



HBL BANK UK Limited
T/A HBL BANK UK

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

TERMS AND CONDITIONS

FOR SAFE DEPOSIT BOX

Effective [●] 2015

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PLEASE READ THESE TERMS AND KEEP THEM IN A SAFE PLACE. YOU CAN ASK FOR A FURTHER COPY OF THE TERMS AT ANY TIME.

Safe Deposit Box Terms and Conditions

These terms and conditions (these "**Terms**") form part of the agreement between you and us, HBL Bank UK Limited (the "**Bank**").

These Terms govern your relationship with us and create a contractual relationship, which affects your legal position. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained in these Terms. Additional and up to date copies are available on request. These Terms are also available on our Website: www.hblbankuk.com.

These Terms apply to safe deposit boxes. Please take time to carefully read through these Terms.

By signing the safe deposit box application form you agree that you have received, read, understood and agree to be bound by these Terms and shall use the safe deposit box in accordance with these Terms. If you do not agree to these Terms then you must not use the safe deposit box. Please check these Terms periodically for changes. Your continued use of the safe deposit box following the notification of any change(s) (either by post or on our Website) to these Terms constitutes acceptance of those changes.

Interpretation

In these Terms:

'**Account**' means your saving and/or current account with us;

"**Business Day**" means Monday to Friday, except if such day falls on a day which is a public holiday in: (i) England in the case of our branches in England; or (ii) Scotland in the case of our branch(es) in Scotland;

"**Customer Contact Centre**" means our contact centre that our customers can reach by calling: if you are in the UK the telephone number 0344 809 4258 or if you are outside the UK the telephone number +44 20 7780 1000;

"**Schedule of Charges**" means the separate document which sets out our fees and charges from time to time. The current Schedule of Charges is displayed in our branches and is available on our Website;

'**we, us, our**' means HBL Bank UK Limited (trading as HBL Bank UK) and whose registered address is 9 Portman Street, London W1H 6DZ, England;

"**Website**" means our website which can be accessed at www.hblbankuk.com.

'**you, your**' means the person or persons named as the applicant in the application form and if the application is in joint names then all the applicants.

1. Eligibility

1.1 Personal account holders of ours are eligible to apply for use of a safe deposit box by completing and providing to us such application form and/or other documentation and/or information as we may require.

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1.2 We will check the validity and authenticity of any identification and other document(s) provided by you to prove your (and any person(s) you may authorise to have access to your safe deposit box) identity with the issuing authority of that document.

1.3 All safe deposit box applications and usage will be in accordance with our policies and procedures. We reserve the right (in our sole discretion) to decline your application for a safe deposit box.

2. Accessing your safe deposit box

2.1 You can access your safe deposit box from the relevant branch at any time that it is open. Our branches are generally open between 9.00 a.m. to 4.30 p.m. on each Business Day. These timings may vary at some branches and will be displayed at each branch. For further details of any branch opening hours please contact our Customer Care Centre or visit our Website.

2.2 Only you may access your safe deposit box. When you wish to have access to your safe deposit box you will be required to comply with our procedures which include, for example, your confirming your identity and completing and signing an attendance form/register. If we are not satisfied, for example, we have any doubts about your identity then we may ask to see additional form(s) of identification, such as a driving licence or bank card. When you have finished with your safe deposit box we will record your exit time and comply with such other procedures as we may have.

2.3 You may authorise someone else (a "**Third Party**") to access your safe deposit box by giving us written instructions, signing a third party mandate or by way of a power of attorney (we recommend you get independent legal advice before you do) in such form as we may require.

2.4 We may permit a Third Party to have access to your safe deposit box, subject to our policies and procedures being satisfied, for example, this includes undertaking anti-money laundering and other checks about the Third Party. It is your responsibility to inform the Third Party about this.

2.5 If you authorise a Third Party to access your safe deposit box, then you will be responsible for their actions or omissions as if they were your own, including complying with these Terms. We will not be responsible for anything that may happen or to the contents of your safe deposit box as a result of you authorising a Third Party to access your safe deposit box unless we are at fault.

