

# SAFE DEPOSIT BOX

## TERMS AND CONDITIONS

Your particular attention is drawn to the limitations and exclusions set out in clauses 7 (Access), 12 (Limitation of liability) and 13 (Claims procedure for loss or damage).

### 1. DEFINITIONS

When the following words with capital letters are used in these Conditions, this is what they will mean:

“Application Form”	means the document We ask You to complete and sign that states the Box You are requesting to hire and to which a copy of these Conditions are attached;
“Additional User”	has the meaning given to it in clause 4.2;
“Additional User Form”	means the document We ask You and any Additional User to complete, which is subject to these Conditions;
“Box”	means the safety deposit box stated in the Application Form;
“Conditions”	means these terms and conditions;
“Contract”	has the meaning given to it in clause 2.1;
“Customer”	means any natural person or body corporate or other entity identified as the customer in the Application Form;
“Deposit”	means the deposit amount stated in the Application Form which You shall pay to Us in respect of your Box and the Keys;
“Event Outside Our Control”	has the meaning given to it in clause 15.2;
“Fees”	has the meaning given to it in clause 3.1;
“Initial Term”	means the period for the provision of the Services stated in the Application Form;
“Insurance Policy Details”	means the document setting out the exclusions that apply to Our insurance policy with Our insurance provider, which is available on Our website ( <a href="http://sharpspixley.com">sharpspixley.com</a> ) and which We may update from time to time (a copy of the exclusions in force at the date of Your application are attached to the Application Form);
“Items”	means any items provided by You for storage in a Box;
“Keys”	has the meaning given in clause 5.1;
“Price List”	means a list of fees (as amended from time to time) payable for the Services;
“Renewal Term”	means each successive period of twelve months for which the Contract is renewed pursuant to clause 10.1;
“Services”	means the supply of safe deposit services provided by Us to You under the Contract including any additional services provided by Us as specified in the Price List;
“Start Date”	means the start date stated in the Application Form;
“Term”	means the Initial Term and the Renewal Term;
“We”, “Us”, “Our”	means Sharps Pixley Limited, a company incorporated and registered in England and Wales with company registration number 06629106 and whose registered office address is 54 St. James's Street, London, SW1A 1JT; and
“You”, “Your”	means the Customer and any Additional User.

### 2. OUR CONTRACT WITH YOU

2.1. These Conditions (including any schedules to them), together with the Application Form, the Price List and any Additional User Form, form the entire contract between You and Us for the Services (the “Contract”). Subject to these Conditions We permit You to use the Box for the Term. In the event that there is any inconsistency between these documents they will take effect in the following order of priority: i) these Conditions; ii) the Application Form; iii) any Additional User Form and iv) the Price List.

2.2. Please ensure that You read these Conditions carefully, and check that the details on the Application Form and any Additional User Forms are complete and accurate before they are signed by You.

2.3 If You think that there is a mistake in the Application Form (or Additional User Form) or do not understand any of this document, please discuss this with Us before You sign the Application Form (or Additional User Form). Your signature of the Application Form or Additional User Form will be treated by Us as acceptance of the Contract and all its Conditions, and will serve as evidence that You have read and understood them.

2.4. In order for the Services to be provided to You, You must complete the Application Form.

2.5 When You sign and submit an Application Form or Additional User Form to Us, this does not mean that We have accepted Your order.

2.6. The formation of the Contract is conditional upon:

2.6.1. You, and any Additional User, providing Us with such evidence of identification and such other information as We may, in Our sole absolute discretion, require;

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- 2.6.2. You, and any Additional User, satisfactorily passing, in Our absolute sole discretion, any anti-money laundering checks that We or third parties on Our behalf may conduct;
- 2.6.3. You providing sufficient and satisfactory information in the Application Form and Additional User Form;
- 2.6.4. You paying the Deposit and all Fees in advance in cleared funds; and
- 2.6.5. Us countersigning the Application Form and any Additional User Form.
- 2.7. We may have to suspend the provision of the Services if We have to deal with technical problems or make improvements. We will attempt to contact You to let You know in advance when this occurs, unless the problem is urgent or an emergency.
- 2.8. Unless due to the fault or breach by You, where the provision of the Services is suspended pursuant to clause 2.7 We will endeavour to make arrangements to store Your Items securely elsewhere whilst the provision of the Services is suspended. In such circumstances, We may offer You a refund relating to the length of time that the Services are suspended or increase the length of Your Term accordingly.

