

ST JAMES' SAFE DEPOSIT TERMS AND CONDITIONS OF TRADE

www.stjames-safedeposit.com



CONDITIONS RELATING TO THE AGREEMENT FOR LETTING OF SAFE DEPOSIT BOX OR SAFE (OCTOBER 2017 EDITION)

These terms and conditions govern the Customer's use of the safe deposit box and safe services offered by the Company. By signing the Agreement Covering Sheet the Customer confirms it has read, understood and accepted these terms and conditions.

1. DEFINED TERMS

In these Conditions certain words have a specific meaning. Where such words begin with a capital, they have the following meanings:

Box	The Customer's safe deposit box or safe
Company	the Company supplying the Services whose details are specified in the Agreement Covering Sheet
Conditions	These terms and conditions as amended from time to time in accordance with clause 20.4
Agreement	The legal contract between the Customer and the Company comprising these Conditions and the Agreement Covering Sheet
Agreement Covering Sheet	The covering sheet attached to these Conditions which contains the specific details of the Services to be purchased by the Customer
Application	The Customer's application to use the Services as detailed in the Agreement Covering Sheet
Services	The safe deposit box and/or safe services offered by the Company, as more fully described in the Agreement Covering Sheet
Rent	The rent payable by the Customer to the Company for the Services, as specified in the Agreement Covering Sheet
Start Date	The date on which the Services start, as specified in the Agreement Covering Sheet
Initial Period	The initial period for provision of the Services, as specified in the Agreement Covering Sheet
Renewal Period	The period for which the parties agree to renew provision of the Services, following expiry of the Initial Period and in respect of which the Rent is paid in advance
Customer	The Customer whose name is specified in the Agreement Covering Sheet, who will be the Primary Renter, or where there is both a Primary Renter and Joint Primary Renter, the Customer shall be both the Primary Renter and the Joint Primary Renter.
Primary Renter	The primary renter specified in the Agreement Covering Sheet who shall also be the Customer for the purposes of the Contract
Joint Primary Renter	The joint primary renter specified in the Agreement Covering Sheet who shall also be the Customer for the purposes of the Contract.
Secondary Renter(s)	The Secondary Renter(s) as determined by the Customer

2. HOW THE AGREEMENT IS FORMED

- When the Customer signs the Agreement Covering Sheet, the Customer confirms it wishes to purchase Services from the Company and that it has read, understood and agrees to be bound by the Agreement.
- Subject to clause 2.3, the Company will only accept the Customer's Application when it confirms in writing (by signing the Agreement Covering Sheet) that it has accepted the Customer's application.
- The Company shall carry out various checks on the Customer in respect of their Application within 14 days of the Customer's Application. If the Customer's Application is deemed: (a) not to be acceptable, the Company will notify the Customer within 14 days of the Customer's Application, and any money paid by the Customer to the Company in relation to that Application will be returned to the Customer. Thereafter this Agreement shall end and neither party will owe any further obligation to the other. (b) approved, and provided the Customer has paid the Rent for the Initial Period in advance, then the Company will accept the Customer's Application. If the Customer has not, within 21 days of his/her Application, received notification from the Company that its Application has been rejected, then the Application will be deemed to have been accepted and this Agreement shall take effect from the date of signature by the Company.
- These Conditions apply to the Agreement to the exclusion of any other terms or conditions which the Customer may seek to apply.

3. AGREEMENT DURATION

The Agreement commences on the Start Date and runs for the Initial Period. Thereafter the Agreement will renew for the Renewal Periods agreed by the parties, until terminated in accordance with clause 11.

4. THE SERVICES

- The Company will provide the Services using reasonable skill and care.
- The Company shall take reasonable endeavours to ensure an appropriate level of security to protect the contents of the Customer's box or safe.

