

## Terms and Conditions of Contract

Ranigold London Limited  
T/A foreversafe

314 High Street North, Manor Park, London, E12 6SA

## 1. DEFINITIONS

In these Terms and Conditions, the following definitions apply:

- 1.1 Company: Ranigold London Limited T/A foreversafe.
- 1.2 Locker, Box: Means the safe-deposit Locker.
- 1.3 We; Us; Our; The Company: Ranigold London Limited T/A foreversafe.
- 1.4 You; Your: The Principal Client named in the Application Form.
- 1.5 Contract: Document(s) which determines the Terms of engagement between Us and the principal Client and is legally binding, including any amendments to the terms. The terms of the Contract are also binding on any Nominee(s) appointed and authorised by You.
- 1.6 Principal Client or Customer: This means any person (18 years and above), corporate or similar entity, to whom any of the Services are supplied by Us.
- 1.7 Secondary Client or Nominee: You may authorise additional persons also known as Nominee(s), (up to two for a personal account or up to three for a business account), who may operate the Locker with your authorisation, subject to the provisions of the terms of the Contract.
- 1.8 Deposit: A sum of money paid upon commencement of the Contract, which is refundable subject to the provisions of the Terms set out in the Contract.
- 1.9 Fee: Charges relating to the services provided by Us to You for and during the duration of the Contract.
- 1.10 Contract Term: A minimum period of 12 months or such period that may be agreed in writing between us in respect of services which are provided to You by Us.
- 1.11 Insured Amount: The sum as stated in the Contract.
- 1.12 Notice: Refers to written communication between You and Us, by way of letter, email or other legally acceptable method of communication.
- 1.13 Price List: Details the list of Fees payable in respect of the Services and any additional charges that may be payable in accordance with the Term of the Contract.
- 1.14 Start Date: The date on which You sign the Contract.
- 1.15 Identity Card (ID): A programmable Card.
- 1.16 Headings and sub headings: The Headings and Sub-headings used in the Terms of the Contract. Terms are for ease of reference only and shall not affect the interpretation of the Terms of the Contract.

## 2. TERMS AND CONDITIONS OF CONTRACT

- 2.1 You should read the Terms and Conditions very carefully as these Terms will apply to the Contract and will determine the process between Us and You for the duration of the Contract. Your signature on the Application Form or Contract means that you have read, understood and accepted all our Terms and Conditions. For avoidance of any doubts, explanation of any part of the Terms and Conditions by an employee or agent of the Company will not be regarded as explanation of the implications of the Terms. You should seek independent advice if in any doubt and signing of the Contract will be regarded as though you have, independently satisfied yourself as to the Terms and Conditions of the Contract. You also agree and acknowledge that the contents of Your Locker are not known to us and they should not be disclosed or discussed with any member(s) of Our staff.

## 3. FEES, CHARGES AND DEPOSIT

- 3.1 Fees: The fees and any associated or additional charges must be paid on or before the Start Date and if applicable to a renewal of an existing Contract, in advance of such renewal date. Any increase in the charges would be effective to new contracts or at renewal, for existing Contracts. Any revised or increase in fees and charges will be notified or posted on our website and also notified to You at renewal. Such increase will not affect any existing Contracts until renewal date of that contract but shall be deemed to be automatically incorporated on renewal.

### 3.2 Deposit:

- 3.2.1 The Deposit must also be paid by You on the Start Date, which is refundable on termination or expiry of the Contract. Subject to the provisions of the Terms, the keys to the Locker and ID cards are and continue to remain Our property and must be returned to Us intact. All debts owed to Us under the Contract must also be discharged in full.
- 3.2.2 Please note that whilst the Deposit is not subject to VAT, We reserve the right to charge an additional fee, equal to the VAT amount, in the event that VAT becomes applicable to Deposit amount, at the rate current at such time.

### 3.3 Charges: The charges payable are those set out in Our Price List, which may be changed from time to time. Any additional charges incurred by Us would be payable by You, in advance or on demand.

- 3.3.1 Prices for rental of Our Lockers are stated on Our Price List. Our charges, which may be reviewed periodically or amended are available from Our office and also published on Our website, [www.forever-safe.com](http://www.forever-safe.com).

