

# Secure Vaults Terms and Conditions

5.6 You agree to use Our Services responsibly and within reasonable limits. Excessive or abusive use may result in additional charges or suspension of Services. We reserve the right to determine what constitutes fair usage.

## 6 Service duration and renewal

- 6.1 We will supply the Services to You from the date agreed between Us for the period set out at the time of Your Application.
- 6.2 Thereafter the Agreement will not automatically renew, and it is Your responsibility to ensure Your Box is renewed before Your Term expiry date.
- 6.3 You must pay the applicable Fee to extend Your Service Term before the expiry date of the Service to avoid paying any excess charges.
- 6.4 On renewing Your Contract, You may be required to bring into the centre in person or email Your valid identification details. If not supplied, then Your Service may be terminated with Us.
- 6.5 We reserve the right in Our sole discretion not to renew this Agreement upon termination, however such termination comes about.
- 6.6 If You do not wish to renew or extend the Services, You must ensure to remove all contents from Your safe deposit Box, return the safe deposit keys and ID card and pay any outstanding Fees and charges to Us before the expiry date to avoid any additional charges.

## 7 Your rights to cancel and applicable refund

- 7.1 You may terminate the Contract at any time by notice in writing to Us, subject always to returning both keys and ID card relating to the Box; collecting all items remaining in the Box and settling any outstanding Fees and charges. We will refund to You the deposit, less any deductions which We are entitled to, but will at no time be liable to refund any advanced payment You have made for Services in whole or in part.
- 7.2 If You choose to cancel Your multi-year Contract before its completion, You will forfeit any discounts that were applied at the time of signing. In addition, an administrative Fee will be charged for processing the cancellation. The forfeited discount and the administrative Fee must be paid in full at the time of cancellation.

## 8 Our rights to terminate Your Contract

- 8.1 We may terminate the Contract at any time by writing to You:
  - (a) if We receive notice, instructions or orders from any authority which has jurisdiction over Us or a court of law requiring Us to stop providing the Services;
  - (b) in the event of a material breach by You of any of Our Terms which has not been remedied by You within 30 days of Our notice to You in writing specifying the nature of the breach and the remedy required;
  - (c) if You do not make any payment to Us when it is due and You still do not make payment within 30 days of Us reminding You that payment is due;
  - (d) if You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services, for example proof of Your address, identification or other relevant contact details; or
  - (e) if You use any abusive or threatening language or behaviour towards any of Our employees, customers or visitors.
- 8.2 On termination of this Agreement by Us, You are required to remove all contents from Your safe deposit Box, return the safe deposit keys and ID card and any outstanding Fees and charges will become immediately due and payable.

## 9 Late or non-payment

- 9.1 If Your safe deposit Box expires and You have failed to renew or cancel then We will revoke Your access to Your safe deposit Box, and You will be charged a late payment Fee of £30 for each 30-day period that the payment remains outstanding.
- 9.2 If We do not hear from You following 30 days of the termination date of the Service, then We may use a locksmith to gain access to Your safe deposit Box.
- 9.3 We shall do so in the presence of a Secure Vaults member of staff, and a legal representative nominated by Us who will act as an independent witness.
- 9.4 An inventory of all items found in the Box 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 Box.
- 9.5 You consent to Us selling Your items to recover the costs incurred by Us in gaining access to Your safe deposit Box and to recover the Fees You owe to Us.
- 9.6 Following the sale of Your items, You confirm and authorise Us to recover all Fees, costs, charges and interest which are owing to Us as at the date of termination of the Contract and all further costs, charges and expenses which We may reasonably incur when breaking open the Box.
- 9.7 We will pay any remaining amount to an account of Your choice, following Your confirmation in writing to Us of the account details.
- 9.8 If the value of the items in Your safe deposit Box do not amount to the sums You owe to Us, We reserve the right to bring a claim against You to recover the outstanding sums through the courts.

