

METROPOLITAN SAFE DEPOSITS LIMITED TERMS AND CONDITIONS

('Terms')

Metropolitan Safe Deposits Limited is a limited company incorporated in England and Wales (company number 07134493) whose registered office is at 89 New Bond Street W1S 1DA England ("MSD", "We", "Us", or "Our" as the context requires).

Our branch offices are situated at the addresses set out at the bottom of these Terms and in the Contract.

1. DEFINITIONS

In these Terms the following definitions apply:

- 1.1 **BankBox(es)**: means the safe-deposit box(es) available for hire under the relevant 'BankBox' provisions set out from time to time;
- 1.2 **Box(es)**: means the safe-deposit box(es) and/or the BankBox(es) hired by a Customer at a Branch pursuant to the Contract as more particularly defined in the Contract;
- 1.3 **Branch**: means the MSD branch office where a Customer has a Box as more particularly defined in the Contract;
- 1.4 **Contract**: means the legally binding document(s) that governs the relationship between MSD and the Customer(s) for the supply of the Services by MSD to the Customer(s) (also referred to as 'Form NC3'); the Contract incorporates these Terms as amended from time to time, and are subject to the provisions of these Terms;
- 1.5 **Customer(s)**: means any person(s), natural, body corporate or analogous entity, as more particularly identified as 'the Customer(s)' or "the First Named Customer", as the case may be, in the Contract, to whom the Services are supplied by MSD.
- 1.6 **Deposit**: means the sum of money paid upon commencement of the Contract, refundable under the provisions of these Terms, and as more particularly defined in the Contract;
- 1.7 **Fee**: means the fee charged by MSD for the Services supplied by MSD to the Customer as more particularly defined in the Contract;
- 1.8 **Initial Period**: means the initial term of the Contract, commencing on the Start Date, and as more particularly defined in the Contract;
- 1.9 **Insured Amount**: means the sum stated on the Contract;
- 1.10 **Mail**: means incoming post/parcels addressed to the Customer(s) but received by MSD, which will be deposited by MSD into the Customer's Box, subject to any additional instructions/terms included in the Contract.
- 1.11 **Notice**: means written communication by either MSD or the Customer(s), in the prescribed form, and as more particularly set out in the Terms.
- 1.12 **Price List**: means the list of Fees payable in respect of the Services (as amended from time to time).
- 1.13 **Schedule of Additional Charges**: means the list of additional charges (as amended from time to time) payable by the Customer to MSD in relation to the Contract and these Terms, and annexed hereto.
- 1.14 **Services**: means the supply of safe deposit services and/or receipt of mail services provided by MSD to the Customer(s) pursuant to the Contract including any additional services provided by MSD as specified in the Schedule of Additional Charges.
- 1.15 **Start Date**: means the date on which the Contract is signed by the Customer(s), or if different, the 'Start Date' as stated in the Contract.
- (a) You are liable to us for the Fee, which must be paid for the Initial Period on or before the Start Date and, in the event of any extension of the Contract period, in advance of renewal on demand. MSD customarily increases its prices once a year. In the event of any price increase we will notify you when your Contract comes up for renewal and give you the opportunity to either renew your Contract on the revised terms or to terminate your Contract.
- 5.2 **Deposit**:
- (a) The Deposit must also be paid by you to MSD on or before the Start Date. Subject to the provisions of these Terms, the Deposit is refundable on termination or expiry of the Contract, provided you return intact to us all keys and identification cards for the Box and all monies owing to us under the Contract (and these Terms) and all such monies have been paid by in full.
- (b) Pursuant to this version of the Terms, the Deposit is not subject to VAT, however we reserve the right to apply VAT if and when VAT becomes applicable.
- 5.3 **Other charges**:
- (a) All other charges that may be payable by you 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 Schedule of Additional Charges from time to time and annexed hereto.
- (b) Any additional charges are payable by you (in the case of any additional services you require) in advance and (in the case of all other charges) on demand.
- 5.4 **Price List and Schedule of Additional Charges**
- (a) Prices for rental of our mail boxes and safe deposit boxes are as stated in our Price List. Our Price List and Schedule of Additional Charges are amended periodically. A copy of our latest Price List and Schedule of Additional Charges is available from our offices and published on our website at www.metroSAFE.co.uk.
- 5.5 **Method of Payment**
- (a) All payments may be made by cash, cheque, credit, visa or debit card. 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 you with an invoice detailing all Services agreed and the amount due to us.
- 5.6 **Currency and VAT**
- (a) The Fee and all our prices and charges are quoted in British Pounds Sterling (£) and are, unless otherwise stated, inclusive of Value Added Tax ("VAT") at the prevailing rate and where applicable.

