Safe Custody Service

Conditions of Use

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 hold a Coutts & Co bank account 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.

2.6 The Service may only be opened by the account holder(s). We may, at our discretion, accept instructions to open or operate the Service from a duly authorised third party, including an attorney under a valid Power of Attorney, a court-appointed deputy or guardian. We may require sight of original or certified documentation before accepting such instructions.

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 risks due to their nature, condition, size, weight or handling requirements, or which may require specialist handling or storage arrangements.

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. Access is by prior appointment only, to be arranged and agreed with us in advance, and is subject to availability.

3.9 All deposits and withdrawals must be made by you in person at the Coutts office where the items are, or will be, held. Where agreed with us in advance, deposits and withdrawals may also be made at another Coutts office from which the Safe Custody Service is provided. You may nominate a third party to act on your behalf, provided that such authority is given in writing in a form acceptable to us. The authorised third party must not be an employee of the NatWest Group. Where the deposit is held jointly, instructions must be provided by all depositors unless otherwise agreed with us in writing. We reserve the right to require additional identification, verification or documentation before permitting any deposit, withdrawal or access.

3.10 Where we agree to accept items requiring additional handling, specialist storage or non-standard operational arrangements, we reserve the right to apply additional conditions, restrictions and/or charges to reflect the requirements of storing such items.

3.11 We reserve the right to limit the number, size or type of items held for any client based on operational capacity, security considerations or risk management requirements.

3.12 Where items do not comply with these Conditions, or where fees remain unpaid, we may require you to remove such items within a reasonable period. If you fail to do so, we may take such action as reasonably necessary, including relocation or opening of items as permitted under these Conditions.

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. We may require you to provide satisfactory identification prior to accepting the deposit.

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. We may require you to provide satisfactory identification prior to granting access to or releasing the item(s).

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 set out in the Private Client Banking Tariff. Fees may vary depending on the size, type or nature of the item(s) deposited and the manner in which they are stored or handled. Additional fees may apply where items require special handling, storage or operational arrangements, including but not limited to items of a larger size, non-standard dimensions or increased weight. We review our fees from time to time and reserve the right to introduce, amend or remove 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 initial deposit and at such intervals as set out in the Private Client Banking Tariff or otherwise notified to you from time to time.

9. Changes to the Service

We may at our discretion add to or vary these Conditions, including changes to the fees, pricing structure, categories of items or the manner in which the Service operates, 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.

Coutts & Co is registered in England and Wales No. 36695. Registered office 440 Strand, London WC2R 0QS.
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