

# Metropolitan Safe Deposits Limited Terms & Conditions ('Terms')

## METROPOLITAN SAFE DEPOSITS LIMITED TERMS AND CONDITIONS

### ('Terms')

Metropolitan Safe Deposits Limited is a company incorporated in England and Wales (company number 01734493 ) whose registered office is at 4th Floor, Elsley Court, 20-22 Great Titchfield Street, London W1W 8BE, England ('MSD', 'We', 'Us', or 'Our' as the context requires). MSD is registered with the Financial Conduct Authority in the UK as an Annex 1 Financial Institution (reference number 483234) in relation to safe custody services, for the purposes of anti-money laundering.

Our branch offices are situated at the addresses set out at the bottom of these Terms.

#### 1. DEFINITIONS

In these Terms the following definitions apply:

- 1.1 **Application Form:** means the form entitled "Metropolitan Safe Deposits Limited Contract" required to open a Box
- 1.2 **Box(es):** means the safe-deposit box(es) or any secure cupboard or room hired by You.
- 1.3 **Branch:** means the MSD branch office where the Box is situated.
- 1.4 **Business Day:** means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.5 **Contract:** means the contract created between You and Us when We accept Your application to open a Box upon us countersigning your Application Form and which includes these Terms (as amended from time to time) and the Price List.
- 1.6 **Deposit:** means the refundable key deposit to be paid by You to Us as stated in the Application Form.
- 1.7 **Fee:** means the fees charged by MSD for the Services as set out in the Price List.
- 1.8 **Group:** means, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group. A reference to a **holding company** or a **subsidiary** means a **holding company** or a **subsidiary** (as the case may be) as defined in section 1159 of the CA 2006.
- 1.9 **Initial Period:** means the initial annual term of the Contract, commencing on the Start Date as set out in the Application Form.
- 1.10 **Price List:** means the document setting out the Fees and any additional charges (as amended from time to time) as published on Our website at [www.metroSAFE.co.uk](http://www.metroSAFE.co.uk).
- 1.11 **Services:** means the supply of safe deposit services provided by MSD to You under the Contract including any additional services provided by MSD from time to time.
- 1.12 **Start Date:** means the start date specified in the Application Form.
- 1.13 **You/Your:** means the customer named on the Application Form. If a Box is held jointly, references to 'You' or 'Your' apply to all persons named on the Application Form or added to the Contract at any time after the Start Date. References to a "First Named Customer" are to the first named customer on the Application Form.

#### 2. APPLICATION OF THESE TERMS

- 2.1 The Contract will govern the entire relationship between You and MSD for the duration of the Contract.
- 2.2 **IMPORTANT NOTICE:** You should read these Terms carefully. These Terms tell you who We are, how We will provide the Services to You, how You and We may change or end the Contract, what to do if there is a problem and other important information. By signing the Application Form You confirm that You have read, understood and accepted these Terms.

#### 3. PRICE & PAYMENT

- 3.1 **When You must Pay:**
- (a) You must pay the Fee for the Initial Period on or before the Start Date. The Fee for any subsequent annual extension must be paid in advance on the same date each year. Fees for any additional services must be paid in advance. MSD customarily reviews its prices once a year. In the event of any price increase We will notify You at least one month before any changes come into effect and give You the opportunity to either renew Your Contract on the revised terms or to terminate Your Contract.
- (b) If You do not terminate Your Contract prior to the due date for payment of the Fee in accordance with paragraph 3.1(a), You must pay the new Fee on the due date for payment.
- 3.2 **Deposit:**
- (a) You must pay the Deposit on or before the Start Date. Subject to the provisions of these Terms, the Deposit is refundable on termination or expiry of the Contract, provided You return intact to Us all keys and identification cards for the Box and You pay Us in full all monies that you may owe Us under the Contract.
- 3.3 **Price List**
- (a) Prices for rental of Our Boxes are as stated in Our Price List. A copy of Our latest Price List is available from the Branch and is also published on Our website at [www.metroSAFE.co.uk](http://www.metroSAFE.co.uk).
- 3.4 **How You must Pay**
- (a) All payments may be made by Bank Transfer, credit, Visa or debit card. In order for you to settle any sums owing to Us, We must be in receipt of cleared funds for the total amount owed. We will issue You with an invoice prior to the Start Date or upon payment detailing all Services agreed and the amount due to Us.
- 3.5 **Currency and VAT**
- (a) The Fee and all Our prices and charges are quoted in British Pounds Sterling (£) and are, unless otherwise stated, inclusive of VAT at the prevailing rate and where applicable.

