

**CONDITIONS  
RELATING TO THE AGREEMENT FOR  
LETTING OF SAFE DEPOSIT BOX OR SAFE**

1. By signing the Agreement on the reverse of these Conditions, the Customer acknowledges and agrees that there is no binding agreement between the Company and the Customer until such time that the Company has approved the Customer's application. As soon as reasonably practicable after the application is received, the Company will consider the Customer's application. If the application is:

(a) not approved, the Company will notify the customer in writing and any money given to the Company in relation to that application will be returned at the same time as the above notice is given to the Customer and neither party will owe any obligation to the other and these Conditions will not apply; or  
(b) approved, then no written confirmation is issued and the terms of these Conditions will apply and be binding on the Company and the Customer.

2. Conditional on the Company approving the Customer's application pursuant to paragraph 1 above and receipt of the first year's rental to be paid in advance, this Agreement commences on the date of the Notice for an initial term of one year (or such longer period as the parties may agree in writing), and will continue from year to year subject to paragraphs 3 and 4 below.

3. Rent for any subsequent 12 months period must be paid in full (in advance) before the expiry of the current 12 month period. No later than one month before the end of each 12 month period, the Company will send an invoice to the Customer in respect of the following 12 month period, which the Customer must pay prior to the end of the current 12 month period or otherwise provide the Company with written notice of its intention not to extend this Agreement, in which case the Customer must remove the contents of the Safe Deposit Box/Safe ('Articles') and return the keys by the end of the relevant 12 month period.

4. The Company may, following the first anniversary of the date of this Agreement, terminate this Agreement by giving the Customer not less than 28 days' written notice, in which case, upon the Customer removing the contents of the Articles and returning the keys (which the Customer must do prior to the date specified in the written notice), the Company must provide the Customer with a refund of rent pro rata to the unexpired term of this Agreement in which annual rent has been paid.

5 On termination of this Agreement:

(a) the Customer must remove the Articles and return the keys by the date specified in the written notice or the end of the term of this Agreement (as the case may be); and

(b) upon the Customer removing the Articles and returning the keys, the Company must, if applicable, provide the Customer with a refund of rent pro rata to the unexpired term of this Agreement.

6. If the Articles are not removed and the keys not returned by the end of the contractual period, the Company may, after 28 days, take all steps to recover the unpaid rent, including (but not limited to) by selling or realising the Articles in which case the Company may pay itself such rent or other monies due and payable, together with all expenses of sale and other expenses incidental to, or arising from, such default, out of the proceeds of such sale or realisation.

7. The Company shall have a lien and a charge over all property deposited by the Customer with the Company (including, but not limited to, the Articles) until the Customer pays all money due to the Company under this Agreement. Until such money is paid in full, the Company retains the power to sell such property or any part thereof, for the purpose of realising from time to time such sums that are owed to it.

8. The Customer will have access to the Articles only during the usual hours of business of the Company

and under such rules and regulations as are prescribed by the Company from time to time.

9. Only the Customer will be granted access to the Articles, except in circumstances where an agent of the Customer ('Agent') has been given written authority by the Customer (in a form acceptable to the Company) and such authority, together with any form of identification requested by the Company, is provided to the Company prior to the Agent being granted access. The Company is not responsible or liable in the event that 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.

10. In the event of the death of the Customer or the survivor of a joint account, the Company may permit any person claiming to be the legal personal representative of the deceased to inspect the Articles on production of probate or such other evidence of title acceptable to the Company. The personal representative(s) named shall have power to deal with the Articles and be deemed to be the Customer in respect of the Articles in place of the deceased. If the Articles contain a will or codicil of a deceased Customer where the Customer was either a sole customer or survivor in a joint account, the Customer may permit the removal of such will or codicil by the executors.

11. Without prejudice to paragraph 12 below the Company must use its reasonable endeavours to ensure an appropriate level of security to protect the Articles.

12. 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 loss of profit or any indirect or consequential loss arising under or in connection with this Agreement;

(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 these Conditions 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

(e) this paragraph 12 shall survive termination of the Agreement.

and the Customer indemnifies the Company and holds the Company harmless against any claims or actions brought by the Customer (or his personal representative(s)) against the Company in relation to the above.

13.1

(a) The Customer hereby provides its consent to the Company providing a copy of this Agreement, and any other information relating the same, to any enforcement agency or regulatory body which from time to time may request such information from the Company.

(b) The Company is obliged to comply with "know your customer" or similar identification procedures in relation to the Money Laundering Regulations 2007. In circumstances where the necessary information is not already available to it, you will promptly on the request of the Company, supply (or procure the supply of) such documentation and other evidence as is reasonably requested in order that the Company is able to carry out, and be satisfied that it has complied with all necessary "know your customer" or other similar checks including ID verification

under all applicable laws and regulations pursuant to the transactions contemplated and in accordance with the Company's policies.

14. The Customer acknowledges that the Company has not insured any of the Articles, and this is the responsibility of the Customer.

15.1. 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 or sent by prepaid post to the recipient's address for Notices specified on the front page of this Agreement, as varied by any notice given by the recipient to the sender.

15.2. A Notice given in accordance with paragraph 15.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received if:

(a) hand delivered, on delivery; and

(b) 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.

16. This Agreement may not be assigned, nor the rights or obligations transferred, by the Customer without the prior written consent of the Company.

17. Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

18. Each party must bear its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

19. Any indemnity in this Agreement is independent from the other obligations of the parties and survives termination of this Agreement. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement.

20. A rule of construction does not apply to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

21. This Agreement may be executed in counterparts. All executed counterparts constitute one document.

22. The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

23. This 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.

24. This Agreement may be amended only with the written agreement of both parties.

25. A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of this Agreement continue in force.

26. 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.

27. This 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.