## 10 Contents (and restrictions) of Box

- 10.1 You are not permitted to store the following items:
  - (a) the proceeds of crime or any illegal items
  - (b) drugs or chemicals or any items which are noxious, poisonous, corrosive, flammable, explosive or unstable
  - (c) any items which may cause harm to any person, premises, or place, including Your safe deposit Box, Our employees, any other client of Ours, or a member of the public
  - (d) firearms, ammunition, or knives
  - (e) any organic material, including plant or animal materials, or any other substance, which is the subject of any ban, embargo or import restrictions
  - (f) any material or media which is defamatory, immoral, indecent, offensive, slanderous or libellous

## 1 Definitions

- 1.1 **You/Your:** The customer named on the Application Form. If a Box is held jointly, references to 'You' or 'Your' apply to all persons named on the Application Form or added to the Contract at any time after the start date.
- 1.2 **We/Our/Us:** Secure Vaults, the company providing the safe deposit Box Services, including its employees, agents, and representatives.
- 1.3 **Agreement/Contract:** The contract created between You and Us when We accept Your Application to open a Box upon Us countersigning Your Application Form and which includes these Terms (as amended from time to time) and the Price List.
- 1.4 **Terms:** The terms and conditions set out in this document
- 1.5 **Application:** The document completed and signed by You to apply for the safe deposit Box Services, which forms part of the Contract.
- 1.6 **Term:** the initial period of 12 months commencing on the start date, as extended from time to time in accordance with this Agreement.
- 1.7 **Services:** The supply of safe deposit Services provided by Secure Vaults to You under the Contract including any additional Services provided from time to time.
- 1.8 **Price List:** The section at the end of this document that outlines the Fees and any additional charges, which may be updated from time to time.
- 1.9 **Fee:** The Fees charged by Secure Vaults for the Services as set out in the Price List.
- 1.10 **Box(es):** The safe-deposit Box(es) hired by You.

## 2 Application of these Terms

- 2.1 The Contract will govern the entire relationship between You and Secure Vaults for the duration of the Contract.
- 2.2 You should read these Terms carefully. By signing the Application Form You confirm that You have read, understood, and accepted these Terms.

## 3 Price and Payment

- 3.1 The price for the Services is set out in Our Price List (which is in force at the time We confirm Your Application). Our prices may change at any time, but price changes will not affect Applications that We have accepted. Any price changes will take effect from the renewal date of the Services.
- 3.2 Where We are providing Services to You, We will ask You to make an advance payment for the Services as well as pay a refundable deposit on Application, the amounts for which are set out in the Application. We will not approve Your Application, until We are in receipt of the advance payment and deposit from You.
- 3.3 The Deposit is refundable on termination or expiry of the Contract, provided You return intact to Us both keys and identification cards for the Box and You pay Us in full all monies that You may owe Us under the Contract.
- 3.4 All payments may be made by, cash, bank transfer, credit, or debit card. In order for You to settle any sums owing to Us, We must be in receipt of cleared funds for the total amount owed. We will issue You with an invoice prior to the start date or upon payment.

## 4 Safe deposit keys and access card

- 4.1 You will be provided with the only two copies of Your safe deposit keys and one ID card per person for which You will have to pay a refundable deposit of £99.00 at the time of Your Application.
- 4.2 In the event that You lose Your key(s) and/or ID card You will forfeit Your deposit as aforementioned.
- 4.3 You must notify Us immediately in the event that any of the keys or card are mislaid or lost. We will in such circumstances replace the lock to the safe deposit Box and provide You with two keys to the replacement lock and/or replace the ID card subject to You paying Us for the costs of replacing the lock as set out in the Price List.
- 4.4 These items remain the property of Secure Vaults and must be returned to Us at the end of Your Term if the Services are no longer required.
- 4.5 You are not entitled to make or have made nor are You entitled to allow any other person to make or have made a copy of any of the keys.
- 4.6 You will not be permitted to access the Box unless You produce the ID Card, key and valid fingerprint.

