



Heathrow Safe Deposit Ltd

113A The Broadway Southall Middlesex
UB1 1LN
0208 574 5009



APPLICATION FORM

Referred by:.....

Contact Details for **Main** Account Holder (Lost ID card £15.00 inc VAT)

Name of Customer:

Address of Customer:

Telephone No: Landline.....Mobile*.....

Email*:

Identification Documents: (Passport/Driving License and Utility Bill within the last 3 Months)

Driving License Passport Gas Bill Bank Statement Council Tax Bill

Contact Details for **Additional** Nominee (Additional card £15.00 inc VAT)

Name:

Address:

Telephone No: Landline.....Mobile.....

Email:

Driving License Passport Gas Bill Bank Statement Council Tax Bill

Contract Specifications

Box Size & Price Payable in advance (Inclusive of VAT): (*Please tick required size and initial time period)

HEIGHT	WIDTH	DEPTH	<u>1 YEAR</u>		<u>3 YEARS</u>		<u>5 YEARS</u>	
			Price	<input type="checkbox"/>	(save 15%)	<input type="checkbox"/>	(save 20%)	<input type="checkbox"/>
50mm	245mm	370mm	£120.00	<input type="checkbox"/>	£306	<input type="checkbox"/>	£480	<input type="checkbox"/>
75mm	245mm	370mm	£160.00	<input type="checkbox"/>	£408	<input type="checkbox"/>	£640	<input type="checkbox"/>
100mm	245mm	370mm	£199.00	<input type="checkbox"/>	£507	<input type="checkbox"/>	£796	<input type="checkbox"/>
200mm	245mm	370mm	£349.00	<input type="checkbox"/>	£890	<input type="checkbox"/>	£1,396	<input type="checkbox"/>

Keys Deposit: **£100.00** (REFUNDABLE at closure of account, see terms and conditions)

Registration Fee: **£25.00**

Office Use Only

Start Date:..... 1YR 3 YR 5 YR

Total fee:..... CA DC CC

Entered by:.....

We, Heathrow Safe Deposits Limited (the “Company”), agree to provide to You (being the person or entity named as Customer in this Application Form) the use of the safe deposit box identified in this Application Form on the terms and conditions set out in this Application Form and the attached pages at the rates set out in Our Price List. This Application Form, the attached Terms and Conditions and our Price List together form the contract between Us (the “Agreement”).

This Agreement will be legally binding on You once You have signed it so You need to make sure You read all the conditions carefully before You sign. In particular, please acknowledge that You have read the conditions which are referred to below and which are of special importance in this Agreement.

Please initial the boxes alongside each reference.

<u>Please Initial all boxes</u>	Condition Number	
	8	You must pay for the Renewal of the rental for your box before or by the renewal date of your box or you will be charged a late fee of £30.00. We recommend you set up a Standing order on the date of opening your locker to avoid late charges.
	3.5, 12.2 and 13.3	You must pay for replacement locks and keys if you lose your key/keys or fail to return them when the Agreement terminates
	5.2	You must not store illegal, stolen, perishable, environmentally harmful, hazardous, dangerous or explosive goods
	10	For the safety of your goods, the Agreement automatically renews for another period of the same length as the current period. You will be charged for the whole of the next period of storage if You do not cancel 30 days before the end of the current storage period or notify Us that You want to change the length of the next period of storage
	11	You can terminate this Agreement by notice to Us. If You return the keys and ID cards and Your account fees are up to date, Your Deposit will be returned in full, but You will not be entitled to a refund of the fixed storage fee. Costs for lost or unreturned keys will be deducted from Your Deposit.
	8.2, 10.4, 12.2, 13	If You do not pay Our Fees on time or fail to comply with the Conditions of this Agreement, We will have certain rights including the right to sell Your goods, forfeit the Deposit, charge You late fees and debt recovery fees
	14.6	We do not insure or arrange insurance for the items stored in the Box. We recommend You take out your own insurance
	16	We may use and share Your personal and other data in certain circumstances.

