

# Safe Deposit Box

Simple

**secure**

sorted



Protect your  
valuables with a  
safe deposit box

**HALIFAX**  
the people who give you extra

# Think inside the box

If you have any possessions that are impossible to replace or hold sentimental value, it's good to know they're as safe as can be.

Simple to use, our safe deposit boxes use a state-of-the-art security system. What's more, you'll have unlimited access, seven days a week.

**Simple. Secure. Sorted.**

## How does it work?

**1** **Choose** what you want to protect – people typically keep jewellery, gold, family heirlooms and documents in a safe deposit box.

**Keep** your belongings in a safe deposit box, protected by four levels of security as standard.

- 2**
- |  |   |
|--|---|
|  <b>Key card</b> |  <b>Fingerprint</b> |
|  <b>PIN</b>     |  <b>Key</b>        |

**Access** your valuables at any time during our extended opening hours. Just pop in when it suits you – no appointment, no hassle.

**Find us here:**

**3** 118–132 New Oxford Street, London.

**Opening hours**

Mon–Fri: 8:00am–8:00pm

Sat: 8:00am–6:00pm

Sun: 11:00am–5:00pm

# Choose your size...

Take your pick from three different sizes of safe deposit box:  
(Subject to availability)



**£200**  
per year

## Small

**240x370x49mm**

Perfect for items such as jewellery, antique coins and USB drives.

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## Medium

**240x370x118mm**

Ideal for important documents and small collections of valuables.

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**£325**  
per year



**£475**  
per year

## Large

**240x370x186mm**

Suitable for bigger collections of valuables or single large items.

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# Find out more



**Speak to a colleague in  
branch today  
or visit [www.halifax.co.uk/  
safedepositbox](http://www.halifax.co.uk/safedepositbox)**

## **Please note**

To qualify for a safe deposit box, you need to be aged 18+, a UK resident and be a Halifax mortgage customer, or a Halifax current or savings account customer with an account held for at least one month.

Not all accounts qualify. Please ask for details.

Each box is held and operated by one person.

A safe deposit box is not an alternative to insurance – you are responsible for arranging suitable insurance for your possessions.

All prices inclusive of VAT.

You can open a safe deposit box here, in our New Oxford Street branch.

The safe deposit box service is subject to limitations and exclusions.

Safe deposit boxes are subject to availability and there may be times when access is restricted, for instance for essential maintenance or there may be a delay if in use.

Please see full terms and conditions, for details.

# Check your contents



## **We are unable to accept the following items for storage:**

- Wills or other documents that may be needed to administer your estate on death
- Bank notes or coins of any jurisdiction that are still in circulation
- Plants, plant matter, animal food or other perishable goods or living organisms
- Any items which could cause harm or damage to the box or storage system
- Items requiring specific storage conditions, for example for preservation or because they are delicate or fragile
- Weapons, including guns, knives and ammunition, any explosive, combustible or incendiary devices, chemicals, drugs, pollutants, gases, liquids or odorous, toxic or radioactive substances
- Items which have been or are being used in any way to facilitate tax evasion
- Illegal items, those resulting from illegal activity, and those that have been or may be used in connection with acts of terrorism

# Terms and conditions

## 1. Introduction

- 1.1 These conditions form part of your licence agreement for using our Safe Deposit Box service. You are hiring only the space in the Safe Deposit Box (the 'Box'), not the Box itself. The Box belongs to us at all times.
- 1.2 The Box may be held in the name of one person only.
- 1.3 To open and use the Box, a customer must be 18 or over, a UK resident and hold a Qualifying Account.

## 2. Meaning of words

In these conditions:

- 'you', 'your' or the 'customer' means the customer who has applied for the service;
- 'we', 'us' or 'our' means Halifax, a division of Bank of Scotland plc;
- 'Safe Deposit Box service' means the service we provide to you as holder of a Qualifying Account so that you can store your items in the Box in line with these conditions;
- 'Qualifying Account' means a Halifax-branded mortgage account, an active Halifax-branded current account or a Halifax-branded savings account (the current or savings account must have been open for at least one month). See 'More about Qualifying Accounts' below. Certain accounts are excluded. You can ask us for details of excluded accounts;
- 'Working Day' means Monday to Friday (except bank holidays in England and Wales).

## 3. More about Qualifying Accounts

- 3.1 A current or savings account stops being a Qualifying Account if something happens that gives us the right or obligation to stop or suspend your use of the account or to close it immediately under your current or savings account conditions. This would apply, for example, if a court order prevents you using your account. A mortgage stops being a Qualifying Account if we have repossessed and sold the property that was security for the mortgage.
- 3.2 We may add further types of account as Qualifying Accounts. We may also remove types of account as Qualifying Accounts for one or more of the reasons listed in condition 17. If we do so, we'll give you notice in line with that condition.
- 3.3 If your account stops being a Qualifying Account, we may suspend use of the Safe Deposit Box service or end our agreement with you.

## 4. Limitation and exclusion of liability

- 4.1 We won't be liable for any loss or damage to items stored in the Box, except for loss or damage because of our failure to provide the service with reasonable care and skill or if we are in breach of contract.