#### 4. WE CAN CHARGE YOU INTEREST IF YOU PAY LATE OR DO NOT PAY

- 4.1 All Fees and/or monies due under the Contract are to be paid within the time period stated in the Contract.
- 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% a month. 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.

- 4.3 Partial payments made towards Your outstanding balance will be applied in the following order:
- (a) interest accrued to date of payment; and
- (b) any Fees payable in respect of the Services.

#### 5. SUSPENSION OF THE SERVICES

- 5.1 If You do not pay any Fees or any other sums due to Us under the Contract by the due date for payment, in addition to any other rights We may have under these Terms, We may immediately suspend the Services without further notice and You will not be entitled to access Your Box.

#### 6. RELEASE AND DISPOSAL

- 6.1 Following termination of the Contract under paragraph 14, or if you do not comply with the provisions of clauses 15.1(a), 15.1(b) or 15.1(d), We will be entitled to break open the Box.
- 6.2 If We break open the Box, We shall do so in the presence of a MSD member of staff, a legal representative nominated by Us and occasionally a Police Officer, subject to their availability ("Witnesses").
- 6.3 An inventory of all items found in the Box shall be made and shall be signed by the Witnesses and such inventory shall be conclusive as to the nature, description and amount of any items found in the Box.
- 6.4 We shall be entitled to dispose of the contents of the Box opened under this paragraph 6, subject to any instruction from any relevant authorities, in such manner as We shall, in sole discretion, think fit including but not limited to, selling, auctioning or destroying the contents without further notice to You.
- 6.5 We shall be entitled to recover from the proceeds of such disposal or directly from You (including by way of deduction from the Deposit) all Fees, costs, charges and interest which are owing to Us as at the date of termination of the Contract and all further costs, charges and expenses which We may reasonably incur when breaking open the Box pursuant under this paragraph 6.
- 6.6 We will apply the proceeds from any disposal in the order set out at paragraph 4.3.
- 6.7 Any items that are not disposed of or destroyed will be held by Us (at Our sole discretion) in any manner that We see fit.
- 6.8 Any excess cash recovered will be deposited into a sterling denominated client account managed by Us.
- 6.9 Any excess cash recovered by Us that is not in GBP sterling will be converted into GBP Sterling at the prevailing retail exchange rate and deposited pursuant to paragraph 6.8 above.

#### 7. KEYS

- 7.1 **Boxes**
- (a) There are a total of two keys made for each Box. Three keys will be issued to you in respect of secure cupboards or walk-in units for the rear vault area at our Knightsbridge office. These keys are available for Your use only. We will give these keys to the Customer(s) at the time of opening the account.
- (b) You are responsible for the safe-keeping of all keys issued to You at all times.
- (c) We do not retain a key or any copy.
- (d) We cannot access the Box once the keys have been issued to You without breaking open the Box.
- (e) 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 keys.
- (f) All keys remain the property of MSD at all times.
- (g) You must notify Us in writing immediately in the event that any of the keys are mislaid or lost. We will in such circumstances replace the lock to the safe deposit box and provide You with two keys to the replacement lock subject to You paying us for the costs of replacing the lock as set out in the Price List.