5. CUSTOMER'S OBLIGATIONS

The Customer shall:

- ensure the terms of the Agreement Covering Sheet are complete and accurate;
- co-operate with the Company in all matters relating to the Services;
- provide all such information requested by the Company in order to verify the identities of the Primary Renter, Joint Primary Renter and Secondary Renters and to enable the Company to comply with all its obligations in respect of "Know Your Customer" (as determined by the Financial Conduct Authority from time to time) and other applicable laws, including (without limitation) the Money Laundering Regulations 2007 (as updated and amended).
- The Customer may not store any items in a Box which are:
 - offensive weapons such as (without limitation) guns, knives, firearms or ammunition, explosives and/or which may be used in any act of terrorism;
 - illegal, unlawful or are connected to proceeds of crime;
 - chemicals, drugs or poisonous, toxic or noxious substances;
 - materials which are the subject of any ban, embargo or import restriction;
 - plants or plant materials or any living organism;
 - any materials which are offensive, immoral, obscene, indecent, defamatory, slanderous or libellous;
 - any items which may cause harm to any persons or property including any property or employee of the Company, or which may endanger life.

6. PRIMARY RENTER, JOINT PRIMARY RENTER AND SECONDARY RENTERS

- 6.1 Where the Customer chooses only to have a Primary Renter (with no Joint Primary Renter), the Company strongly recommends the Primary Renter makes appropriate legal arrangements to ensure the contents of the Box can be accessed in the event of the Primary Renter's death or incapacity.
- 6.2 **Where the Customer chooses to have a Primary Renter and Joint Primary Renter then the Primary Renter or Joint Primary Renter can do the following actions, without the other being present:**
- upgrade or downgrade the Box;
 - instruct for the Box to be drilled open if the key is lost or mislaid;
 - issue notice to terminate the Agreement;
 - add or remove a Secondary Renter;
 - access and/or remove the contents of the Box independently of the other.
- 6.3 If there is both a Primary Renter and Joint Primary Renter, then both the Primary Renter and the Joint Primary Renter will need to attend the Company's offices to change or remove the Primary Renter and/or Joint Primary Renter and sign to confirm they are both in agreement with the proposed changes. The existing Agreement will continue in force, subject to the relevant changes. The Agreement will be binding on the newly appointed Primary Renter / Joint Primary Renter (as applicable) from the date such changes take effect ("**Date of Change**"). The removed Primary Renter / Joint Primary Renter (as applicable) will be bound by the terms of the Agreement up to the Date of Change, and will continue to be liable to the Company in respect of any breaches which occurred prior to the Date of Change. After the Date of Change, except for those provisions intended to have effect after this Agreement has terminated, this Agreement will cease to have effect between the Company and the removed Primary Renter / Joint Primary Renter (as applicable).
- 6.4 The Company is entitled to rely on the instructions of the Primary Renter or the Joint Primary Renter, without checking the validity of those instructions with the Primary Renter/Joint Primary Renter (as applicable). The Company accepts no liability for acting in reliance on the instructions of the Primary Renter or the Joint Primary Renter, and any instruction received from the Primary Renter or Joint Primary Renter shall be deemed to be an instruction from both the Primary Renter and the Joint Primary Renter.
- 6.5 Where there is a Primary Renter only, the Customer can nominate up to three Secondary Renters. Where there is a Primary Renter and Joint Primary Renter, then the Customer may appoint up to two Secondary Renters.
- 6.6 **Secondary Renters may access and/or remove the contents of the Box and may do so independently of the Primary Renter and/or Joint Primary Renter.**
- 6.7 **If the Primary Renter dies, or where there is both a Primary Renter and Joint Primary Renter, on the death of both the Primary Renter and the Joint Primary Renter, the Secondary Renter(s) rights to access the Box and to remove its contents, shall cease immediately.**
- 6.7 A Secondary Renter has no other rights or obligations in respect of the Agreement.

7. DEATH

- 7.1 Where a Primary Renter or a Joint Primary Renter dies, the surviving Primary Renter/Joint Primary Renter (as applicable) must notify the Company as soon as reasonably practicable and provide satisfactory evidence of death (such as a death certificate) to the Company. Following this:
- where the Primary Renter dies, the surviving Joint Primary Renter shall automatically become the Primary Renter and may appoint a Joint Primary Renter if s/he wishes, by complying fully with the Company's requirements in respect of such additional appointment.
 - where the Joint Primary Renter dies, then the Primary Renter may appoint another Joint Primary Renter if s/he wishes, by complying fully with the Company's requirements in respect of such additional appointment.