### 3.4 Method of Payment:

- 3.4.1 All Our prices and charges are quoted in British Pounds Sterling (£) and unless otherwise stated, include Value Added Tax (VAT) at the prevailing rate.
- 3.4.2 Payments may be made by bank transfer, Credit card or Debit Card or Cash. Please note that We do not accept cheques. Payment can also be made by quarterly instalments, by standing order, for long-term contracts.

## 4. LATE PAYMENT, NON-PAYMENT & INTEREST

- 4.1 All Fees and/or monies due under the Contract must be paid within the time period stated in the Contract- the Due Date.
- 4.2 If You fail to pay any sums due to Us at any time by the Due Date, interest shall be charged by Us on the outstanding balance at the rate of 2.5% per month and calculated on a monthly basis for every month or part thereof, commencing from the Due Date until the date of actual payment.

- 4.3 Any payments made on account towards Your outstanding debts or balance will be applied in the following order:
- a) Interest accrued to date of payment;
  - b) Any amounts payable in respect of fees due for other services rendered/performed in accordance with the Schedule of Additional Charges and
  - c) Any amounts payable in respect of the Fee for the Locker.

## 5. SUSPENSION OF THE SERVICES

5.1 In the event of non-payment by the Due Date of any collective debt, consisting of Locker Fee or any service becoming necessary or provided to You by Us or Our appointed agents, at Your request, We reserve the right to immediately suspend the Services without further notice.

5.2 Pursuant to paragraph 5.1 above:

- a) We will not allow You access to the Locker; and
- b) All Our liability to You in respect of the contents of the Locker shall cease, until such time as all outstanding amounts shall have been paid to Us in full together with interest.

## 6. RELEASE AND DISPOSAL

6.1 In the event that We have not received payment of all amounts due and owing to Us by the expiry of a period of 90 (ninety) days following the Due Date on which the first amount outstanding became due under the relevant Contract, We shall be entitled to, having given You not less than 30 days' Notice of Our intention to do so, immediately Terminate the Contract (Termination Date) and We shall be released from all further obligations to You. Termination shall be without prejudice to the provisions set out at clause 14 below.

6.2 Following termination of the Contract pursuant to paragraph 6.1, and in the event that You have not cleared Your debt outstanding and due to Us within 60 (sixty) days of the Termination Date, We shall be entitled, having given not less than 30 (thirty) days' Notice of Our intention to do so, to break open the Locker.

6.3 In the event that We break open the Box, We shall do so in the presence of a senior Manager and one or more legal representative(s) nominated by Us as witness.

6.4 An inventory of all items found in the Locker shall be recorded and such list will be signed by the Witnesses and such inventory shall be conclusive as to the contents found in the Locker.

6.5 Any Notice served by Us under this paragraph 7 shall set out the date and time when the breaking open of the Locker is to take place and will be sent out, by Recorded Delivery post, to the last notified address on Our records, no less than 30 (thirty) days in advance of such appointed date.

6.6 We shall be entitled to dispose of the contents of the Locker opened pursuant to this paragraph 6, in such manner as We shall, acting in our sole discretion, think fit including, without limitation, by way of sale, auction or destruction and without further notice to You. Our rights in relation to the contents of any Locker opened pursuant to this paragraph are set out more particularly at paragraph 21.

- 6.7 We shall be entitled to recover from the proceeds of such disposal or directly from You (including by way of deduction from the Deposit previous paid to Us) all Fees, costs, charges and interest which are outstanding and due to Us as at the Termination Date and all further costs, charges and expenses which We may reasonably incur in relation to breaking open the Locker pursuant to this paragraph (or otherwise as the case may be).
- 6.8 We will apply the proceeds from any disposal in the order set out at paragraph 4.3.
- 6.9 Any items that are not disposed of or destroyed will be held by Us (at our sole discretion) in a manner that We deem appropriate.
- 6.10 Any excess cash recovered will be deposited into a sterling denominated client account managed by Us.
- 6.11 Any excess cash recovered by Us that is not in GBP sterling will be converted into sterling at the prevailing retail exchange rate and deposited pursuant to paragraph 6.10 above.
7. LOCKER KEYS
- 7.1 There are only two keys made for each Locker, both of which would be released to You, the Principal Client, at the time of opening the account. We do not retain any keys nor can We access the Locker without breaking open the Locker.
- 7.2 You would be responsible for the safe-keeping of both these keys at all times.
- 7.3 You are not entitled to make or have made nor are you entitled to allow any other person to make or have made a copy of any of the Locker keys.
- 7.4 All keys remain Our property at all times.
- 7.5 If You lose any Key(s), You must notify Us, initially by telephone and thereafter, in writing immediately upon discovery of the loss. We will block access to the Locker upon receiving Your notification and advise You of the procedure to getting the lock changed and provide You with two additional keys of the replacement lock. This would be subject to prior payment by You to Us for the relevant costs as set out in Our price list and Charges.
8. IDENTITY CARD
- 8.1 When You open your account We will issue You with an Identity (ID) Card.
- 8.2 You are responsible for the safe-keeping of the ID Card at all times.
- 8.3 You would be required to program the ID Card with a unique code which will be used to identify You and also permit access to the Vault area and Your Locker.
- 8.4 You are prohibited from giving or lending the ID Card or disclosing the code to any person at any time, whatsoever.