2.6 We reserve the right to refuse, at our sole discretion, access to you and/or any Third Party to your safe deposit box at any time if, for example;

2.6.1 we suspect unlawful or dishonest activity;

2.6.2 we have received instructions, notices or orders from a court of law or other legal authority having jurisdiction over us;

2.6.3 access is restricted due to unforeseen circumstances, e.g. a fire alarm or the room/vault is occupied by another customer;

2.6.4 you or any Third Party is or displays abusive behaviour or it is apparent that you/they are under the influence of alcohol or drugs;

2.6.5 you have failed to pay in full the safe deposit box charges and fees.

2.7 We will not be responsible for any act (or failure to act) of anyone you or the law authorises to access the safe deposit box, if we did not know or suspect he or she was acting dishonestly.

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- 2.8 To open the safe deposit box, two different types of key will need to be simultaneously inserted into the door: the 'customer's safe deposit key' and the 'Bank's safe deposit key'.

3 Keys to your safe deposit box.

- 3.1 We will give you two copies of the customer safe deposit keys if your application for a safe deposit box is accepted.
- 3.2 You must not make any additional copies of the customer safe deposit keys. You are responsible for looking after your keys.
- 3.3 We will not keep a copy of the customer safe deposit key, we will only keep the Bank's safe deposit key. We cannot access your safe deposit box using the Bank's safe deposit key on its own.
- 3.4 You must take all reasonable precautions to keep safe and prevent misuse of your customer safe deposit keys.
- 3.5 All customer safe deposit keys remain our property at all times. As stated in these Terms or as requested by us you must return them to us.
- 3.6 If any of your customer safe deposit keys are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without undue delay by calling our Customer Contact Centre.
- 3.7 If you lose any of your customer safe deposit keys or they are stolen we will change the lock to your safe deposit box and give you a new set of keys. If you do not return the customer safe deposit keys when requested we will change the lock to your safe deposit box. We will charge you the costs for replacing the lock on the safe deposit box, for new customer safe deposit keys and any other costs that may be incurred.
- 3.8 If you find your key(s) after advising us of its/their loss, you must not use it/them again.

4 Joint safe deposit box holders

- 4.1 If you are a joint safe deposit box holder, any liability or obligation will be joint and several and any rights granted in these Terms may be exercised by any of the joint safe deposit box holders. We will not be responsible for implementing any agreement or arrangement between joint safe deposit box holders as to their use of the safe deposit box.
- 4.2 Where the operating instructions for a joint safe deposit box are on an "either or survivor" basis then any one of the joint safe deposit box holders can give us instructions in relation to the safe deposit box, including but not limited to accessing the safe deposit box or terminating these Terms. We are under no obligation to inform the other joint safe deposit box holder(s) if the other joint holder accesses the safe deposit box, removes the contents of the safe deposit box or terminates these Terms. Accordingly, by way of example, if the operating instructions are "either or survivor" and there are four joint safe deposit box holders then any one of them can give us instructions (including but not limited to accessing the safe deposit box) as further described above.
- 4.3 Where the operating instructions for a joint safe deposit box are on a "joint operation" basis then the joint safe deposit box holders will need to give us instructions as stated in the safe deposit box application form (as amended in writing and in such form as we may require in our sole discretion), including but not limited to accessing the safe deposit box or terminating these Terms. Accordingly, by way of example, if the operating instructions are "joint operation" and there are four joint safe deposit box holders who have given instructions that any two of them can give instructions then any two (acting together) of the four joint safe

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deposit box holders can give us instructions (including but not limited to accessing the safe deposit box) as further described above.

- 4.4 If we become aware of any dispute between any joint safe deposit box holders (be they "either or survivor" or "joint operation") we reserve the right to refuse access to the safe deposit box.