#### 8. IDENTITY CARD & DIGITAL TEMPLATE

- 8.1 When You open Your account We will issue You with an identity card ("ID Card"). An ID Card will also be issued to any other person added to the Contract at the time of rental or at any time after the Start Date.
- 8.2 You are responsible for the safe-keeping of the ID Card at all times.
- 8.3 You must notify Us immediately in writing or by email from the registered email We hold on file for You in the event that You lose Your ID Card. We will in such circumstances replace the ID Card subject to You presenting a valid form of photo identification, completing and signing a signature check form and payment by You to Us of the relevant charges for such replacement ID Card as set out in the Price List.
- 8.4 You are prohibited from giving or lending the ID Card or disclosing the code to any person.
- 8.5 You will not (save in exceptional circumstances and entirely at Our discretion) be permitted to access the Box unless You produce the ID Card and key.
- 8.6 All ID Cards remain the property of MSD at all times.
- 8.7 You must notify Us immediately in writing or by email from the registered email We hold on file for You in the event that You lose Your ID Card. We will in such circumstances replace the ID Card subject to You presenting a valid form of photo identification, completing and signing a signature check form and payment by You to Us of the relevant charges for such replacement ID Card as set out in the Price List.
- 8.8 We will take a photograph of Your face together with a digital template of Your fingerprint when You open Your account. This will assist Us in identifying You every time You access Your Box. The digital template taken of Your fingerprint is not an

image and cannot be used to reconstruct a fingerprint; it is stored on Our system as a simple mathematical representation of Your fingerprint's unique characteristics.

## 9. CONTENTS (AND RESTRICTIONS) OF BOX

9.1 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 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 Box or to any of Our offices, Branches, employees, agents, contractors, customers or visitors.

9.2 **IMPORTANT NOTICE:** MSD is registered with the Financial Conduct Authority in the UK for the purposes of anti-money laundering. We therefore 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.

9.3 You agree to fully indemnify MSD (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 Box at the time You open Your account with Us or on the occasion of Your first visit.

10.2 We will not accept any instruction given at any time by You which has as its aim, object or effect the prohibition or restriction of access to the Box of any other customer named on Your Application Form, (including any customer who has been added at a later date by a variation form) whether given orally, in writing or otherwise.

10.3 We will not accept any instructions given at any time by You to remove another customer who is named on Your Application Form (including any customer who has been added to the Contract at any time after the Start Date) from any account.

## 11. BOX HOLDERS

11.1 Where there is more than one customer named on an Application Form (or added to the Contract at any time after the Start Date):

- (a) each customer will have equal rights of access to the hired Box and each customer will be able to remove items from the Box and add items to the Box;
- (b) removal of any one customer from the Application Form will be at Our sole discretion and subject to Our prior written consent;
- (c) we will only require the consent of one customer to break open the Box in accordance with these Terms.

11.2 At Our sole discretion, businesses and corporate entities will be subject to enhanced due diligence verification procedures.

## 12. COOPERATION WITH AUTHORITIES

12.1 From time to time we may receive lawful instructions or orders from authorities, (including courts of law) which have jurisdiction in England ('Lawful Authorities'). In such cases:

- (a) We reserve the right (in Our sole discretion) to refuse any person (including You) access to any of Our offices or Branches and to any Boxes and to all/any of their (or its) contents at any time.
- (b) We reserve the right (in Our sole discretion) to allow access at any time to any of Our offices or Branches and to any Box (including by breaking open the Box) and to provide any other information, notes, correspondence and records which We may from time to time hold to such Lawful Authorities. We are not required to notify You in such circumstances.

12.2 In the event that We receive any instruction, notice or order under paragraph 12.1 above, We reserve the right to refuse to renew any Contract with You or any other parties to the Contract (including any customer who has been added at a later date by a variation form).

## 13. COMMENCEMENT, DURATION AND RENEWAL

13.1 The Contract will start on the Start Date and will continue in force for the Initial Period, unless it is extended by agreement between Us in writing or terminated in accordance with the provisions of paragraph 14.