- 8.5 You will not be permitted to access the Box unless You produce the ID Card and key together with your unique code.
- 8.6 All ID Cards remain Our property at all times.
- 8.7 You must notify Us immediately in writing in the event that the ID Card is mislaid or lost. We will in such circumstances replace the ID Card, subject to the prior payment of the cost for a replacement ID card as set out in Our price list.

## 9. UNDERTAKING AS TO PROHIBITED CONTENTS

- 9.1 You expressly and unconditionally agree that You will not bring onto Our premises nor place in any Locker hired by You, 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 prostitution nor drug trafficking, nor 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 Locker or to Our premises, employees, agents, contractors, customers or visitors.
- 9.2 We are registered with the Financial Conduct Authority in the UK (FCA) and We therefore require You to ensure that no contents deposited in Your Locker represent the proceeds of crime (provisions of the Proceeds of Crime Act 2002 (as amended), apply).
- 9.3 You agree to fully indemnify Us (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 9.1 and 9.2 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.

## 10. ACCESS

- 10.1 We will inform You of the procedures which You must follow to access the Locker, at the time You open Your account with Us. Access to the Vault area is only permitted to the registered users over the age of 18 years and no other person may accompany You to the Locker area. Your access to the Locker is subject to the Contract and these Terms. Currently, access to the Locker is free for the duration of the Contract but We reserve the right to apply a charge in the future. If We do so, We will let You know at least 2 months in advance of such charge becoming applicable.
- 10.2 Access to the Locker is subject to the following additional security provisions, as follows:
  - a) As part of Our security procedure, facial recognition system will identify the registered Client and requires full facial scan for identification purposes before entry to the vault can be granted.
  - b) You would also be required to register Your finger prints for Bio-metric access controls to the Vault area. Access will not be granted if the finger print scanning authorisation fails.
  - c) For security reasons, last access to the Vault area would be 15 minutes before closing times.

## 11. SUSPENSION OF SERVICE REQUEST FROM LAWFUL AUTHORITIES

- 11.1 In compliance with and pursuant to any lawful instructions, notices or Court Orders served upon Us by any Lawful Authorities, whether local, national or other such Authorities having jurisdiction in England alone but no other external Authority, which does have jurisdiction in England:
- a) We reserve the right to refuse access to You and/or Your authorised Nominee(s) to the Locker.
  - b) If ordered to do so by way of a Court Order, or other such verifiable Order, being served upon Us, We would be required to allow access to such legally authorised person(s), at any time to any Locker including permitting such authorised person to break open the Locker.
  - c) The order referred to in 12.1 may also direct Us to deliver, release or provide all information, notes, correspondence and records which We may, from time to time hold in whatever form, to such Lawful Authorities. We are not required to notify You in such circumstances.
- 11.2 In the event that We receive any instruction, notice or order pursuant to paragraph 11.1 above, then, without prejudice to any other rights We may have under the terms of this Contract with You and/or these Terms and Conditions, reserve the right to terminate and/or refuse to renew any Contract.