Customer consent to receiving correspondence from the Company by SMS to the mobile no above **Yes, I consent to SMS notification**

Customer consent to receiving correspondence from the Company by email to the address no above. By consenting to receiving all correspondence from the Company by email You agree that no Notices or correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary **Yes, I consent to email only.**

I have read and ACCEPT the terms and Conditions printed on this Agreement and AGREE to be bound by them.

Signed (The Customer) DATE

Signed (The Nominee) DATE

I have discussed the contents of the above table with the Customer

Signed (for the Company)



Heathrow Safe Deposit Ltd
113A The Broadway Southall Middlesex
UB1 1LN
0208 574 5009



APPLICATION FORM

Referred by:.....

HEATHROW SAFE DEPOSIT LIMITED

TERMS AND CONDITIONS

("Conditions")

1. Definitions

1.1 In these Terms and Conditions, the following words have the following means:-

"Additional Term" –each extension of the Initial Term.

"Advance Fee" – the fixed fee payable in advance for any Additional Term.

"Agreement" – these Conditions, the Application Form and the Price List

"Box" – the Safe-Deposit Box hired by a Customer pursuant to this Agreement as identified in the Application Form.

"Customer" – any natural person or body corporate or other entity identified as the Customer in the Application Form.

"Deposit" – a sum of money paid at the start of the Term, refundable as set out in these Conditions, the amount of which is set out in the Application Form.

"Fee" – the fees charged by Us for the Services as set out in this Agreement.

"Initial Term" - the initial fixed period stated in the Application Form commencing on the Start Date.

"Nominee" –a person nominated by You to have access in accordance with Condition 2.6.

"Notice" –written communication by either Us or the Customer served in accordance with these Conditions.

"Price List" –a list of Fees payable in respect of the Services (as amended from time to time).

"Renewal Date" - the date on which the Initial Term or then current Additional Term expires (as applicable).

"Services" –the supply of safe deposit services provided by Us to the Customer under this Agreement including any additional services provided by Us as specified in the Price List.

"Start Date" –the start date as stated in the Application Form.

"Term" – the Initial Term, as extended from time to time in accordance with this Agreement.

"We", "Us", "Our", "the Company" –Heathrow Safe Deposit Limited.

"You", "Your" –the Customer named in the Application Form

2. Contract

2.1 These Conditions, together with the Application Form and Price List, form the Agreement under which We agree to provide You the use of the Box for the Term.

2.2 These Conditions shall apply to the Agreement and will govern the entire relationship between Us and You throughout the Term.

2.3 The formation of the Agreement is conditional on You providing Us with such evidence of identity as We may require, Our acceptance of the information provided by You in the Application Form and the payment by You of the Deposit. You may not open an account in the name of or on behalf of any third party.

2.4 As part of Our verification process and due to the regulatory environment in which We operate (including anti-money laundering regulations) We may carry out background identity verification checks either ourselves or through external agencies engaged by Us for this purpose. We refer to Condition 16 below in relation to how We use Your personal information. Where the Initial Term or any Additional Term exceeds 12 months, We reserve the right to require You to provide updated proof of identity every twelve months and to terminate this Agreement if You fail to do so within 30 days of any such request.

2.5 If there are any changes in the information provided by You in the Application Form, You must notify Us promptly so that We can update Our records.

2.6 Subject to Our being provided with any additional information as We shall require, You may nominate a person in the Application Form or, at a later date by visiting Our premises with the person You

wish to nominate, and that person shall be granted equal rights of access but not control over the Box ("Nominee")

2.7 You may only appoint one Nominee at any time and You may remove such Nominee by Notice to Us signed by the Customer named in the Application Form.

2.8 The Conditions will only be changed and/or amended in accordance with these Conditions.

3. Key

3.1 There are a total of two keys made for each Box. Upon receipt of the Deposit, We will issue both of the keys to the Customer.