### 3. FEE

- 3.1. The fee for the Initial Term will be as set out in the Application Form, the fee for each subsequent Renewal Term will be as set out in the Price List in effect at the commencement of the relevant Renewal Term (the "Fees"). All Fees are inclusive of VAT. All Fees for the Initial Term must be paid in full and cleared funds before we accept your order and all Fees in respect of any Renewal Term must be paid in full and cleared funds before the commencement of the relevant Renewal Term.
- 3.2. Subject to the provisions of these Conditions, in particular clause 11 (Consequences of Termination) and no sums being due to Us from You, the Deposit is refundable upon termination of this Contract.
- 3.3. The minimum Term is 3 months, but normal Term duration is 12 months. It is Your responsibility to monitor when Your Term is due to expire, however We will use reasonable endeavours to notify You before the expiry of the Term that Your Contract is due for renewal by sending written notice to the most recent contact address You have notified Us of in writing in accordance with clause 16. We are not liable for any failure by You to receive, read or act upon any notice sent to You by Us.
- 3.4. We customarily review Our Fees and Deposits once a year. In the event of any increase in the Fees or Deposit We will notify You when Your Contract is due for renewal and give You the opportunity to either renew Your Contract at the revised Fees and Deposits and on the revised Conditions (if they have changed) or to terminate Your Contract.

### 4. ADDITIONAL USER

- 4.1. You shall not open an account to use a Box in the name of or on behalf of any third party.
- 4.2. The Customer may nominate one other person to have equal rights to access, control and add or remove Items to and from the Box as the Customer, by naming that person as an "additional user" on an Additional User Form. Any such person nominated by the Customer and accepted by Us will be an "Additional User". The proposed Additional User must meet Us in person, provide Us with any identification documents We require, agree to these Conditions and sign an Additional User Form before We may accept them as an Additional User.
- 4.3. To confirm, We will not accept any Additional User who fails to pass Our anti-money laundering checks to Our satisfaction. Each Box may only have a maximum of one Additional User at any one time.
- 4.4. We will not be liable to You for any loss or damage You may suffer as a result (directly or indirectly) of the appointment of an Additional User. You shall be liable to Us for any loss or damage suffered which results from or arises in connection with the acts or omissions of any Additional User.
- 4.5. We shall not be bound to accept any instructions We receive from the Customer or any Additional User requesting Us to refrain from either allowing the other to access the Box or from returning any Items to the other.
- 4.6. Except in the case of death, in which case We require sufficient evidence, We will only remove an Additional User on receipt of an original letter signed by the Additional User, or their personal representatives or their solicitor requesting that they be removed as an Additional User.

### 5. DEPOSIT KEYS

- 5.1. There are a total of two keys made available for Your Box ("Keys"). Once all the steps listed in clause 2.6 have been completed, We will make two Keys available for You and we shall not retain the second Key. In these Conditions the phrase "Your Key" shall refer to the Key We make available to You.
- 5.2. You are responsible for the safekeeping of the Keys given to You and You must not allow access to it by anyone other than the Customer or the Additional User. Further, You must not copy the Keys or permit anyone to do so. You (both together and separately) agree to hold Us harmless for any breach of this clause 5 and to pay Us for all loss We may suffer as a result.
- 5.3. The Boxes operate on a dual lock basis, meaning that both the Keys retained by You are needed to open the Box.
- 5.4. All Keys remain the property of Sharps Pixley at all times.

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5.5. You must inform Us immediately on +44 (0) 20 7871 0532 if You or any Additional User lose any Key, if any Key is copied or if any Key is stolen.

