

**THIS CONTRACT** is made on the Date (shown in the Contract Details) between Neelkanth Safe Deposit Limited and the Principal and Additional User(s).

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Conditions the following definitions apply:

- 1.1 **Additional User(s):** means the individual(s) aged 18 or over referred to and identified as such in the Contract Details, including any person who subsequently becomes an Additional User.
- 1.2 **Annual Fee:** means the amount payable annually for the services provided by Neelkanth Safe Deposit pursuant to the terms of this Contract as set out in the Contract Details or on our Price List subject to payment of the first Annual Fee calculated pro rata to the end of the nearest quarter plus a period of 12 months from the date of this Contract.
- 1.3 **Conditions:** these terms and conditions.
- 1.4 **Contract Details:** the contract details on page 3 of this Contract.
- 1.5 **Contract:** this contract under which are incorporated the Contract Details and these Conditions.
- 1.6 **Due Date:** means the date for payment of the Annual Fee and/or the date of invoice in respect of any other charges.
- 1.7 **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.
- 1.8 **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- 1.9 **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 1.10 **Identity Card:** means the magnetic photo identity card issued to each Principal User(s) and any Additional User(s).
- 1.11 **Initial Period:** means the initial term of this Contract being a period of one year commencing on the Due Date.
- 1.12 **Key Deposit:** means the sum referred to in the Price List as amended from time to time payable for two Keys issued in respect of the Locker.
- 1.13 **Keys:** means two identical keys issued in respect of the Locker.
- 1.14 **Locker:** means the safe deposit box allocated to you and located within the vault at the Premises.
- 1.15 **Minor(s):** means any person (s) under the age of 18 years of age.
- 1.16 **Neelkanth Safe Deposit:** Neelkanth Safe Deposit Ltd (company number 08146944) whose registered office is at Bank House 335-337 Harrow Road, Wembley Triangle, Wembley, London, Middlesex, HA9 6BB.
- 1.17 **Premises:** means our offices and the vault at 436-440 Brighton Road, South Croydon, CR2 6AP
- 1.18 **Price List:** the list of charges (as amended from time to time) payable by the Principal User(s) to Neelkanth Safe Deposit as published on our website and copies of which are also available at our Premises.
- 1.19 **Principal User(s):** means the individual aged 18 or over referred to and identified as such in the Contract Details.

- 1.20 **Renewal Date:** Each successive anniversary beginning from the nearest quarter to the start date, recurring annually for the locker rentals that are due in advance.
- 1.21 **Services:** means the supply of safe deposit services by Neelkanth Safe Deposit to the Principal User(s) and Additional User(s) pursuant to this Contract.
- 1.22 **Start Date:** means the date of this Contract as shown in the Contract Details.
- 1.23 **Term:** means the period commencing on the Start Date and ending on the termination of this Contract howsoever caused.
- 1.24 **Termination Date:** means the date upon which the Contract may be terminated by either party as set out in clause 15.
- 1.25 **You:** references to 'you' and 'your' apply to all persons named as the Principal User(s) and all Additional User(s) unless otherwise stated.

### 2. INTERPRETATION

Subject as otherwise provided by this Contract, all references in this Contract (unless otherwise stated) are subject to the following provisions:

- 2.1 a person or persons shall include any natural person, company, firm, partnership, trust, public body or other organisation;
- 2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 2.3 references to 'paragraphs' or to 'paras' are to paragraphs of this Contract;
- 2.4 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 2.5 all references made in the singular shall include the plural and vice versa where the context so permits;
- 2.6 unless the context requires, a reference to one gender shall include a reference to other genders;
- 2.7 any phrase introduced by this Contract including any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.8 all headings used in this Contract are for ease of reference only and shall not affect the interpretation of this Contract.

### 3. APPLICATION OF THIS CONTRACT

- 3.1 This Contract will govern the entire relationship between Neelkanth Safe Deposit and each Principal User(s) and any Additional User(s) for the duration of this Contract.
- 3.2 Upon payment by you of the Annual Fee and Key Deposit we grant the Principal User(s) a licence to use the airspace within the Locker for storage on the terms of this Contract.
- 3.3 **IMPORTANT NOTICE:** You should read this Contract carefully. Your signature of the Contract will be treated by us as your acceptance of all the terms and conditions set out herein and will serve as evidence that you have read and understood them.
- 3.4 You should note in particular the contents of paragraphs 7 and 8 (concerning supervision of the Services and disposal of contents of Locker), paragraph 17 'our liability to you' (which contains certain limitations and exclusions), paragraph 17.8 (which contains an 'indemnity' which we require from you), paragraph 24 (which sets out certain rights which we may exercise over all contents of the Locker) and paragraphs 9 and 10 (concerning your liability for keys, cards and codes).
- 3.5 If you are entering into the Contract as a consumer these Terms do not affect your statutory rights.