## 12. CONTRACT TERM AND RENEWAL

- 12.1 Unless otherwise agreed for a longer period, the Contract will be for a minimum period of at least twelve (12) months, commencing on the Start Date.
- 12.2 Unless the initial period is extended by agreement between Us or Terminated in accordance with the provisions of paragraph 14; this Initial Period will come to an end at the expiry of twelve (12) months from the date of Commencement of the Contract.
- 12.3 We reserve the right, in Our sole discretion, not to renew a Contract upon termination, howsoever occasioned.

## 13. TERMINATION

- 13.1 Expiry: Subject to paragraph 12.1, the Contract will expire automatically at the end of the Contract Term which would be a minimum period of Twelve (12) months.
- 13.2 Early termination: We may agree to an early termination request from You, whereupon, We would require You to return to us all the keys and ID cards. You would also be required to confirm that You have removed the contents of the Locker. Any debts owed to Us must be discharged at such time. The deposit amount would be refunded to You within 30 days of Our acceptance of Your termination request, subject to deductions of any amount owed to Us. In such event, We will not be liable to You for refund of the Fee in respect of the Locker for any residual period.
- 13.3 We may terminate the Contract:
- a) With immediate effect, by way of a written notice to You in the event that We become aware of or reasonably suspect any breach of the terms of paragraph 9, or the provisions of any other paragraph(s) within the Terms of this agreement.
  - b) In the event of a material breach by You of any of Our Terms which has not been remedied by You within 30 (thirty days) of Our notice to You in writing specifying the nature of the breach and the remedy required.
  - c) Pursuant to the provisions of paragraph 5.

- d) In the event that You are unable to pay Your debts as and when they fall due for payment.
- e) We may terminate the Contract immediately in the event that a petition in bankruptcy is presented against You or You are declared bankrupt or similar proceedings are taken in respect of a business or corporate body.
- f) In accordance with paragraph 6.

## 14. CONSEQUENCES OF TERMINATION

### 14.1 At the end of the Term:

- a) All outstanding debts due to Us and remaining outstanding, must be paid immediately.
- b) You must immediately remove all contents from the Locker.
- c) You shall immediately deliver to Us at Our premises, by hand, all keys and ID card(s) relating to the Locker in Your possession or control.

### 14.2 In the event that, We do not receive all keys and ID cards and/or You do not remove all the contents of the Locker;

- a) You shall be liable for and shall pay to us on demand all relevant charges set out in Our Price list under Additional Charges, together with all costs and expenses which We may reasonably incur.
- b) You will also continue to be liable for the applicable Fee in respect of the Locker, current at time of the event, as though the period of hire of the Locker was renewed for a further minimum Contract term.
- c) If the above requirements have not been met by You following a period of 60 (sixty) days after the end of the Term, We shall be entitled to take all the steps detailed in paragraph 6.

### 14.3 Expiry of the Contract Term or termination of the Contract for any reason, will not affect any of provisions in our Terms and Conditions, which are intended to survive expiry or termination of the Contract.

## 15. OUR LIABILITY TO YOU

### 15.1 This Condition sets out Our entire financial liability to You in contract or tort in respect of any breach of this Agreement by Us.

### 15.2 Subject to the provisions of Conditions 15.5 and 15.7 below, Our entire liability for loss of or damage to the contents of Your Locker (individually and collectively and as deposited by You from time to time) is limited as follows:-

- a) If You are an individual, 10 times the charges paid in respect of the 12 month period in which the liability arises;
- b) If Your Contract with Us is as a business, 5 times the charges paid in respect of the 12 month period in which the liability arises.

### 15.3 We do not accept responsibility for the acts or omissions of any third parties acting outside of Our authority or control, nor to the extent that any loss or damage would be covered by any insurance cover which You or the injured party may have or which may otherwise be applicable, nor to the extent that any loss or damage occurs as a result of Your own negligent act, omissions or as a result of a breach by You of any of Our Conditions or of any instructions issued by Us from time to time, nor to the extent that such loss or damage occurs due to ordinary wear and tear or natural deterioration or atmospheric or climatic conditions.



