

**TERMS AND CONDITIONS  
FISH BROTHERS SAFETY DEPOSIT BOX**

**PLEASE NOTE THAT UNDER CLAUSE 13.8 YOU ARE STRONGLY ADVISED TO TAKE OUT AND MAINTAIN ADEQUATE INSURANCE AGAINST THE ITEMS YOU AND/OR YOUR JOINT HOLDER STORE IN THE BOX TO THEIR FULL REPLACEMENT VALUE AND FOR ALL LOSS AND DAMAGE.**

**1. DEFINITIONS**

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

“Application Form”	means the application form that states the box you are requesting to hire;
“Box”	has the meaning given to it in clause 2.1;
“Contract”	has the meaning given to it in clause 2.1;
“Deposit”	has the meaning given to it in clause 2.8.4;
“Event Outside Our Control”	has the meaning given to it in clause 19.2;
“Inventory”	means the document We ask you to complete that lists the Items you deposit in the Box;
“Items”	has the meaning given to it in clause 2.3;
“Joint Holder”	has the meaning given to it in clause 4.2;
“Key”	has the meaning given to it in clause 6.1;
“Password”	has the meaning given to it in clause 7.1;
“Personal Padlock”	has the meaning given to it in clause 8.1;
“Rental Fees”	has the meaning given to it in clause 12.2;
“Rental Period”	has the meaning given to it in clause 2.1;
“Terms”	means the terms and conditions set out in this document;
“We/Our/Us”	Fish Brothers Group Limited a company incorporated and registered in England and Wales with company registration number 00081027 and whose registered office address is 114 High Street, Walthamstow, London E17 7JY;
“you”	means the applicant named on the Application Form to which these Terms are attached.

**2. OUR CONTRACT WITH YOU**

- 2.1 **These Terms, together with the Application Form and Inventory, form the entire contract between you and Us (“the Contract”) under which We agree to permit you to use the safety deposit box stated in the Application Form (“the Box”) for the period stated in the Application Form (“the Rental Period”).**
- 2.2 **Please ensure that you read these Terms carefully, and check that the details on the Application Form and Inventory are complete and accurate, before you sign the Application Form. In particular, please note the contents of clauses 13 (Limitation of Liability), 9.8 (Indemnity) 14 (Our Rights over Box Contents) and 21.1 (Other Important Terms).**
- 2.3 **Please note that these Terms provide that the risk of loss of or damage to any items provided by you and/or your Joint Holder for storage in a Box (“Items”) is borne by you and your Joint Holder at all times (see clause 21.1) and:**
- 2.3.1 **you acknowledge that alternative terms are available for a higher fee, under which We bear that risk subject to our stated levels of insurance;**
- 2.3.2 **you agree that you will either insure the items deposited against the risk of loss or damage whilst deposited or that you accept that those items will be uninsured if lost or damaged whilst deposited.**
- 2.4 **If you think that there is a mistake, please discuss this with Us. Your signature of the Application Form will be treated by Us as acceptance of all Terms and will serve as evidence that you have read and understood them.**

- 2.5 In order for a Box to be rented to you, you must complete the Application Form and Inventory. We will look with you at and photograph the Items before We place the items inside your Box. In accordance with clause 8, you may be able to provide a Personal Padlock to attach to any receptacle contained within the Box if you wish to do so.
- 2.6 When you sign and submit the Application Form to Us, this does not mean that We have accepted your order. Our acceptance of your order will take place as described in clause 2.8. If We are unable to supply you with a Box, We will inform you of this and We will not process your order.
- 2.7 We reserve the right to refuse to accept or place into a Box any items which We, in Our absolute sole discretion, consider inappropriate.
- 2.8 The formation of the Contract is conditional upon:
- 2.8.1 You, and any Joint Holder, providing Us with such evidence of identification and such other information as We may, in Our sole absolute discretion, require;
  - 2.8.2 you, and any Joint Holder, satisfactorily passing, in Our absolute sole discretion, any anti-money laundering checks that We may conduct;
  - 2.8.3 Our acceptance of the information provided by you in the Application Form and Inventory;
  - 2.8.4 you paying a deposit in the sum provided in the Application Form ("the Deposit");
  - 2.8.5 you paying all Rental Fees as stated on the Application Form in advance in cleared funds; and
  - 2.8.6 Us countersigning the Application Form.
- 2.9 The Deposit will be returned to you provided you comply with these Terms, including returning the Keys (as defined below) in good condition and provided that no other sums are due to Us from you under the Contract at such time.
- 2.10 We may have to suspend the rental of the Box if We have to deal with technical problems or make improvements as agreed between you and Us in writing to Our Box rental services. We will contact you to let you know in advance when this occurs, unless the problem is urgent or an emergency.
- 2.11 Where the provision of the Box is suspended, We will use reasonable endeavours to make arrangement to store your items securely elsewhere whilst the provision of the Box is suspended. Where We suspend the Box rental services, We may offer you a refund relating to the length of time that the Box rental services are suspended or increase the length of your Rental Period accordingly.

### **3. CHANGES TO ORDER OR TERMS**

- 3.1 You must inform Us promptly of any change in the information provided by you in the Application Form and/or Inventory.
- 3.2 We may revise these Terms from time to time to reflect:
- 3.2.1 changes in how We accept payment from you;
  - 3.2.2 changes in relevant laws and regulatory requirements;
  - 3.2.3 changes in how We conduct Our identification and an anti-money laundering checks; and
  - 3.2.4 changes in how We maintain the security of the Box.
- 3.3 If We have to revise these Terms under clause 3.2, We will give you written notice of any changes to these Terms. If We do so, you can choose to cancel the Contract by notifying Us in writing within thirty days of Our notice of the revision.

#### **4. JOINT HOLDERS**

- 4.1 You shall not open an account to use a Box in the name of or on behalf of any third party.
- 4.2 You may nominate another person to have equal rights to access, control and add or remove Items to and from the Box as you, either by naming that person as a joint holder on the Application Form or by you subsequently nominating that person to Us. Any such person nominated by you and accepted by Us will be a "Joint Holder". The proposed joint holder must meet Us in person, provide Us with any identification documents We require, agree to these Terms and sign an Application Form before We may accept them as a Joint Holder.
- 4.3 To confirm, We will not accept any Joint Holder who does not pass Our anti-money laundering checks.
- 4.4 Each Box may only have a maximum of one Joint Holder at any one time.
- 4.5 You should only appoint as a Joint Holder someone who you know personally and trust.
- 4.6 We will not be liable to you or your Joint Holder for any loss or damage you or your Joint Holder may suffer as a result (directly or indirectly) of the appointment of a Joint Holder nominated by you. You shall be liable to Us for any loss or damage suffered which results from or arises in connection with the acts or omissions of any such Joint Holder.
- 4.7 We shall not be bound to accept any instructions We receive from you or any Joint Holder requesting Us to refrain from either allowing the other to access the Box or from returning any items to them.
- 4.8 Except in the case of death, in which case We require sufficient evidence, We will only remove a Joint Holder on receipt of an original letter signed by the Joint Holder requesting that they be removed as a Joint Holder.

#### **5. ANTI-MONEY LAUNDERING**

- 5.1 As part of Our verification process and due to the regulatory environment in which We operate (including anti-money laundering regulations), We may need to use the services of certain identity verification agencies appointed by Us from time to time. We also direct you to clause 16 (How We Might Use Your Information) below, which you should read carefully.
- 5.2 We reserve the right to refuse to store any items in any Box and to cancel the Contract if you or any Joint Holder fail, in Our absolute sole discretion, to satisfactorily pass any of Our anti-money laundering checks or if We consider, again in Our absolute sole discretion, that the Box is being used for an unlawful purpose or to store unlawful items.

#### **6. KEYS**

- 6.1 Once an Application Form has been completed and signed by You and Us (and any Joint Holder) and once We have received the Deposit and Rental Fees, We will issue you with 2 keys to the Box (each a "Key").
- 6.2 You are solely responsible for the safe-keeping of each Key and must not allow access to it by anyone other than your Joint Holder. Further, you must not copy the Key(s) or permit any third party (including any Joint Holder) to do so. You and the Joint Holder from time to time agree to hold Us harmless for any breach of this clause 6 and to pay us for any loss We may suffer as a result.
- 6.3 All Keys remain property belonging to Us at all times.
- 6.4 You must inform Us immediately by telephone or e-mail if you or your Joint Holder lose any Key(s).

- 6.5 We do not retain any Key or any copy and We cannot access the Box once the Keys have been released to You without breaking the Box open. You acknowledge that this may cause damage to the contents of the Box for which We are not liable.
- 6.6 You will be responsible for all costs We incur if you, or any Joint Holder, lose the Key(s), including all costs associated with breaking the Box open, replacing the lock and replacing the Key(s). We will not issue replacement Key(s) until you have paid all sums due to Us under this clause 6.6 and returned any Key that has not been lost to Us. We reserve the right to apply the Deposit against such sums, and to charge you for the balance.
- 6.7 We reserve the right to cancel the Contract and require the payment of all sums and costs due to Us from you if We deem, in Our absolute sole discretion, that you and/or your Joint Holder are losing Keys unreasonably frequently.
- 6.8 Upon you returning any Key that has not been lost and paying the sums due to Us under clause 6.6 We will use reasonable endeavours to issue a new Key(s) to you within 14 days of you informing Us of its loss.

## **7. PASSWORD**

- 7.1 In order to help protect your Items, you will be provided with a password upon completing the application process and each time a Joint Holder's appointment is terminated ("Password"). You, and any Joint Holder, will be required to state the Password to Us each time you or your Joint Holder wish to visit the Box. You and/or your Joint Holder will not be permitted to access the Box if you and/or your Joint Holder cannot inform Us of your Password.
- 7.2 You and your Joint Holder shall treat the Password as confidential and will not disclose it to any third party other than to Us or the Joint Holder that may be appointed at that time.
- 7.3 Except in circumstances that have been caused by Our breach of Contract or negligence, you will be liable for any loss or damage suffered as a result of your Password being disclosed to any third party and We will not be liable for such loss or damage.

## **8. PERSONAL PADLOCKS**

- 8.1 Boxes may, subject to availability, contain a receptacle provided by Us for the storage of Items. Where the design of the receptacle and/or Box allows you to do so, you or your Joint Holder may, if you wish to do so, provide and use your own padlock ("Personal Padlock") to lock the receptacle contained within the Box. The use of such a Personal Padlock is for your own peace of mind only and, if supplied, is in addition to the Keys to the Box that We will supply you with in accordance with clause 6.1.
- 8.2 We are not responsible if either you or your Joint Holder are unable to unlock any Personal Padlock. You acknowledge that if you or your Joint Holder are unable to unlock any Personal Padlock, We may need to break the Personal Padlock and/or the Box open. You acknowledge that in such circumstances, We are not liable for damaging the Personal Padlock or for any damage that may be caused to the contents of the Box.
- 8.3 You will be responsible for all costs We incur if you, or any Joint Holder, are unable to unlock the Personal Padlock, including all costs associated with breaking the Personal Padlock and/or Box open. We reserve the right to apply the Deposit against such sums, and to charge you for the balance.
- 8.4 If you change your Joint Holder at any time, We recommend that you change any Personal Padlock at the same time.

## 9. THE BOX

9.1 The size and dimensions of the Box that you and your Joint Holder are granted a licence to use will correspond with the size of box that you select on the Application Form.

9.2 The licence for you, and your Joint Holder, to use the Box is to allow you and your Joint Holder to store papers, jewellery, valuables and other items of a similar nature for lawful purposes only.

9.3 By entering into the Contract you and your Joint Holder agree that you and/or your Joint Holder will not bring into Our offices or branches or place in any Box any item(s) which are or which We consider in Our absolute sole discretion to be:

- 9.3.1 chemical;
- 9.3.2 noxious,
- 9.3.3 poisonous;
- 9.3.4 corrosive;
- 9.3.5 inflammable;
- 9.3.6 explosive or unstable;
- 9.3.7 perishable;
- 9.3.8 living;
- 9.3.9 indecent;
- 9.3.10 immoral;
- 9.3.11 offensive;
- 9.3.12 illegal;

or anything that may cause any harm whatsoever to any person, premise or place including (without limitation) the Box, Our offices, branches, employees, agents, contractors, customers or visitors.

9.4 For the avoidance of doubt but without limiting clause 9.3, the following items are prohibited:

- 9.4.1 guns;
- 9.4.2 knives;
- 9.4.3 firearms;
- 9.4.4 ammunition;
- 9.4.5 drugs;
- 9.4.6 plants or plant materials; and
- 9.4.7 any living organism (including animals).

9.5 Further, you and/or your Joint Holder shall not store, or allowed to be stored, in any Box any items that are stolen or otherwise being stored for the purposes of seeking to put them beyond the reach of law enforcement agencies or any person lawfully entitled to them.

9.6 You are responsible for ensuring that none of the above items are placed in the Box whether by you or any Joint Holder.

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

9.8 **You and your Joint Holder agree to fully reimburse Us for all liabilities, costs, expenses, damages and losses suffered or incurred by Us as a result of you breaching this clause 9.**

## 10. ACCESSING AND VISITING THE BOX

10.1 Subject to the rest of this clause 10 and the Terms, you and your Joint Holder will be permitted to visit the Box as many times as you wish during the Rental Period at no additional charge.

- 10.2 A private viewing room at each branch is available upon request, where you can view the contents of your Box. No additional charges will be made for the use of the private viewing room.
- 10.3 Access to the Box will only be available during the standard opening hours of the branch where the Box is located. Our standard opening hours are 9.30am to 5.00pm, Monday to Saturday but these may vary from branch to branch and are subject to change from time to time.
- 10.4 We do not accept any enquiries regarding the Box over the telephone and We will not give out any information regarding the Box over the telephone.
- 10.5 Access to the Box will be available only to the person(s) specified in the Application Form or added later, as per clause 4.2, on the production of the Key, the Password, and such identification documentation as We may reasonably request.
- 10.6 We are entitled to presume and rely on the authenticity and lawfulness of any identification documentation provided to Us.
- 10.7 No access will be permitted to the Box if any sums are outstanding to Us at such time. You and your Joint Holder will comply with Our reasonable instructions when on Our premises and will not do anything that may cause damage or loss to Us or any third party.
- 10.8 After each time you and/or you Joint Holder access the Box, you will, or you will procure that your Joint Holder will, if appropriate, inform Us of any Items that you or your Joint Holder have removed from the Box or any new Items that you or your Joint Holder have placed in it and will update (where required), sign and date the Inventory.
- 10.9 Signature by you or your Joint Holder of the Inventory will act as your confirmation that there has been no loss of or damage to any Items whilst they have been stored in the Box. If there has been any loss of or damage to any Items you and/or your Joint Holder should not sign the Inventory but instead inform Us immediately of any loss or damage. You and your Joint Holder shall allow Us to keep any damaged Items for the purposes of inspection, give Us a reasonable opportunity to examine any damaged Items and provide Us with any materials or information (including written details of the damage suffered) that we reasonably require to assess the loss or damage.
- 10.10 We reserve the right to refuse access to the Box pursuant to any lawful instructions, notices or orders which We may receive at any time from any lawful authority having jurisdiction in the United Kingdom. We are not required to notify you or your Joint Holder in such circumstances.
- 10.11 Subject to the presentation of appropriate documentation, We additionally reserve the right to permit access to the Box to any person exercising judicial or statutory powers for the reasons provided in such documentation. We are not required to notify you or your Joint Holder in such circumstances.
- 10.12 If We receive any of the instructions, notices or orders or other appropriate documentation referred to in clauses 10.9 and 10.11 We reserve the right to cancel the Contract without any liability or refund to you or your Joint Holder.
- 10.13 You acknowledge that your rights, and those of any Joint Holder, with regard to the Box are those of a licensee and nothing in these Terms grants you, or any Joint Holder, any right of ownership in the Box or the premises in which it is stored.
- 10.14 You and your Joint Holder acknowledge that We 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.
- 10.15 You and your Joint Holder acknowledge that whilst 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.

## **11. OUR OBLIGATIONS**

- 11.1 We will provide the services under the Contract with reasonable skill and care.
- 11.2 We will keep the contents of your Box confidential and will not disclose them to any third party other than for the purpose of, or in accordance with, these Terms or to the extent required by law.
- 11.3 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 11.4 In the unlikely event that there is any defect with Our Box rental services, please contact Us and tell Us as soon as possible and please give Us a reasonable opportunity to address and remedy any defect.

## **12. RENTAL FEES**

- 12.1 You and your Joint Holder will have access to the Box for the duration of the Rental Period stated in the Application Form during our normal business hours.
- 12.2 The fee for the Rental Period will be as set out in the Application Form ("the Rental Fees"). All Rental Fees are inclusive of VAT. All Rental Fees must be paid in full and cleared funds before the commencement of the Rental Period.
- 12.3 The minimum Rental Period is 1 month and the maximum Rental Period is 12 months. It is your responsibility to monitor the Rental Period, however, We will use reasonable endeavours to notify you before the expiry of the Rental Period that your Contract is due for renewal by sending written notice to the most recent contact address you have notified Us of in writing or, if you have not done so, to the address you provided on the Application Form. We are not liable for any failure by you to receive, read or act upon on notice sent to you by Us.
- 12.4 Upon the expiry of your Rental Period We shall give you the opportunity to renew your Contract and to pay for a new Rental Period.
- 12.5 We customarily review Our Rental Fees once a year. In the event of any increase in the Rental Fees We will notify you when your Contract is due for renewal and give you the opportunity to either renew your Contract at the Revised Rental Fees and on the revised Terms or to cancel your Contract.

## **13. LIMITATION OF LIABILITY - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

- 13.1 This clause 13 sets out Our entire financial liability to you and your Joint Holder in contract or tort in respect of any breach of the Contract by Us.
- 13.2 Nothing in these Terms limits or excludes Our liability for:
  - 13.2.1 death or personal injury resulting from Our negligence, or the negligence of Our employees, agents and subcontractors; or
  - 13.2.2 fraud or fraudulent misrepresentation; or
  - 13.2.3 any liability that cannot be lawfully limited or excluded under English law.

- 13.3 If either of us fail to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a reasonably foreseeable consequence of the failure to comply with these Terms at the time We entered into the Contract with one another.
- 13.4 We are only liable for those losses that are reasonably foreseeable at the time you and Us entered into the Contract with one another, We are not responsible for any losses that are unforeseeable.
- 13.5 In addition, We shall not be liable to you and/or your Joint Holder in respect of any damage caused to the Items in the Box by ordinary wear and tear, gradual deterioration or by atmospheric or climatic conditions. We shall not be liable for any loss or damage suffered which arises from or in connection with any cash that is placed in the Box.
- 13.6 We only supply the Box for private use. You and any Joint Holder agree not to use the Box for any commercial or business purposes, and accordingly We have no liability to you and/or your Joint Holder for any loss of profit, loss of business, business interruption, or loss of opportunity.
- 13.7 Subject to clause 13.2, Our total liability to you and/or your Joint Holder in respect of any losses arising under or in connection with this Contract shall in no circumstances exceed the total Rental Fees that have been paid by you to Us in the preceding 12 month period ending on the date that the liability arises.
- 13.8 **You are reminded that under clause 2.3, you have chosen to accept these Terms under which the risk of loss of or damage to any Items is borne by you and your Joint Holder at all times (see clause 21.1) and:**
- 13.8.1 **you acknowledge that alternative terms are available for a higher rental fee;**
- 13.8.2 **you agree that you will either insure the items deposited against the risk of loss or damage or that you accept that those items will be uninsured if lost or damaged whilst at your risk.**
- 13.9 We are not liable for any loss or damage which would not have arisen but for your failure to comply with any of the provisions in these Terms or in the Contract.