3.2 You are responsible for the safekeeping of these keys at all times. You are not entitled to make or have made any copy of the keys or permit any other person to do so. You agree to indemnify Us and hold Us harmless for any breach of this Condition 3.2 either by You, any Nominee or any other person

3.3 All keys remain Our property at all times.

3.4 We cannot access the safe deposit box once the keys have been released to You without breaking open the Box.

3.5 If any of the keys are mislaid or lost, You must notify Us immediately, either in writing or by telephone. In these circumstances We will replace the lock to the Box and provide You with two new keys to the replacement lock subject to You having paid all sums due to Us for the relevant costs as set out in the Price List, including without limitation the engineers' costs. If you lose 1 of the 2 keys provided you will have to pay the engineers cost of £240.00 plus £100.00 refundable key deposit. If you lose both of the 2 keys provided you will have to pay the engineers cost of £480.00 plus £100.00 refundable key deposit.

3.6

4. Identity Card

4.1 When You open Your account We will issue You with an identity card ("ID Card").

4.2 You are responsible for the safekeeping of the ID Card at all times.

4.3 We require You to programme the ID Card with a unique code which will be used to identify You. You must not allow any other person to use the ID Card or disclose the unique code to any person who is not a Nominee.

4.4 You will not be granted access to the Box unless You are able to produce the ID Card and key together with Your unique code.

4.5 All ID Cards remain Our property at all times.

4.6 In the event that the ID Card is mislaid or lost, You must notify Us immediately either in writing or by telephone. In such circumstances We will replace the ID Card subject You first making payment to Us of the relevant charges as set out in Our Price List.

5. Contents of the Box

5.1 You acknowledge that We are not aware of the contents of the Box and have no knowledge as to the purpose of the storage or the use to which the contents of the Box may be put at any time.

5.2 The Box is designed to store papers, valuables and other items of a similar nature for lawful purposes only. By entering into this Agreement, You agree that You will not store or allow any other person to store 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 or drug trafficking or the proceeds of any other crime, 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) the Box or Our premises, employees, agents, contractors, customers or visitors.

