

CONDITIONS GOVERNING THE HIRING OF SAFE DEPOSIT BOX

- 1 In these conditions "Box" means the Safe Deposit Box agreed to be hired by the Hirer and the expression "Hirer" includes any person authorised under his Mandate and the masculine pronoun also implies the feminine gender and the "Bank" means the RHB BANK BERHAD.
- 2 Upon signing this Agreement, the Hirer shall pay rental in advance, together with a deposit for keys and shall be entitled to use and have access to the Box subject to the terms and conditions herein contained.
- 3 The Agreement for Hire shall not confer on the Hirer any greater or other interest than a license to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with these conditions.
- 4 The Bank shall not be deemed to be a bailee of the contents of the box or any part thereof, nor shall it to be affected by notice of any trust or equity attaching to such contents or any part thereof. Subject to the provisions of Clause 7 hereof, the nature and value of such contents shall be of no concern to the Bank.
- 5 Only the Hirer shall be permitted access to the Box. He will not be allowed to sublet the Box or any part thereof. He may, however, authorise another person to have access to his Box under a Mandate executed on the Bank form and such a person is hereby deemed to have the Hirer's full authority to remove or otherwise deal with the contents of his Box upon production of the key and his signature being verified to the satisfaction of the Bank.
- 6 Each Box shall have two (2) sets of keys, namely the A keys which shall be kept by the Bank, and the B keys which shall be delivered to the Hirer on payment of deposit. The Hirer undertakes to keep the B keys very carefully. If any of the B keys be lost, stolen or mislaid, the Hirer shall immediately report it to the Bank and the Bank may at the request of the Hirer obtain a new B lock and the cost thereof shall be paid by the Hirer. Unless and until the Bank is duly notified of the loss of the key, the Bank shall not be responsible for any loss or damage resulting from the Box being opened and the contents removed by any person producing the key and impersonating the Hirer. All necessary repairs to the lock or keys shall be carried out exclusively by workmen nominated by the Bank. The expenses arising from the loss of the key(s) and of any repairs arising from other than the ordinary and reasonable use of the Box, (including the cost of a new lock if required) shall be borne by the Hirer.
- 7 The Hirer shall not use or permit the Box to be used for the deposit of any liquid or any item of an explosive dangerous or offensive nature or anything which may become a nuisance to the Bank or the Hirer of any other Safe Deposit Box or for any other purpose than for the deposit of articles or documents of value and; the Hirer will on demand permit the Bank to inspect the contents of the Box for the purpose of ensuring that this condition is being complied with.
- 8 The Hirer may have access to the Box on any working day during the normal Banking hours of the Bank on his signing an application for such access but the Bank will not be bound to allow such access if the signature or the thumb print of the Hirer is not verified to the satisfaction of the Bank; and the Bank shall not be responsible for any loss or damage arising from the Bank refusing to give the applicant access to the Box by reason of the Bank not being satisfied as to the genuineness of the signature or the thumb print. The Bank may also refuse to allow access to the Box if the rent is in arrears and unpaid (unless and until the Bank has received express notice of the termination of the hire) or any sum is due and owing to the Bank from the Hirer under these conditions.
- 9 If the rent be in arrears and unpaid for one (1) month after the due date or if there shall be any breach or non-observance or non-performance of any of these conditions on the part of the Hirer the Bank shall be at liberty to terminate this Agreement without notice and in such case the Bank shall be entitled only to a portion of the rent up to the date of the termination of the Agreement subject nevertheless to Clause 12 hereof. and if the rent for the current year shall have been paid a proper portion thereof shall be refunded by the Bank.
- 10 This Agreement may be terminated by either party by giving one (1) calendar month's notice in writing prior to terminate of any year of the hiring and on the termination of the Agreement for Hiring by the Bank or the Hirer all the property deposited in the Box shall be removed and the B keys returned to the Bank. The receipt of the B keys will be acknowledged by the Bank by the refund of the Deposit for them.