#### 4. LOCKER HOLDERS

4.1 Each Principal User who has been named originally in and signed this Contract may by notice to us in writing remove or add Additional Users as follows:

- a) Where there is 1 Principal User, the Principal User can add:
  - (i) up to 2 Additional Users; or
  - (ii) 1 Principal User and 1 Additional User;
- b) Where there are 2 Principal Users, the Principal Users can add 1 Additional User only

We will not be obliged to make any enquiry into the genuineness of any such authority.

4.2 Such Additional Users will be bound by the terms of this Contract and such Additional Users must sign this contract agreeing to be bound by the terms of this Contract.

4.3 The Principal User(s) and all Additional Users will be bound by all the terms of this Contract and each Principal User will be liable for any breach of the terms of this Contract including any breaches whatsoever caused by any Additional Users.

4.4 We will not enter into a Contract with an organisation, body corporate unless it appoints by notification given to us in writing 1 or 2 individuals to be Principal User(s).

4.5 We will not be responsible for implementing any Contract or arrangement between the Principal User(s) and any Additional Users as to their use of and/or access to the Locker.

4.6 If at any time, there are more than one Principal Users, any rights granted in this Contract, subject to clause 4.7, may be exercised by any of the Principal Users. Any one of the Principal Users may give us instructions in relation to the Locker. We will not be responsible for implementing any agreement or arrangement between two Principal Users.

4.7 The following require joint instructions from both Principal Users:

- a) Adding and removing any Additional Users;
- b) Removing and replacing a Principal User;
- c) Replacing lost or stolen keys;
- d) Terminating the Contract.

4.8 We are under no obligation to inform other Additional Users about the instructions received from the Principal User(s) including (but not limited to) if the Principal User(s) remove the contents of the Locker or terminates this Contract.

4.9 We will also not be involved in any dispute as to the ownership of any items deposited in the Locker.

4.10 We shall only take instructions from the Principal User(s) or the last surviving Principal User's personal representatives or trustee in bankruptcy in the event that he or she has died or become bankrupt.

4.11 We may make a management charge of the sum set out in our Price List for each appointment and removal of a Additional User together with a charge for the issue of an Identity Card.

#### 5. FEES, DEPOSIT, CHARGES & PAYMENT

##### Annual Fee

5.1 The Principal User(s) are liable to us for the Annual Fee, which must be paid on or before the Start Date and on each Renewal Date.

5.2 Neelkanth Safe Deposit reserves the right to increase its Annual Fee and other prices at our discretion.

##### Key Deposit

5.3 The Key Deposit must also be paid by the Principal User(s) to Neelkanth Safe Deposit on or before the Start Date.

5.4 Subject to the provisions of this Contract, the Key Deposit is refundable on termination or expiry of this Contract, provided that the Principal User(s) and all Additional Users return intact to us both Keys and Identification Cards for the Locker and all monies owing to us under this Contract have been paid in full.

5.5 Pursuant to this Contract, the Key Deposit is not subject to VAT. However we reserve the right to apply VAT if and when VAT becomes applicable.

##### Other charges

5.6 All other charges that may be payable by the Principal User(s) at any time, whether in relation to additional services or any other charges which you may from time to time incur, are as set out in our Price List.

5.7 Any additional charges are payable by the Principal User(s) in the case of any additional services required in advance and (in the case of all other charges) on demand.

##### Method of Payment

5.8 All payments may be made at our Premises by cash, cheque, credit, or debit cards. Cheques sent by post are also permitted and an acceptable method of payment. Your locker number must be cited as a reference on the reverse of any cheque sent to us by post. Bank transfers direct to our bank account are also permitted for all payments other than the first payment made to us upon entering into this Contract with us.

5.9 We may review our payment procedures from time to time and the Principal User(s) will be notified of any changes implemented or new payment methods introduced by us.

5.10 We will not treat any amount due and owing to us at any time as paid until we are in receipt of cleared funds for the total amount owed. We will issue the Principal User(s) with an invoice detailing all Services agreed and the amount due to us.

##### Currency and VAT

5.11 The Annual Fee and the Key Deposit and all our prices and charges are quoted in British Pounds Sterling (£) and are, unless otherwise stated, exclusive of Value Added Tax ('VAT') at the prevailing rate and where applicable.

##### Price List

5.12 Our Annual Fee and other prices are as stated in our Price List. Our Price List is amended periodically. A copy of our latest Price List is available from our offices and published on our website at [www.neelkanthsafedeposit.com](http://www.neelkanthsafedeposit.com).

#### 6. LATE PAYMENT, NON-PAYMENT & ADDITIONAL CHARGES

6.1 All Fees and/or monies due under this Contract are to be paid within the time periods stated in this Contract and/or the Price List ('Due Dates').

6.2 If the Principal User(s) fail to pay any sums due to us at any time by the Due Date, we shall be entitled to charge the sum set out in the Price List published on [www.neelkanthsafedeposit.com](http://www.neelkanthsafedeposit.com) and as amended from time to time'. This charge shall be payable per calendar month for every month or part month from the Due Date until the date of actual payment.

6.3 Partial payments made towards the outstanding balance will be applied in the following order:

- a) Additional charges accrued to date of payment;
- b) any amounts payable in respect of fees due for other services rendered/performed in accordance with the Price List;
- c) any amounts payable in respect of the Annual Fee; and
- d) any other charges arising out of this Contract.

