

Terms & Conditions

In these Terms & Conditions 'we, our, us' refers to 'Vittoria Safeboxes' a trading name of Safeboxes Limited Registered company number 08519766. Registered Office:16 Binley Road, Gosford Green, Coventry, West Midlands, CV3 1HZ

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
 - a. **Box:** the safe-deposit box(es) hired by you pursuant to the Contract
 - b. **Contract:** the legally binding documents that govern the relationship between you and Us for the supply of the Services. The Contract incorporates the Order Form, the Registration Confirmation and these Terms as amended from time to time
 - c. **Event Outside Our Control:** is defined in clause 12
 - d. **Identity Form:** the proof of identity form which will be submitted to you in conjunction with the Registration Confirmation
 - e. **Key:** a key(s) which will allow you to gain access to the Box
 - f. **Minimum Term:** 3 months / 6 months / 12 months from the date that We begin to supply the Services to you
 - g. **Order:** your order for the Services via your submission of the Registration Form
 - h. **Order Confirmation:** written confirmation of Our acceptance of your Order as outlined in clause 2.4
 - i. **Registration Form:** the online application form to purchase services completed by you available at www.safeboxesltd.com and as further described in clause 2.2
 - j. **Registration Fee:** An initial registration fee will be charged at the time of taking out a contract on a box.
 - k. **Regulations:** Money Laundering Regulations 2007
 - l. **Services:** the supply of a safe deposit box(es) in accordance with the Contract

- m. **Term:** the period of time We are required to provide, and you are required to receive, the Services to you as described in the Contract, which shall be not less than the Minimum Term
 - n. **Terms:** the terms and conditions set out in this document and
 - o. Safeboxes Limited incorporated and registered in England and Wales with company number 08519766 whose registered office is at 16, Binley Road, Coventry CV3 1 HZ
Web Site - www.safeboxesltd.com
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Services to you
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Registration Form are complete and accurate, when you submit the Registration Form. Upon submitting your Registration Form you will be required to confirm (by signing the Registration Form) that you have read and understood these Terms. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us
- 2.3 Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order
- 2.4 These Terms will become binding on you when you sign the Registration Form, at which point a contract will come into existence between you and Us, subject to clause 4.3 below
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority
- 2.6 We shall assign a reference order number to the Order and inform you of it when We confirm the Order. Please quote the Order reference number in all subsequent correspondence with Us relating to the Order

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
 - a. changes in how We accept payment from you
 - b. changes in relevant laws and regulatory requirements; and
 - c. changes in our internal business processes or how we provide the Services
- 3.2 If We have to revise these Terms under clause 3.1, We will allow one month from the change of Terms before they take effect. You can choose to cancel the contract in accordance with clause 12
- 3.3 You may make a change to the Order at any time before the start date for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 13.1 in these circumstances.
- 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12
- 3.5 Up to date Terms & Conditions are available on our website
- 3.6 Within 14 days of registration you may cancel the order by giving notice in writing. Your box rent and any VAT will be refunded but the Registration fee and any VAT and Insurance will not be refunded.
- 3.7 Upon box renewal, for any downgrades or upgrades to your box size, you must inform Vittoria Safeboxes in writing of your choice. In the event of downsizing box size after renewal, no refunds will be provided. In the event of upsizing your Safebox after renewal, the cost difference must be paid in full at the time of upsizing.
- 3.8 We permit only one change to your account per year.

4. PROVIDING SERVICES

- 4.1 Services shall be provided by Us to you for a period of 3 months / 6 months / 12 months unless contractually specified otherwise. You will be provided with an opportunity to continue to use the Services prior to the expiry of the Term as outlined in clause 13

- 4.2 Subject to the satisfactory completion of the verification process outlined in clause 4.3, We will provide you with the Key(s) and commence the supply the Services to you from the date set out in the Order Confirmation for the duration of the Term
- 4.3 We are registered with the Financial Conduct Authority for the purposes of compliance with the Regulations, and We are therefore required to carry out customer due diligence in accordance with Regulation 5. We must verify the identity of our customers prior to the commencement of the Services and require that you complete, sign and return an Identity Form to Us with the documents requested therein. We reserve the right to request up to date copies of the documents from time to time. If information is received by us after the Order Confirmation, which conflicts with the AML requirements we reserve the right to cancel the Order with immediate effect.
- 4.4 In the event that you do not provide Us with the documentation required pursuant to clause 4.3 upon Our request, or you provide Us with incomplete or incorrect information, We may suspend the commencement of the Services until such documentation is received. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have requested such information. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We may have already sent you.
- 4.5 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.5 but this does not affect your obligation to pay for any invoices We have already sent you.
- 4.6 If you do not pay Us for the Services when you are supposed to as set out in clause 10, We may suspend your access to the Box with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 10.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 10.4
- 4.7 Membership comprises of access parties up to 2 persons. Each additional named person after the allocated 2 persons on the account is subject to an additional charge. We shall require each such person(s) to complete the identification verification process in accordance with clause 4.3.