13.2 We reserve the right, in Our sole discretion, not to renew a Contract for any reason once it has been terminated.

## 14. TERMINATION

14.1 The Contract will terminate automatically at the end of the Initial Period or, in the event of an extension to the Contract, at the end of the agreed period of extension. We may also terminate the Contract by giving You 30 days' notice in writing. In such circumstances and at Our discretion, We may refund You a pro-rata amount of any sums paid by You to Us for the Initial Period or any agreed period of extension where Your Box is not used as a result of Our termination.

### 14.2 Termination by You

If You are ending the Contract for a reason set out at (a) to (e) below, the Contract will end immediately and We will refund You in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) We have told You about an upcoming change to the Services or the Contract which You do not agree to;
- (b) We have told You about an error in the Fees or description of the Services You have ordered and You do not wish to proceed;
- (c) there is a risk the Services may be significantly delayed because of events outside Our control;

(d) We suspend the Services for technical reasons, or notify You that We are going to suspend them for technical reasons, in each case for a period of more than 3 days; or

(e) You have a legal right to end the contract because of something We have done wrong.

14.3 **What happens if You end the Contract without a good reason.** If You end the Contract but not for one of the reasons set out in clause 14.2, the Contract will end immediately but We may charge You reasonable compensation for the net costs We will incur as a result of You ending the contract. In such circumstances You shall not be entitled to any refund of Fees paid for Your Box apart from the Deposit.

14.4 **We may terminate the Contract at any time by writing to You:**

(a) if We receive notice, instructions or orders from any authority which has jurisdiction over Us or a court of law requiring Us to stop providing the Services or in the event that We become aware of or reasonably suspect any breach of the terms of paragraph 9 or any other form of unlawful activity;

(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) You do not make any payment to Us when it is due and You still do not make payment within 30 days of Us reminding You that payment is due;

(d) in the event that a petition for a bankruptcy order is presented against You, if You make a proposal with Your creditors for a voluntary arrangement or if any similar matters happen to You and You are a body corporate; and

(e) You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services, for example proof of Your address, identification or other relevant contact details.

## 15. CONSEQUENCES OF TERMINATION

15.1 Immediately on termination of the Contract (and in any event within 7 days):

(a) all outstanding Fees and other charges due to Us shall be paid by You;

(b) You shall remove all contents from the Box;

(c) save for the purposes of paragraph 15.1(b), all Your rights of access to the Box shall immediately cease;

(d) You shall immediately return to Us by hand or by recorded delivery all keys and identity cards relating to the Box in Your possession or control; and

(e) for any of the reasons specified in paragraphs 14.4(a) to 14.4(e) (inclusive) We may deduct or charge You reasonable compensation for the net costs We will incur as a result of Your breaking the Contract.

15.2 If We do not receive all keys and identity cards and/or You do not remove all remaining contents of the Box once the Contract is terminated, You shall pay to Us on demand all relevant charges set out in the Price List (for example, any fee for a replacement lock in the event of the return of only one key or postage costs if any items found in a Box are returned to You) together with interest on them (accruing in accordance with the provisions of paragraph 4.2) if any, and all other costs and expenses which We may reasonably incur. You shall also pay to Us all Fees until such time as We are in receipt of all keys and identity cards and You have removed all contents from the Box. We shall be entitled to take all the steps detailed in paragraph 6 following termination of the Contract.

15.3 The termination of the Contract for any reason will not affect any rights or liabilities which have accrued prior to expiry or termination of the Contract nor affect any of Our Terms which are intended (whether expressly or by implication) to survive expiry or termination of the Contract.

## 16. OUR LIABILITY TO YOU

16.1 **Boxes**

16.2 If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Our entire financial liability for loss or damage to the contents of Your Box shall be limited to the value of the insurance cover which is in place for Your Box from time to time.

16.3 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the services.

16.4 We are not liable for business losses. If You use the Services for any commercial or business purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.5 **We are not responsible for delays outside Our control.** If Our performance of the Services is affected by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event but if there is a risk of substantial delay You may contact us to end the Contract and receive a refund for any Services you have paid for but not received.

