbox"/>

7. Goods description and quantity*

(Please provide a description of the goods for us to use in the letter of credit)

8. Documents required

8.1 Invoice(s)*	<input type="text"/> Original(s) (please specify in figures)	<input type="text"/> Copies (please specify in figures or put 0)
8.2 Transport document(s)*	<input type="text"/> Original(s) (please specify in figures)	<input type="text"/> Copies (please specify in figures or put 0)

8.2.1 Type of transport document* (Please provide details of the transport document below)

- Full set of clean 'on board' sea **bills of lading**, blank endorsed and/or made out to order
(if made out to order please complete section 8.2.2)
- Full set of **multi-modal transport documents**, blank endorsed and/or made out to order
(if made out to order please complete section 8.2.2)
- Air waybill** showing the actual date of departure, including flight number and evidencing dispatch to the destination airport specified in section 6 (Shipment details) above (please go to section 8.2.2)
- Road, rail or other** transport document (Please provide details of the other transport documents below, if the transport documents are blank endorsed, put 'blank endorsed')

8.2.2 Please provide the name of the consignee in the box below* (the party to whom the transport document(s) state the goods must be delivered).

8.2.3 Is the 'Consignee' the party to be notified when the goods arrive?*

Yes No (please give details of party to be notified)

8.3 Any insurance documents?*  Yes (please complete all of section 8.3) or No (please go to section 8.4)

8.3.1 Document type (please select one): Certificate (or Policy) (blank endorsed) Policy (blank endorsed)

8.3.2 CIF/CIP value plus (please specify): %

8.3.3 Coverage (please complete one): All risks including Institute cargo clauses 'A', Institute war clause (cargo) and Institute strikes clauses (cargo) warehouse to warehouse or Other (please specify in the box below)

8.4 Bill of exchange / draft (original only) Yes or No

8. Documents required (continued)

8.5 Any other documents?* (please select one)	Yes (please complete all of section 8.5) <input type="checkbox"/>	or	No (please go to section 9) <input type="checkbox"/>
<input type="checkbox"/> 8.5.1 Packing list	<input type="checkbox"/> Original(s) (please specify number)	<input type="checkbox"/> Copies (please specify number or put zero)	
<input type="checkbox"/> 8.5.2 Certificate of origin	<input type="checkbox"/> Original(s) (please specify number)	<input type="checkbox"/> Copies (please specify number or put zero)	
Place of origin (please specify): <input type="text"/>			
Form of certification (please complete one): GSP Form A <input type="checkbox"/> or Other (please specify): <input type="text"/>			
<input type="checkbox"/> 8.5.3 Inspection certificate	issued by (please specify): <input type="text"/>	 <input type="text"/>	
<input type="checkbox"/> 8.5.4 Other documents (please specify)	 <input type="text"/>		

9. Payments from you

9.1 How do you wish to reimburse us when we pay the beneficiary under the letter of credit?*	<input type="checkbox"/> Debit my bank account (please go to section 9.4)	<input type="checkbox"/> Request a loan (please go to section 9.2)
9.2 Loan (or extension) period* (please complete one)	Maximum period available for this transaction under your trade facility <input type="text"/>	<input type="checkbox"/> or <input type="text"/>
Number of days (in figures)	 <input type="text"/>	
Repayment date	 <input type="text"/>	
9.3 Loan currency* (please complete one)	Same as currency of reimbursement obligation <input type="checkbox"/>	Other (please specify using currency three-letter code or words) <input type="text"/>
9.4 Please provide the account details to debit to reimburse/repay us for this transaction*		
HSBC Sort code <input type="text"/> - <input type="text"/> - <input type="text"/>	Account number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
9.5 Currency conversions (please complete if you want us to conduct any currency conversions under specific foreign exchange (FX) contract(s)) HSBC FX contract number(s) <input type="text"/>		
9.6 What account do you want us to debit for commission and other charges due from you in connection with the letter of credit* (please complete one)	Same account as stated in 9.4 above (please go to section 10) <input type="checkbox"/>	Another account (please specify which in the boxes below) <input type="checkbox"/>
Sort code <input type="text"/> - <input type="text"/> - <input type="text"/>	Account number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

10. Special instructions (if any)

Please note, unless you specifically instruct us otherwise (for instance, in the box below):

- for speed, where possible all interbank communications will be by SWIFT (note charges apply)
- for speed and trackability, we will send all documents by courier in one packet (note charges apply)
- charges incurred in the country of issue will be for the account of the applicant and charges incurred outside the country of issue will be for the account of the beneficiary
- if you have selected the first option in section 8.3.3 above and are importing goods from the US or from a US supplier, American Institute insurance clauses are acceptable. If you need information about American Institute clauses, we suggest you ask your marine insurance broker.

