

A/C No.

SAFETY DEPOSIT BOX AGREEMENT

BETWEEN: The Guardian Vault Limited (the “Company”)

AND: (the “Hirer”)

Box No: (the “Box”)

Fee: \$ ____ p.a. (inclusive of GST) as reviewed by the Company from time to time (the “Fee”)

Hirer’s Address: [Must Include Street Address]

Telephone Numbers:

For the hire of the Box in the Vault of the Auckland Branch of the Company it is agreed:

1. DEPOSIT

The Company acknowledges receipt of a key deposit of **\$200** which will be refunded when the hire of the Box is terminated so long as the Hirer has performed all the Hirer’s obligations. The deposit is immediately forfeited to the Company in the event of any breach by the Hirer of this Agreement and may be applied in payment of any expenses incurred under clause 8.

2. TERM

The initial Term is from the date of this Agreement until **31 March 2__ / 30 September 2__** and thereafter the Term is for successive twelve month periods.

3. RENEWAL

At the Company’s option this Agreement may be renewed on the expiration of each Term. The Company may change the terms and conditions of hiring for each renewed Term of hire but if not changed, the hiring will continue on the terms applicable during the preceding Term of hire.

4. RENTAL

The Fee is payable in advance for each Term.

5. RULES

The Company will post rules in the Vault providing for its operation, including hours of access. The company is not liable for any loss or damage for delays arising from an accident or failure in the working of the Box or Vault or locks or from staff absence or for any other reason.

6. TERMINATION

On the termination of this Agreement by any means the Hirer must return all keys and access cards to the Company. Until returned, the Hirer must continue to pay the Fee.

7. COMPANY'S RIGHT TO CANCEL

The Company may cancel this Agreement on 14 days written notice to the Hirer. Any fee will be proportionately refunded.

8. COMPANY'S RIGHT TO ENTER BOX

(a) If, on termination of this Agreement, the Hirer has not returned all keys and access cards, the Company may immediately forcibly open the Box and remove the contents and retain them on special deposit with no liability attaching to the Company in respect of any loss resulting or damage.

(b) If the Company forcibly opens the Box, it must notify the Hirer in writing and advise the Hirer of the terms on which the contents may be claimed which will include payment of all costs and expenses incurred.

(c) If the contents are unclaimed and/or any monies due are not paid, the Company shall be entitled to sell the contents by public auction and retain from the proceeds all monies due to it including the auction costs.

9. ARREARS

Whilst any monies due are in arrears, the Company may refuse access to the Box.

10. LOSS OF KEYS

The Hirer will notify the Company immediately if any key or access card is lost and on demand will pay the cost of replacing the lock and/or any key or card.

11. INSURANCE AND RISK

It is the Hirer's responsibility to insure the contents of the Box against all possible risks. The Company will use reasonable skill and care but will not be liable for losses suffered by the Hirer due to criminal acts, fire, earthquake, flooding, war, civil disturbance, acts of God or other events beyond its control.

12. DANGEROUS SUBSTANCES

No drugs, firearms, explosives or dangerous substances are to be deposited in the Box.

13. JOINT HIRERS

If a Hirer is more than one person then any one of them shall have right of access to the Box, the right to surrender the same and the right to appoint an agent and each is jointly and severally liable for the performance of this Agreement. Upon the death of one joint Hirer the survivor is the only party capable of exercising the Hirer's rights.

14. CORPORATE HIRER

If the Hirer is a corporation, access to the Box and the right to surrender it must be vested in such officer or officers of the corporation or such other person or persons (being not more than three in number) as the Hirer nominates for that purpose.

15. AGENCY

Any Hirer may appoint an agent (in a manner approved by the Company) to perform the Hirer's rights under this Agreement. The agency will continue until written notice of revocation is received the company.

16. DEATH OF HIRER

On the death of an individual Hirer only the legal personal representative is entitled to exercise the rights of the Hirer.

17. ASSIGNMENT

The Hirer has no right to assign or transfer its right under this Agreement.

18. INDEMNITY

The Hirer agrees to indemnify the Company against all costs, losses and expenses it incurs pursuant to Clause 8 or for which it may become liable as a result of the contents or use of the Box by the Hirer.

19. NOTICES

Any notice to the Hirer shall be deemed to have been received if posted by ordinary post to the Hirer's address or to the most recent address notified in writing to the Company.

DATED this day of 2____

SIGNED by the Hirer(s):

SIGNED for and on behalf of the Company:

RECEIPT

Receipt of:

- 1. Two keys for Box No. _____**
- 2. Copy of provisions of this agreement.**
- 3. Copy of the Rules governing operation of Safety deposit Vault.**

Is hereby acknowledged this day of 2_____

Hirer:

Hirer:

SURRENDER

The undersigned being the Hirer (or if more than one, one of the Hirers) of Box. No. hereby surrenders the Box and all keys and access cards and certifies that the contents of the Box have been removed.

DATED this day of 2_____

SIGNED by: _____

(the Hirer) in the presence of:

Name:

Address:

Occupation: