

Safe Deposit Locker Application Form

Personal Banking and Business Banking Accountholders

Definition and Interpretation

- i. This contract is between Habib Bank Limited, referred to as the “bank” and the customer referred to as ‘I/We’ or ‘customer’ in these Terms and Conditions for the Safe Deposit Locker services referred to as the ‘Service’;
- ii. All references in these Terms and Conditions to ‘Contract’ is to the contract made between us for the service pursuant to these Terms and Conditions (which shall for the avoidance of doubt include the application form and these Terms and Conditions).
- iii. All references in the contract (unless otherwise stated) (i) to a person or persons shall include any natural person, (ii) to ‘paragraphs’ of these Terms and Conditions, (iii) to any legislation (including statutes, statutory provisions or regulations) shall include them as amended from time to time, and (iv) made in the singular shall include the plural and vice versa.

Terms and Conditions

The customer hereby applies to use a safe deposit locker provided by the bank and confirms that it shall abide by the following terms and conditions.

- i. I/We hereby agree that the service will be available on working days during banking hours and will not be available of after working hours and on non-working days and holidays. The Bank also reserves the right of making changes in the opening and closing hours of the service without any intimation.
- ii. The Bank shall provide the service only to its customers who maintain a transactional account relationship at any branch of the Bank in UAE. The customer will continue to maintain his/her account until he/she is availing the service and in case the account is closed for any reason, the Bank will have the right to ask the customer to surrender the locker.
- iii. The customer will be required to provide the Security Deposit at the time of renting the locker for amount as determined by the Bank. The Security Deposit will be refunded to the customer at the time the locker is surrendered to the bank together with the key, provided there are no outstanding charges that are due and/or overdue from the customer. The bank will have the right to adjust any outstanding charges from the security deposit whenever the charges are due and/or overdue subject to furnishing a notice as per article (xi) below.
- iv. The customer shall not have right of property on the locker, but only the right of use thereof and access thereto as per the conditions set in this agreement. The customer will not be allowed to assign or sublet the locker or any part of the locker.
- v. The agreement will be terminated by the insolvency of the customer; however, in case of death the bank shall not give permission to open the locker except with a court order.
- vi. The customer shall permit the locker to be used for any purpose other than the deposit of documents, jewels, precious metals, or other valuables nor shall the customer use the locker for deposit of any article of explosive, harmful or destructive nature.
- vii. I/We hereby agree that the service is automatically renewed annually unless I/We request the service to be discontinued.
- viii. I/We hereby agree that the bank shall have the right to refuse access to the locker if I/We fail to comply with the terms and conditions applicable to our use of the locker.
- ix. I/We hereby agree that the refundable security deposit and the non-refundable annual rental charges for the services are payable in advance and shall be deducted from the account mentioned in the application form for the service without duress or demur or without any deduction.
- x. I/We understand that the lockers are subject to maximum weight restrictions and that the bank may levy Excess Weight charges for each instance that it is found a locker’s contents exceed the weight restriction of such locker.
- xi. If the charges due are in arrears, after the lapse of fifteen (15) days, from the date of a notice served on the customer requiring payment, consider the contract as automatically rescinded and recover the box, after sending notice to the customer that the customer must report to the bank, open the box, empty its contents and deliver its key. Where the customer fails to report on the date set or if the contract term expires, the bank may, after serving notice on the customer, apply to the court for permission to open the safe deposit box and empty it in the presence of a person designated by the court to that effect, who shall prepare a report of the fact, listing down the contents and signed by the court delegate and the bank. The court may order that the contents be deposited with the bank, or with a trustee appointed by the court, until they are handed to their owner or until a court order is issued to dispose thereof the bank shall have the right to refuse access to the locker until such charges are paid in full. In the event the customer does not pay the charges as notified by the bank or in the event of any delay, the due amounts shall be deducted from the security deposit subject to furnishing a notice as mentioned above where the available security deposit balance is insufficient to cover the charges an additional amount equal to the rent or as decided by the bank may be levied by the bank to cover its administrative and other costs.
- xii. I/We shall provide the bank with my verified signature and such signatures shall be conclusive evidence of my knowledge and acceptance of these Terms and Conditions and this shall without repetition apply to any renewal of the facility of the locker(s).
- xiii. The bank shall keep a register where the dates and times on which the customer opens the safe deposit box shall be entered.
- xiv. I/We fully indemnify the bank, against all costs, charges, expenses, claims, and/ or damages that the bank may incur in the event of any breach by me/us of our obligations under this contract (which includes these Terms and Conditions).
- xv. I/We will not bring into any of the bank’s offices nor place in the safe deposit locker anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libelous, 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 prostitution nor drug trafficking, stolen property nor anything which is otherwise unlawful or unsafe 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 locker or to any of the bank’s offices, directors, employees, agents, contractors, customers or visitors.
- xvi. The customer shall have the option to get the arrangement renewed by giving a notice before the expiry of terms fixed by the arrangement, provided that if the customer(s) does not give any such notice or any notice seven (7) days in advance that he/she is surrendering the locker given out to him/her with keys, he /she shall be deemed to have exercised the option of renewal on such Terms and Conditions and at charges as may be in force at that time.
- xvii. Either party may terminate this agreement on giving to the other a seven (7) days’ notice in writing. The key of the locker shall in such case be delivered by the customer to the bank before noon of the day of termination of the agreement.