5.6. You are responsible (both together and separately) for all costs We incur if You cannot produce Your Key or if You copy Your Key, including all costs associated with obtaining the master copy of the Key from the third party security provider, breaking the Box open if We feel that this is required, replacing the lock and replacing the Keys. In such instances We are not liable for any damage that is caused to the Box or Items or any losses that You may suffer as a result. We reserve the right to apply the Deposit against such sums, and to charge You for the balance. We will not issue replacement Keys until You have paid all sums due to Us and returned any Key that has not been lost to Us.

5.7. We reserve the right to suspend and / or terminate the Contract and require the payment of all sums and costs due to Us from the Customer and the Additional User if We deem, in Our absolute sole discretion, that the Customer and/or the Additional User are losing Keys unreasonably frequently.

5.8. Upon You returning any Key that has not been lost and paying the sums due to Us under this clause 5 We will use reasonable endeavours to issue a replacement Key to You within 14 days of You informing Us of its loss.

### **6. RESTRICTIONS ON SAFETY DEPOSIT BOX USE**

6.1. You undertake that You shall not at any time store any item(s) in the Box you rent from Us that (when the values of all the items in that Box are taken together) exceed £500,000 in value, unless agreed in writing, in advance with Sharps Pixley.

6.2. The size and dimensions of the Box that You are granted a licence to use will correspond with the size of box that You select on the Application Form.

6.3. We reserve the right to refuse to accept or place into a Box any items which We, in Our absolute sole discretion, consider inappropriate.

6.4. By entering into the Contract You will not bring into Our offices or branches or place in any Box any item(s) which are or which We consider in Our absolute sole discretion to be of the type listed in the Schedule 1,(Prohibited Items), or anything that may cause any harm whatsoever to any person, premise or place including (without limitation) the Box, Our offices, branches, employees, agents, contractors, customers or visitors.

6.5. Further, You shall not store, or allowed to be stored, in any Box any items that are stolen or otherwise being stored for the purposes of seeking to put them beyond the reach of law enforcement agencies or any person lawfully entitled to them; this includes any items that are proceeds of crime, under any trade embargo or import restriction and that can be or have been used in acts of terrorism.

6.6. Please note that Sharps Pixley is registered with the Financial Conduct Authority (FCA) in the UK as an Annex 1 Financial Institution (unique identifying number 715680) in relation to safe custody services. As such, We are legally obliged to report to the appropriate UK authorities details relating to any suspicious activity which may include, money laundering, proceeds of crime (including tax evasion) and/or terrorist financing without further notice.

6.7. You are responsible for ensuring that none of the items referred to above are placed in the Box and for complying fully with Your obligations under this clause 6.

6.8. You (together and separately) agree to fully reimburse Us for all liabilities, costs, expenses, damages and losses suffered or incurred by Us as a result of You breaching this clause 6.

6.9. We reserve the right to refuse to store any particular item which We consider to be unsuitable or in breach of these Conditions.

### **7. ACCESS**

7.1. Subject to these Conditions, You can access the Box during the standard opening hours of 54 St James's Street where the Box is located. Our current standard opening hours are as stated in the Application Form but these are subject to change from time to time.

7.2. You are responsible for locking the Box after each time it is accessed by You.

7.3. Access to the Box will be available only to You, on the production of Your Key and such identification documentation as We may reasonably request.

7.4. We are entitled to presume and rely on the authenticity and lawfulness of any identification documentation provided to Us.

7.5. No access will be permitted to the Box if any sums are outstanding to Us at such time. You will comply with Our reasonable instructions when on Our premises and will not do anything that may cause damage or loss to Us or any third party.

7.6. If there has been any loss of or damage to any Items You should inform Us immediately. You shall allow Us to keep any damaged Items for the purposes of inspection, give Us a reasonable opportunity to examine any damaged Items and provide Us with any materials or information (including written details of the damage suffered) that We reasonably require to assess the loss or damage.