- 15.4 We are not liable to You or to any other person for any losses in excess of the amounts set out in Condition 15.2 or 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 directly or indirectly) arising out of or in connection with this Agreement. It would be your responsibility to ensure that You have adequate Insurance cover for such eventualities whilst using our facilities.
- 15.5 None of the provisions of this Condition 15 nor any other provisions of our Conditions shall have the effect of excluding or limiting Our liability in respect of personal injury or death which results from Our own acts or omissions or from the negligent acts or omissions of Our employees or agents whilst acting within Our authority or instructions.
- 15.6 Please note that We do not provide insurance against any potential liability that may arise due to the use by Our customers of Our Services. We, therefore, strongly advise You to insure the items You intend to store in the Locker throughout the term against all damage and loss to the full replacement value and We will not be liable to You or any Nominees in respect of the same, save as specifically provided in this Agreement.
- 15.7 We are not liable to You in the event that We are unable to perform any of Our obligations to You or Our performance of any of them is hindered or delayed due to any circumstances outside of Our reasonable control, including (without limitation) any strikes, lock-outs or other industrial action, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental or Court Order, rules, regulations, instruction or direction, statutory obligations (including obligations as to Health & Safety), failure of public or private transport or any action of any Government or Regulatory Body, accident, breakdown of plant and machinery, fire, flood or other adverse weather conditions, any cut or failure of power, equipment, systems or software, any siege, acts of terrorism, police or security alerts or any resulting precautionary measures We may have to take.
- 15.8 You further acknowledge that while We will maintain reasonable atmospheric conditions, We will not tailor such conditions to the contents of the Locker and will not be liable for deterioration of such contents, other than to the extent caused by Our negligence.
- 15.9 All warranties, conditions and other terms implied by statute and/or common law that are or may, to the fullest extent, be permitted by law, are excluded from this Agreement.
16. NOMINEES [Secondary Client(s)]
- 16.1 You may nominate a maximum of 2 (two) persons for personal and 3 (three) if a business, as Nominee(s) who must be aged 18 years or over and who may operate the Locker subject to the following:
- a) Each Nominee will be required to register with Us in exactly the same manner as You, the Principal Client, including providing identification documents.
  - b) The provisions of the Terms and conditions of the Contract will be equally applicable to such Nominee(s) and they will be deemed to have understood these Terms and Conditions in accordance with paragraph 2.

- c) A registration fee would be payable for each such Nominee as detailed on Our price list, who will also be issued with an ID card.
- d) You may, upon giving of a written notice, remove any Nominee(s). You would be responsible to return to us, the ID card issued to such Nominee at the time of registration.
- e) Any substitution of the Nominee removed would be required to register with Us as per the provision of paragraph 16 and 16 (c).
- f) You acknowledge that You understand and accept that Your Nominee(s) would be allowed access to Your Locker, using Your Key(s) and that We are not liable to You in the event of any loss or damage which You may thereby incur, but You will be liable to us in the event that We incur any loss or damage resulting from the use of Our facilities by Your Nominee(s).

## 17. DEATH OF A CUSTOMER

- 17.1 In the event of Your death, We are under no obligation to allow access to the Locker to any person(s) claiming to be Your personal representative, unless such person(s) shall produce to Us on demand, a valid grant of probate or letters of Administration appointing such person as the Executor or Administrator of Your Estate.
- 17.2 Upon production of such evidence, which We shall be entitled to verify, as We shall determine suitable and upon receipt of an indemnity in such form as We shall reasonably require, allow access to the Locker to such person or persons requiring such access solely for the purposes of inspection with a view to producing a probate valuation.
- 17.3 Unless We are otherwise instructed at the time of Your appointing the Nominees(s) nothing in this paragraph 17 shall affect the entitlement of access to the Locker by any such Nominee(s) which You authorised pursuant to the Contract to access the Locker.
- 17.4 The Administrator or Executor of Your Estate would be required to pay Our reasonable fees and costs that We may incur in and during this process.

## 18. YOUR DETAILS

- 18.1 It is Your responsibility to ensure that the details which You provide to Us are current and correct at all times and to notify Us, in writing, of any changes.
- 18.2 Any instructions to change details relating to and affecting any Nominee(s) should be given by the Principal Client in writing. Instructions from Nominees(s) alone will not be accepted or acted upon unless countersigned by the Principal Client.

## 19. AUTHORITY AND CORRESPONDENCE

19.1 Unless You have provided written instructions to the contrary, We will respond and/or deal with Your Nominee(s), in relation to any correspondence, instruction(s), query or request. We will not be obliged to copy into, or inform You of any correspondence, if received from such authorised Nominee(s). We shall also not be liable for any consequences of Our reply to such correspondence or resulting action from which You suffer or may suffer any loss whatsoever. You must clearly set out in all correspondence Your name, address and Locker number.

