Conditions of Use

Safe Custody Service

1. Our dealings with you

1.1 Please read these Conditions carefully and keep them for future reference. They advise the depositor ('you') of important information about the Coutts Safe Custody Service ('the Service') and contain the Conditions of Use between you and Coutts & Co ('we', 'us' or 'Coutts').

1.2 We may agree other conditions with you, but these will only apply if agreed in writing.

2. Who may use the Service

2.1 The Service is available to individuals who are aged 18 or over, Trustees and Personal representatives, Companies, Partnerships, Clubs, Societies, Associations, Charities and other organisations.

2.2 In order to use the Service, you must have a Coutts Current Account at an office in the UK.

2.3 The people who give us instructions for the Service must be the same people who give instructions for your Coutts Current Account, unless we agree otherwise in writing.

2.4 Joint depositors are liable for all obligations jointly and severally.

2.5 Where we/you decide to terminate your Coutts Current Account, including using the Account Switching Service the Service will no longer be available to you and you will be required to withdraw your items from deposit, immediately.

3. About the Service

3.1 We provide the Service to store possessions for you. All items will be placed in a secure storage area.

3.2 We reserve the right to refuse to store any item(s), or to request the removal of any item(s), at our sole discretion. In particular, we shall not accept:

- 3.2.1 firearms or replica firearms;
- 3.2.2 cash in any currency;
- 3.2.3 items which in our opinion are inadequately or inappropriately packaged; or
- 3.2.4 items which in our opinion may pose health or safety problems, whether through weight and size, or otherwise.

3.3 The Client authorises the Bank to open, by force if necessary, and inspect any deposited items where:

- 3.3.1 the Bank is required to comply with its legal or regulatory obligations;
- 3.3.2 the Bank reasonably suspects that the envelope or box contains any weapon, cash (in any currency) or illegal item;
- 3.3.3 the Bank has tried to contact the Client and has not received any response within three months.

3.4 Items must be stored in one of the following containers and secured effectively by using one of the following methods:

- 3.4.1 a Bank security box secured with a Bank plastic tag;
- 3.4.2 a box, trunk, case or other container secured with a lock, padlock or Bank plastic tag; or
- 3.4.3 an envelope or package that is signed by you over every join and covered by clear, adhesive tape.

3.5 We do not have specialist humidity areas, and the level of fire safety is as required for normal working conditions. The area is not therefore fireproof.

3.6 If your items require specialist storage, such as temperature or humidity control, the Service will not be suitable.

3.7 We shall not be liable to you for any loss or damage suffered from incorrect storage or handling of items.

3.8 You may make deposits and withdrawals only on working weekdays during banking hours. These are days when banks in the UK are open.

3.9 All deposits and withdrawals must be made by you attending in person at the Coutts office where you wish your deposit to be kept/where your deposit is kept, or by a third party who has been authorised by you in writing to us. The authorised third party shall not be an employee of the NatWest Group. Where the depositor is joint, the authority of both/all parties is required.

4. Making a deposit

You may deposit item(s) by giving us notice before 12 noon London time, on the working day before you wish to make the deposit and upon completion of a Bank deposit form.

5. Accessing or withdrawing a deposit

You may obtain access to your item(s), or withdraw them from deposit, by giving us notice before 12 noon London time, on the working day before you wish to access or withdraw the item(s) from deposit.

6. Insurance

6.1 We do not insure items held in Safe Custody. It is your responsibility to arrange insurance for your items whilst they are in deposit and during transport to or from the Bank.

6.2 If your existing insurance does not offer cover for items in Safe Custody, we recommend you arrange for a suitable insurance policy that covers all items you hold in Safe Custody.

7. Our liability to you

Whilst we shall take all reasonable steps to maintain the security of your items and you acknowledge that the items are deposited at your own risk, we shall not be liable to you for any damage, loss, or consequential loss, unless caused by the direct negligence or fraud of our staff. Nor shall we be liable to you for any failure to comply with the terms of any insurance, whether arranged through us, or otherwise.

8. Fees

8.1 Full details of our fees for the Service are detailed in the Private Client Banking Tariff. Alternatively, please ask us about our fees. Our fees are reviewed from time to time, and we reserve the right to increase our fees on notice to you (see Condition 9).

8.2 Fees are payable in advance and will be debited from your nominated account at the time of your initial deposit, and in April each year thereafter. For more information on our fees, please visit **coutts.com/banking-tariff**.

9. Changes to the Service

We may at our discretion add to, or vary these Conditions and any other terms agreed with you, by giving you notice. The change will apply from the date stated in the notice.
If the change is to your advantage, we may make it immediately and give you notice within 30 days. In all other cases, we will give you at least 30 days' notice by post to the last residential address we have for you.

10. Notice

You agree that any notice we send to you in accordance with these Conditions, or any other conditions agreed with you, shall be properly given to you if sent by post to the last address we have for you.

11. Telephone calls

We may record telephone conversations with you to maintain or improve our service, and to help resolve problems which may arise from misunderstanding or human error. Strict controls and security will be maintained over access to recordings at all times.

12. Governing law

These Conditions of Use shall be construed in accordance with English law. You and we (i) irrevocably submit to the exclusive jurisdiction of the English courts and (ii) undertake not to commence any proceedings in relation to these Conditions of Use in the courts of any other jurisdiction.

13. Your information

Please note that we will use your information in accordance with the 'Important Information' document which forms part of the terms of your existing Private Clients Agreement with us.
If you require a copy of that document, please ask your private banker.

If you would like this document in another format such as Braille, large print or audio, please let us know.