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- 7.7. We reserve the right to refuse You access to the Box pursuant to any lawful instructions, notices or orders which We may receive at any time from any lawful or regulatory authority having jurisdiction over the Customer, the Additional User, the Box or the Items. We are not required to notify You in such circumstances.
- 7.8. We additionally reserve the right to permit access to the Box and to Your information to any person exercising judicial, regulatory or statutory powers. We are not required to notify You in such circumstances.
- 7.9. If We receive any of the instructions, notices or orders or other appropriate documentation referred to in clauses 7.7 and 7.8 We reserve the right to terminate the Contract without any liability or refund to You.
- 7.10. You acknowledge that Your rights, and those of any Additional User, with regard to the Box are those of a licensee and nothing in these Conditions grants any right of ownership in the Box or the premises in which it is stored.
- 7.11. You acknowledge that We have no knowledge of the contents of the Box, the purpose of the storage or the use to which the Items may be put at any time or the value of the Items.
- 7.12. You acknowledge that whilst We will maintain reasonable atmospheric conditions, We will not tailor such conditions to the Items and We will not be liable for deterioration of the Items, other than to the extent caused by Our negligence.

### **8. OUR OBLIGATIONS**

- 8.1. We will provide the Services under the Contract with reasonable skill and care.
- 8.2. We will keep the contents of Your Box confidential and will not disclose them to any third party other than for the purpose of providing the Services to You or in accordance with these Conditions (including clauses 7.8 and 7.9) or to the extent required by law.
- 8.3. As a consumer, You have statutory legal rights in relation to services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Conditions will affect their statutory legal rights. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.
- 8.4. In the unlikely event that there is any defect with Our Services, please contact Us and tell Us as soon as possible and please give Us a reasonable opportunity to address and remedy any defect.

### **9. DEATH OR MENTAL CAPACITY**

- 9.1. If You are a private individual and die or become mentally incapable during the Term We shall allow Your personal representatives or lawfully appointed lawyer to open the Box, or shall break open the Box for Your personal representatives or lawyer, in the presence of a lawyer appointed by us, provided that such persons produce to Us on demand:
- 9.1.1. a valid legal engagement letter, grant of probate or letters of administration appointing such persons;
- 9.1.2. evidence of their identity; and
- 9.1.3. indemnity in Our favour in a form satisfactory to Us.
- 9.2. If an Additional User dies during the Term, We will not permit an alternative Additional User to be nominated unless You first supply to Us the death certificate of the deceased Additional User.
- 9.3. If the Customer or the Additional User dies during the duration of the Contract, on production to Us of the applicable death certificate, We shall transfer the applicable account into the name of the surviving party.
- 9.4. If We do not hear from Your personal representative within 6 months of date of death, We will undertake reasonable efforts to trace and contact an appropriate personal representative, the costs of this action shall be met from the balance on Your account or, if insufficient, from the proceeds of the contents of the Box. If it is not possible to locate a personal representative We retain the right to dispose of the contents of the Box and terminate the Contract.

### **10. TERMINATION**

- 10.1. Further to clauses 3.3 and 3.4, unless You inform Us in writing more than seven days before the expiry of the Initial Term and receipt of such notice is acknowledged by Us, this Contract will automatically renew for successive periods of the initial Term, and Our Fees for each period (by reference to Our Price List in use at that point in time) will be automatically debited from Your account by Us either by Direct Debit at the commencement of each successive Term or you will be contacted by a Sharps Pixley employee and asked to pay over the phone with a debit or credit card.
- 10.2. If any payment due to Us remains outstanding for a period of 30 days from the date it fell due We may immediately terminate the Contract by notice in writing to You.
- 10.3. If there is a material breach of Contract by You or Us the non-breaching party may terminate the Contract immediately by serving written notice to the other.
- 10.4. We may terminate the Contract immediately at any time, without any liability to You, if You do not to Our satisfaction pass or continue to satisfy any anti-money laundering checks We conduct at any point.

