

AGREED TERMS

1. Interpretation
- 1.1 The following definitions apply in this Agreement:
 - *Administration Fee' means the sum of £15.00 payable by the Customer where the Customer fails to renew the Services on expiry of the Notice.
 - *Box' means the safety deposit box the Customer has paid for in accordance with the Payment Plan as set out in Schedule 1.
 - *Confidential Information' means any information whether communicated orally or in a document or other form which relates to the business of SDC including without limitation any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical process and financial affairs in all cases where expressly stated to be confidential or not.
 - *Deposit' means the sum of £ 200.00 paid on the Payment Date.
 - *Expiry Date' means the date the Services are due to expire in accordance with the Term paid for.
 - *Fees' means SDC's fees for the Services as agreed between the parties and set out in Schedule 1.
 - *Key' means the unique key given to the Customer on opening the Box with SDC.
 - *Locksmith Fee' means the sum of £150.00 payable by the Customer to SDC.
 - *Nominated Person' means the nominated person as set out in the Special Terms.
 - *Notice' means a notice given 14 days ending on the Expiry Date by SDC to (1) enter into the Renewal or (2) vacate the Box.
 - *Payment Date' means the date of this Agreement.
 - *Payment Plan' means the pricing system based on the duration of the Term and size of the Box as agreed between the parties which is set out in Schedule 1.
 - *Property' means SDC's premises 31A Frederick Street, Birmingham, West Midlands, England, B1 3HH.
 - *Renewal' means a renewal of this Agreement in accordance with clause 10.
 - *Renewal Date' means the date the Customer renews the Term for the Services before the expiration of the Expiry Date.
 - *Services' mean the safety deposit box services provided by SDC for use by the Customer.
 - *Term' means the term as set out in the Special Terms.
 - *Trade Mark' means any unregistered trade mark and logo and any future registration of either of these marks or any similar mark or branding of any of our associated companies or third parties provided or used as a part of these Services or any application for registration anywhere in the world.
 - *Use' means direct or indirect use of the Services by the Customer or any other party in accordance with clause 2.
 - *VAT' means value added tax chargeable under English law for the time being and any similar additional tax.
 - *Vault' means the vault at the Property which contains the Box.
 - *Working Hours' means 09.00 to 18.00, Monday to Friday, Saturday 09.00 to 16.00 and Sunday 09.00 to 17.00 UK local time excluding statutory holidays in England and Wales.
- 1.2 Except where the liability of a party would be increased as a result, a reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions.
- 1.4 Words in the singular shall include the plural and vice-versa.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 References to "party" shall mean the Customer or SDC and "parties" shall refer to both the Customer and SDC;
- 1.7 A reference to writing or written includes faxes and email;
- 1.8 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
2. Application of Terms
- 2.1 SDC shall provide the Services to the Customer for the duration of the Term in accordance with this Agreement.
- 2.2 Subject to any modification the provision of the Services by SDC and the Use of the Services by the Customer shall be in accordance with and subject to this Agreement to the exclusion of all other terms and conditions.
- 2.3 By entering into this Agreement each party warrants to the other that they have the power and authority to enter into this Agreement and perform its obligations under these Terms.
3. Supply of Services
- 3.1 SDC shall provide the Services in consideration for the Fees with such reasonable care and skill as may reasonably be expected from a company experienced in the provision of services of the type, scope and complexity of the Services.
- 3.2 Whilst SDC will use all reasonable endeavours to ensure that the Services are uninterrupted during Working Hours, SDC does not warrant that the Services will be available during Working Hours or without delay.
- 3.3 SDC accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this clause 3.
- 3.4 The Customer will only have access to the Vault for a period of 15 minutes for each visit to the Property.
4. Customer's Obligations
- 4.1 In order to obtain the Services from SDC the Customer must provide:
 - (a) a passport or drivers licence;
 - (b) proof of address, which must be an original and no more than 3 months old;
 - (c) a fingerprint, used to gain access to the Box;
 - (d) pay the Deposit; and
 - (e) pay the Fees.
- 4.2 In order to access the Box the Customer is required to provide:
 - (a) a passport or drivers licence; and
 - (b) proof of address, which must be an original and no more than 3 months old;upon each visit to the Property.
- 4.3 The Customer shall not:
 - (a) use the Services in any way so as to bring the Services or SDC into disrepute;
 - (b) use the Services to store any item that is illegal in nature or obtained illegally, dangerous or harmful including but not limited to explosives and flammables.
 - (c) use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous, menacing or invasive of another person's privacy;
 - (d) misuse the Services;
 - (e) attempt to gain unauthorised access to the Property or Services;
 - (f) take copies of the Key; and/or
 - (g) damage and/or allow any damage to occur to the Box.