2. INTERPRETATION

- 2.1 All references to 'you' or 'your' in the Contract and/or these Terms include (unless the context otherwise requires) all Customers, including for the avoidance of doubt, Additional Customers, and shall be legally binding on all such persons;
- 2.2 All references in the Contract and/or these Terms to: Box, Deposit, Fee, Initial Period, Insured Amount, Services and Start Date are subject to further definition within the relevant Contract;
- 2.3 Subject as otherwise provided by the Contract, all references in the Contract and/or these Terms (unless otherwise stated) are subject to the following provisions:
- (a) a person or persons shall include any natural person, company, firm, partnership, trust, public body or other organisation;
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) references to 'paragraphs' or to 'paras' are to paragraphs of these Terms;
- (d) 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;
- (e) all references made in the singular shall include the plural and vice versa where the context so permits;
- (f) any phrase introduced by these Terms including any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms and
- (g) all headings used in these Terms are for ease of reference only and shall not affect the interpretation of these Terms or the Contract.

3. APPLICATION OF THESE TERMS

- 3.1 These Terms shall apply to the Contract and will govern the entire relationship between MSD and you for the duration of the Contract.
- 3.2 **IMPORTANT NOTICE**: You should read these Terms carefully. Your signature of the Contract will be treated by us as your acceptance of all Terms and will serve as evidence that you have read and understood them.
- 3.3 You should note in particular the contents of paragraphs 7 and 8 (concerning supervision of the Services and release and disposal), 18 'our liability to you' (which contains certain limitations and exclusions), 12.3 (which contains an 'indemnity' which we require from you), 25 (which sets out certain rights which we may exercise over all contents of the Box), 10 (concerning your liability for keys, cards and codes), and 30.1 (regarding the joint and several liability of Customers).
- 3.4 If you are entering into the Contract as a consumer these Terms do not affect your statutory rights.

4. CHANGES TO OUR TERMS.

- 4.1 These Terms will only be changed and/or amended in accordance with the provisions of paragraphs 24 and 30.5.