## 5 Accessing Your safe deposit Box

- 5.1 You can access Your safe deposit Box at any time during Our standard opening hours.
- 5.2 We will inform You of the procedures which You must follow to access Your Box at the time You open Your account with Us.
- 5.3 We will confirm Your identity every time You wish to access Your safe deposit Box. If We have any doubts about Your identity, We may ask to see a form of identification. We will keep a record of every time You access the safe deposit Box.
- 5.4 We reserve the right to refuse, in Our sole discretion, access for any person (including You) to Your safe deposit Box at any time. For example, We may do this if;
  - (a) any outstanding payments are due to Us at the time of access.
  - (b) You are not able to give Your fingerprint and key together with Your unique code or RFID card.
  - (c) We suspect unlawful or dishonest activity.
  - (d) We have received instructions, notices or orders from an authority (including any court of law) having jurisdiction over Us.
  - (e) access is restricted due to unforeseen circumstances, e.g. a technical problem, a fire alarm or the vault is occupied by another customer.
- 5.5 We will contact You to let You know in advance when Your access will be suspended so that scheduled repairs can take place.

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(g) anything which has been or may be used in any act of terrorism.  
 10.2 In the event of a breach of clause 10.1 above, You must compensate Secure Vaults for all costs, charges, expenses, claims, or damages that We incur or are made against Us, should any harm, loss or damage arise as a result of such breach.

## 11 Protecting the items in Your safe deposit Box

11.1 The rental price of safe deposit Boxes includes various levels of content insurance. It is Your responsibility to select the appropriate level of insurance coverage to fully insure the value of the items stored in Your Box.  
 11.2 We are not liable for any losses exceeding the limits of the provided insurance.  
 11.3 We recommend  
 (a) reviewing the value of Your items regularly and seeking additional coverage if necessary  
 (b) keeping a list of Your items in another location  
 (c) take photographs of Your items  
 (d) obtain professional valuations where appropriate  
 11.4 You must ensure Your items are stored correctly, for example keeping jewellery in fabric rolls, or documents in waterproof sealed packets and 11.5(with regards to documents) keep a photocopy in another location.  
 11.6 You acknowledge that while We will maintain reasonable atmospheric conditions, We will not tailor such conditions to the contents of the Box and will not be liable for deterioration of such contents.  
 11.7 After You have accessed Your Box, You are solely responsible for relocking the Box.

## 12 Account Holders

12.1 Upon the registration of an additional account holder, a one-time, nonrefundable Fee of £50 will be charged. This Fee will be applied at the time of registration and must be paid in full before the additional account holder's access is activated.  
 12.2 Where there is more than one customer named on the account, each account holder will have equal rights to the Box.  
 12.3 We accept no liability for the removal of items from Your safe deposit Box by either account holder.  
 12.4 To revoke access granted to one of the account holders, both must be present. They will need to visit the branch and provide written confirmation.  
 12.5 We will treat all notices, correspondence, instructions, queries or requests (including for access to the Box) which We receive from You at any time as having been sent, given to or made of Us with the complete and unconditional authority of all customers named on the Application Form, including consent to break open the Box.  
 12.6 We are not required to inform You of any instruction, actions or requests made by other account holders.

## 13 Our Liability to You

13.1 While We will take reasonable care in providing Our Services, We shall not be in breach of the Agreement or liable for any delay or failure to perform Our obligations under the Service Agreement if such delay or failure results from events, circumstances, or causes beyond Our reasonable control, or from consequences that would have been unavoidable despite Our best efforts.  
 13.2 If such an event occurs, We will notify You as soon as possible.  
 13.3 Our obligations under these Terms will be suspended for the duration of the event.  
 13.4 Services will resume once the event is over.  
 13.5 Our entire financial liability for loss or damage to the contents of Your Box shall be limited to the value of the insurance cover in place for Your Box.