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10.5. We may cancel the Contract at any time by providing You with at least 30 calendar days' notice in writing. Any Fees paid in advance for Services that have not been provided to You, will be refunded to You less any costs We have or expect to incur.

### 11. CONSEQUENCES OF TERMINATION

11.1. Subject to clause 13, upon termination or expiry of the Contract:

11.1.1. You shall immediately remove all contents of the Box;

11.1.2. You shall immediately return to Us either by hand or by recorded delivery the Keys and any other property belonging to Us that You may have in Your possession;

11.1.3. any outstanding sums and interest due to Us shall become immediately due and payable;

11.1.4. We shall return the Deposit to You, provided that You return the Keys in safe condition and that You have complied with the Contract;

11.1.5. Your rights in relation to the Box shall immediately cease;

11.1.6. Our obligations to You, any Additional User, the Box and its contents shall immediately cease;

11.1.7. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of its cancellation or expiry; and

11.1.8. clauses which expressly or by implication have effect after cancellation shall continue in full force and effect.

11.2. If You fail to comply with clause 11.1, You shall pay to Us (prior to Us releasing the contents of the Box to You) any charges We may incur arising from such failure, including additional storage fees and any sums incurred in returning the contents of the Box to You by such means as We may decide, together with any costs incurred by Us in replacing the lock to the Box, obtaining new Keys, and replacing any receptacle which may have been damaged.

11.3. Notwithstanding clause 13, if within 90 days of the date of termination of the Contract You have failed to remove all contents of the Box, We shall be entitled to access or break open the Box and any receptacle contained within it in the presence of an independent witness (whose signature of an inventory of the contents of the Box shall be conclusive evidence as to such contents) and sell or otherwise dispose of such contents as We see fit in Our absolute sole discretion. After deduction from any proceeds of any disposal of sums due to Us under the Contract, We shall use reasonable endeavours to contact You using Your last known address in order to send any remaining sums to You. If We are unable to contact You after using reasonable endeavours We shall retain such proceeds as Ours. If the sums raised by any disposal do not cover the sums due to Us We reserve the right to recover such sums from You.

11.4. We reserve the right to refuse to return any items to You, and to instead hand them over to any law enforcement agency or appropriate body if asked to do so by such bodies or if We consider that the Box is being used for an unlawful purpose and/or to store unlawful items.

### 12. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

12.1. Nothing in these Conditions limits or excludes Our liability for:

12.1.1. death or personal injury resulting from Our negligence, or the negligence of Our employees, agents and subcontractors; or

12.1.2. fraud or fraudulent misrepresentation; or

12.1.3. any liability that cannot be lawfully limited or excluded under English law.

12.2. Subject to clause 12.1, We have no liability to You for any loss or damage to the contents of the Box which you rent from us where You have breached any of the provisions contained in clause 6 (Restrictions on safe deposit box use).

12.3. Subject to clause 12.1, We have no liability to You for any loss or damage to the contents of the Box which You rent from Us to the extent Our insurers have refused to pay Us in respect of that loss or damage:

12.3.1. as a result of Your failure to comply with any of the obligations contained in clause 13 (Claims Procedure for Loss or Damage) (in whole or in part); or

12.3.2. as a result of an exclusion in Our insurance policy with Our insurance provider as set out in Schedule 2 to these Conditions Our Insurance Policy Details and which We may update from time to time by giving You notice of such updates in writing; or

12.3.3. for any other reason.

12.4. Subject to clause 12.1 and without limiting clause 12.2, Our total aggregate liability to You and Your Additional User in respect of any losses arising under or in connection with this Contract (including loss or damage to the items which you place in the Box) shall in no

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circumstances exceed the amount set out in the Contract and it shall never exceed £500,000, unless it has been agreed with Sharps Pixley.

12.5. You acknowledge that You are responsible for obtaining any additional levels of insurance which You consider are appropriate to the Items.