- 4.4 SDC may at its sole discretion and at any time immediately and without notice to the Customer suspend the Services if it considers that the Customer is in breach of clause 4.3. If SDC suspends the Services in accordance with this clause no refund of the Fees will be made. SDC accepts no responsibility or liability to the Customer for any direct or indirect loss or damage that may arise under this clause 4.4
- 4.5 The Customer herein agrees to indemnify SDC in full and at all times as an on-going obligation against all losses, liabilities, claims, demands, costs and expenses arising out of a breach by the Customer of clause 4.3 and/or any other provision of this Agreement.
- 4.6 The Customer shall preserve and protect the reputation, goodwill and brand of SDC and/or of any associated companies for the purposes of the Services.
- 4.7 The Customer shall:
 - (a) provide all reasonable assistance to SDC to comply with any requirements or conditions which are at any time imposed by law or any regulator or appropriate user group which are applicable to or affect the Services; and
 - (b) to provide SDC, any relevant authority, user group and/or regulator with such information or material relating to the Services or a future service as it may reasonably request in order to carry out any investigation in connection with the Services.
- 4.8 The Customer shall keep the Key and any other access details for the Box in relation to the Services confidential and restricted to the Customer and the Nominated Person. The Customer shall notify SDC immediately if it suspects and/or is aware that such details have been disclosed to a third party and if the Customer and other Nominated Person loses the Key whatsoever.
- 4.9 The Customer shall not permit any person to access the Services for any unauthorised purpose that would constitute a breach of this Agreement.
- 4.10 The Customer will be solely liable under this clause 4 including for any breaches of this Agreement by the Nominated Person and the Customer herein agrees to indemnify SDC in full and at all times as an ongoing obligation against all losses, liabilities, claims, demands, costs and expenses arising out of the acts and omissions of the Nominated Person.
5. Fees and Payments
- 5.1 The Customer shall pay the Fees for the Services to SDC in accordance with this clause 5 and any other payment terms agreed in writing with SDC.
- 5.2 Payment for the Services shall be made on the Payment Date by the Customer in Pounds Sterling.
- 5.3 The Fees are exclusive of any VAT, for which the Customer shall be additionally liable from time to time (if applicable).
- 5.4 SDC may at its sole discretion increase the Fees and/or change or modify the payment terms under the Agreement which shall take effect upon Renewal and SDC will give the Customer 30 days' written notice ending on the Renewal Date of such increase and/or modification.
- 5.5 In the event the Customer and/or the Nominated Person lose the Key whatsoever the Customer shall pay to SDC the Locksmith Fee
- 5.6 The Customer is solely responsible for the Fees and the Locksmith Fee and until such time as the Locksmith Fee has been paid in full the Customer and/or the Nominated Person shall not have access to the Box.
6. Insurance
- 6.1 The Customer shall be responsible for obtaining any insurance for the contents of the Box for a value that the Customer deems reasonable. SDC will accept no responsibility or liability in relation to the contents of the Box or failure to have appropriate insurance.
7. Data, Data Protection and Indemnity
- 7.1 SDC is the data controller in respect of any personal data that SDC processes in the course of providing Services. The personal data is derived from data provided by the Customer and is not checked or monitored by SDC and, accordingly, SDC has no liability or responsibility whatsoever arising directly or indirectly to the Customer for the accuracy, contents or use of such personal data under this clause 7.1
8. Confidentiality
- 8.1 The Customer agrees to keep all information it may receive and/or obtain in relation to SDC, the Property and/or other customers of SDC confidential, to disclose it only to its employees (if any) that need to know it and to use it exclusively for the purposes contemplated by this Agreement. This clause shall not apply to information that the Customer can prove:
 - (a) is in the public domain otherwise than by the Customer's breach;
 - (b) it already had in its possession prior to obtaining the information directly or indirectly from SDC; or
 - (c) third party subsequently disclosed to the Customer free of restrictions on disclosure and use.
- This clause 8.1 shall survive for 5 years from when the Customer acquired that Confidential Information from SDC.
- 8.2 The Customer may disclose Confidential Information if required to do so by law, regulation or rules of a regulatory authority, but only to the extent of the relevant requirement. The Customer shall immediately inform SDC in writing of the requirement and will co-operate with SDC in the disclosure.
9. Maintenance
- 9.1 SDC may be required at its sole discretion from time to time to temporarily suspend the Services in whole or in part to carry out maintenance of the Services and/or Property.
- 9.2 If such suspension of the Services is required, SDC will use its reasonable endeavours to provide the Customer with at least 24 hours' notice of such a suspension and will aim to carry out any scheduled and planned maintenance and/or repair work outside of Working Hours in order to minimise disruption to the Services.
- 9.3 SDC shall have the right to carry out urgent maintenance or repair work at any time without giving prior notice to the Customer, even if such urgent maintenance shall result in temporary suspension of the Services.
10. Renewal
- 10.1 Within 14 days of expiry of the Term SDC will give the Notice and the Customer shall:
 - 10.1.1 Accept the Renewal and pay the Fees on the Renewal Date; or
 - 10.1.2 Decline the Renewal.