5. FEES, DEPOSIT, CHARGES & PAYMENT

- 5.1 **Fees**:
- 5.1 **LATE PAYMENT, NON-PAYMENT & INTEREST**
- 6.1 All Fees and/or monies due under the Contract are to be paid within the time period stated in the Contract, these Terms, the Price List and/or Schedule of Additional Charges, as the case may be, ('Due Date').
- 6.2 If you fail to pay any sums due to us at any time by the Due Date, interest shall be charged by us on the outstanding balance at the rate of 2% per month and calculated on a monthly (non-compounding) basis for every month or part month from the Due Date until the date of actual payment.
- 6.3 Partial payments made towards your outstanding balance will be applied in the following order:
- (a) Interest accrued to date of payment;
- (b) Any amounts payable in respect of fees due for other services rendered/performed in accordance with the Schedule of Additional Charges and
- (c) Any amounts payable in respect of the Fee
7. **SUSPENSION OF THE SERVICES**
- 7.1 In the event of non-payment by the Due Date for payment of the 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 Pursuant to paragraph 7.1 above:
- (a) we will not accept nor will we be responsible for any Mail which we receive after the Due Date;
- (b) we will not allow you access to the Box; and
- (c) all our liability to you in respect of any Mail and any of the contents of the Box shall cease, until such time as all outstanding amounts shall have been paid to us in full together with interest.
8. **RELEASE AND DISPOSAL**
- 8.1 In the event that we have not received payment of all amounts due and owing to us by the expiry of a period of 90 (ninety) days following the Due Date on which the first amount outstanding became due under the relevant Contract ('Terminate Date'), we shall be entitled to, having given you not less than 30 days' Notice of our intention to do so, immediately terminate the Contract and we shall be released from all further obligations to you.
- 8.2 Following termination of the Contract pursuant to paragraph 8.1, and in the event that you have not cleared the full outstanding balance of monies due to us within 60 (sixty) 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 break open the Box.
- 8.3 In the event that we break open the Box, we shall do so in the presence of a MSD Branch manager and a legal representative nominated by us ('Witnesses').
- 8.4 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.
- 8.5 Any Notice served by us under this paragraph 8 shall set out the date and time when the breaking open of the Box is to take place and will be sent out no less than 30 (thirty) days in advance of the appointed date.
- 8.6 We shall be entitled to dispose of the contents of the Box and opened pursuant to this paragraph 8 (and all Mail) 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 Box opened pursuant to this paragraph are set out more particularly below.
- 8.7 We shall be entitled to recover from the proceeds of such disposal or directly from you (including by way of deduction from the Deposit) all Fees, costs, charges and interest 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 breaking open the Box pursuant to this paragraph (or otherwise as the case may be).
- (a) We will apply the proceeds from any disposal in the order set out at paragraph 6.3.
- (b) Any items that are not disposed of or destroyed will be held by us (at our sole discretion) in a manner that we deem appropriate.
- (c) Any excess cash recovered will be deposited into a sterling denominated client account managed by us.
- (i) Any excess 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 8.7(c) above.
- 9. KEYS**
- 9.1 Mail box:**
- (a) There are a total of two keys made for each mail box. We retain one of these keys to fulfil our obligations to you. The other key is for your use. We will give this key to the first named Customer at the time of opening the account.
- (b) You are responsible for the safe-keeping of this key at all times.
- (c) You are not entitled to make or have made nor to allow any other person to make or have made any copy of the key.
- (d) All keys remain the property of MSD at all times.
- (e) You must notify us in writing immediately in the event that the key is mislaid or lost. We will in such circumstances replace the lock to the mail box and provide you with a key to the replacement lock subject to the prior payment by you to us for the relevant costs as set out in our Schedule of Additional Charges.
- 9.2 Safe deposit box & BankBox**
- (a) There are a total of two keys made for each safe deposit box. Both of these keys are available for your use. We will give these keys to the first named Customer at the time of opening the account.