- 5.3 You agree to fully indemnify Us (which means you must fully compensate us for) and pay Us for 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 this Condition 5.3 in respect of any harm, damage or loss that We or any of Our employees, agents, contractors, customers or visitors to Our premises suffer.
- 6. Access**
- 6.1 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.
- 6.2 Access to the Box will be available during Our standard opening hours and will be available only to the Customer or any Nominee upon production of the key, the ID Card and such identification as We may reasonably request.
- 6.3 No access will be permitted to the Box if any sums are outstanding to Us at such time.
- 6.4 You will comply with Our reasonable instructions when on Our premises and will not do anything that may affect the rights of Our other Customers or cause damage or loss to such premises or the property of any third party.
- 6.5 We reserve the right in Our sole discretion to refuse You and/Your Nominee access to the Box pursuant to any lawful instructions, notices or orders which We may receive from any local, national or super-national authority (including any court of law) having jurisdiction in England (“**Lawful Authorities**”).
- 6.6 We also reserve the right in Our sole discretion to allow access to the Box (including breaking open the Box) as We may be directed to do so by any such Lawful Authorities. We are not required to notify You in such circumstances.
- 6.7 After You have accessed the Box, You are solely responsible for relocking the Box.
- 7. Charges**
- 7.1 The Registration Fee and the Deposit must be paid by You on or before the Start Date. The Registration Fee is a one-off non-refundable fee. Subject to the provisions of these Conditions, the Deposit is refundable upon termination or cancellation of the Agreement, provided You return in tact to us all keys and ID Cards for the Box, the box within the Box is fully intact and all monies due to Us under this Agreement have been paid in full.
- 7.2 The charge for the Initial Term shall be as set out in the Application Form. The charge for the Initial Term must be paid at the same time as the Deposit in cleared funds. The advance charge for the fixed period of the Initial Term or any Additional Period is not refundable if the Agreement is terminated before the end of the period covered by the advance charge.
- 7.3 For each Additional Term, We will invoice You in advance for the charge due for such Additional Term being the price for the Additional Term set out in our then current Price List. You must pay such sum on or before the Renewal Date or give Us written notice at least thirty (30) days prior to the Renewal Date either (a) of Your intention to terminate this Agreement with effect from the Renewal Date or (b) that You wish to extend but for a period which is a different length from the Initial Term. In case (b), We will issue an amended invoice for the new Additional Term.
- 7.4 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 Price List from time to time. We reserve the right to amend the Price List from time to time and without notice. A copy of the Price List current from time to time is available from Our offices or on Our website
- 7.5 All payments may be made by cash, cheque, credit, debit or visa card. We will not treat any amount 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.
- 7.6 All Our prices and charges are quoted in British Pounds Sterling (£), and unless otherwise stated, are exclusive of Value Added Tax at the prevailing rate and where applicable.
- 8. Late payment, non-payment and interest**
- 8.1 All Fees and/or other payments due under this Agreement are to be paid within the time period stated in this Agreement, these Conditions and/or the Price List (as the case may be) (“**Due Date**”).
- 8.2 If You fail to pay Us any Advance Fee for an Additional Term by the relevant Renewal Date, We will charge You an administration Fee of £30 We will charge You an additional late payment Fee of £30 for each additional period of 30 days (or part thereof) for which the payment remains outstanding up to and including the next Renewal Date or if earlier the date on which We dispose of the contents of the Box in accordance with Condition 13.
- 8.3 In the event of late or non-payment by You, We shall be entitled to recover from You any amounts payable in respect of charges for additional services rendered in relation to the late payment or non-payment (including the costs of debt recovery agents engaged by Us);
- 9. Suspension of the services**
- 9.1 In the event of non-payment by the Due Date for payment of the Advance Fee or any other charges, We reserve the right to suspend the Services without further notice. This includes not granting You or any Nominee access to the Box.
- 9.2 All Our liabilities to You in respect of 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 late payment Fees.
- 10. Commencement, duration, cancellation and renewal**
- 10.1 This Agreement will commence on the Start Date and, unless You give Us notice either (a) to cancel the Agreement at the end of the Initial Term or any Additional Term or (b) to renew or extend the Agreement for a period which is different to the length of the Initial Term or the then current Additional Term, it shall **automatically renew** for another period of the same length as the Initial Term or the current Additional Term. This does not affect the rights to terminate the Agreement at any time in accordance with the provisions of Condition 11
- 10.2 If You give Us notice to cancel the Agreement 30 days or more prior to the next Renewal Date, no administration fee will be charged as long as You have paid all Fees and/or other payments due under this Agreement and you comply fully with Condition 12.
- 10.3 If You give Us notice to cancel the Agreement less than 30 days prior to the cancellation of the Initial Term or any Additional Term, We will charge an administration fee of £30.
- 10.4 If You do not give Us notice either to cancel the Agreement or to extend the Agreement for a different length period, the Term of the Agreement will automatically be renewed and extended for an Additional Term (being the same length as the Initial term or previous Additional Term as applicable) and You will be liable to pay the Advance Fee for the Additional Term, together with the administration fee of £30.00 as set out in Condition 8.2. Until such payment has been made in full, no access will be permitted to the Box
- 10.5 If You give Us notice to extend the Term of this Agreement for a period which is different to the length of the Initial Term or the then current Additional Term, We will invoice you in advance for the charge due for the revised Additional Term. You must pay such sum on or before the Renewal Date and if You do not, then Condition 8.2 applies.
- 10.6 We reserve the right in Our sole discretion not to renew this Agreement either automatically or at Your request on expiry of any Initial Period or Additional Term or on termination, however such termination comes about.
- 11. Termination**
- 11.1 If You give Us notice to cancel the Agreement 30 days or more prior to a Renewal Date, this Agreement will expire automatically at the end of the Initial Term or the then current Additional term, as applicable. If You give Us notice to cancel the Agreement less than 30 days prior to the end of the Initial Term or any Additional Term, this Agreement will terminate 30 days after the date on which we receive the cancellation notice.
- 11.2 You may terminate this Agreement at any time by Notice in writing to Us, subject always to returning all keys and ID Cards relating to the Box and collecting all items remaining in the Box. We will refund to You the Deposit, less any deductions which We are entitled to make in accordance with these Conditions, but will at no time be liable to refund the Fee for the Initial Term or the then current Additional Term in whole or in part.
- 11.3 We may terminate this Agreement:-
- a) immediately by notice in writing to You if You breach any of these Conditions which have not been remedied by You within thirty (30) days of Our notice to You in writing specifying the nature of the breach and remedy required;