19.2 We will treat all notices, correspondence, instructions, queries or requests including access to the Locker, which We receive from You at any time, as having been sent, given to or made of Us with the complete and unconditional authority which would include Your authorised Nominee(s).

## 20. INFORMATION AND PRICE-LISTS

20.1 We make every effort to ensure that the information provided in Our documents, notices, price lists and other information published by Us from time to time, including on Our website is as accurate as possible. We may need to or require changing or update any of this information from time to time. Any changes so made will be notified to You in writing. We will also post any updates to any such change on Our website. Any changes to our Terms and Conditions will be notified to each client directly. Your attention is drawn to paragraph 26.5.

## 21. OUR RIGHT OVER CONTENTS OF THE LOCKER

21.1 In the event of any breach by You of any of Your obligations under this Agreement and/or the Terms of the Contract, which include but is not limited to items such as payments, costs, charges or expenses and any interest that would have incurred, We would have a right to withhold access to You to Your Locker. The procedures under paragraphs 4, 5 and 6 (singularly or collectively) would apply until such time as the breaches have been remedied to Our reasonable satisfaction and We have recovered any loss or damage suffered by Us as and all debt owed to Us is fully discharged by You.

## 22. DATA PROTECTION

22.1 We are bound by the Data Protection Act 1998, which controls how your personal information is used by organisations, businesses or the government. Everyone responsible for using data has to follow strict rules called 'data protection principles'.

22.2 Personal data obtained from You is used solely for the purposes of administering Your account and to ensure proper performance of our contractual obligations to You. This also includes maintenance of Our accounts records, tracing and verification in accordance with Our security procedures. It may also be used to check Your credit history. By signing of the Agreement, You authorise Us to use Your personal data for these purposes. You also authorise us to pass on such information as may be required from time to time to Our agent(s) in connection with the recovery of any unpaid debts.

- 22.3 We may also disclose your personal data to any of Our agents or associated company or businesses for any marketing or promotions, from time to time. We will not otherwise transfer Your personal data to third parties save as permitted under the provisions of the Act or as required by law.
- 22.4 We may use Your personal data in connection with marketing and promotions but only where You have given Your consent to allow Us to do so. We will also not disclose or discuss Your personal details with any person including Your Nominee(s) unless We have on Our records, Your written permission authoring Us to discuss such details with such named person(s). If We wish to use Your personal data for any other purpose or to pass it on to any other third parties for any reason, We will notify You and request Your prior consent.
- 22.5 If You wish to make a request for access to Your data that we hold, (for which a fee may be payable), please write to: The Data Manager, foreversafe, 314 High Street North, Manor Park, London, E12 6SA.
- 22.6 Our registration number with the Information Commissioners Office is ZA085055.

## 23. CONFIDENTIALITY

- 23.1 We treat all information supplied to Us by You at any time in confidence and We will not disclose such information to any third parties unless they have been authorised by You, written notification of which must be provided to Us, as part of the provisions of Our Terms. We take proper and reasonable steps to maintain the confidentiality of such information during the period of Our contractual relationship with You. We are not responsible for the disclosure, loss or theft of any such information or any documentation or materials containing any such information where the subject matter was at that time already in the public domain. If We are required to disclose such information to any third parties pursuant to paragraph 11, We may lawfully do so without being in breach of this paragraph or any other duty which We owe to You.
- 23.2 You are responsible for all keys to the Locker and ID cards whilst these are in your possession, pursuant to opening of the Account. You should also keep secret any passwords and/or codes which You may use or which are or may be provided to You by Us. We are not responsible for any consequences, whatsoever, arising from loss of the keys ID cards or from Your disclosure of such passwords or codes.

## 24. NOTICES

- 24.1 All correspondence, documents, notices or other information from Us would be sent to You by way of prepaid first class post, marked for Your attention - the Principal Client, to the latest postal address held by Us in the Agreement form. Any changes to these details should be sent to Us in writing. We may require verification of such change(s). All such documents, notices or other information shall be deemed to have been duly served 5 (five) days after posting in the case of an address in the

United Kingdom. It would be Your responsibility to forward any such information to Your Nominees(s) or other third party, with whom You may wish to share this information.