## 17. DEATH OF CUSTOMER

17.1 In the event of Your death, We are under no obligation to allow access to the Box to any person claiming to be Your personal representative, unless such person shall produce to Us on demand a valid grant of probate or letters of administration (or such other evidence of title as may be acceptable to Us) appointing such person as the executor or administrator of Your estate.

17.2 In the event We allow access to the Box to Your personal representatives, this shall be solely for the purposes of inspecting the contents of the Box (and/or to obtain a copy of any will contained in the Box which we shall be entitled to keep a photocopy of) with a view to producing a probate valuation.

17.3 We shall be entitled to charge Our reasonable costs and expenses (including but not limited to any legal fees We incur) in order to satisfy ourselves that the persons requesting access to Your Box have the requisite authority to do so. These charges and expenses are set out in the Price List and must be paid prior to access to the Box being granted.

17.4 Nothing in this paragraph 17 shall affect the entitlement of any other person authorised pursuant to the Contract to access the Box.

## 18. YOUR DETAILS

- 18.1 It is Your responsibility to ensure that the details which You provide to Us are correct and to notify Us of any changes. Any changes must be notified to Us either in writing and signed by the person to whom the changes relate or notified by email from the email address registered with MSD for the person to whom the changes relate.

## 19. DEALING WITH CORRESPONDENCE, INSTRUCTIONS, QUERIES AND REQUESTS

- 19.1 Where We receive any correspondence, instruction, query or request from You, We will correspond and deal directly with You. We are under no obligation to notify You of any correspondence, instruction, query or request received at any time from any other customer named on the Application Form. You must clearly set out in all correspondence Your name, address, the relevant office locator and box number.
- 19.2 We reserve the right to contact You using any contact details provided by You to Us.

## 20. AUTHORITY

- 20.1 We will treat all notices, correspondence, instructions, queries or requests (including for access to the Box) which We receive from You at any time as having been sent, given to or made of Us with the complete and unconditional authority of all customers named on the Application Form.

## 21. DOCUMENTATION, INFORMATION AND PRICE-LISTS

- 21.1 We make every effort to ensure the accuracy of the information contained in all Our documents, notices, Price List and other information published by Us from time to time, including on Our website. However, content may be subject to change from time to time. In the event of any change We will notify You in writing. Where such documentation, notices, Price List or other information normally appears on Our website We will post updates on Our website. This paragraph does not apply to changes to Our Terms which are dealt with by paragraph 25.3.

## 22. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 22.1 We will use the personal information You provide to Us to:
- provide the Services;
  - process Your payment for such Services; and
  - if You agreed to this during the application process, to inform You about similar products that We provide, but You may stop receiving these communications at any time by contacting Us.
- 22.2 We may pass Your personal information to credit reference agencies. Where We extend credit to You for the Services We may pass Your personal information to credit reference agencies and they may keep a record of any search that they do.
- 22.3 We will only give Your personal information to other third parties where the law either requires or allows Us to do so.
- 22.4 If You wish to make a request for access to or removal of any of Your personal data, require details of the personal data which We hold relating to You or have any queries relating to data protection, You should write to the Data Manager, Metropolitan Safe Deposits Limited, 19 Cheval Place, Knightsbridge, London, SW7 1EW.
- 22.5 For further information on how We treat Your personal data and keep it secure please refer to Our privacy policy and security policy on Our website at [www.metroSAFE.co.uk](http://www.metroSAFE.co.uk). Further information concerning data protection can be found at the website of the Information Commissioner at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).
- 22.6 We are registered with the Information Commissioner's Office under ID number Z7664674.
- 22.7 We may share your personal data with other companies in MSD's Group acting as joint controllers or processors and who are based in the United Kingdom and provide safe deposit services.

## 23. CONFIDENTIALITY

- 23.1 We treat all information which You supply to Us at any time in confidence. We will not disclose any such information to any third parties save as authorised by You or as otherwise provided for by these Terms. We take proper and reasonable steps to maintain the confidentiality of such information during the period of the Contract. 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. We may from time to time be required to disclose such information to third parties under paragraph 11.
- 23.2 It is Your responsibility to keep safe any keys and identity cards and to keep secret any passwords and/or codes which You may use or which We may provide to You from time to time. We are not responsible for any consequences (of whatever nature) arising from Your loss of such keys or identity cards or from Your disclosure of such passwords or codes to any other person.