- 4.8 You may only transfer Your rights with Our consent. You may only transfer Your rights or your obligations under these Terms to another person with Our written consent.
- 4.9 Nobody else has any rights under this Contract. This Contract is between You and Us. No other parties shall have any rights to enforce any of its terms.

5. THE KEY

- 5.1 The Key(s) always remains the property of Safeboxes Limited. You are solely responsible for the safe-keeping of the Key and you must not permit any other person to have access to the Key at any time.
- 5.2 You must not make copies of the Keys.
- 5.3 You must inform Us immediately if you lose the Key. You will be liable for any costs that We incur in relation to your loss of the Key, including, but not limited to, any damage sustained to the Box to recover the contents or damage to the lock. We shall not provide a replacement Key until such costs are fully recovered by Us.
- 5.4 In the event of losing your key(s) we will instruct a locksmith to open your box as soon as possible in your presence. You will be required to pay the cost of this service in advance together with the cost of a new lock and key. Currently, the cost of this service is £180.00 +VAT but is subject to change e.g., Weekend, Bank holidays access and Emergency callouts.
- 5.5 Subject to settlement of any sums due under clause 5.3 and 5.4, We shall use reasonable endeavours to provide you with a replacement lock and key as soon as possible but at least within 21 days of the date you inform Us of the loss of the Key.

6. THE BOX

- 6.1 By entering a Contract You agree that You will not bring into any of Our offices or Branches nor place in a Box and will ensure that no Box contains anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libellous, noxious, poisonous, corrosive, inflammable, explosive or unstable, nor any guns, knives, fire-arms, 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 crime, nor anything which is otherwise unlawful or which has or may be used in any act of criminal / terrorism or which will or may cause any

harm whatsoever to any person, premises or place including (without limitation) to the Box or to any of Our offices, Branches, employees, agents, contractors, customers or visitors.

- 6.2 In the event that We have a reasonable belief that the Box may contain any of the items described in clause 6.1 or We receive instructions pursuant to a law enforcement authority or court order, we reserve the right to suspend your access to the Box and/or acquire access to the Box using whatever means are necessary. We reserve the right to provide access to the Box to any person exercising judicial or statutory powers where We are satisfied that such persons have the requisite authority to obtain such access.
- 6.3 We require You to ensure that no contents deposited in Your Box represents the proceeds of crime (as more specifically set out in the Proceeds of Crime Act 2002). We are under a legal obligation to report to UK authorities any suspicions of, without exclusion or limitation, money laundering, proceeds of crime (including tax evasion) and/or terrorist financing without further notice to You.
- 6.4 You agree to fully indemnify Safeboxes Limited (which means You must fully compensate Us for) and pay Us all costs, charges, expenses, claims or damages that We incur or which are made against Us in the event of any breach by You of paragraphs 6.1 and 6.3 in respect of all and any harm, damage or loss whatsoever or howsoever incurred that We or any of Our employees, agents, contractors, customers or visitors to Our premises suffer.
- 6.5 We shall provide a reasonable atmospheric condition within our premises for the storage of the Box, however We shall not be liable for any damage or loss caused to the contents of the Box where such contents may require tailored conditions including unusually cold or hot temperatures or air-tight environments. We shall however remain liable for any damage or loss suffered as a result of Our negligence as described in clause 11.1.
- 6.6 You agree that on entering into the Contract, you are provided with a licence by Us to access the Box and that We retain the right of ownership of the Box and the premises in which the Box is stored.
- 6.7 You are able to access the Box during Our opening hours which may change from time to time. Such access will only be granted to you, any individuals who you have permitted to obtain access or individuals with the requisite authority as described in clause 6.2. You agree to comply with our reasonable instructions when on Our premises and not to engage in any conduct which may affect the rights of other customers or cause damage or loss to Our premises.