5 Using your safe deposit box

- 5.1 If requested by us, you must tell us what you have stored in your safe deposit box. You must ensure that your safe deposit box only contains items that belong to you, and never contains any of the following items:

- 5.1.1 anything that is illegal or constitutes the proceeds of crime;
- 5.1.2 cash, of any currency, amount or denomination;
- 5.1.3 chemicals or drugs, or items which are noxious, poisonous, corrosive, inflammable, explosive or unstable;
- 5.1.4 guns, knives, fire-arms or ammunition; plants or plant materials, any living matter/organism or any other substance or material which may be the subject of any ban, embargo or import restriction;
- 5.1.5 anything that is offensive, immoral, obscene, indecent, defamatory, slanderous or libellous;
- 5.1.6 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 safe deposit box or to any of our offices, employees, agents, contractors, customers or visitors.

- 5.2 You must, on demand, permit us to inspect the contents of your safe deposit box for the purpose of ascertaining your compliance with this clause.

- 5.3 You shall indemnify us against all costs, charges, claims, damages or expenses incurred in relation to any claims or legal proceedings that are threatened or brought against us arising from your breach of these Terms.

- 5.4 We shall not be involved in any dispute as to the ownership of any items deposited in the safe deposit box.

6 Protecting the items in your safe deposit box

- 6.1 Keeping valuables in your safe deposit box should not be seen as an alternative to insuring them. You keep valuables in your safe deposit box is at your sole risk. **You should insure the contents of your safe deposit box for their full value.**

- 6.2 **We exclude any and all liability in respect of loss or damage relating to possessions stored in your safe deposit box.**

- 6.3 In the event of circumstances which are outside our reasonable control and their consequences, we are not obliged to maintain the safety or security of your safe deposit box in order to keep it free from damage or loss. Such circumstances include, but are not limited to riot, strike, lock-out, electrical power failures; threat of or actual terrorism, environmental or health emergency or hazard.

- 6.4 You should tell us without undue delay if you:

- 6.4.1 notice anything missing from your safe deposit box;
- 6.4.2 experience any problems with our services;
- 6.4.3 think someone may have accessed your safe deposit box without your authority.

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7 Transferring and closing down your safe deposit box

- 7.1 We do not offer a transfer service for your safe deposit box. If you wish to transfer your safe deposit box to another provider then you must remove the items from your safe deposit box yourself.
- 7.2 If you wish to transfer your safe deposit box to another one of our branches then we can arrange the transfer of your safe deposit box account to another branch (subject to a safe deposit box being available), but you will be responsible for transferring the contents of your safe deposit box to the new safe deposit box.
- 7.3 If you decide to close your safe deposit box all outstanding fees and charges must be settled before the closure can be completed.

8 Fees and charges for the safe deposit box services and payment

- 8.1 You agree to pay the annual safe deposit fee(s) and any other charges as set out in our Schedule of Charges, some of which are payable in advance.
- 8.2 You agree that, as and when payable, we may debit from your Account(s) such sum(s) as are necessary to pay your annual safe deposit box fee and any other fees and/or charges as set out in our Schedule of Charges. Such debit will be shown in your bank statement.
- 8.3 Unless stated otherwise, and where applicable the fees for your safe deposit box include VAT.

9 Failure to pay our charges and fees

- 9.1 If you fail to pay the safe deposit box fees on time (for example because there are insufficient funds in your Account) we:
- 9.1.1 may (at our discretion) not allow you to access your safe deposit box until you pay any outstanding amount(s) owed.;
- 9.1.2 will give you notice in writing requiring payment of all outstanding charges and fees.

10 Death of customer

- 10.1 In the event of your death or the death of any of the joint safe deposit box holders the personal representative(s) of the deceased or any survivor (as the case may be) must promptly notify the relevant branch where you have your safe deposit box or the Customer Contact Centre.
- 10.2 If a safe deposit box is: (i) in the sole name of an individual; or (ii) joint but is operated as a "joint operation" safe deposit box, then on the death of the said individual or any of the joint operation safe deposit box holders (in either case called the "**Deceased**" in this clause) we may, at our option (and on such evidence as we may deem necessary being produced) permit any person or persons claiming to be the personal representative of the Deceased to inspect the contents of the safe deposit box in the presence of one or more of our officers, and on production of a grant of probate (or other evidence of title acceptable to us) in favour of the executor(s) of the Deceased's estate, administrators or other representatives named therein, such executor(s), administrators or other representatives will have the power to deal with the contents of the safe deposit box. In the event that the safe deposit box contains an original will or codicil of the Deceased we may permit the removal of such will or codicil by the executor(s) or other personal representative for the purpose of obtaining a grant of probate. In such event we shall be allowed to retain a photocopy of such document.