- 7.2 **If a Primary Renter dies and there is no surviving Joint Primary Renter, then the Company is under no obligation to allow access to the Box to any person unless that person can provide a valid grant of probate or letter of administration.**

8. ACCESSING THE BOX

- 8.1 Access to a Box is permitted during the Company's hours of business (details of which can be found at www.stjames-safedeposit.com) and access will be subject to any rules or regulations which the Company prescribes from time to time. The Company will require the Primary Renter, Joint Primary Renter and Secondary Renter (as applicable) to confirm their identity each time they wish to access the Box. If the Company has any doubts as to the Customer's identity, it can request additional forms of identity and will keep a record of every time the Box is accessed. **The Company has the right, at its absolute discretion, to refuse access to the Box if it has any doubts or concerns as to the identity of the individual requesting access.**
- 8.2 All Primary Renters, Joint Primary Renters and Secondary Renters must undergo a full Anti-Money Laundering check in accordance with the requirements of the Money Laundering Regulations 2007 (as updated and amended from time to time).
- 8.3 **Where Secondary Renters are appointed, the Customer will be fully responsible for the actions and omissions of the Secondary Renters including their full compliance with these Conditions.**
- 8.4 The Company may refuse access to a Box entirely at its discretion:
- if it suspects or believes there may be unlawful or dishonest activity going on in relation to the Box;
 - if a notice, order or instruction has been received from a court of law or other governing authority prohibiting access;
 - if the person seeking access is under the influence of drugs or alcohol or is exhibiting violent, aggressive, offensive, threatening or abusive behaviour;
 - if unforeseen circumstances prevent access.
- 8.5 If the Primary Renter or Joint Primary Renter wishes to appoint an agent to access the Box on its behalf, then the agent must sign a power of attorney in order to effect this (it is recommended legal advice is taken in this respect). In respect of lasting powers of attorney, the Company will need to see the signed document stamped by the Office of the Public Guardian. In addition to the aforementioned documents, the Company will require additional forms of identification, at its discretion, prior to the agent being granted access. The Company is not responsible or liable if such authority or form of identification has been forged or falsely used, nor will the Company incur liability if the Customer or the agent is successfully impersonated.
- 8.6 **The Company will use reasonable endeavours to verify the identity of all persons accessing the Box, but accepts no liability or responsibility for any person who maliciously, recklessly or wilfully accesses the Box by impersonation or using false identification.**

9. KEYS AND KEY CARDS

- 9.1 The Customer shall be granted keys and/or key cards in respect of the Box. In these Conditions, where reference is made to keys, such reference shall include any physical keys and key cards or swipe cards, made available by the Company to the Customer.
- 9.2 The Company shall require the Customer to pay a deposit for such keys. The amount of the deposit shall be specified in the Agreement Covering Sheet. The deposit shall be refunded in full when the Agreement is terminated, provided all keys are returned to the Company in good working order and all monies owing to the Company by the Customer have been paid in full. The Customer must not make any copies of keys provided to the Customer to gain access to the Box;
- 9.3 The Customer is fully responsible for any keys supplied by the Company. The Customer must take steps to safeguard any keys supplied and to prevent misuse of any keys.
- 9.4 All keys supplied by the Company remain the Company's property at all time.

10. RENT

- 10.1 Rent must be paid in full in advance. Payment may be made by cash, debit or credit card, or any other payment methods approved by the Company.
- 10.2 Before expiry of the Initial Period and thereafter, before expiry of each Renewal Period, the Company will send a renewal letter to the Customer notifying them that if they wish their Agreement for the Services to renew, then payment of Rent for the Renewal Period is due, together with details of the Rent payment due. The Customer must pay the Rent due prior to the end of the Initial Period or Renewal Period (as applicable). Time for payment is of the essence of the Agreement
- 10.3 All payments of Rent are subject to VAT.
- 10.4 If the Customer fails to make any payments when due, the Customer shall pay interest on the overdue sum from the due date until the date of payment at a rate of 2% per month on a cumulative basis, from time to time, which shall be calculated from the due date for payment until the date of actual payment.
- 10.5 If the Customer fails to pay Rent when due, and is in Rent arrears 60 days or more after the Rent due date, the Company shall, in addition to its other rights and remedies, charge the Customer an administration fee of £20 (or such other amount as may be reasonable in the circumstances) to cover the costs and expenses incurred by the Company in recovering the Rent due.
- 10.6 The Company may increase the Rent by giving the Customer 21 days' notice in writing. Such increases in Rent will take effect from the date of the next Rent payment.
- 10.7 The Company shall have a lien and a charge over all property deposited by the Customer with the Company. Until the Customer pays all monies due to the Company under the Agreement, the Company retains the power to sell the contents of the Box or any part thereof, for the purpose of realising any sums that are owing.