<p>b) immediately upon notice in writing to You in the event that We become aware of or reasonably suspect any breach of the terms of Condition 5 or pursuant to Condition 13; or</p> <p>c) 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 or (being a private individual) You have a bankruptcy petition presented against You or are declared bankrupt or (if You are a company or body corporate) You suspend or threaten to suspend payment of your debts or a petition is filed and notice is given or resolution passed or order made for or in connection with Your administration or winding up (other than for the purpose of a scheme of solvent amalgamation or Your solvent reconstruction); or</p> <p>d) by notice in writing at least thirty (30) days before a Renewal Date if We do not wish to automatically extend the Agreement; or</p> <p>e) in accordance with Condition 13.1.</p> <p>12. Effect of termination</p> <p>12.1 At the end of the Term (whether by cancellation or termination):-</p> <p>a) any outstanding sums due to Us shall become immediately due and payable;</p> <p>b) You shall immediately remove all contents of the Box;</p> <p>c) Your rights in relation to the Box and those of any Nominee shall immediately cease; and</p> <p>d) You shall immediately return to Us by hand or by recorded delivery all keys and ID Cards relating to the Box in Your possession or control.</p> <p>12.2 If You fail to comply with Condition 12.1 above, You shall be liable for and shall pay to Us on demand any and all charges which We may incur arising from such failure, including but not limited to additional storage fees at the daily rate provided in the then current Price List, any costs incurred by Us replacing the lock to the Box and obtaining new keys and including the costs of debt recovery agents engaged by Us.</p> <p>12.3 If within sixty (60) days of the date of termination of this Agreement You have not removed all the contents of the Box, We shall be entitled to take all steps set out in Condition 13 which are referred to as applying following termination. If, following any such disposal, any proceeds remain after settlement of all sums due to Us under this Agreement, We shall send any remaining sums to Your last known address. If the sums raised by any such disposal do not cover the sums due to Us, We reserve the right to recover such sums from You.</p> <p>12.4 The cancellation or termination of this Agreement for any reason will not affect any rights or liabilities which have accrued prior to cancellation or termination nor affect any of the Conditions which are intended (whether expressly or by implication) to survive cancellation or termination.</p> <p>13. Release and disposal</p> <p>13.1 If We have not received payment of all amounts due and owing to Us within a period of ninety (90) days following the Due Date, We shall be entitled to give notice to You to terminate this Agreement on thirty (30) days' notice and, upon termination, We shall be released from all further obligations to You.</p> <p>13.2 If this Agreement is terminated pursuant to Condition 13.1 and You have not cleared the full outstanding balance of amounts due to Us within sixty (60) days of the Termination Date, We shall be entitled, having given not less than thirty (30) days' notice of Our intention to do so, to break open the Box. We shall do so in the presence of an independent witness, whose signature of an inventory of the contents of the Box shall be conclusive evidence as to such contents. We shall then be entitled to sell or otherwise dispose as We see fit of such contents.</p> <p>13.3 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 and all further costs, charges and expenses which We may reasonably incur in relation to breaking open the Box pursuant to this Condition 13 or in attempting to recover sums due to us (including the costs of debt recovery agents engaged by us).</p> <p>13.4 We will apply the proceeds in the following order:-</p> <p>a) interest accrued to date of payment;</p>	<p>b) any amounts payable in respect of charges due for additional services rendered in relation to the late payment or non-payment (including the costs of debt recovery agents engaged by us); and</p> <p>c) amounts payable in respect of Fees.</p> <p>13.5 Any items that are not disposed of or destroyed will be held by Us (at Our sole discretion) in a manner We deem appropriate.</p> <p>14. Our liability to You</p> <p>14.1 This Condition 14 sets out Our entire financial liability to You in contract or tort in respect of any breach of this Agreement by Us.</p> <p>14.2 Subject to the provisions of Conditions 14.5 and 14.7 below, Our entire liability for loss of or damage to the contents of Your Box (individually and collectively and as deposited by You from time to time) is limited as follows:-</p> <p>a) if You are an individual, 10 times the charges paid in respect of the 12 month period in which the liability arises; and</p> <p>b) if You are contracting in the course of a business, 5 times the charges paid in respect of the 12 month period in which the liability arises.</p> <p>14.3 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 act, omissions or as a result of a breach by You of any of Our Conditions 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 or sent to Us.</p> <p>14.4 In no event are We liable to You or to any other person for any losses in excess of the amounts set out in Condition 14.2 or for any 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 directly or indirectly) arising out of or in connection with this Agreement.