24.2 All documents, notices or other information which You wish to or are requested to send to Us, must be, unless otherwise stated, be sent to Us at: foreversafe, 314 High Street North, Manor Park, London E12 6SA, by pre-paid first class post and be accompanied by a letter bearing Your original signature. All such documents, notices and other information shall be deemed to have been duly served on the date of Our actual receipt of this correspondence.

## 25. WEBSITE & EMAIL

25.1 Our website is [www.forever-safe.com](http://www.forever-safe.com).

25.2 We do not use linking or framing on Our Website and We are not responsible for the content, policies or services of any other persons or sites linked to or accessible via Our Website.

25.3 Use of Our Website is subject to the terms and conditions of the Website as updated from time to time.

25.4 Any communication from Us to You via email will only be made from an authorised Forever-safe email address. If you receive an email from an email address carrying any other domain, please inform Us (in writing) immediately and do not respond to such an email.

## 26. GENERAL

26.1 Joint and several liability: Please be aware that You and Your Nominees(s), named on the Contract are parties to the Contract and are jointly and severally liable in respect of all the obligations arising under this Contract. This means that all authorised users of Our facilities and services, are responsible for the performance of all the obligations under the Contract and all similarly, jointly and severally liable in the event of any breach of the terms.

26.2 Transfer, assignment and sub-licensing: The Contract is personal to You, the Principal Client and any authorised Nominee(s). As such, neither it nor any of its provisions or any obligations, rights or privileges under the terms of the Contract can be transferred or assigned to another person(s) at any time.

26.3 Waiver: You acknowledge and agree that any failure to enforce or delay in enforcing any of Our Terms by Us at any time shall not amount to a waiver or release of any of them and shall be without prejudice to any subsequent requirements or action.

26.4 Contracts (Rights of third parties) Act 1999: The Contract Act 1999 (Rights of the Third Parties) shall not apply to this Contract. This means that a person, who is not a party to the Contract, cannot bring any action under it against Us.

- 26.5 Amendment: In order to comply with regulatory changes and/or under Law, We may be required to amend Our Terms and Conditions, which currently apply to the Contract as set out here. We will notify You in writing, in the event of any changes as described in paragraph 24.1. Our Terms may not be varied or amended other than in writing by Us and signed by Our duly authorised representative. A copy of Our latest Terms can be viewed on Our website at [www.forever-safe.com](http://www.forever-safe.com). No changes to Our Terms will be binding on You until 28 (twenty eight) days after notification to You of the change.
- 26.6 Severance: In the event that a Court or other competent authority finds that any provision of the Terms and Conditions is invalid, illegal or unenforceable, then, that provision or part-provision shall, to the extent required, be deemed deleted, without affecting the validity and/or enforceability of the other provisions of the said Terms and Conditions. In the event that any provisions of the Terms and Conditions would be valid, enforceable or legal if some part of it were deleted, then the minimum modification/amendment required shall be permitted to enable those provisions to make them legal, valid and enforceable.
- 26.7 Opening times:
- a) Lockers may be accessed between 10:00 to 17:45 - Monday to Saturday. Please note that for security reasons, the last entry to the vault area would be fifteen (15) minutes prior to the closing time on each business day. Members of Our staff are not permitted to allow entry beyond this time. You acknowledge that You and Your authorised Nominee(s) will comply with this requirement. Any changes to our operating times will be displayed on our premises and also posted on our website – [www.forever-safe.com](http://www.forever-safe.com).
  - b) We are closed on Sundays and Bank Holidays, Christmas Day, Boxing Day and New Year's Day.
- 26.8 Closure/Relocation: In the event of any permanent closure or relocation of the facilities where Your Locker is situated, We will notify You as soon as reasonably practicable in advance, unless there are exceptional circumstances or, where action must be taken immediately due to circumstances beyond our control, such as following fire or structural damage.
27. JURISDICTION
- 27.1 Any dispute or claim arising out of or in connection with the Terms and Conditions of this contract, any subject matter, including non-contractual disputes or claims, as relating to the Contract would be subject to and governed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

Ranigold London Limited T/A foreversafe  
314 High Street North, Manor Park, London E12 6SA