11. CANCELLING THE AGREEMENT

- 11.1 The Customer may cancel this Agreement by giving the Company written notice before the end of the Initial Period. If notice is not given, thereafter the Agreement will automatically renew for the Renewal Period. The Customer may terminate the Agreement by giving notice before the end of each Renewal Period. Where the Customer provides notice, subject to clause 11.6, the Agreement will end on expiry of the Initial Period or Renewal Period (as applicable).
- 11.2 Before the Agreement ends, the Customer must remove the contents of the Box and return the keys to the Company.
- 11.3 The Company may end the Agreement before expiry of the Initial Period or any Renewal Period by giving the Customer not less than 14 days' written notice.
- 11.4 The Company may terminate the Agreement with immediate effect by giving written notice to the Customer if:
 - (a) the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or (in the case of an individual) has bankruptcy proceedings issued or threatened against it;
 - (c) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - (d) the Customer fails to pay any amount due under the Agreement on the due date for payment.
- 11.5 The Company may suspend the supply of Services under the Agreement or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.4(b) or the Company reasonably believes that the Customer is about to become subject to any of them.

- 11.6 On or before termination of the Agreement, the Customer must ensure all monies due and owing to the Company are paid in full. When all monies due to the Company have been paid in full, on or before termination of the Agreement, the Customer must remove the contents of the Box and return the keys to the Company.
- 11.8 Except where the Company terminates pursuant to clause 11.4, where the Company terminates the Agreement prior to the end of the Initial Period or Renewal Period (as applicable), subject to clause 11.6, the Company will provide the Customer with a refund of Rent pro rata to the unexpired term of the Agreement.
- 11.9 If the contents of the Box are not removed and/or the keys are not returned on or before the end of the Agreement, the Company may, after 28 days, take all steps to recover the unpaid Rent, including (but not limited to) by breaking open the Box, removing the contents and selling or otherwise realising the value of the contents of the Box. The Company shall use the proceeds of any sale or realisation towards satisfaction of sums owing to the Company by the Customer including all expenses of sale and other expenses incidental to, or arising from the Customer's failure to pay monies due.

12. LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1 Subject to paragraph (c) below:
 - (a) the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential losses arising under or in connection with this Agreement, including (without limitation) (1) loss of profits; (2) loss of business; (3) loss of anticipated savings; (4) loss of use or corruption of software, data or information; and/or (5) loss of or damage to goodwill.
 - (b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed £5,000;
 - (c) nothing in the Agreement shall limit or exclude the Company's liability for (i) death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors; or (ii) fraud or fraudulent misrepresentation;
 - (d) except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement
- 12.2 This clause 12 shall survive termination of the Agreement.
- 12.3 The Customer shall indemnify (compensate) the Company against any claims or actions brought by the Customer (or his personal representative(s)) against the Company in relation to any breach by the Customer of any term of the Agreement or in connection with or arising from the Customer's negligent, reckless or malicious acts or omissions in relation to the Agreement.