</p> <p>14.5 None of the provisions of this Condition 14 nor any other provisions of our Conditions 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.</p> <p>14.6 Please note that we do not provide insurance against any potential liability that may arise due to the use by Our customers of Our Services. We, therefore, strongly advise You to insure the items You intend to store in the Box throughout the term against all damage and loss to the full replacement value and We will not be liable to You or any Nominee in respect of the same, save as specifically provided in this Agreement.</p> <p>14.7 We are not liable to You in the event 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, rules, regulations, instruction or direction, statutory obligations (including obligations as to Health & Safety), failure of public or private transport or any action of any Government or Regulatory Body, accident, breakdown 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.</p> <p>14.8 You further 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, other than to the extent caused by our negligence.</p> <p>14.9 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.</p> <p>15. Succession</p>
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- 15.1 **Death or mental capacity of Customer (private individual)** - If You are a private individual and You die or become mentally incapable during the Term, We shall allow your personal representatives or lawfully appointed attorney to open the Box, or shall open the Box for Your personal representatives or attorney provided that such persons produce to Us on demand a valid appointment as attorney, grant of probate or letters of administration appointing such person as the executors or administrators of Your estate, and such persons produce to Us on demand evidence of their identity and enter into an indemnity in Our favour in a form satisfactory to Us.
- 15.2 **Corporate customer – company sale or insolvency** - If You are a corporate customer and Your company undergoes a change of control (which shall have the meaning given to is in section 840 of the Income and Corporation Taxes Act 1988 (as amended)) or You are unable to meet Your debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or a petition is filed, notice is given, a resolution is passed, or an order is made, for or in connection with Your administration or winding up (other than for the purpose of a scheme of solvent amalgamation or solvent reconstruction), We shall allow Your attorney or the insolvency practitioner to open the Box or shall open the Box for such persons provided that they produce to Us, on demand, either a valid copy of the agreement selling to them the contents of the Box or a valid copy of their appointment as an insolvency practitioner, and such persons produce to Us on demand evidence of their identity and enter into an indemnity in Our favour in a form satisfactory to Us.
- 15.3 Nothing in this Condition 15 shall affect the entitlement of any Nominee properly authorised by the Customer to access the Box
- 16. Data Protection**
- 16.1 We collect information about You when You register with Us and throughout the course of this Agreement. This information includes Your personal data (“**Your Data**”) and We process Your Data in accordance with the Data Protection Act 1998.
- 16.2 Your Data will be used for the purposes of this Agreement, processing payments, communicating with You and generally maintaining Your account with Us.
- 16.3 We may share Your Data with, and obtain information about You, from credit reference agencies or fraud prevention agencies or trade associations of which We are a member.
- 16.4 We will release Your Data and other account details at any time if We consider in Our sole discretion that such release is appropriate:-
- to comply with the law;
 - to enforce this Agreement;
 - for fraud protection and credit risk reduction;
 - for crime prevention or detection purposes;
 - to protect the safety of any person at Our premises; or
 - if We consider the security of the Box or its contents, or other boxes at Our premises or their contents may be put at risk.
- 16.5 In the event that We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets or if We or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.
- 16.6 If You agree, We will use Your Data for Our marketing and other like or related purposes, including to provide You with information, products or services that You request from Us or which We feel may interest You. Other than as set out in Condition 16.4, We will not pass on Your Data to third parties.
- 16.7 You have the right to request a copy of the information that We hold about You. If You would like a copy of some or all of Your personal information, please email or write to Us at the address set out in the cover sheet. We may make a small charge for this service.
- 16.8 For further information as to how We treat Your personal Data and keep it secured, please refer to Our privacy policy on Our website at [WWW.HEATHROWSAFEDEPOSIT.COM]. Further information concerning Data Protection and Your rights as a data subject can be found on the website of the Information Commissioner at www.dataprotection.gov.uk.
- 17. Confidentiality**
- 17.1 We treat all information which You supply to Us at any time in confidence. We will not disclose any such Information to any other person save as authorised by You or as otherwise provided in these