- 11 If the contents of the Box are not removed or the B keys are not returned to the Bank on or before the termination of the Agreement by either party the Hirer shall be liable to pay to the Bank double rent from the date of the termination until the contents of the Box be removed and the B keys returned to the bank.
- 12 In the event of the B keys not being returned to the Bank within six (6) months from the termination of the Agreement under Clause 10 hereof or immediately upon termination of this Agreement by default pursuant to Clause 9 hereof, the Bank shall have the right at anytime thereafter to break open the Box at the cost to be borne by the Hirer and if the Bank thinks fit to break the seal of any packet or receptacle in the Box and unlock or break open any locked receptacle at the cost to be borne by the Hirer without being responsible for the damage occasioned. The Bank shall be at liberty to forward at the cost to be borne by the Hirer the contents of the Box by registered post or other reasonable means at the Hirer's risk to the Hirer at the address referred to in Clause 16 or at the Bank's option it may retain and keep the said contents in such other safe or place as it may think fit at the sole risk of the Hirer; and the Bank shall be entitled to charge a sum equal to double the rent payable here-under for the period commencing from the date of termination of the Agreement until the Bank forwards the contents of the Box to the Hirer or until the Hirer shall remove the contents of the Box or until the contents are sold pursuant to Clause 13 below.
- 13 The Bank shall have a lien or charge on the contents of the Box for the rent and all sums for which the Hirer may become liable to the Bank under these conditions, and may at any time and from time to time after the expiration of the said period of six (6) months without notice in writing to the Hirer sell all the or any of the contents of the Box and apply the net proceed in or toward satisfaction of the moneys due to the Bank for such rent or expenses as aforesaid and the surplus proceeds of sale (if any) shall be retained by the Bank to the order of the Hirer without any liability on the part of the Bank for interest.
- 14 In the event of the death of the Hirer, his legal personal representative or representatives if more than one, on producing the B keys, may have access to and open the Box and remove all of the contents, and this act shall automatically terminate the Agreement. The Bank may in discretion without being responsible for any loss, before the Grant of Probate or letter of Administration permit any person claiming to be entitled to administer the deceased Hirer's estate to open the Box and examine the contents in the presence of an official of the Bank, but such person shall not remove any of the contents except any Will or Testamentary paper whereby such person is appointed executor.
- 15 The Bank shall not be liable whatsoever for any loss or damage to the contents of any safe deposit box due to theft-fire, negligence or any other cause except for loss or damage to the contents of the safe deposit box due to burglary or robbery for which the liability of the Bank shall under no circumstances whatsoever exceed the insured sum of RM10,000.00. The Hirer may if he so desires arrange on his own additional insurance coverage for the contents if the value of the contents in his opinion exceeds RM10,000.00.
- 16 It is important that you inform us of any change in your contact details to ensure that all correspondence reach you in a timely manner. Any notice left or sent by post in an envelope addressed to the Hirer at the address he has given to the Bank or at such other address as he may from time to time in writing instruct the Bank to substitute therefore, shall be deemed to have been duly served on the Hirer in the due course of post notwithstanding that he may be dead or is no longer residing thereat or has left the country.
- 17 The Bank reserves the right to impose and/or revise rental rates, service fee and/or other charges from time to time with prior notice to the accountholders and they shall become effective on such date as the Bank may elect to adopt and for which the Bank shall be entitled to debit from the account. However for changes in fees and charges at least 21 calendar days prior notice before the effective date is required. At the absolute discretion of RHB Bank, a notice of such additions or amendments or variations may be effected by:-
 - a) Displaying the same at the premises of the Bank or its branch offices or by mailing the aforesaid notice to the accountholders not less than twenty one (21) days; or
 - b) By posting the notice of the same on RHB Bank's website.
- 18 In the event that customer has opted-in in relation to the disclosure of information for the purpose of cross selling, marketing and promotions in the application form and the customer subsequently wants to opt-out or vice versa, customer may contact their Domicile Branch to change the option.
- 19 For the avoidance of doubt, the Hirer shall bear all professional fees, taxes (including but not limited to service tax or GST), and out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of the Safe Deposit Box.