- 6.8 After accessing the Box, you are obliged to ensure that the Box is locked. We shall not be liable for any loss or damage caused to the contents of the Box in circumstances where you have failed to lock the Box prior to your departure from Our premises.

7. Access

- 7.1 You may access your box by appointment only which should be made a minimum 24 hours in advance unless advised otherwise by Safeboxes Limited staff.
- 7.2 The number of visits is not restricted but should be within normal opening hours.
- 7.3 When making an appointment you are committed to attend at the time made. In the event that you are unable to attend you should notify us within 3 hours of the appointment time by telephone. If you fail to do so and do not attend, we will make a charge of £5.00
- 7.4 – In the event of the Box being registered in joint names, and a dispute occurs between the registered parties as to rights of access and ownership of the goods within the Box, we will allow access to either named party without preference to either party. Such dispute should be resolved by the parties without reference to us. Safeboxes Limited will not be held liable for any loss incurred by either party as a result of any dispute.
- 7.5 Either should one party request that their joint box holder is prevented from accessing, This request must be put in writing to us and evidence presented that the restricted party has been informed of the circumstances.

8. THIRD PARTIES PERMITTED TO ACCESS THE BOX

- 8.1 In the event of your death, We shall allow your personal representatives or lawfully appointed attorney to access the Box provided such persons provide (according to the appropriate circumstances):
 - a. a certified copy of a document which validly appoints such person(s) as your attorney
 - b. a certified copy of the grant of probate or letters of administration
 - c. evidence of their identity

We also reserve the right to request that such persons enter into an indemnity in a form satisfactory to Us.

- 8.2 If you are a company which undergoes a Change of Control (as defined in section 840 of the Income and Corporation Taxes Act 1988 (as amended» or suffer any of the events set out in clause 14.3(d) during the Term, We shall allow your successors in title or insolvency practitioner to obtain access to the Box provided such persons provide (according to the appropriate circumstances):
 - a. a certified copy of the document which provides them with title to contents of the Box
 - b. a certified copy of their appointment
 - c. evidence of their identity

We also reserve the right to request that such persons enter into an indemnity in a form satisfactory to Us

- 8.3 In the event you wish to permit another individual/company with access to the Box, you will be required to inform Us in writing. In addition, We shall require such person(s) to complete the identification verification process in accordance with clause 4.3

9. IF THERE IS A PROBLEM WITH THE SERVICES

- 9.1 In the unlikely event that there is any defect with the Box:
 - a. please contact Us and tell Us as soon as reasonably possible
 - b. please give Us a reasonable opportunity to remedy any such defect; and
 - c. we will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 48 hours

You will not have to pay for Us to repair or fix a defect with the Box under this clause 9.1, unless such defect arises as a result of damage caused to the Box by you

- 9.2 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.

10. PRICE AND PAYMENT

- 10.1 The price of the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you
- 10.2 These prices exclude VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 10.3 Prior to Our commencement of the Services, we will ask you to pay the Contract price in full.
- 10.4 If you do not make any payment due to Us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% per month above the Bank of England base rate plus storage fees and an administration fee of £50 for every month overdue. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount
- 10.5 However, if you dispute any sums payable by you under this Agreement in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.4 will not apply for the period of the dispute

11. OUR LIABILITY TO YOU

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract
- 11.2 Our liability for any losses under the Contract shall not exceed £10,000 per Box. In the event that the value of the contents of the Box exceeds £10,000, We may increase the limit of liability under this clause upon request for an additional fee payable by you
- 11.3 A copy of the policy will be supplied to you upon request and cover for loss will be subject to the terms of the insurance policy

- 11.4 We are not liable for the cost of repairing any pre-existing faults or damage to any items you retain in the Box and We strongly advise that you obtain valuations, receipts and photograph the items you intend to store in the Box for the duration of the Term for verification in the event of a claim
- 11.5 If you are an incorporated business or using the Services in connection with a business purpose, We shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity
- 11.6 We do not exclude or limit in any way Our liability for:
 - a. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors
 - b. fraud or fraudulent misrepresentation
 - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
 - d. breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - e. defective products under the Consumer Protection Act 1987
- 11.7 Our insurance policy excludes Acts of Terrorism. If a loss occurs which is deemed by our insurance company to be an Act of Terrorism we will not be responsible for covering such loss.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 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.
- 12.2 An Event Outside Our Control means an event outside Our reasonable control affecting Our ability to perform any of Our obligations under these Terms including an Act of Nature, fire, flood, lightening, war, revolution, riot or civil commotion
- 12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
 - a. we will contact you as soon as reasonably possible to notify you; and