12.6. If either of Us fail to comply with these Conditions, neither of Us shall be responsible for any losses that the other suffers as a result, except for those losses which are a reasonably foreseeable consequence of the failure to comply with these Conditions at the time We entered into the Contract with one another. We are not responsible for any losses that are unforeseeable.

12.7. In addition, We are not be liable to You for any damage caused to Items in the Box by ordinary wear and tear, gradual deterioration or by atmospheric or climatic conditions. We are not liable for any loss or damage suffered that arises from or in connection with any cash that is placed in the Box.

12.8. We only supply the Box for private use. You agree not to use the Box for any commercial or business purposes, and accordingly We have no liability to You for any loss of profit, loss of business, business interruption, or loss of opportunity.

12.9. We are not liable for any loss or damage which would not have arisen but for Your failure to comply with any of the provisions in these Conditions or in the Contract.

### **13. CLAIMS PROCEDURE FOR LOSS OR DAMAGE**

13.1. In the event that loss and/or damage is caused to the Items and You wish to claim compensation for this, You shall comply with the following claims procedure and also cooperate with Us and Our insurance provider in relation to Our and their investigation of that loss and/or damage. Such cooperation shall include providing such documentation (including but not limited to evidential documents) reasonably requested from You.

13.1.1. You shall complete, execute and return to Us an affidavit listing the contents of Your Box on the date of the loss or damage.

13.1.2. After You have completed Your contents affidavit You shall be interviewed by a representative of or appointed by Us. Subsequent detailed interviews, with the possible assistance of a jeweller or other specialist may be required to establish the identity of the missing Items, their existence, their value and their ownership. If the claim appears to be difficult or quite substantial representatives of our insurance provider may participate at such meetings.

13.1.3. We shall require You to furnish the best available evidence of the existence and value of each Item in relation to which You claim the loss or damage has occurred, for example jeweller's appraisals, insurance valuations, sales receipts, pictures etc.

13.1.4. Subsequently, any clearly identifiable Items may then be returned to You in exchange for You signing a release (partial or full as appropriate).

### **14. OUR RIGHTS OVER CONTENTS**

14.1. In the event of any breach of the Contract by You, We shall have a right (in law referred to as a "lien") which shall supersede all other rights and interests in the Items which We may exercise over all of the Items which shall not be released by Us unless or until You have remedied all such breaches to Our reasonable satisfaction and We have recovered all loss or damage directly attributable to such breaches.

### **15. CIRCUMSTANCES BEYOND OUR CONTROL**

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Conditions that is caused by an Event Outside Our Control.

15.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including (without limitation) any strikes, lock-outs, or other industrial action, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental or court order, rule, regulation, instruction or direction, statutory obligation (including obligations as to health and safety), failure of public or private transport or any action of any government or regulatory body, accident, break down of plant and machinery, flood or storm, other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost), any cut or failure of power, equipment, systems or software, any siege, acts of terrorism, police or security alerts or any resulting precautionary measures taken.

15.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Conditions:

15.3.1. We will contact You as soon as reasonably possible to notify You; and

15.3.2. Our obligations under these Conditions will be suspended and the time for performance of Our obligations will be extended by such period as is reasonable to take account of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of services to You, We will restart the services as soon as reasonably possible after the Event Outside Our Control is over.

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15.4. You may terminate the Contract if an Event Outside Our Control takes place and You no longer wish Us to rent the Box to You. Please see Your termination rights under clause 10. We will only terminate the Contract if the Event Outside Our Control continues for longer than four weeks, in accordance with Our termination rights in clause 10.

### 16. YOUR DETAILS

16.1 It is Your responsibility to ensure that the details which You and Your Additional User provide to Us are correct and to notify Us of any changes. We will not accept any changes unless they are given to Us in writing and signed by the person to whom those details relate.

### 17. CUSTOMER LIAISON

17.1. When taking instructions, We will only deal directly with the Customer and the Additional User, We are under no obligation to notify any other client. When the Customer and /or Additional User visit Us, We will require all relevant information about the account (full name, address, box and reference number and photo ID).

