



# CITY BANK PLC

## RULES & CONDITIONS GOVERNING THE LICENSING OF LOCKER

1. Lockers will be rented for a period of one year in the first-instance and will automatically be renewed thereafter from year to year until terminated pursuant to the provisions of the Rules and Conditions as hereinafter set out.
2. The Renter shall, throughout the period of hire, maintain a banking relationship with the Bank. The Bank may, however, at its sole discretion and subject to such terms as it shall think fit, waive this condition for the whole or any part of the period of hire. Unless so waived and notwithstanding any other Rules and Conditions herein contained to the hire of deposit lockers, the hire shall automatically terminate on the cessation of the banking relationship.
3. The Renter shall have access to the locker at anytime during the Bank's business hours which are notified in the branch premises and in accordance with such regulations as shall from time to time be laid down by the Bank (while leaving the locker room after using the locker, the Renter must make sure that locker has been locked with the key properly).
4. Lockers may be hired in two or more names but not exceeding four and in such cases the Renters must give explicit instructions to the Bank as to whether access is to be allowed to either Renters singly or two or more of their number jointly. Locker may be hired by any partnership firm or limited company or other corporate body and in such event only authorised representative(s) of such firm, company, corporate body can operate the locker.
5. All rentals are payable annually in advance. VAT and other charges imposed by the Govt. are applicable & shall be realised from the Renter's account.
6. The Renter shall not assign or underlet the locker or any part of it, not permit it to be used for the depositing of any liquid or anything explosive, dangerous or of an offensive nature, or which may become a nuisance of the Bank or to any of its constituents. The Bank reserves the right of inspection of the contents of lockers.
7. In order to terminate the hire, written notices (which may be given by either Bank or the Renter) must be given at least one month prior to the expiry date of the hire and the locker with its keys must be surrendered to the Bank not later than noon on the expiry date of the hire. If the locker and keys are not surrendered on the expiry date, the hire will be considered renewed for a further year and rent charged accordingly and the Renter hereby agrees to pay such rent on demand. In case a locker is hired to more than one person, the notice of termination must be signed by all the Renters.
8. In the event of non-payment of rent when due by the Renter or non-observance of any of the conditions herein set out, the Renter shall forfeit all rights to the use of the locker. In such an event the Bank shall give notice in writing to the Renter demanding payment of all rent due and the performance by the Renter of any conditions herein contained and if before the expiry of one month from the date of the notice the Renter does not pay the rent or fails to comply with such condition, the Bank shall be entitled to break open the locker and either forward (by registered post or other reasonable means at the Renter's risk) the contents of the locker to the Renter at his/her registered address or at the Bank's option to retain and keep the contents of the locker in such other place as it may think fit at an annual rent equal to the amount of the rent payable hereunder.
9. If the keys of the locker are lost by the Renter, the Bank must be notified without delay. In such an event any expenses to which the Bank may be put in breaking open the locker and substituting a fresh lock and keys shall be paid by the Renter.
10. All repairs required for the locker, lock or keys are to be carried out exclusively by workmen nominated by the Bank. The Bank shall have a lien on the contents of the locker for all rent due from the Renter to the Bank and also for all expenses to which the Bank may be put in breaking open the locker and substituting a fresh lock and keys and the Bank shall be entitled to sell the contents of the locker or any part thereof for the purpose of recovering unpaid rent and any such expenses.
11. Any notice sent to the Renter by registered post to his/her last registered address shall be deemed to have been duly served on the Renter in the usual course of post.
12. **In case of any loss or damage of locker contents or valuables caused by fire, burglary/theft, robbery, dacoity and house breaking following upon accidental fire, actual forcible and violent entry into or exit from the premises and locker(s), the Renter will be eligible for following maximum insured value:**

Type of locker	Insured Value
Small Size Locker	BDT 1,25,000
Medium Size Locker	BDT 1,75,000
Large Size Locker	BDT 2,50,000

**Any claim of the Renter regarding loss of locker contents or valuables will not be accepted by the Bank unless any sign of theft, robbery followed by locker breaking, locker distortion and forced entry into the locker is found. The Bank will bear the insurance premium cost. The Bank is not liable in any way if the locker is broken and sealed or taken over by any agency or authority of the Government for any reason whatsoever.**

13. In respect of the hire of safe deposit lockers, the relationship between the Bank and the Renter is that of a licensor and licensee and not that of banker and customer.
14. Without prejudice and in addition to the provisions of condition No.9 above, the Bank shall have the authority to debit to the account that the Renter may have with the Bank, without previous reference to the Renter, all dues recoverable from him/her in respect of the locker under any of the conditions mentioned above.
15. In the case of grave or urgent necessity or in the event of the failure of the mechanism of the safe deposit vault or any other reasons which make the opening of the safe deposit unsafe or inexpedient, the Bank reserves the right to close without notice the safe deposit for such period as it may consider necessary.
16. The Renters are warned to keep the keys of lockers in a place of safety. not to divulge the numbers of their keys or lockers and the password (if any) and not to deliver the key to any person other than their duly authorized agent.
17. The Bank reserves to itself the right to add to and/or amend the Rules and Conditions and to alter the rental at its absolute discretion without prior notice.
18. The Bank reserves to itself the right to remove the locker and its contents to a new location under such safeguards as the Bank deems proper.
19. The Renter shall abide by such rules, conditions and regulations as the Bank may from time to time adopt.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Joint Applicant