- b. our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration 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
- 12.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than 3 weeks in accordance with Our cancellation rights in clause 15

13. EXPIRY OF THE TERM

- 13.1 14 days prior to the expiry of the Term, We shall contact you to ask if you wish to continue using the Services for a further period of time
- 13.2 In the event that you do not wish to continue using the Services on the expiry of the Term:
 - a. you shall immediately remove all contents within the Box
 - b. you shall immediately return to us the Keys and any other property belonging to Us that you may have in your possession
 - c. any outstanding sums due to Us shall become immediately due and payable
 - d. your rights in relation to the Box shall immediately cease
- 13.3 In the event that you fail to comply with clause 13.2:
 - a. you shall be required to pay to Us any charges We may incur arising from such failure (including additional storages fees which shall be charged at the daily rate indicated on Our price list or any fees associated with 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 and/or obtaining a new Key);
 - b. We shall be entitled to withhold your access to the Box until any sums due pursuant to clause 13.3(a) are received by Us
- If within 30 days of the date of termination of the Contract you have not complied with your obligations under clause 13.2(a) and 13.2(b), We shall be entitled to break open the Box in the presence of an independent witness, who shall be required to sign an

inventory describing the contents of the Box. We shall be entitled to sell or otherwise dispose of the contents as We determine. After deduction of any sums due to Us under the Contract, we shall forward the remaining sums (if any) to you at your last known address. In the event that the sums raised in accordance with this clause 13.4 are insufficient to cover the sums due to Us under the Contract, We reserve the right to continue to take action to recover any remaining sums from you.

14. YOUR RIGHTS TO CANCEL

- 14.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:
 - a. You may cancel any Order for Services at least 30 days prior to renewal of Services by contacting Us in writing. We will confirm your cancellation in writing to you
 - b. If you cancel an Order under clause 13.2(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you
- 14.2 After the expiry of the Minimum Term, you may cancel the Contract at any time by providing Us with at least 7 calendar days' notice in writing. You will not be entitled to any refund.
- 14.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
 - a. we break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing
 - b. we go into liquidation or a receiver or an administrator is appointed over Our assets
 - c. we change these Terms under clause 3.1 to your material disadvantage
 - d. we are affected by an Event Outside Our Control

15. OUR RIGHTS TO CANCEL

- 15.1 If We have to cancel an Order for Services before the Services start:
 - a. we may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
 - b. if We have to cancel an Order under clause 14.1 (a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you
- 15.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 14 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 15.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
 - a. you do not pay Us when you are supposed to as set out in clause 10.3. This does not affect Our right to charge you interest under clause 10.4
 - b. you do not provide Us with updated documentation following Our request as set out in clause 4.3
 - c. you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing
 - d. you (being an individual) are the subject of a bankruptcy petition or order or you (being a company) suspend, or threaten to suspend payment of your debts or are unable to pay your debts as they fall due or admit your inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or a petition is filed, a notice is given, a resolution is passed, or any order is made, for or in connection with your winding up (other than for the sole purpose of a scheme for a solvent wind up)

16. INFORMATION ABOUT US AND HOW TO CONTACT US

- 16.1 We are a company registered in England and Wales. Our company registration number is 08519766 and Our registered office is at No 16 Binley Road Coventry CV3 1HZ.
- 16.2 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 [0121 679 0516](tel:01216790516) or by emailing Us at info@safesboxesltd.com
- 16.3 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 mail, by hand, or by pre-paid post to Safeboxes Limited at Vittoria Street Vittoria Road Birmingham B1 3ND or email info@safesboxesltd.com. 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-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 17.1 We will use the personal information you provide to Us to:
 - a. provide the Services
 - b. process your payment for such Services
 - c. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us; and
 - d. provide to a purchaser or potential purchaser of Our business.
- 17.2 You agree that We may pass your personal information to credit reference and identification verification agencies and that they may keep a record of any search that they do.
- 17.3 We will not give your personal data to any other third party.

18. OTHER IMPORTANT TERMS

- 18.1 We may transfer, sub-contract, novate and/or assign Our rights and obligations under these Terms 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 these Terms.
- 18.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 18.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 18.4 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.
- 18.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 18.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.