17.2. We do not accept any enquiries regarding the Box over the telephone and We will not give out any information regarding the Box over the telephone.

### 18. HOW WE MAY USE YOUR PERSONAL DATA

18.1. We will use personal information You and Your Additional User provide to Us solely as set out in this clause 16.

18.2. We will use the personal information You and Your Additional User provide to Us to:

18.2.1. administer Your account; and

18.2.2. perform the Contract and allow You to use the Box.

18.3. You agree that We may submit Your name, address and payment record (and the same details in respect of Your Additional User) to external agencies for credit checking, anti-money laundering and identity verification purposes.

18.4. We may disclose Your, and Your Additional User's, personal information to third parties:

18.4.1. in the event that We sell any business or assets, in which case We may disclose Your personal data to the buyer of such business or assets;

18.4.2. if We or substantially all of Our assets are acquired by a third party, in which case personal data held by Us about Our customers will be one of the transferred assets; and

18.4.3. if We are under a duty to disclose or share Your personal data in order to comply with any legal obligation, or in order to enforce the Contract, or to protect the rights, property, or safety of Us, Our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction and to international taxation authorities as may be required.

### 19. OTHER IMPORTANT CONDITIONS

19.1. This Contract is personal to each of You and neither this Contract nor any of its provisions or any Customer obligations or rights or privileges under it may be transferred, assigned or sub-licensed either in whole or in part at any time to any other person.

19.2. No failure by Us to enforce or delay by Us in enforcing any of Our Conditions at any time shall amount to a waiver or release of any of them and shall be without prejudice to any subsequent requirements or action.

19.3. The Contract (Rights of Third Parties) Act 1999 shall apply to this Contract. This means that no person who is not a party to this Contract may bring any action under it.

19.4. We may be required to amend Our Conditions to comply with changes in the law or regulatory and other requirements. The Conditions and conditions which will apply to this Contract are those set out here. In the event of any change at any time to Our Conditions, We will notify You in writing. Our Conditions may not otherwise be varied or amended save in writing by Us signed by Our duly authorised representative. No changes to Our Conditions will be binding on You until twenty-eight (28) days after notification to You of the change.

19.5. If a court or any other competent authority finds that any provision of this Contract and/or these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Contract and/or these Conditions shall not be affected.

19.6. If any invalid, unenforceable or illegal provision of this Contract and/or these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.7. You acknowledge that Your rights with regard to the Box are those of a licensee and nothing in these Conditions grants You any right to ownership in the Box or the premises in which it is stored or otherwise kept.

### 20. CHANGES TO CONDITIONS

20.1. We may revise these Conditions from time to time to reflect:

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- 20.1.1. changes in how We accept payment from You;
  - 20.1.2. changes in relevant laws and regulatory requirements;
  - 20.1.3. changes in how We conduct Our identification and an anti-money laundering checks; and
  - 20.1.4. changes in how We maintain the security of the Box.
- 20.2. If We have to revise these Conditions, We will send written notice of any changes to these Conditions to the contact address given in the Application Form, Additional User Form or in accordance with clause 16. If We make any material change, You can choose to terminate the Contract by notifying Us in writing within thirty days of Our notice of the revision, subject to clause 11.

### **21. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 21.1 We, Sharps Pixley Limited, are a company registered in England and Wales. Our company registration number is 06629106 and Our registered office is at 54 St. James' Street, London, SW1A 1JT. Our registered VAT number is GB 113 9128 35.
- 21.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us regarding any complaints by telephoning Our customer service team at +44 (0)20 7871 0532 or by emailing Us at [info@sharpspixley.com](mailto:info@sharpspixley.com), however please note that further to clause 17, We will not be able to give, or discuss any details regarding a particular account by phone or by email.
- 21.3 If You wish to contact Us in writing, or if any clause in these Conditions requires You to give Us notice in writing (for example, to cancel the Contract), You can send this to Us by e-mail, by hand, or by pre-paid post to Sharps Pixley Limited at 54 St. James's Street, London, SW1A 1JT. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by email, by hand, or by pre-paid post to the address You provide to Us in the Application Form.