## 14 Succession of a customer

14.1 In the event of Your death or mental incapacity during the Term, We will allow Your personal representatives or lawfully appointed attorney to access the Box. They must provide a valid power of attorney, grant of probate, or letters of administration appointing such person as the executors or administrators of Your estate, along with proof of identity. Additionally, they must sign an indemnity in Our favour. We may charge legal costs for reviewing any necessary legal paperwork.

## 15 Cooperation with authorities

15.1 We may receive lawful instructions or orders from authorities, (including courts of law) which have jurisdiction in England ('Lawful Authorities'). In such cases:  
 15.2 We reserve the right to refuse any person (including You) access to any Boxes and to all/any of their (or its) contents at any time.  
 15.3 We reserve the right to allow access to any Box (including by breaking open the Box) and to provide any other information, notes, correspondence and records which We may from time to time hold to such Lawful Authorities. We are not required to notify You in such circumstances.

## 16 Your details

16.1 It is Your responsibility to ensure that the details which You provide to Us are correct and to notify Us of any changes. Any changes must be notified to Us in writing and signed by the person to whom the changes relate.

## 17 Data Protection

17.1 We use Your personal information to:  
 (a) provide Services;  
 (b) process payments; and  
 (c) inform You about similar products, if You agree.

17.2 We will only give Your personal information to other third parties where the law either requires or allows Us to do so.  
 17.3 If you require details of the personal data which We hold relating to You or have any queries relating to data protection, You should write to the Data Manager, Secure Vaults, 37 East Street, Derby, DE1 2AL. Please note there will be an administration charge for the provision of such information.  
 17.4 For further information on how We treat Your personal data and keep it secure please refer to Our privacy policy on Our website at [www.securevaultsderby.co.uk](http://www.securevaultsderby.co.uk).  
 17.5 We are registered with the Information Commissioner's Office.

## 18 If there is a problem with the Services

18.1 please contact Us and tell Us as soon as reasonably possible;  
 18.2 please give Us a reasonable opportunity to repair or fix any defect; and We will investigate the defect as quickly as possible. Following Our investigation, We will inform You of the outcome and appropriate resolution.  
 18.3 As a provider of safe deposit Box Services, We are registered with the Financial Services Authority. The Financial Ombudsman Service is available to You to investigate complaints about the provision of the Services.  
 18.4 In the unlikely event that We have not corrected or resolved a default with the Services to Your satisfaction, You may then refer Your complaint to the Financial Ombudsman Service, who will then contact Us on Your behalf.  
 18.5 Your complaint will only be considered by the Financial Ombudsman Service after You have tried to resolve it with Us. Please, therefore, ensure You raise Your concerns with Us first. You can contact the Financial Ombudsman Service by writing to them at:  
 Financial Ombudsman Service,  
 Exchange Tower,  
 London,  
 E14 9SR

## 19 General

19.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.  
 19.2 We reserve the right to revise Our Terms and conditions periodically, with any updates becoming effective upon their publication.

## 20 Price List

20.1 The following table outlines the Fees for our Services and any additional charges. This Price List is subject to change and is updated periodically.

Service	Description	Fee
Refundable Deposit	Deposit for keys and ID card	£99.00
Additional Account Holder Fee	One-time fee for adding another account holder	£50.00
Replacement of Lost ID Card	Fee for replacing a lost ID card	£20.00
Replacement Lock	Fee if one key is lost. A replacement lock and two new keys will be issued.	£99.00
Forced box opening (drilling and lock replacement)	Fee if both keys are lost. A specialist engineer will need to open your safe deposit box, and your presence will be required during the process.	£300.00
Locker Misuse	Fee charged for damaged caused to safe deposit locker and box that exceeds normal wear and tear.	TBC
Late Payment	Fee applied when a payment is not made by contract expiry date.	£30.00 per 30-day period
Administrative Fee for Early Cancellation	Fee for processing early cancellation	£50.00

<b>SIGNED:</b>
<b>PLEASE PRINT NAME:</b>
<b>DATE:</b>
<b>STAFF SIGN:</b>