- 10.2 In the event the Customer declines the Renewal under clause 10.1.2 the Customer shall vacate the Box on or before the Renewal Date.
- 10.3 In the event the Customer takes no action under clause 10.1 and/or fails to vacate the box under clause 10.2 the Customer herein agrees to pay the Administration Fee and rental for the Box for a period of three months.
- 10.4 If the Customer fails to pay the Administration Fee and rental for the Box for a period of three months in accordance with clause 10.3, SDC shall have the immediate right to refuse access to the Box until such time as the Customer has paid the outstanding sums.
11. Termination
- 11.1 SDC may immediately terminate this Agreement without giving notice to the Customer if the Customer:
 - (a) commits any material breach of the Agreement and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice from SDC to do so;
 - (b) commits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver or administrator is appointed over all or part of the Customer's assets or the Customer suffers seizure of any of its property for non-payment of monies owing;
 - (c) uses the Box other than in accordance with clause 4.3.
- 11.2 The Customer may terminate this agreement by giving SDC not less than 7 days written notice.
- 11.3 Upon termination of the Agreement for whatever reason:
 - (a) the Customer shall not be entitled to any refund of the Fees; and
 - (b) all unpaid sums payable to SDC shall become immediately due by the Customer to SDC.
- 11.4 On termination the Customer herein agrees to vacate the Box without delay and leave the Box in the same condition it was on the Payment Date.
12. Death and Incapacity
- 12.1 If the Customer dies or is incapacitated the Nominated Person shall be allowed access to the Box to remove any contents of the Box provided that the Fees and/or any other sums due to SDC under this Agreement have been paid.
- 12.2 Any Nominated Person or third party reporting the Customer's death must bring a certified copy of the Customer's death certificate, and access to the Box shall be for probate valuation only and no items shall be removed until a grant of probate has been provided.
13. Modification
- 13.1 SDC may at its reasonable discretion, change or modify the Agreement or Services upon giving the Customer 30 days' written notice of the same.
- 13.2 Within 14 days of receiving such notice, the Customer may notify SDC in writing that it wishes to terminate the Agreement with effect from the date of any proposed change to the Agreement or Services.
- 13.3 Notwithstanding termination by the Customer, the Customer herein acknowledges that it shall not receive any refund of the Fees whatsoever upon termination under this clause 13.3.
14. Limitation of Liability
- 14.1 This clause 14 sets out the entire financial liability of SDC to the Customer (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) in respect of any:
 - (a) breach of the Agreement;
 - (b) any use of the Services or any part of them; and/or
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 14.2 Other than where expressly stated, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 14.3 Nothing in the Agreement limits or excludes the liability of SDC:
 - (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation.
15. Force Majeure
- 15.1 SDC shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of SDC's obligations in relation to the Services if the delay or failure was due to any cause beyond SDC's reasonable control.
- 15.2 Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond SDC's reasonable control: act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; breach of this Agreement by SDC; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of SDC or of a third party); acts or omissions of printers, difficulties in obtaining raw materials, labour, fuel, parts or machinery; or power failure or breakdown in machinery.
- 15.3 If either party is affected by circumstances beyond its reasonable control they shall notify the other party and shall use reasonable endeavours to overcome the effects. If those effects continue for more than 3 months, the parties shall enter into a discussion to agree, in good faith, the best way forward.
16. Notices
- 16.1 Notices must be written and delivered by hand or first class prepaid recorded delivery post. The address for service on SDC (subject to any change notified by SDC) is: 31A Frederick Street, Birmingham, West Midlands, England, B1 3HH A notice will be deemed served as follows:
 - 16.1.1 on hand delivery, except where this is outside a working day, in which case the next working day;
 - 16.1.2 two working days after posting (proof that the envelope containing the notice was properly addressed, prepaid and posted by recorded delivery and that it has not been returned to the sender shall be proof of posting).
17. General
- 17.1 A delay in enforcing rights under this Agreement shall not be a waiver, as any waiver must be expressly granted in writing.
- 17.2 The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it.
- 17.3 The termination or expiry of this Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.
- 17.4 This Agreement contains the entire agreement and supersedes all other agreements and understandings between the parties with respect to its subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be invalid.
- 17.5 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly written in this Agreement, and that its only remedy can be for breach of contract.
- 17.6 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- 17.7 This Agreement is not intended to be for the benefit of and shall not be exercisable by, any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither party can declare itself trustee of the rights under it for the benefit of any third party.
- 17.8 SDC may transfer or assign its rights and obligations to any of its Associated Companies and may sub-contract any of its obligations. Otherwise, neither party may transfer, assign, sub-licence or subcontract any rights, licences or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld or delayed.
- 17.9 English law shall govern the validity, construction and performance of this Agreement and the parties submit to the exclusive jurisdiction of the English courts.