## 7. **SUSPENSION OF THE SERVICES**

- 7.1 In the event of non-payment by the Due Date of the Annual Fee or any of our charges applicable from time to time, we reserve the right to immediately suspend the Services without further notice.
- 7.2 If paragraph 7.1 above applies:
- we will not allow access to the Locker; and
  - all our liability to the Principal User(s) in respect of any of the contents of the Locker shall cease, until such time as all outstanding amounts have been paid to us in full together with any other costs, charges, expenses and additional charges.

## 8. **DISPOSAL OF CONTENTS OF LOCKER**

- 8.1 Following termination of this Contract howsoever caused, and in the event that the Principal User(s) have not cleared the full outstanding balance of monies due to us within 30 (thirty) days of the Termination Date, we shall be entitled, having given not less than 30 (thirty) days' notice of our intention to do so, to drill out the lock to access the contents of the Locker.
- 8.2 In the event that we drill out the lock to gain access to the Locker, we shall do so in the presence of a Neelkanth Safe Deposit manager and another person nominated by us ('Witnesses').
- 8.3 An inventory of all items found in the Locker shall be made and shall be signed by the Witnesses and such inventory shall be conclusive as to the nature, description and amount of any items found in the Locker.
- 8.4 Any Notice served by us under this paragraph 8 shall set out the date and time when drilling the Locker is to take place and will be sent out no less than 30 (thirty) days in advance of the appointed date.
- 8.5 We shall be entitled to dispose of the contents of the Locker opened pursuant to this paragraph 8 in such manner as we shall, acting in our sole discretion, think fit including, without limitation, by way of sale, auction or destruction and without further notice to you. Our rights in relation to the contents of any Locker opened pursuant to this paragraph are set out more particularly below.
- 8.6 We shall be entitled to recover from the proceeds of such disposal or directly from the Principal User(s) (including by way of deduction from the Key Deposit) the Annual Fee, costs, charges and any additional charges which are outstanding to us as at the Termination Date and all further costs, charges and expenses which we may reasonably incur in relation to drilling out the lock and gaining access to the Locker pursuant to this paragraph (or otherwise as the case may be).
- 8.7 We will apply the proceeds from any disposal in the order set out at paragraph 6.3.
- 8.8 Any items that are not disposed of or destroyed will be held by us at a charge (at our sole discretion) in a manner that we deem appropriate.
- 8.9 We shall have the right to destroy or discard any items and we shall not be liable to you for any consequences arising from their destruction or discarding.
- 8.10 Any cash recovered will be deposited into a sterling denominated client account managed by us. Such cash will be retained by us for a period of 6 years from the date of disposal of the contents of your locker pursuant to paragraph 8.5.
- 8.11 Any cash recovered by us that is not in GBP sterling will be converted into sterling at the prevailing retail exchange rate and deposited pursuant to paragraph 8.10 above for a maximum period of 6 years.
- 8.12 If any cash, proceeds thereof, or other items remain unclaimed for more than six years, they will be forfeited to us.

- 8.13 We shall be entitled to a fee for management charges for setting up and maintaining the sterling denominated account and may make a report concerning these events to HM Revenue and Customs.

## 9. **KEYS**

- 9.1 There are a total of two Keys made for each Locker. Both of these Keys are available for use by the Principal User(s) and all Additional Users. We will give these Keys to the Principal User(s) at the time of opening the account.
- 9.2 The Key Deposit must be paid at the time of opening the account. The Key Deposit is non-refundable in the event that both Keys and all Identity Cards are not surrendered on termination of this Contract.
- 9.3 Each Principal User is responsible for the safe-keeping of both Keys at all times.
- 9.4 We do not retain a copy of the Keys.
- 9.5 We cannot access the Locker once the Keys have been released to the Principal User(s) without drilling the lock to the Locker.
- 9.6 Neither the Principal User(s) nor any Additional Users are entitled to make or have made nor are they entitled to allow any other person to make or have made a copy of the Keys or any of them.
- 9.7 All keys remain the property of Neelkanth Safe Deposit at all times.
- 9.8 The Principal User(s) must notify us in writing immediately in the event that any of the Keys are mislaid or lost. We will in such circumstances replace the lock to the Locker and provide two new Keys to the replacement lock subject to prior payment by you to us for the relevant costs as set out in our Price List.
- 9.9 In the event of any Keys being lost we will only accept instructions to drill the Locker from the Principal User(s).

## 10. **IDENTITY CARD**

- 10.1 When the Principal User(s) open the account we will issue him/her and all Additional Users with an Identity Card and every individual will be required to register on our Biometric Registration System and provide relevant biometric data.
- 10.2 The Principal User(s) and all Additional Users are responsible for the safe-keeping of their Identity Card at all times.
- 10.3 The Principal User(s) and all Additional Users are prohibited from giving or lending the Identity Card or disclosing the unique user PIN number, if applicable, to any other person.
- 10.4 All Identity Cards remain the property of Neelkanth Safe Deposit at all times.
- 10.5 The Principal User(s) must notify us immediately in writing in the event that an Identity Card is mislaid or lost. We will in such circumstances replace the Identity Card subject to prior payment to us of the relevant charges as set out in our Price List.