- (b) You are responsible for the safe-keeping of both these keys at all times.
- (c) We do not retain a key or any copy.
- (d) We cannot access the safe deposit box once the keys have been released to you without breaking open the Box.
- (e) 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 the keys or any of them.
- (f) All keys remain the property of MSD at all times.
- (g) You 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 safe deposit box and provide you with two keys to the replacement lock subject to the prior payment by you to us for the relevant costs as set out in our Schedule of Additional Charges.
- 10. IDENTITY CARD**
- 10.1 When you open your account we will issue you with an identity card ('ID Card').
- 10.2 You are responsible for the safe-keeping of the ID Card at all times.
- 10.3 You are required to program the ID Card with a unique code which will be used to identify you.
- 10.4 You are prohibited from giving or lending the ID Card or disclosing the code to any person who is not a Customer.
- 10.5 You will not (save in exceptional circumstances and entirely at our discretion) be permitted to access the Box unless you produce the ID Card and key together with your unique code.
- 10.6 All ID Cards remain the property of MSD at all times.
- 10.7 You must notify us immediately in writing in the event that the ID Card is mislaid or lost. We will in such circumstances replace the ID Card subject to the prior payment by you to us of the relevant charges as set out in our Schedule of Additional Charges.
- 11. RECEIPT OF MAIL**
- 11.1 We will accept all Mail which has been addressed to you and pre-paid and place the same in the mail box up to the capacity of the mail box. All Mail must be clearly marked with the correct mail box number. We are not obliged to accept any Mail we receive which is not pre-paid or which does not bear the correct mail box number.
- 11.2 We are entitled to make an additional charge (in accordance with our Schedule of Additional Charges) in the event that we choose to accept and to hold any Mail:
- (a) beyond the capacity of the mail box;
- (b) which has not been pre-paid; or
- (c) which has not been clearly marked with the correct mail box number.
- 12. CONTENTS (AND RESTRICTIONS) OF MAIL AND BOX**
- 12.1 By entering a Contract you agree that you will not bring into any of our offices or Branches nor place in a Box or in any Mail and will ensure that no Mail and no Box contains anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libellous, noxious, poisonous, corrosive, inflammable, explosive or unstable, nor any guns, knives, firearms, ammunition, chemicals, drugs, plants or plant materials, nor any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction, nor any proceeds of prostitution nor drug trafficking, nor anything which is otherwise unlawful or 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 Box or to any of our offices Branches, employees, agents, contractors, customers or visitors.
- 12.2 **IMPORTANT NOTICE:** MSD is regulated by the Financial Services Authority in the UK (FSA) and we therefore require you to ensure that no contents deposited in your Box or received by us in your Mail 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.
- 12.3 You agree to fully indemnify MSD (which means you 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 you of paragraphs 12.1 and 12.2 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.
- 13. ACCESS**
- 13.1 We will inform you of the procedures which you must follow to access the Box at the time you open your account with us or on the occasion of your first visit. Your access to the Box is subject to the Contract and these Terms.
- 13.2 We will not accept any instruction given at any time by any Customer which has as its aim, object or effect the prohibition or restriction of access of any other Customer to any Mail or to the Box, whether given orally, in writing or otherwise.
- 13.3 We will not accept any instructions given at any time by any Customer to remove another Customer from any account.
- 13.4 Access to BankBoxes is subject to the following access provisions:
- (a) An access charge will apply for each and every time you enter your code and the palm of your hand is scanned.
- (b) A record of all access is stored on our computers and is available for view on request by you.
- 14. LAWFUL SUSPENSION OF SERVICE & COOPERATION WITH LAWFUL AUTHORITIES**
- 14.1 Pursuant to any lawful 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'):
- (a) We reserve the right (acting in our sole discretion) to refuse any person (including you) access to any of our offices or Branches and to any of our mail boxes and/or safe deposit boxes (including the Box) and to all/any of their (or its) contents at any time pursuant ('Lawful Suspension of Service')