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

**In the event of any breach of the Contract by you or your Joint Holder, We shall have a right (in law referred to as a "lien") which shall supersede all others and which We may exercise over all of the contents of the Box which shall not be released by Us unless or until you have remedied all such breaches to Our reasonable satisfaction and We have recovered all loss or damage directly attributable to such breaches.**

#### **15. DEATH OR MENTAL INCAPACITY**

- 15.1 If you are a private individual and die or become mentally incapable during the Term We shall allow your personal representatives or lawfully appointed lawyer to open the Box, or shall break open the Box for your personal representatives or lawyer provided that such persons produce to Us on demand:
- 15.1.1 a valid legal engagement letter, grant of probate or letters of administration appointing such persons;
- 15.1.2 evidence of their identity; and
- 15.1.3 enter into an indemnity in Our favour in a form satisfactory to Us.
- 15.2 If a Joint Holder dies during the Term, We will not permit an alternative Joint Holder to be nominated unless you first supply to us the death certificate of the deceased Joint Holder.



## **16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 16.1 We will use personal information you and your Joint Holder provide to Us solely as set out in this clause 16.
- 16.2 We will use the personal information you and your Joint Holder provide to Us to:
- 16.2.1 administer your account; and
  - 16.2.2 perform the Contract and allow you and your Joint Holder to use the Box.
- 16.3 You agree that We may submit your name, address and payment record (and the same details in respect of your Joint Holder) to a credit reference agency for credit checking, anti-money laundering and identity verification purposes.
- 16.4 We may disclose your, and your Joint Holder's, personal information to third parties:
- 16.4.1 in the event that We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets;
  - 16.4.2 if We or substantially all of Our assets are acquired by a third party, in which case personal data held by Us about Our customers will be one of the transferred assets; and
  - 16.4.3 if We are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce the Contract, or to protect the rights, property, or safety of Us, Our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **17. CANCELLATION**

- 17.1 Unless you give Us notice to renew or extend the Contract, it shall expire at the end of the Rental Period.
- 17.2 If any payment due to Us remains outstanding for a period of 30 days from the date it fell due We may immediately cancel the Contract by notice in writing to you.
- 17.3 Either party may cancel the Contract immediately by giving notice in writing to the other if the other commits a material breach of Contract.
- 17.4 We may cancel the Contract immediately at any time, without any liability to you and/or your Joint Holder, if you and/or your Joint Holder fail any anti-money laundering checks.
- 17.5 If you make a payment in advance of depositing any Items in the Box, you can cancel your order at any time before the Items are deposited, or within 14 calendar days of depositing the Items, and We will refund the advanced payment to you.
- 17.6 You may cancel the Contract at any time by writing to Us. In such circumstances We may offer you a refund equal to the proportion of the Rental Fees that relates to the remainder of the unexpired Rental Period, provided that (except where such cancellation is a result of Our breach) We shall not have any obligation to refund any pre-paid fees to you.
- 17.7 We may cancel the Contract at any time by providing you with at least 30 calendar days' notice in writing. Any Rental Payments made in advance for services that have not been provided to you, will be refunded to you.

## **18. EFFECT OF CANCELLATION**

- 18.1 Subject to clause 14, on cancellation or expiry of the Contract:
- 18.1.1 you shall immediately remove all contents of the Box;