## 11. **LOCKER AND CONTENTS OF LOCKER**

- 11.1 The Principal User(s) and any Additional User(s) must not bring into our Premises nor place in a Locker and ensure that no Locker contains:
- anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libellous, noxious, poisonous, corrosive, inflammable, explosive or unstable;
  - any guns, knives, fire-arms, ammunition, chemicals, drugs, plants or plant materials, any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction;
  - any proceeds of prostitution, drug trafficking, or other crime;

- d. any cash or other items which represent the proceeds of any income or capital gain on which all relevant taxes, duties and other imposts have not been paid when due;
  - e. anything which has or may be used in any act of terrorism or which will or may cause any harm whatsoever to any person, premises or place including (without limitation) to the Locker or to our office, employees, agents, contractors, customers or visitors;
  - f. anything which is otherwise unlawful or dangerous.
- 11.2 **IMPORTANT NOTICE:** Neelkanth Safe Deposit is regulated by the Financial Conduct Authority in the UK ('FCA') and we therefore require you to ensure that no contents deposited in your Locker represent the proceeds of crime (as more specifically set out in the Proceeds of Crime Act 2002). We are under a legal obligation to report to UK authorities any suspicions of, without exclusion or limitation, money laundering, proceeds of crime (including tax evasion) and/or terrorist financing without further notice.
- 11.3 The Principal User(s) and all Additional Users will until termination of this Contract retain full and exclusive possession of the contents of the Locker and we shall not be responsible as bailee of the contents and shall not be deemed to have any actual, implied or constructive knowledge of the contents of the Locker.
- 11.4 The Principal User(s) may, subject to availability upgrade or downgrade the size of the Locker subject to availability.
- 12. ACCESS**
- 12.1 We will inform you of the procedures which you must follow to access the Locker at the time you open your account with us or on the occasion of your first visit. Your access to the Locker is subject to the Conditions set out herein.
- 12.2 Access to the vault and Locker will be provided to the Principal Users and all Additional Users (but not to any other party with or without their consent except as is required by law) in accordance with such regulations and security procedures as we shall determine from time to time and as are displayed on the access door to the vault of the safe deposit centre.
- 12.3 We reserve the right to refuse access to the Locker if the Annual Fee or other moneys due under this Contract remains unpaid by the Principal User(s).
- 12.4 Entry to the vault will only be permitted to those who have an Identity Card and Keys. No third parties or persons under the age of eighteen years will be permitted entry.
- 12.5 All items to be stored in the Locker must be held within the inner container located in the Locker. Inner containers may only be opened in the cabins provided within the vault.
- 12.6 We accept no responsibility for the behaviour of any third party within the vault and/or Premises.
- 12.7 Unaccompanied minors are not permitted access to our Premises and must not be left unattended at any time within our Premises. Minors are not permitted entry to the vault under any circumstances whatsoever.
- 12.8 The Principal User(s) and all Additional Users and any third party accompanying them must, at all times, refrain from any abusive, derogatory, denigrating or threatening behaviour against all our staff. We reserve the right to deny access to our Premises to any person who engages in such conduct and/or behaviour.
- 12.9 A record of all access to our vault is stored on our computers and is available on request by the Principal User(s) upon payment of the appropriate fee as set out in our Price List.
- 13. LAWFUL SUSPENSION OF SERVICE & COOPERATION WITH LAWFUL AUTHORITIES**
- 13.1 Pursuant to any instructions, notices or orders which we may receive from time to time from any local, national or supra-national authority (including any Court of law) having jurisdiction in England ('Lawful Authorities'), we may (acting in our sole discretion) refuse any person access to our Premises and to any of our Lockers and to all/any of their (or its) contents at any time ('Lawful Suspension of Service').
- 13.2 We also reserve the right (acting in our sole discretion) to allow access at any time to our Premises and to any Locker and to all/any other information, notes, correspondence and records which we may from time to time hold in whatever form or media and to show, deliver up, release or provide copies of the same in each case to such Lawful Authorities as we may be directed or to grant access pursuant to any such instructions, notices or orders. We are not required to notify you in such circumstances.
- 13.3 In the event that we receive any instruction, notice or order pursuant to paragraph 13.1 above, we reserve the right, without prejudice to any other rights we may have under this Contract, to terminate or suspend this Contract.
- 14. COMMENCEMENT, DURATION AND RENEWAL**
- 14.1 This Contract will commence on the Start Date and will be renewed on each Renewal Date, unless it is or terminated in accordance with the provisions of paragraph 15.
- 14.2 We reserve the right, in our sole discretion, not to renew this Contract upon a Renewal Date.
- 15. TERMINATION**
- Termination on Notice**
- 15.1 We may terminate this Contract without providing any reason by giving each Principal User not less than 30 (thirty) days' written notice of our intention to do so.
- 15.2 In the event that we terminate this Contract at any time before a Renewal Date, we will refund to you pro rata the balance of the Annual Fee for the unexpired period.
- 15.3 If you terminate the Contract before a Renewal Date, we will not refund any of the Annual Fee to you.
- 15.4 In the event that we have not received payment of all amounts due and owing to us by the expiry of a period of 60 (sixty) days following the Due Date on which the first amount outstanding became due under this Contract, we shall be entitled to terminate this Contract on giving you not less than 30 (thirty) days' written notice. On the expiry of such notice period ('Termination Date'), this Contract shall terminate, and we shall be released from all further obligations to you.
- 15.5 The Principal User(s) may terminate this Contract at any time by giving not less than 30 (thirty) days' written notice of his/her intention to do so. Such termination shall take effect following: our receipt of all Keys and Identity Cards relating to the Locker; and collection of all items remaining in the Locker and payment of all sums due under this Contract.
- 15.6 Upon termination of this Contract, we will refund to you the Key Deposit less any sums due to us under this Contract.
- Immediate Termination**
- 15.7 We may terminate this Contract immediately in the event:
- a. that we become aware of or reasonably suspect any breach of the terms of paragraph 11;
  - b. we become aware of any abusive, derogatory, denigrating or threatening behaviour against any of our staff by either the Principal User(s) or any Additional User(s) or any third parties accompanying them;
  - c. of a material breach by the Principal User(s) and any Additional User (s) of any of the terms of this Contract which has not been remedied within 30 (thirty) days of our notice to the Principal User(s) in writing specifying the nature of the breach and the remedy required;
  - d. that the Principal User(s) become unable to pay his/her debts as and when they fall due for payment (and s/he may do likewise in the event that this happens to us);
  - e. a petition in bankruptcy is presented against the Principal User(s) or s/he is declared bankrupt or analogous proceedings are taken in respect of the Principal User(s) which is body corporate.