11. Terms

By making this request, you are agreeing to the following.

- 11.1 **HSBC, we, our and us** means the member of the HSBC Group to which **you**, the **Applicant**, are making this request.
- 11.2 You request HSBC to issue (and, if you have selected the second option in section 3.2 above, to procure the confirmation by another bank of) the documentary letter of credit described above (the **LC**). While the LC is in issue, you undertake to: (a) insure the goods to which the LC relates (the **goods**) for all periods during which, under the relevant trade terms, you are responsible for them, or for insuring them; (b) provide HSBC with evidence of this insurance on request; and (c) notify HSBC promptly of any insurance claim relating to the goods.
- 11.3 This request will be supported by, and subject to, the following terms in the following order of priority, first, the applicable facility letter or other agreement(s) between you and HSBC for the provision of trade finance; secondly, the terms of this request form; and thirdly, any other terms that apply generally to documentary letters of credit we issue at your request.
- 11.4 You represent and undertake that, while the LC is in issue: (a) you have not obtained and will not obtain any other financing in connection with the goods, nor grant nor permit to subsist security over the goods (or any insurance proceeds relating to them) other than security in favour of HSBC or a lien that arises by operation of law in favour of a party that is storing or shipping the goods; and (b) you have or will obtain all import licences and other permissions (if any) necessary to import the goods into the destination country specified in section 6 (Shipment details) above.
- 11.5 If HSBC does not have a relationship with the bank local to the beneficiary that you have specified in section 3.1 above, or you have not specified a bank, you authorise HSBC in its discretion to use any bank in the beneficiary's location with which HSBC does have a relationship. You agree that if HSBC uses the services of another party in connection with the LC, HSBC does so for your account and at your risk.
- 11.6 You acknowledge and agree that: (a) if any charges are for the account of the beneficiary and it is not possible to deduct these from any payments made to the beneficiary, you will be liable to reimburse HSBC for these charges; (b) HSBC will issue the LC subject to the latest revision (as at the date of issue) of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce Publication (**UCP**) using wording HSBC considers appropriate; (c) HSBC and any other bank involved with the LC is entitled to rely on the protections for banks that UCP contains; and (d) HSBC is authorised to prepay or purchase a draft accepted or a deferred payment undertaking incurred under the LC.
- 11.7 You agree to pay HSBC a commission on the maximum LC amount at the rate and at the time(s) we agree with you or, if we have not agreed a rate or time with you, at our applicable standard rate and at the time(s) we notify to you. You also agree to pay ancillary charges relating to the LC. Details of our standard commission rates and ancillary charges are available on request.
- 11.8 You represent and warrant that neither you, nor any of your subsidiaries, nor any of your or your subsidiary's directors, officers, employees, agents or affiliates, is an individual or entity (**person**) that is, or is owned or controlled by, persons that are: (a) the target or subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury or under the laws of the place where the HSBC office to which you are making this request is located, your jurisdiction of incorporation or HSBC's jurisdiction of incorporation (collectively, **sanctions**); or (b) located, organised or resident in a country or territory that is, or whose government is, the target or subject of sanctions.
- 11.9 You undertake that you will not, directly or indirectly, use, or facilitate the use by any of your subsidiaries or joint venture partners or by any other person of, the trade product you are requesting from us in this request: (a) to fund any activities or business of, or with, any person, or in any country or territory, that, at the time of such funding, is, or whose government is, the target or subject of sanctions or (b) in any other manner that would result in a violation of a sanction by any person.
- 11.10 You represent and warrant to us that the details in this request form, or in any other document you provide

to us in connection with this request, about the underlying relationship and the related goods or services are accurate and are those of a genuine transaction(s).