## 24. NOTICES

- 24.1 All documents, notices and other information which We may issue or which We are required to give to You from time to time will be:
- sent by Us by prepaid second class post marked for the attention of the First Named Customer to the postal address for that person set out in the Contract or as subsequently notified to Us by that person in advance in writing; or
  - sent by email to the address specified by You to Us in advance in writing
- 24.2 All such documents, notices and other information shall be deemed to have been duly received:
- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - if sent by pre-paid second class post or other next working day delivery service, at 9.00 am on the third Business Day after posting or at the time recorded by the delivery service;
  - if sent by email, at 9.00 am on the next Business Day after transmission;
  - If sent by airmail, 9.00 am on the fifth Business Day after posting

We are not required to copy any such documents, notices or other information to any other persons including any other customer and service by Us on the First Named Customer shall be deemed to have been properly made on all customers.

- 24.3 All documents, notices and other information which You may issue or which You are required to give to Us from time to time must, save as otherwise expressly provided for in Our Terms, be sent to Us at: **c/o The Branch Manager at the branch address where Your box is held** by pre-paid first class post and bear or 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 the same. We are entitled to treat such documents, notices or information received by Us from any Customer as having been issued to Us with the authority of and duly served on Us by all Customers.

- 24.4 Any communication from Us to You via email will only be made from an authorised MSD email user and will carry the suffix @metroSAFE.co.uk. Should You receive an email from an email address carrying any other suffix, please inform Us (in writing) immediately and do not respond to such an email.

## 25. GENERAL

- 25.1 **Transfer**
- We may transfer this Contract to someone else.** We may transfer Our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
  - 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.
  - Nobody else has any rights under this Contract.** This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 25.2 **Waiver**
- Even if We delay in enforcing this Contract, We can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking the Contract, that will not mean that You do not have to do those things or prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Services, We can still require You to make the payment at a later date.
- 25.3 **Amendment**
- We may be required to amend Our Terms to comply with relevant laws or regulatory requirements or to implement minor technical adjustments and improvements, for example to address a security threat. These will not affect Your use of the Services.
  - If there are more significant changes which need to be made to Our Terms, We will notify You in writing and You may then contact Us to end the Contract in accordance with paragraph 14.2(a).
  - Our Terms may not otherwise be varied or amended unless with Our prior written consent. A copy of Our latest Terms can be viewed on Our website at [www.metroSAFE.co.uk](http://www.metroSAFE.co.uk) where You can also print off a copy for Your records. No changes to Our Terms will be binding on You until 28 (twenty eight) days after notification to You of the change.
- 25.4 **Severance**
- If a court finds part of this Contract illegal, the rest will continue in force.** 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.
- 25.5 **Opening times**
- Our branch opening times vary between Our offices and are as detailed in Our Price List and on Our Website from time to time.
  - We close Our office at 5.30pm on four Business Days every year for staff training. These days and any other days we may close earlier than usual are advised on Our website and by notices in each of Our offices.
  - Our offices are closed annually on Christmas Day, Boxing Day and New Year's Day.
- 25.6 **Closure/Relocation**
- In the event of any permanent closure or relocation of the office where the Box is situated We will (save in exceptional circumstances or where action must be taken immediately due to circumstances beyond Our control, such as following fire or structural damage) notify You as soon as reasonably practicable in advance.
26. JURISDICTION
- Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

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November 2020

**Our Branch offices are at the date of issue located at:**

19 Cheval Place, Knightsbridge, London SW7 1EW and

16/18 Circus Road, St. John's Wood, London NW8 6PG

All enquiries concerning Our Terms should be directed to the manager of the appropriate Branch

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**METROPOLITAN**  
SAFE DEPOSITS