## 16. CONSEQUENCES OF TERMINATION

### 16.1 Upon termination of this Contract:

- a. all outstanding fees, charges and additional charges as appropriate due to us shall immediately be paid by the Principal User(s);
- b. The Principal User(s) shall be required to immediately remove all contents from the Locker;
- c. Save for the purposes of paragraph 16.1(b), all rights of access to the Locker whether by the Principal User(s) or any Additional User(s) shall immediately cease;
- d. The Principal User(s) and any Additional Users shall immediately return to us by hand or by recorded delivery all Keys and Identity Cards relating to the Locker in their possession or control; and
- e. The Principal User(s) will remain liable for any breaches of this Contract prior to the date of termination and all provisions which are intended to remain in force after termination shall continue to apply.

16.2 In the event that, contrary to the above requirements, we do not receive all keys and identity cards and/or the Principal User(s) does not remove all remaining contents of the Locker, the Principal User(s) shall be liable for and shall pay to us on demand all relevant charges set out in our Price List, together with such additional charges as are appropriate (accruing in accordance with the provisions of paragraph 6, if any, and all other costs and expenses which we may reasonably incur). The Principal User(s) will continue to be liable for and must pay to us all Annual Fees until such time as we are in receipt of all Keys and Identity cards and s/he has vacated the Locker. If the above requirements have not been met following a period of 30 (thirty) days after the end of the Termination Date, we shall be entitled to take all the steps detailed in paragraph 8.

16.3 Neither the expiry of the Term nor the termination of this Contract for any reason will affect any rights or liabilities which have accrued prior to expiry or termination nor affect any of our terms which are intended (whether expressly or by implication) to survive expiry or termination nor such or such part of our terms as shall be necessary to survive in order to properly interpret and/or give effect to such provisions.

## 17. LIABILITY

### Risk & Insurance

17.1 Any item kept in the Locker will be entirely at The Principal User(s)' and any Additional User's exclusive risk.

17.2 We will not provide either the Principal User(s) or any Additional User(s) with the benefit of any policy of insurance in respect of the contents of the Locker. The Principal User(s) and all Additional Users acknowledge that they must make their own arrangements for insuring the contents of the Locker or any items in transit either within or outside of the vault or any part of the Premises against all risks.

17.3 We have no knowledge of the value of the contents of the Locker and will not be deemed to have such knowledge in consequence of any information which is given to us.

### Exclusion of liability

17.4 Without prejudice to other terms of this Contract, we exclude responsibility for any loss or damage which occurs as a consequence of or in connection with:

- a. the acts or omissions of any third parties;
- b. acts or omissions of the Principal User(s) or any Additional Users;

- c. a breach by either the Principal User(s) or any Additional Users of any of our Conditions or of any instructions issued by us from time to time;
- d. any negligent or deliberate act or default of our servants or agents which causes loss or damage to items in your Locker other than that resulting from our wilful default;
- e. ordinary wear and tear, natural deterioration or atmospheric or climactic conditions; or
- f. non-property related damage, 'indirect' or 'consequential' losses, including (without limitation) any loss of data, profits, revenue, turnover, sales, production, anticipated savings, goodwill, business opportunities or contracts, or any other economic loss whatsoever (whether direct or indirect) arising out of or in connection with this Contract.