- 11.11 You confirm that you: (a) comply in each jurisdiction in which you operate with all applicable anti-bribery laws of that jurisdiction and of your jurisdiction of incorporation; and (b) are not party to, or used by any other person for, any money laundering or terrorism financing.
- 11.12 You irrevocably and unconditionally authorise HSBC to pay or otherwise honour any claim made or purported to be made under the LC that appears on its face to be in order (a **claim**), even if you or any other person contests HSBC doing so. Any action HSBC takes in compliance with this authority will, as between HSBC and you, be conclusive evidence of HSBC's liability to satisfy that claim (including as to the manner and amount of it). You must immediately on demand: (a) pay to HSBC an amount equal to the amount of any claim; and (b) indemnify HSBC against any other cost, loss or liability incurred by HSBC (otherwise than by reason of HSBC's gross negligence or wilful misconduct) in connection with the LC, in the currency in which the amount is incurred or, if HSBC so specifies, in 'the currency of the territory in which the HSBC office to which you are making this request is located, calculated at HSBC's selling rate for the relevant currency at the time HSBC demands payment from you.
- 11.13 If you have answered 'request a loan' in section 9.1 above, you are irrevocably: (a) requesting us to provide you with a loan for the period specified in section 9.2 in the currency specified in section 9.3; and (b) if we decide to make this loan available to you, instructing us to apply the loan proceeds in or towards discharge of your indemnity obligations under section 11.12 above. The amount of the loan will be the amount due and outstanding from you under section 11.12 or such lower amount as we agree to lend you. If we make a loan available to you, you undertake to pay us a financing fee in respect of that loan, to repay that loan at the end of the loan period specified in section 9.2 and to pay us interest on that loan amount in the amount and at the time(s) we agree with you, or if we have not agreed an interest rate or time with you, at our applicable standard rate and at the time(s) we notify to you. Details of our standard fees, interest rates and payment times are available on request.
- 11.14 You acknowledge and intend that: (a) if you have granted a general pledge in our favour, the delivery of any documents representing title or absolute control to goods you own and that this loan is financing (or will finance) into our possession (whether actual or constructive) shall be subject to its terms, and that pledge will attach to those documents, goods and any related sale proceeds as security for this loan and all other amounts you may owe us in connection with it; and (b) if you have granted us a general assignment of contracts or receivables, that assignment secures this loan and all other amounts you may owe us in connection with it and will cover any rights you have against your buyers or any other person to be paid, on time and in the agreed currency, for the goods to which this loan relates, and (if that general assignment so requires) you hereby designate each contract under which any of those rights to be paid arise as an assigned contract under that general assignment. You undertake not to create or allow, while the loan is outstanding, any mortgage, charge or pledge, any lien not arising by operation of law, or any other encumbrance over any of the goods or related sales proceeds or contractual rights that are connected with this loan other than security in favour of HSBC. You agree to take at HSBC's request, whatever steps are necessary or desirable to make the goods and/or their proceeds subject to the security in favour of HSBC that you intend under this clause.
- 11.15 You irrevocably authorise HSBC to debit: (a) the relevant account specified in section 9 (payments from you) above; or (b) if no relevant account is specified, in accordance with any standing instructions we have from you that apply to amounts of that type; or (c) if we have no standing instructions for payment of amounts of that type, any account you hold with HSBC, with any amount you owe HSBC in connection with this request or the LC, or any loan you have requested in section 9.1, when that amount falls due.
- 11.16 If currency conversions are needed to carry out your instructions or authorisations above: you are exercising your option to take up the FX contract(s) mentioned in section 9.5 above (if any), subject to the terms of those FX contracts; and (b) absent an applicable FX contract or spot trade, you authorise us to carry out the relevant currency conversion(s) using HSBC's selling rate for the relevant currencies at the relevant time.
- 11.17 You agree to pay, on demand by HSBC, an amount up to the maximum LC amount then outstanding in the currency of the LC (or, if HSBC so directs, its equivalent the principle currency of the territory in which the HSBC office to which you are making this request is located) into an account in your name held with HSBC or in the name of HSBC: (a) from which withdrawals may only be made to pay HSBC amounts due and payable in respect of the LC; (b) the credit balance of which will not be due or accruing due to you, until the amount outstanding under the LC is zero; and (c) if the account is in your name, over the credit balance of which HSBC has a satisfactory security interest and no third party has any security interest.

11.18 Your request and the terms in this section 11, and any non-contractual obligations arising in connection with any of them, are governed by: (a) the law that governs the trade facility under which you are making this request (as stated in the facility agreement for that trade facility); or (b) if you have no such trade facility with HSBC, by the law of the jurisdiction in which the HSBC office to which you make this request is located, and are subject to the non-exclusive jurisdiction of the courts in that jurisdiction.

Signed by the Applicant or its authorised representative(s), **for instance, those authorised under its mandate.**

Date

Signature

Signature

Print name

Print name

To submit your request

Please post or fax this form to your assigned Global Trade and Receivables Finance (GTRF) Services centre at either:

GTRF Services Leicester
HSBC
51 De Montfort Street
Leicester
LE1 7BB
Tel: 0345 600 1522
Fax: 0345 587 0805
Email: leicestertrade@hsbc.com

GTRF Services Manchester
HSBC
3rd Floor, 4 Hardman Square
Spinningfields, Manchester
M3 3EB
Tel: 0345 587 3416
Fax: 0345 587 9641
Email: manchestertrade@hsbc.com

If you are unsure which GTRF Services centre is assigned to you, please ask your Relationship Manager or call either centre to confirm. We can only accept instructions by fax if we hold a fax indemnity from you. If you have not given us a fax indemnity, but you wish to arrange for one, please speak to your Relationship Manager. **We do not accept documentary letter of credit requests by email.**