- xviii. I/We understand that we will voluntarily execute and furnish any agreement/ documents/indemnity/bond/declaration etc, which may be required by the bank at any stage.
- xix. On the expiry and/or termination of this arrangement, the key(s) of/to the locker shall be handed over by me/us to the representative of the bank, and in case of any default, the bank shall be entitled to realize the value of the key deposit or expenses of its replacement from my/our deposit subject to furnishing a notice as per article (xi) above.
- xx. The customer(s) shall under no circumstances be permitted to open the locker with a key other than the one supplied by the bank, nor divulge the number of the key(s) to the locker or other access passwords/measures (if any) and will not deliver the key(s) to any unauthorized person.
- xxi. For realization of all charges the bank shall have the first charge on the contents of the locker in case of non-payment of charges or other amounts due and outstanding to the bank. The bank shall have the right to open the locker by giving the customer(s) 15 calendar days notice in writing informing him/her that if the arrears are not paid within that period the bank may subject to the law apply to the court requesting for permission to open the locker and realize its due charges and expenses.
- xxii. Should there be any deficit on sale as aforesaid, the bank shall be entitled to recover the same including the charges for breaking open the locker, replacement of locker, lock and any unforeseen expenses incurred in this connection, from the customer(s) personally or, in case of joint customers, from all or any of them. Whenever, the said locker is broken open subject to the court’s permission and the law, an inventory of the contents of the locker shall be prepared and signed by them and the customer shall not be entitled to raise any objection thereafter to the nature and extent of the contents in the locker or to the regularity of the sale thereof which shall be final, conclusive and binding on the customer(s).
- xxiii. Should the bank at any time decide to transfer its place of business from the present location(s) thereof stated above, to any other place in the United Arab Emirates, in whole or in part, the bank will have the right in its discretion to remove the said locker to such new or another location under safeguard as its deem proper. Upon at least 5 (five) days prior notice of such intended removal to be sent by ordinary mail to the last available mailing address of the customer(s) and all other or further notice of such intended removal is hereby waived by the customer(s).
- xxiv. In case of loss of a key(s), the bank shall be notified immediately in writing so that necessary steps can be taken under instruction of the customer(s) and in the of the customer’s presence for breaking open the locker, replacement of new locker/lock at the expense of the customer(s). Under no circumstances shall the customer(s) be permitted to have the locker opened by his/her own representative. It is further understood that the bank shall be entitled to deduct any amount if the same is paid or discharged as a debt under the direction of court/competent authority.
- xxv. I/We undertake that the locker will not be used for any criminal intent/purposes.
- xxvi. The customer(s) shall not assign or sublet or transfer the locker, or any part of it to anybody. The benefit of the locker is non-transferable.
- xxvii. Should an application be made by the relative(s) of a deceased customer(s) for tracing or for finding the deceased testamentary writing in a locker, the bank may on proper proof being produced as to their relationship, by court of law probate/succession certificate, along with the key(s) to the locker, permit inspection of the contents of the locker in the presence of one of its officers and two respectable witnesses, but the bank shall not be bound to deliver any testamentary writing traced or found, among the contents of the locker to such relative(s) without an order from the competent court of law. The bank may in its discretion refuse to have such inspection. On receipt of an order from a competent court restraining access to any one of the customer(s) to the locker, the bank, shall have the right to refuse access to each and all of them and also to their nominees.
- xxviii. The bank shall not be responsible for any loss sustained by the customer(s) due in whole or in part to the customer(s)’ negligence or leaving any article outside the locker.
- xxix. The bank shall not be liable for any natural common wear and tear, aging, fading or so, of all contents within the locker or force majeure or act of third party amounting to the same effect of the force majeure.
- xxx. The customer(s) agrees to be governed by and to abide by all rules and regulations that the bank, may from time to time adopt, relative to the running of the service.
- xxxi. In no event shall the bank be liable to the customer(s) under any circumstances for any ‘indirect’ or ‘consequential’ loss, including (without limitation) any loss of data, profits, revenue, turnover, sales, production, anticipated savings, goodwill, business opportunities or contracts or any other economic loss whatsoever (whether direct or indirect) arising out of or in connection with the contract and service.
- xxxii. The Bank will not be responsible in the event of any loss (total or partial) of any article, documents, securities or valuable in the locker due to any force majeure or due to third parties having the same effect as that of force majeure.
- xxxiii. The customer is at liberty and has the right to obtain insurance cover of any value for the contents of the locker, on his own without informing the bank.
- xxxiv. The bank shall take all reasonable measures to protect all information of the customer(s) in full confidentiality. However, the bank may use such available information with sole discretion for all internal promotions, marketing, or any other such events of the company
- xxxv. If any litigation is required to be contested or defended with respect to the above facility and the bank is subject to incurring expenses, in such case the customer(s) shall bear the said expenses, including but not limited to the cost of litigation.
- xxxvi. All communications sent by ordinary post or by courier shall be considered to be fully served on the customer(s) if sent to the last known address of the customer(s).
- xxxvii. I/We have thoroughly understood these terms and conditions and undertake to fulfill the same inclusive of any changes that may, from time to time, be made thereunto by the bank.

Dispute Resolution

- i. Any dispute arising out of or in connection with this contract shall be resolved in accordance with this paragraph.
- ii. Either the customer or the bank may give to the other at any time notice in writing that the dispute has arisen. If dispute is not resolved by agreement in writing between the parties within 10 (ten) business days of the notice being given, the dispute shall be resolved in accordance with the paragraph below.
- iii. The laws of the Emirate of Dubai and applicable federal laws of the United Arab Emirates shall govern this contract. Any dispute arising herefrom shall be referred to the exclusive jurisdiction of the Dubai courts.