13. DATA PROTECTION

- 13.1 The Company shall process personal data belonging to or supplied by the Customer in accordance with the provisions of the Data Protection Act 1998 and solely for the purpose of providing the Services under the Agreement.
- 13.2 The Company shall take reasonable steps to ensure the reliability of its employees who have access to personal data.
- 13.3 The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent to which the Company is entitled to use and process the personal data. Consequently the Company shall not be liable for any claim brought by a data subject arising from any action or omission by the Company, to the extent such action or omission resulted directly from the Company's instructions.
- 13.4 For more details as to how the Company stores and processes personal data, please see the Company's privacy policy available at www.sjames-safedeposit.com.
- 13.5 In these Conditions, the terms "personal data", "process", "processing" and "data subject" shall have the meanings ascribed to them in the Data Protection Act 1998.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause.
- 14.2 The Company may disclose the Customer's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under the Agreement. The Company shall ensure that its employees, offices, representatives, subcontractors or advisers to whom it discloses the Customer's confidential information comply with this clause.
 - (b) as required by law to any enforcement agency, regulatory body or a court of competent jurisdiction. For the avoidance of doubt, if the Company receives notice from a government or law enforcement agency requiring the Company to provide any confidential information in relation to the Customer, or a properly issued warrant is produced granting such agency access to the Customer's Box, then the Company will be under a legal obligation to permit supply such confidential information or grant access to the Customer's Box by such agency.
- 14.3 Neither party shall use the other's confidential information for any purpose other than to perform its obligations under the Agreement.

15. KNOW YOUR CUSTOMER

The Company is obliged to comply with "know your customer" identification procedures in relation to the Money Laundering Regulations 2007 (as amended or updated from time to time). The Customer will promptly on the request of the Company, supply (or procure the supply of) such documentation and other evidence in order that the Company is able to carry out, and be satisfied that it has complied with all necessary "know your customer" and other similar checks including identity verification checks as required under applicable laws and regulations.

16. INSURANCE

The Customer acknowledges that the Company has not insured and is not responsible for insuring the contents of the Box. The Customer keeps valuables in its Box entirely at its own risk. The Customer is solely responsible for ensuring that the contents of the Box are insured to their full replacement value.

17. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or arising out of or in connection with the Services shall be owned by the Company. In this clause, intellectual property rights mean patents, copyright, trade marks, business names and domain names, goodwill, database rights, rights to use, and protect the confidentiality of confidential information (including know-how) all other intellectual property rights, registered or unregistered, which exist now or in the future in any part of the world.

18. EVENTS BEYOND THE CONTROL OF THE COMPANY

The Company shall not be in breach of the Agreement nor be liable for delay in performing or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

19. NOTICES

- 19.1 A notice, demand, consent, approval or communication under this Agreement ("Notice") must be:
- (a) in writing, in English and signed by a person duly authorised by the sender; and
 - (b) hand delivered, sent by prepaid post to the recipient's address for Notices specified on the Agreement Covering Sheet, by email to the email address notified to the Company for correspondence or as varied in accordance with this clause.
- 19.2 A Notice will be deemed to have been served as follows:
- (a) where hand delivered, on delivery; and
 - (b) where sent by prepaid post, on the second working day after the date of posting (or on the seventh working day after the date of posting if posted to or from a place outside England), but if the delivery or receipt is not on a working day or is after 5pm on a working day the Notice is taken to be received at 9.00am on the next working day.
 - (c) where sent by email, on the second working day after the date of sending.

20. GENERAL

- 20.1 This Agreement may not be assigned, nor the rights or obligations transferred, by the Customer without the prior written consent of the Company.
- 20.2 Any provision of the Agreement that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 20.3 The Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 20.4 The Agreement may be amended only with the written agreement of both parties.
- 20.5 A term or part of a term of the Agreement that is illegal or unenforceable may be severed from the Agreement and the remaining terms or parts of the Agreement shall continue in force.
- 20.6 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 20.7 Nothing in the Agreement is intended to, or shall establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.8 **Where there is both a Primary Renter and a Joint Primary Renter for the purposes of the Agreement, both the Primary Renter and the Joint Primary Renter will be deemed to be the Customer, and both persons shall be jointly and severally liable under this Agreement.**
- 20.9 The Agreement is governed by the laws of England & Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England & Wales.

MANCHESTER

St James' Safe Deposit Company Ltd
77 Oxford Street, Manchester, M1 6EG

Company Registration No: 981693

FCA Registration No: 476901

T: 0161 236 4177

E: manchester@stjames-safedeposit.com

LEEDS

St James' Safe Deposit (Yorkshire) Ltd
2 Russell Street, Leeds, LS1 5RN

Company Registration No: 8514084

FCA Registration No: 624025

T: 0113 243 2129

E: leeds@stjames-safedeposit.com



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