17.5. None of the provisions of this paragraph 17 nor of any other provision of this Contract shall have the effect of excluding or limiting our liability which we are prohibited by law from excluding or limiting, including (without limitation) in respect of personal injury or death which results from our own acts or omissions or from the negligent acts or omissions of our employees or agents whilst acting within our authority or instructions.

### Circumstances beyond our control

17.6 We are not liable to you in the event that we are unable to perform any of our obligations to you or our performance of any of them is hindered or delayed due to any circumstances outside of our reasonable control, including (without limitation), as a consequence of:

- a. any strikes, lock-outs, labour disputes, or other industrial action;
- b. any siege, acts of terrorism, police or security alerts or any resulting precautionary measures taken;
- c. failure of public or private transport;
- d. acts of God, fire, flood or storm, other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost), war, riot, civil commotion, or malicious damage;
- e. compliance with any law or governmental or court order, rule, regulation, instruction or direction, statutory obligation (including obligations as to health and safety);
- f. any action of any government or regulatory body; or
- g. accident, break-down of plant and machinery, any cut or failure of power, equipment, systems or software.

### Indemnity

17.7 The Principal User(s) shall fully indemnify Neelkanth Safe Deposit (which means s/he must fully compensate us for) and pay us all costs, charges, expenses, claims or damages that we incur or which are made against us in the event of any breach by the Principal User(s) or any Additional User(s) of paragraphs 11.1 and 11.2 in respect of all and any harm, damage or loss whatsoever or howsoever incurred that we or any of our employees, agents, contractors, customers or visitors to our Premises suffer.

17.8 The Principal User(s) or any other Additional User(s) will not involve us or join us as a party to any disputes as may arise between the Principal User(s) and any Additional User(s) or any other third party. In the event that we are required by law to provide evidence on behalf of the Principal User(s) or any Additional User(s), the Principal User(s) will indemnify us against all costs and expenses so arising in full and in advance of us providing such evidence.

## Joint Liability

17.9 Unless expressly provided otherwise, where there is more than one Principal User, the Principal Users shall be jointly and severally liable for their obligations and liabilities under this Contract.

17.10 Neelkanth Safe Deposit may take action against, grant time or other indulgence to, or release or compromise in whole or part the liability of, any one of the Principal Users in respect of any indemnity, representation or other obligation under this Contract without affecting the liability of the other Principal User who is liable (whether jointly and severally or otherwise) in respect of that indemnity, representation or other obligation.

## 18. NOMINEE

We may (in our sole discretion) allow access to the Locker to any person nominated by the Principal User(s) in any letter, which we may receive from him/her bearing his/her signature and on production of suitable identification from such person. We are not liable to the Principal User(s) in the event of any loss or damage which he or she may thereby incur but the Principal User(s) will be liable to us in the event that we incur any loss or damage.

## 19. DEATH OF PRINCIPAL USERS

19.1 On the death of one of the joint Principal Users, the surviving Principal User shall be solely responsible for any liability and obligation arising from the Contract. Upon the death of one of the joint Principal Users, the Principal User's rights arising from this Contract shall be exercised by the surviving Principal User.

19.2 In the event of the death of the last surviving Principal User, access to the Locker by any other Additional Users will be suspended immediately and those Additional Users will be notified accordingly in writing.

19.3 We are under no obligation to allow access to the Locker to any person claiming to be a Principal User's personal representative, unless such person shall produce to us on demand a valid grant of probate or letters of administration appointing such person as the executor or administrator of the Principal User's estate.

19.4 We may in our absolute discretion, upon production of such evidence as we shall determine suitable and upon receipt of an indemnity in such form as we shall reasonably require, allow access to the Locker to such person or persons requiring such access solely for the purposes of inspection with a view to producing a probate valuation.

19.5 Nothing in this paragraph 19 shall affect the entitlement of any other person authorised pursuant to this Contract to access the Locker.

## 20. YOUR DETAILS

20.1 It is the responsibility of the Principal User(s) to ensure that the details which s/he provides to us are correct and to notify us of any changes particularly in relation to a change of address for any Additional User(s). We will not accept any changes unless they are given to us in writing by the Principal User(s) and signed by him/her. We will also require proof of address documents (as set out in paragraph 20.2 below) in respect of any new address for either the Principal User(s) or any Additional User(s).

20.2 The Principal User(s) and every Additional User will on or before entering this Contract meet with our representatives at our Premises and will agree to our taking and retaining for our records for so long as we shall require a photograph of each showing full face without glasses or headgear below the hairline or forehead. In addition we will require from each individual the following details and/or documents:

- a. full name and title;
- b. nationality;
- c. date of birth;

- d. occupation;
- e. address;
- f. telephone numbers;
- g. current passport or driving licence;
- h. recent utility bill (not mobile phone bill), bank statement or council tax bill;
- i. such other documents as we may require to verify and validate your identity and address;
- j. biometric data.