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- 10.3 If we do not hear from a personal representative within 6 months of date of death of the Deceased, we will undertake reasonable efforts to trace and contact an appropriate personal representative, the costs of this action must be met from the balance on the Account or, if insufficient, from the proceeds of the contents of the safe deposit box. If it is not possible to locate a personal representative we retain the right to dispose of the contents of the safe deposit box and terminate these Terms.
- 10.4 On receipt of the notification stated in clause 10.1 above, no further access to the safe deposit box will be allowed to any Third Party. It is clarified and you agree that we shall not be responsible or liable in any manner if any Third Party accesses your safe deposit box before we are notified of any death.

11 Suspension and Terminating your use of the safe deposit box and these Terms

- 11.1 If we consider it appropriate (in our sole opinion) we may suspend, withdraw or restrict your and any Third Party's use of the safe deposit box at any time. We will tell you before we take this action, or as soon as possible afterwards.
- 11.2 You may end these Terms at any time by visiting the relevant branch where you have your safe deposit box and returning all the customer safe deposit keys or writing to us (by registered/recorded mail) and enclosing all the said keys. In such case no refund of any fees paid by you shall be given.
- 11.3 Subject to clause 11.4, we may end these Terms and/or your use of the safe deposit box at any time by giving you two months prior written notice. If we do this, we will repay to you a pro-rata portion of the fee paid by you.
- 11.4 We may, at any time, end these Terms immediately (without any refund of any fees) and your use of the safe deposit box if any of the following occurs:
- 11.4.1 if you fail to pay any fees, charges or any other payment(s) due to us within 30 days of the due date for payment;
 - 11.4.2 if we receive notice, instructions or orders from any authority having jurisdiction over us or a court of law requiring us to stop providing the safe deposit box to you, or if we suspect any unlawful activity;
 - 11.4.3 any information you have given or give us in future (in connection with these Terms or not) is inaccurate or changes materially;
 - 11.4.4 you die, become of unsound mind, become insolvent (or in Scotland, apparently insolvent), a bankruptcy petition (or in Scotland a petition for sequestration) is presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;
 - 11.4.5 if you are a joint safe deposit box holder, and we have been notified of a dispute between two or more joint safe deposit box holders;
 - 11.4.6 your Account is closed for whatever reason; or
 - 11.4.7 you commit any other material breach of these Terms or the Terms and Conditions for Personal Accounts (copy of which are available on our Website) which, if capable of remedy, is not remedied within 5 days of receipt from us of a notice setting out particulars of the breach and requiring it to be remedied.

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11.5 In the event of any insolvency events as described in clause 11.4.4 above then we shall not allow you access to the safe deposit box until the relevant insolvency event ends provided always that you are allowed to have access by consent or law. If a trustee in bankruptcy, or other court appointed person requests access to your safe deposit box then we shall allow them access if they are authorised by applicable law.

11.6 In the event of termination as stated above then you must on the day of termination or no later than noon the next Business Day visit the relevant branch and return all the customer safe deposit keys. You will not be allowed access to your safe deposit box unless all fees and charges have been paid in full.

12 Breaking open the safe deposit box

12.1 We shall be entitled to break open your safe deposit box in the event that we terminate these Terms in accordance with clause 11.4.1 or 11.4.2 or you do not comply with clause 11.6.