- (b) We also reserve the right (acting in our sole discretion) to allow access at any time to any of our offices or Branches and to any mail, mail box and/or safe deposit box (including to Mail and to the Box and including by unsealing Mail or breaking open the Box) 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 to grant access pursuant to any such instructions, notices or orders. We are not required to notify you in such circumstances.
- 14.2 In the event that we receive any instruction, notice or order pursuant to paragraph 14.1 above, we reserve the right, without prejudice to any other rights we may have under the Contract or these Terms, to refuse to renew any Contract.
- 14.3 For the avoidance of doubt, we do not accept the authority of any judgement, order, notice or instruction of any authority not having jurisdiction in England.
- 15. COMMENCEMENT, DURATION AND RENEWAL**
- 15.1 The Contract will commence on the Start Date and will continue in force for the Initial Period, unless it is extended by agreement between us in writing or terminated in accordance with the provisions of paragraph 16.
- 15.2 We reserve the right, in our sole discretion, not to renew a Contract upon termination, howsoever occasioned.
- 16. TERMINATION**
- 16.1 Expiry**
- (a) The Contract will expire automatically at the end of the Initial Period or, in the event of an extension to the Contract, at the end of the period of extension.
- 16.2 Early termination**
- (a) If instructed by you, following our receipt from you of notice in writing together with all keys and identity cards relating to the Box and your collection of all items remaining in the Box, we will terminate the Contract earlier. Subject to any deductions which we may make provided for in our Terms, we will refund to you the Deposit, but we will at no time be liable to you for any refund in whole or in part of the Fee.
- 16.3 We may terminate the Contract:**
- (a) immediately on notice in writing to you in the event that we become aware of or reasonably suspect any breach of the terms of paragraph 12.
- (b) immediately without further notice in the event of a material breach by you of any of our Terms which has not been remedied by you within 30 (thirty days) of our notice to you in writing specifying the nature of the breach and the remedy required;
- (c) pursuant to paragraph 8.
- (d) immediately on notice in writing to you in the event that you become unable to pay your debts as and when they fall due for payment (and you may do likewise in the event that this happens to us). We may terminate the Contract immediately in the event that a petition in bankruptcy is presented against you or you are declared bankrupt or analogous proceedings are taken in respect of a body corporate.
- 17. CONSEQUENCES OF TERMINATION**
- 17.1 At the end of the Term:
- (a) all outstanding Fees and other charges due to us shall immediately be paid by you;
- (b) you shall immediately remove all contents from the Box;
- (c) save for the purposes of paragraph 17.1(b), all your rights of access to Mail and to the Box shall immediately cease; and
- (d) you shall immediately return to us by hand or by recorded delivery all keys and identity cards relating to the Box in your possession or control.
- 17.2 In the event that, contrary to the above requirements, we do not receive all keys and identity cards and/or you do not remove all remaining contents of the Box, you shall be liable for and shall pay to us on demand all relevant charges set out in our Schedule of Additional Charges, together with interest on them (accruing in accordance with the provisions of paragraph 6, if any, and all other costs and expenses which we may reasonably incur. You will continue to be liable for and must pay to us all Fees until such time as we are in receipt of all keys and identity cards and you have vacated the Box. If the above requirements have not been met by you following a period of 60 (sixty) days after the end of the Term, we shall be entitled to take all the steps detailed in paragraph 8 which are referred to as applying following termination.
- 17.3 Neither the expiry of the Term nor the termination of the 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.
- 17.4 For the purposes of this paragraph all references to "**Term**" shall be to the period beginning with the Start Date and ending with the date of expiry or termination of the Contract (as appropriate) for whatever reason.
- 18. OUR LIABILITY TO YOU**
- 18.1 Mail**
- (a) Subject to the provisions of paragraph 18.4 below (and these Terms generally), we are responsible for the safe custody of Mail on our premises which is received by us, provided