### **22. COMPLAINTS, FINANCIAL OMBUDSMAN SERVICE**

- 22.1. We acknowledge that on rare occasions You may not feel fully satisfied with the services provided by Sharps Pixley. If You have a complaint or grievance, please ask a member of staff who will advise You of Our internal complaints procedure. You can also contact Us on +44 (0)20 7871 0532 or through Our website [sharpspixley.com](http://sharpspixley.com).
- 22.2. We are covered by the UK Financial Ombudsman Service and if You are not entirely satisfied with Our response to Your grievance You may be able to refer any complaint to them. The contact details for the Financial Ombudsman Service are as follows:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), Tel. 0800 023 4567 or 0300 123 9 123

### **SCHEDULE 1 PROHIBITED ITEMS**

You will not bring into Our offices or branches or place in any Box any item(s) which are or which We consider in Our absolute sole discretion to be: obscene, defamatory, slanderous, libellous, guns, knives, firearms, ammunition, drugs, plants, plant material, any material which may be the subject of any ban, embargo or import restriction, any proceeds of prostitution nor drug trafficking, chemical, a bacteria or virus, noxious, poisonous, radioactive, corrosive, flammable, explosive or unstable, perishable, living organism, indecent, immoral or offensive.

### **SCHEDULE 2 LOSSES NOT COVERED BY OUR INSURANCE POLICY**

This schedule sets out the exclusions which apply to Our insurance policy with Our insurance provider. Please note that We shall not have any liability to You for any loss or damage to the contents of the Box which You rent from Us where Our insurance provider have refused to pay is in respect of that loss or damage as a result of one or more of the following exclusions. In this schedule, 'Policy' refers to Our insurance policy Our insurance provider; "Assured" refers to Us; and "Insured Property" refers to items.

#### **EXCLUSIONS A. WAR & CIVIL WAR**

This Policy does not cover loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### **B. DISHONEST OR FRAUDULENT ACTS OF BOARD DIRECTORS**

This policy does not cover loss or damage directly caused by, resulting from or contributed to by the dishonesty or collusion of any owner (beneficial or otherwise) and/or director of the Assured acting alone or in collusion with others. This exclusion shall not however apply to any board member, director or officer that does not hold an operational post within the company and does not have direct access to, or means of influencing others to access the interest insured under this policy.



# SAFE DEPOSIT BOX

## TERMS AND CONDITIONS

### **C. CYBER ATTACK EXCLUSION CLAUSE**

- 1.1. Subject only to clauses 1.2 and 1.3 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 1.3. It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical loss of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

### **D. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

(This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith)

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 Any chemical, biological, bio-chemical, or electromagnetic weapon.

### **E. TERRORISM EXCLUSION CLAUSE (SPECIE)**

Notwithstanding any other provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion does not apply

(i) where the proximate cause of the loss is theft of the subject-matter insured, or (ii) when the subject-matter insured is in transit as hereinafter defined.

It is further understood that loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism is excluded.

For the purposes of this clause it is understood that an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purposes of this clause transit is defined as carriage of the subject-matter insured by sea, air or land. Transit does not include any periods when the subject-matter insured is in a warehouse, vault or any place of storage or rest, whether or not in the ordinary course of transit.

# SAFE DEPOSIT BOX

## TERMS AND CONDITIONS

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This clause is subject to English law and practice.

- A.** This policy does not cover consequential loss of any kind.
- B.** This policy does not cover loss from or damage in or on unattended vehicles, unless the property is in the care, custody or control of a competent professional carrier.
- C.** This Policy does not cover loss or damage caused by or resulting from:
  - (i) natural aging, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
  - (ii) any process of manufacture, modification or repair;
  - (iii) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by frost or fire.
- I.** This Policy does not cover loss or damage caused by or resulting from:
  - (i) mysterious disappearance or unexplained loss
  - (ii) loss or shortage discovered while taking inventory.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.