12.2 We will break open the box in presence of one or more of our officers and a legal representative appointed by us.

12.3 An inventory will be made of the items recovered from the box and will be signed by the two witnesses mentioned in 12.2. This inventory shall be deemed conclusive in nature, description and amount of the items found in the safe deposit box.

12.4 If these Terms are terminated in accordance with clause 11.4.1 or you do not comply with clause 11.6 then we shall dispose of the items found in the safe deposit box by sale, auction, or any other means we deem appropriate without notice to you to recover any outstanding fees and charges we incur related to breaking of the safe deposit box, disposing of its items and replacing the lock and keys. If the items are of no value then we shall destroy them.

12.5 If these Terms are terminated in accordance with clause 11.4.2, then we shall dispose of the items found in the safe deposit box as instructed by any applicable law enforcement agencies or as we deem appropriate without notice to you.

12.6 After deducting all outstanding fees and the charges set out in clause 12.4 and 12.6 above, we shall deposit the remaining balance of the proceeds of the sale or auction of the items and any remaining cash recovered from the safe deposit box into your Account or, if you no longer hold an Account, we shall pay such amounts to you on demand.

13 Complaints

13.1 If you are not satisfied with our service please refer to clause 37 of our Terms and Conditions for Personal Customers.

14 Our obligations and rights

14.1 If a problem occurs and your safe deposit box is affected we will tell you as soon as we can so that you can come into the branch to check your safe deposit box and its contents.

14.2 We may take whatever action we consider appropriate to meet our obligations under general law including relating to prevention of fraud, money laundering and terrorist activity.

14.3 If we receive instructions, notices or orders from an court or other legal authority having jurisdiction over us we may allow that authority access to our offices and to any safe deposit box (including by breaking it open) and to all or any other information, notes, correspondence and records that we may hold in whatever form. We may also provide such information, notes, correspondence and records to any relevant authority when required by them to do so.

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14.4 Any delay in us exercising any of our rights under these Terms will not affect our rights or be a waiver of those rights.

15 Giving information to third parties

15.1 You authorise us to give to any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the safe deposit box.

16 Changes to these Terms

16.1 We may change these Terms at any time to reflect changes in market conditions, good banking practice and relevant laws.

16.2 We will give you such notice as is stated in our Terms and Conditions for Personal Accounts (a copy of which is available on our Website).

17 General

17.1 If there is any change in your name or address then you must inform us immediately.

17.2 The language of these Terms shall be English and communications and notices between us shall be in English.

17.3 These Terms replace any previous or existing agreement for use of safe deposit box. Any such agreement still in existence will be cancelled automatically by these Terms.

17.4 We will do our best to give you a complete service at all times, but notwithstanding anything to the contrary in these Terms, if we are prevented, hindered, or delayed from or in performing any of our obligations under these Terms due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under these Terms to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.

17.5 We will not be liable to you:

17.5.1 for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor

17.5.2 for any loss of profits, loss of business, loss of goodwill or any form of special damages.

17.6 If we relax any term of these Terms for you, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.

17.7 You may not transfer your legal rights under these Terms to anyone else.

17.8 If we do not enforce any of these terms and conditions, or we delay in enforcing a condition, this will not prevent us from enforcing the condition at a later date.

17.9 We shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by you due to malfunctioning or non-operation of any safe deposit box.

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- 17.10 We may in our absolute discretion and without incurring any liability whether by virtue of these Terms otherwise refuse to implement any instruction without assigning any reason and will notify you of our decision to do so.
- 17.11 You will be liable for all losses or costs incurred by us as a result of any breach by you of these Terms and shall reimburse us all such costs on our first demand.
- 17.12 In addition to these Terms the safe deposit box is subject to our Terms and Conditions for Personal Accounts (copy of which is available on our Website).
- 17.13 The Financial Services Compensation Scheme (FSCS) is not applicable to safe deposit boxes.
- 17.14 For safe deposit boxes in the UK these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

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HBL BANK UK LIMITED

Registered Office: 9 Portman Street London W1H 6DZ United Kingdom

Registered in England and Wales. Company No. 1719649

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Website: www.hblbankuk.com