- that it is prepaid and properly addressed, clearly indicating the box number into which the Mail is to be deposited.
- (b) We are not responsible for any loss of or damage to any Mail or to any content of any Mail which occurs prior to our receipt of the same.
- 18.2 Safe deposit box**
- (a) Subject to the provisions of paragraph 18.4 below, our entire liability for loss of or damage to the contents of your safe deposit box (individually and collectively and as deposited by you from time to time) is limited to the amount set out in the Contract.
- 18.3 Bank boxes**
- (a) Subject to the provisions of paragraph 18.4 below, our entire liability for loss of or damage to the contents of your bank box (individually and collectively and as deposited by you from time to time) is limited to the amount set out in the Contract.
- 18.4 Limitation on liability**
- (a) **We do not accept responsibility for the acts or omissions of any third parties acting outside of our authority or control, nor to the extent that any loss or damage would be covered by any insurance cover which you or the injured party may have or which may otherwise be applicable, nor to the extent that any loss or damage occurs as a result of your own negligent acts or omissions or as a result of a breach by you of any of our Terms or of any instructions issued by us from time to time, nor to the extent that such loss or damage occurs due to ordinary wear and tear or natural deterioration or atmospheric or climatic conditions, nor at any time for any cash deposited with or sent to us.**
- (b) **In no event are we liable to you or to any other person for any non-property related damage (namely that referred to in law as 'indirect' or 'consequential' loss), 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 the Contract.**
- (c) None of the provisions of this paragraph 18.4 nor of any other provision of our Terms shall have the effect of excluding or limiting our liability 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.
- 18.5 Circumstances beyond our control**
- (a) 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) 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, fire, 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.
- 19. NOMINEE**
- 19.1 We may (in our sole discretion) allow access to the Box to any person nominated by you in any letter, which we may receive from you bearing your signature and on production of suitable identification from such person. We are not liable to you in the event of any loss or damage which you may thereby incur but you will be liable to us in the event that we incur any loss or damage.
- 20. DEATH OF CUSTOMER**
- 20.1 In the event of your death, we are under no obligation to allow access to the Box to any person claiming to be your 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 your estate.
- 20.2 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 Box to such person or persons requiring such access solely for the purposes of inspection with a view to producing a probate valuation.
- 20.3 Nothing in this paragraph 20 shall affect the entitlement of any other person authorised pursuant to the Contract to access the Box.
- 21. YOUR DETAILS**
- 21.1 It is your responsibility to ensure that the details which you 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.
- 22. DEALING WITH CORRESPONDENCE, INSTRUCTIONS, QUERIES AND REQUESTS**
- 22.1 Where we receive any correspondence, instruction, query or request from any Customer we will correspond and deal directly with that person. We are under no obligation to notify any Customer of any correspondence, instruction, query or request received at any time from any other Customer. You must clearly set out in all correspondence your name, address, the relevant office locator and box number.
- 23. AUTHORITY**
- 23.1 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.
- 24. DOCUMENTATION, INFORMATION AND PRICE-LISTS**
- 24.1 We make every effort to ensure the accuracy of the information contained in all our documents, notices, price lists 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 lists 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 30.5.
- 25. OUR RIGHT OVER CONTENTS**
- 25.1 In the event of any failure at any time by you to observe any or any breach by you of any of your obligations to us (including without limitation in respect of any payments, costs, charges or expenses and any interest accruing 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 Box and which (in the extent of its exercise) shall not be released by us unless or until you have 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.
- 26. DATA PROTECTION**
- 26.1 The Data Protection Act 1998 ('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). The Company 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 its clients in its possession.
- 26.2 Personal data which we obtain from you is used solely for the purposes of administering your account and in connection with the proper performance of our contractual obligations to you. It is also used in connection with the maintenance of our accounts records, tracing and verification in accordance with our security procedures. It may also be used to check your credit history. You authorise us to use the personal data which we obtain from you for these purposes. We may and you 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. We may disclose your 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 1985 (as amended). We will not otherwise transfer your personal data to third parties save as permitted under the provisions of the Act or as required by law. We may use your personal data in connection with marketing and promotions but only where you have given your express permission and by email only. We do not authorise others to do so. If we wish to use your personal data for any other purpose or to pass it on to any other third parties for any reason we will notify you and request your prior consent.