- 18.1.2 you shall immediately unlock and remove any Personal Padlock you have secured to a receptacle contained within a Box in accordance with clause 8;
  - 18.1.3 you shall immediately return to Us either by hand or by recorded delivery the Keys and any other property belonging to Us that you or your Joint Holder may have in your possession,
  - 18.1.4 any outstanding sums and interest due to Us shall become immediately due and payable;
  - 18.1.5 We shall return the Deposit to you, provided that you return the Keys in safe condition and that you have complied with the Contract;
  - 18.1.6 your rights in relation to the Box and those of any Joint Holder shall immediately cease;
  - 18.1.7 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or cancellation of the Contract shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of its cancellation or expiry;
  - 18.1.8 clauses which expressly or by implication have effect after cancellation shall continue in full force and effect.
- 18.2 If you fail to comply with clause 18.1, you shall pay to Us (prior to Us releasing the contents of the Box to you) any charges We may incur arising from such failure, including additional storage fees and any sums incurred in returning the contents of the Box to you by such means as We may decide, together with any costs incurred by Us in replacing the lock to the Box, obtaining new Keys, breaking open any Personal Padlock and replacing any receptacle which may have been damaged by the removal of a Personal Padlock.
- 18.3 If within 90 days of the date of cancellation of the Contract you have failed to remove all contents of the Box, We shall be entitled to break open the Box and any receptacle contained within it (including by breaking any Personal Padlock) in the presence of an independent witness (whose signature of an inventory of the contents of the Box shall be conclusive evidence as to such contents) and sell or otherwise dispose of such contents as We see fit in Our absolute sole discretion. After deduction from any proceeds of any disposal of sums due to Us under the Contract, We shall use reasonable endeavours to contact you using your last known address in order to send any remaining sums to you. If the sums raised by any disposal do not cover the sums due to Us We reserve the right to recover such sums from you.
- 18.4 We reserve the right to refuse to return any items to you and/or your Joint Holder, and to instead hand them over to any law enforcement agency or appropriate body if We consider that the Box is being used for an unlawful purpose and/or to store unlawful items.

**19. EVENTS OUTSIDE OUR CONTROL**

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 19.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 19.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 19.3.1 We will contact you as soon as reasonably possible to notify you; and
  - 19.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended by such period as is reasonable to take account of the Event Outside Our Control. Where the Event Outside Our

Control affects Our performance of services to you, We will restart the services as soon as reasonably possible after the Event Outside Our Control is over.

- 19.4 You may cancel the Contract if an Event Outside Our Control takes place and you no longer wish Us to rent the Box to you. Please see your cancellation rights under clause 17. We will only cancel the Contract if the Event Outside Our Control continues for longer than four weeks, in accordance with Our cancellation rights in clause 17.

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

- 20.1 We, Fish Brothers Group Limited, are a company registered in England and Wales. Our company registration number is 00081027 and Our registered office is at 114 High Street, Walthamstow, London E17 7JY. Our registered VAT number is 248 106471.
- 20.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 020 8520 0293 or by e-mailing Us at [safetydeposit@fishbrothersgroup.co.uk](mailto:safetydeposit@fishbrothersgroup.co.uk).
- 20.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the Contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Fish Brothers Group Limited at 114 High Street, Walthamstow, London E17 7JY or [safetydeposit@fishbrothersgroup.co.uk](mailto:safetydeposit@fishbrothersgroup.co.uk). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

## **21. OTHER IMPORTANT TERMS**

- 21.1 **All risk of loss, theft, destruction or damage of or to items deposited shall be borne by you at all times.**
- 21.2 We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under the Contract.
- 21.3 You may only transfer your rights or your obligations under the Contract to another person if We agree in writing. We will not unreasonably withhold Our consent to such transfer.
- 21.4 Where you appoint a Joint Holder, you accept responsibility for ensuring that they abide by the terms of the Contract and you are responsible for any breach of the Contract caused by your Joint Holder.
- 21.5 This Contract is between you and Us. With the exception that We shall, subject to these Terms, permit a Joint Holder to access the Box as provided in these Terms (provided that the Joint Holder agrees and signs up to these Terms) no other person shall have any rights to enforce the Contract.
- 21.6 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.
- 21.7 If We fail to insist that you and/or your Joint Holder perform any of your obligations under the Contract, or if We do not enforce Our rights against you and/or your Joint Holder, or if We delay in doing so, that will not mean that We have waived Our rights against you and/or your Joint Holder and will not mean that you and/or your Joint Holder do not have to comply with those obligations. If We do waive a default by you and/or your Joint Holder, We will only do so in writing, and that will not mean that We will automatically waive any later default by you and/or your Joint Holder.

21.8 The Contract is governed by English law. You, your Joint Holder and We agree to submit to the non-exclusive jurisdiction of the English courts.