20.3 We are permitted to take and retain copies of the documents referred to in Condition 20.2 above.

20.4 We may also use third parties to verify and validate the identity and proof of address provided by the Principal User(s) and Additional User(s) and they consent to their personal data being provided to such third parties for these purposes.

## 21. DEALING WITH CORRESPONDENCE, INSTRUCTIONS, QUERIES AND REQUESTS

21.1 Where we receive any correspondence, instruction, query or request from any Additional User we will correspond and deal directly with the Principal User(s). We are under no obligation to notify any other Additional User(s) of any correspondence, instruction, query or request received at any time from the Principal User(s). All correspondence with us should clearly set out the name of the individual, his/her address, and the relevant Locker number.

21.2 All reminders notices and other written communications will be charged to the Principal User(s) at such rate as may be prescribed in our Price List from time to time.

## 22. AUTHORITY

22.1 We will treat all notices, correspondence, instructions, queries or requests (including for access to the Locker) which we receive at any time as having been sent, given to or made of us with the complete and unconditional authority of the Principal User(s).

22.2 The Principal User(s) shall not transfer or sublet the Locker or permit any other person other than named Additional Users to use the Locker.

22.3 We will require identification documents for anyone to access the Locker and conduct complete identification and verification checks before deciding whether or not we can grant access to the Locker.

## 23. DOCUMENTATION, INFORMATION AND PRICE-LISTS

23.1 We make every effort to ensure the accuracy of the information contained in all our documents, notices, Price List and other information published by us from time to time, including on our website. However, content may be subject to change from time to time. In the event of any change we will notify you in writing. Where such documentation, notices, Price List or other information normally appears on our website we will post updates on our website. This paragraph does not apply to changes to our Terms which are dealt with by paragraph 29.5.

## 24. OUR RIGHT OVER CONTENTS

24.1 In the event of any failure at any time by the Principal User(s) and/or any Additional Users to observe any or any breach of any of their obligations to us (including without limitation in respect of any payments, costs, charges or expenses and any additional charges thereon) we shall have a right (called in law 'a lien') (which shall supersede all others) which we may exercise over all of the contents of the Locker and which (in the extent of its exercise) shall not be released by us unless or until the Principal User(s) has remedied all such failures and/or breaches to our reasonable satisfaction and we have recovered all loss or damage to us directly attributable to such failures and/or breaches.

## 25. DATA PROTECTION

25.1 The Data Protection Act 2018 (the 'Act') governs the rights of 'data

subjects' in relation to 'personal data' which is 'processed' by a 'data controller' (all as defined in the Act). Neelkanth Safe Deposit is bound by the provisions of the Act and is a 'data controller' for the purposes of the Act of all 'personal data' relating to the Principal User(s) and all Additional Users in its possession.

25.2 Personal data which we obtain from the Principal User(s) and any Additional User(s) is used solely for the purposes of or in connection with:

- a. administering your account and in connection with the proper performance of our contractual obligations to you;
- b. the maintenance of our accounts records, tracing and verification in accordance with our security procedures;
- c. validating identity and proof of address documents with third parties.

25.3 The Principal User(s) and all Additional User(s) authorise us to use the personal data which we obtain for these purposes. We may, and they authorise us, to pass on such of this information as may be required from time to time in connection with the recovery of any partly or wholly unpaid debts.

25.4 We may disclose personal data to any of our 'group' companies from time to time, which expression shall include all our associated companies including any subsidiary or holding company as defined in the Companies Act 2006 (as amended) or company under the same ownership.

25.5 We may use personal data in connection with marketing and promotions but only where express permission has been obtained from the Principal User(s) and all Additional User(s). We do not authorise others to do so.

25.6 We will not otherwise transfer personal data to third parties save as permitted under the provisions of the Act or as required by law. If we wish to use personal data for any other purpose or to pass it on to any other third parties for any reason notification requesting prior consent will be sent to the Principal User(s) and all Additional Users.

25.7 If either the Principal User(s) or Additional User(s) wish to make a request for access to or removal of their personal data, require details of their personal data which we hold relating to those individuals or have any queries relating to data protection, these be directed to the Data Manager in writing at [compliance@neelkanthsafedeposit.com](mailto:compliance@neelkanthsafedeposit.com).

25.8 For further information on how we treat personal data and keep it secure please refer to our data protection policy and privacy policy on our website at [www.neelkanthsafedeposit.com](http://www.neelkanthsafedeposit.com). Further information concerning data protection and the rights of a 'data subject' can be found at the website of the Information Commissioner at [www.ico.org.uk](http://www.ico.org.uk).

25.9 We are registered with the General Data Protection Regulation authority under ID number ZA089601.

## 26. CONFIDENTIALITY

26.1 We treat all information which is supplied to us at any time in confidence. We will not disclose any such information to any third parties save as authorised or as otherwise provided for by the terms of this Contract. We take proper and reasonable steps to maintain the confidentiality of such information during the period of our contractual relationship. We are not responsible for the disclosure, loss or theft of any such information or any documentation or materials containing any such information where the subject matter was at that time already in the public domain. We may from time to time be required to disclose such information to third parties pursuant to paragraph 13 and may lawfully do so without being in breach of this paragraph or any other duty which we owe to the Principal User(s) and any Additional User(s).