- Conditions. We shall take all proper and reasonable steps to maintain the confidentiality of such information during the Term. We shall not be 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 the time already in the public domain. We may from time to time be required to disclose such information to third parties pursuant to Condition 16.4 and may lawfully do so without being in breach of this Condition or any other duty which We owe to You.
- 17.2 **It is Your responsibility to keep safe any keys and ID 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 ID Cards or from Your disclosure of such passwords or codes.**
- 18. Notice**
- 18.1 Any Notice required to be given under this Agreement shall in writing and shall be delivered personally, or sent by prepaid first class post, recorded delivery or by commercial courier to the other party.
- 18.2 Any Notice shall be deemed to have been duly received if delivered personally, when left at the relevant address or, if sent by prepaid first class post or recorded delivery, at 09.00 a.m. on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed.
- 18.3 We are not required to provide a copy of any Notice to any person other than the Customer and service by Us of the notice on the Customer shall be deemed to have been properly made on the Customer and any Nominee.
- 18.4 A Notice required to be given under this Agreement shall not be valid if sent by email.
- 19. Website and email**
- 19.1 Our website is WWW.HEATHROWSAFEDEPOSIT.COM (or such other website address as We may notify You of from time to time) (“**Website**”).
- 19.2 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.
- 19.3 Use of our Website is subject to the terms and conditions of the Website as posted from time to time.
- 19.4 Any communication from Us to You via email will only be made from an authorised Company email user and will carry the suffix @HEATHROWSAFEDEPOSIT.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.
- 20. General**
- 20.1 This Agreement is personal to the Customer and, save for the ability to appoint a Nominee from time to time, neither this Agreement nor any of its provisions or any Customer obligations or rights or privileges under it may be transferred, assigned or sub-licensed the Customer either in whole or in part at any time to any other person.
- 20.2 No failure by Us to enforce or delay by Us in enforcing any of Our Conditions at any time shall amount to a waiver or release of any of them and shall be without prejudice to any subsequent requirements or action.
- 20.3 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement. This means that no person who is not a party to this Agreement may bring any action under it.
- 20.4 We may be required to amend Our Conditions to comply with changes in the law or regulatory and other requirements. The terms and conditions which will apply to this Agreement are those set out here. In the event of any change at any time to Our Conditions, We will notify You in writing. Our Conditions may not otherwise be varied or amended save in writing by Us signed by our duly authorised representative. Where you have consented to receive notices by email, then notice of changes to Our Conditions will be duly notified to You if sent by email to the last email address You have provided to Us. A copy of Our latest Conditions can be viewed on Our website at www.WWW.HEATHROWSAFEDEPOSIT.COM where You can also print off a copy for Your records. No changes to Our Conditions will be binding on You until twenty-eight (28) days after notification to You of the change.

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

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

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

21. Law and Jurisdiction

This Agreement and these Conditions 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.

February 2018