- 26.3 If you wish to make a request for access to or removal of any of your personal data, 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, Metropolitan Safe Deposits Limited, 19 Cheval Place, Knightsbridge, London, SW7 1EW.
- 26.4 For further information on how we treat your personal data and keep it secure please refer to our privacy policy and security policy on our website at www.metroSAFE.co.uk. Further information concerning data protection and your rights as a 'data subject' can be found at the website of the Information Commissioner at www.dataprotection.gov.uk.
- 26.5 We are registered with the Information Commissioner under ID number Z7664674.
- 27. CONFIDENTIALITY**
- 27.1 We treat all information which you supply to us at any time in confidence. We will not disclose any such information to any third parties save as authorised by you or as otherwise provided for by our Terms. We take proper and reasonable steps to maintain the confidentiality of such information during the period of our contractual relationship with you. 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 14 and may lawfully do so without being in breach of this paragraph or any other duty which we owe to you.
- 27.2 **It is your responsibility to keep safe any keys and identity cards and to keep secret any passwords and/or codes which you may use or which we may provide to you from time to time. We are not responsible for any consequences (of whatever nature) arising from your loss of such keys or identity cards or from your disclosure of such passwords or codes.**
- 28. NOTICES**
- 28.1 All documents, notices and other information which we may issue or which we are required to give to you from time to time will be sent by us by prepaid first class post marked for the attention of the First Named Customer and to the postal address for that person set out in the Contract or as subsequently notified to us by that person in advance in writing. 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 Customer and service by us on the First Named Customer shall be deemed to have been properly made on all Customers.**
- 28.2 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 Terms, be sent to us at: **c/o The Branch Manager at the branch address where your box is held** by pre-paid first class post and bear or be accompanied by a letter bearing your 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 any Customer as having been issued to us with the authority of and duly served on us by all Customers.
- 29. WEBSITE & EMAIL**
- 29.1 Our website is www.metroSAFE.co.uk (or such other website address as we may notify you of from time to time) ("Website").
- 29.2 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.
- 29.3 Use of our Website is subject to the terms and conditions of the Website as posted from time to time.
- 29.4 Any communication from us to you via email will only be made from an authorised MSD email user and will carry the suffix @metroSAFE.co.uk. 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.
- 30. GENERAL**
- 30.1 Joint and several liability**
- (a) **For the avoidance of any doubt, all Customers named on the Contract are parties to the Contract and are jointly and severally liable in respect of all their obligations arising under it. This means that all Customers are responsible for performing your obligations under the Contract and all Customers are liable in the event of any breach of them made by any Customer.**
- 30.2 Transfer, assignment and sub-licensing**
- (a) The Contract is personal to Customers and neither it nor any of its provisions or any Customer 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.
- 30.3 Waiver**
- (a) No failure by us to enforce or delay by us in enforcing any of our Terms 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.
- 30.4 Contracts (Rights of Third Parties) Act 1999**
- (a) 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.
- 30.5 Amendment**
- (a) **We may be required to amend our Terms to comply with changes in the law or regulatory and other requirements. The terms and conditions which will apply to the Contract are those set out here. In the event of any change at any time to our Terms, we will notify you in writing. Our Terms may not otherwise be varied or amended save in writing by us signed by our duly authorised representative. A copy of our latest Terms can be viewed on our website at www.metroSAFE.co.uk where you can also print off a copy for your records. No changes to our Terms will be binding on you until 28 (twenty eight) days after notification to you of the change.**

30.6 Severance

- (a) If a court or any other competent authority finds that any provision of the Contract and/or these Terms (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 and/or these Terms shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract and/or these Terms 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.

30.7 Opening times

- (a) Our branch opening times vary between our offices and are as detailed in our Price List and on our Website from time to time.

- (b) The access times for Bank Boxes are 9:00 – 17:00 Monday to Friday and exclude public holidays ('Bank Box Opening Hours')

- (c) Our offices are closed annually on Christmas Day, Boxing Day and New Year's Day.

30.8 Closure/Relocation

- (a) In the event of any permanent closure or relocation of the office where the Box 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 you as soon as reasonably practicable in advance.

31. JURISDICTION

- 31.1 The Contract and these Terms and any dispute or claim arising out of or in connection with them or their 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

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Issue no.10 - July 2011

Our Branch offices are at the date of issue located at:

19 Cheval Place, Knightsbridge, London SW7 1EW and
16/18 Circus Road, St. John's Wood, London NW8 6PG.

All enquiries concerning our Terms should be directed to the manager of the appropriate Branch