26.2 It is the responsibility of the Principal User(s) and all Additional

Users to keep safe any Keys and Identity Cards and to keep secret any passwords and/or codes which they may use or which we may provide to them from time to time. We are not responsible for any consequences (of whatever nature) arising from their loss of such Keys or Identity Cards or from their disclosure of such passwords or codes.

## 27. NOTICES

27.1 All documents, notices and other information which we may issue or which we are required to give from time to time will be sent by us by prepaid post marked for the attention of the Principal User(s) and to the postal address for that person set out in the Contract Details or as subsequently notified to us by that person in advance in writing.

27.2 All such documents, notices and other information shall be deemed to have been duly served 4 (four) days after posting in the case of an address in the United Kingdom and 14 (fourteen) days after posting in the case of an address outside of the United Kingdom. We are not required to copy any such documents, notices or other information to any other persons including any other Additional User and service by us on the Principal User(s) shall be deemed to be service on all Additional Users.

27.3 All documents, notices and other information which you may issue or which you are required to give to us from time to time must, save as otherwise expressly provided for in our Conditions, be sent to us at: c/o The Branch Manager at 436-440 Brighton Road, South Croydon, CR2 6AP, by pre-paid first class post and bear or be accompanied by a letter bearing the Principal User(s)' original signature. All such documents, notices and other information shall be deemed to have been duly served on the date of our actual receipt of the same. We are entitled to treat such documents, notices or information received by us from the Principal User(s) as having been issued to us with his/her authority and duly served by him/her on all Additional Users.

## 28. WEBSITE & EMAIL

28.1 Our website is [www.neelkanthsafedeposit.com](http://www.neelkanthsafedeposit.com) (or such other website address as we may notify you of from time to time) ("Website").

28.2 We do not use linking or framing on our Website and we are not responsible for the content, policies or services of any other persons or sites linked to or accessible via our Website.

28.3 Use of our Website is subject to the terms and conditions of the Website as posted from time to time.

28.4 Any communication from us via email will only be made from an authorised Neelkanth Safe Deposit email user and will carry the suffix [[@neelkanthsafedeposit.com](mailto:neelkanthsafedeposit.com)] and or [[@bankhouse.com](mailto:bankhouse.com)] and or [[@nsdlsouthall.com](mailto:nsdlsouthall.com)] and or [[@nsdlcroydon.com](mailto:nsdlcroydon.com)] Should you receive an email from an email address carrying any other suffix, please inform us (in writing) immediately and do not respond to such an email.

## 29. GENERAL

### Transfer, assignment and sub-licensing

29.1 This Contract is personal to the Principal User(s) and any Additional Users and none of its provisions or any obligations or rights or privileges under it may be transferred, assigned or sub-licensed by any of them either in whole or in part at any time to any other person.

29.2 We may transfer all or any of our rights in relation to this Contract by giving the Principal User(s) one month's prior written notice. We may also delegate, transfer or outsource any of our obligations, but only to any entity which we reasonably consider capable of performing our obligations.

### Waiver

29.3 No failure by us to enforce or delay by us in enforcing any of the terms of this Contract 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.

### **Contracts (Rights of Third Parties) Act 1999**

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

### **Amendment**

29.5 We may amend our Conditions to comply with changes in the law or regulatory and other requirements. In the event of any change at any time to our Conditions, we will notify you in writing. A copy of our latest Conditions can be viewed on our website at [www.neelkanthsafedeposit.com](http://www.neelkanthsafedeposit.com) where you can also print off a copy for your records. No changes to our Conditions will be binding on you until **28 (twenty eight) days after notification to you of the change.**

### **Severance**

29.6 If a Court or any other competent authority finds that any provision of this Contract including 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 the Contract including the Conditions shall not be affected.

29.7 If any invalid, unenforceable or illegal provision of this Contract or 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.

### **Entire Agreement**

29.8 The parties agree that this Contract constitutes the entire agreement between them, and supersedes all previous drafts, contracts, agreements, arrangements and understandings between them, whether oral or written.

29.9 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

29.10 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

29.11 Nothing in Clause 29.10 shall limit or exclude any liability for fraud.

### **Opening times**

29.12 The access times for Lockers are 9:30 – 18:00 (17:45 last access) Monday to Friday and 9:30 - 17:00 (16:45 last access) on Saturday and excludes Sunday and public holidays ('Access Times').

29.13 Our Premises are closed annually on all Public/Bank holidays and during other holidays as displayed at our Premises and on our website.

29.14 We reserve the right to alter the Opening Hours without notice.

### **Relocation**

29.15 In the event of any permanent closure or relocation of the Premises where the Locker is situated we will (save in exceptional circumstances or where action must be taken immediately due to circumstances beyond our control, such as following fire or structural damage) notify the Principal User(s) as soon as reasonably practicable in advance.

### **Jurisdiction**

29.16 Any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.