- 4.2 Any liability we have is limited to direct loss or damage only. It will not be more than the annual Box hire fee payable by you for the year of the agreement in which you make a claim against us.
- 4.3 Nothing in this agreement excludes or limits our liability for our own fraud or your liability for your own fraud.
- 4.4 We don't exclude or limit our liability for death or personal injury resulting from our failure to act with reasonable care and skill.
- 4.5 We won't be liable for any damage to items stored in the Box caused by any acts outside our reasonable control ('force majeure events'). These include such things as:
  - a. strikes, lockouts and industrial action;
  - b. war, riot and commotion;
  - c. act or threat of terrorism, cyber-terrorism or cyber-crime;
  - d. hacking of the Safe Deposit Box service or our third-party supplier's system;
  - e. compliance with a court or government order;
  - f. compliance with a statutory or other legal obligation;
  - g. malicious damage;
  - h. damage caused by items stored in other customers' Boxes;
  - i. Acts of God, which include such things as floods, lightning strikes, fire or storms;
  - j. power cuts or power failures;
  - k. robbery or armed raids.
- 4.6 We won't be liable:
  - a. for the acts or omissions of any third parties acting outside our authority or control;
  - b. for any act of a third party accessing the Box, as authorised by law or under a valid power of attorney, if we didn't know or suspect that the third party was acting dishonestly;
  - c. for losses arising from your failure to act with reasonable care;
  - d. for any delay caused by acts outside our reasonable control; or as a result of you being refused access to the Box in the circumstances set out above; or as a result of us needing to arrange for a specialist to drill into the Box lock; or
  - e. for any delay in accessing the viewing room or Box because you don't have the key or access card or have forgotten your PIN.

## 5. Insurance

- 5.1 We don't provide you with insurance cover for items stored in the Box.
- 5.2 Except where these conditions say otherwise, items stored in the Box are at your sole risk. You are responsible for arranging insurance for your items against all risks for their full replacement value.

## 6. Box contents and prohibited items

- 6.1 You are responsible at all times for any items stored in the Box and for this being a suitable place to store them. Please also note condition 5 on insurance.
- 6.2 You must ensure that the Box contains only items that you solely and beneficially own. You must not store items for someone else.
- 6.3 The Box is not waterproof or flood-proof. You should arrange to use waterproof packaging if you want to protect items stored in the Box against the risk of damage caused by water.
- 6.4 You must not store any prohibited item in the Box. The following are prohibited items:
  - a. Wills or other documents that may be needed to administer your estate in the event of your death.
  - b. Items that are illegal or result from illegal activity, such as the proceeds of crime.
  - c. Items that have been or may be used in connection with acts of terrorism.
  - d. Items that have been or are being used in any way to facilitate tax evasion.
  - e. Weapons, including guns and knives, and ammunition.
  - f. Any explosive, combustible or incendiary devices; chemicals or drugs; pollutants, gases, liquids or odorous, toxic or radioactive substances.
  - g. Bank notes or coins of any jurisdiction that are still in circulation.
  - h. Items requiring specific storage conditions, for example because they are delicate or fragile.
  - i. Items that require specific storage conditions for preservation.
  - j. Plants, plant matter, animals, food or other perishable things or living organisms.
  - k. Items that could cause harm or damage to the Box or storage system.
- 6.5 We may add further things to the list of prohibited items at any time for one or more of the reasons listed in condition 17. If we do so, we'll give you notice in line with that condition.
- 6.6 If you store any prohibited items in the Box, you agree to pay full compensation for any damage, costs, charges and harm to people or property that occurs as a result of you having done so.

## 7. Payment and renewal

- 7.1 Please see our Key Information leaflet for details of our current Box hire fees. We can change these as described below.
- 7.2 The Box hire fee covers a period of 12 months and is payable in advance. You must pay the first 12-month Box hire fee with cleared funds when you first sign up for a Safe Deposit Box ('the start date of this agreement').
- 7.3 We'll charge you the Box hire fee **in advance for the next 12 months** on each anniversary of the start date of this agreement ('anniversary date'). You must pay for each 12-month period in advance with cleared funds.
- 7.4 If the Box hire fee is not paid within 30 days of the anniversary date, we'll give you notice to end this agreement.
- 7.5 You must pay our other reasonable costs and expenses associated with your use of the Safe Deposit Box service, for example for drilling and replacing the Box lock and keys.

## 8. Accessing the Box

- 8.1 Only you may access the viewing room and Box, subject to the limited exceptions in this agreement.
- 8.2 You may access the Box only during branch opening hours at the branch where you have stored your items.
- 8.3 You must use reasonable care while accessing and using the viewing room and Box.
- 8.4 You must lock the Box after use.

## 9. When we can refuse access to the Box

- 9.1 We may take whatever action we consider appropriate to meet our obligations under general law. These include our obligations regarding our ongoing monitoring of, or suspicions about, fraud, money laundering and other illegal activity, which may require us to report details to the appropriate authorities.

We'll refuse to allow you access to the Box if any of the following apply:

- a. Payments due under this agreement have not been made or there is another breach of this agreement.
- b. In our staff's reasonable opinion:
  - i. you have behaved in an aggressive, erratic, threatening, lewd or rude way;
  - ii. you are under the influence of alcohol or drugs; or
  - iii. your behaviour gives rise to a suspicion that you are, or will be, acting illegally in accessing or using the Box.
- c. Another customer is accessing their Box – only one person may use the viewing room at a time.
- d. Unforeseen circumstances (such as a fire alarm or power cut) mean the service is unavailable.
- e. The account is no longer a Qualifying Account.
- f. Essential maintenance work is taking place.

- g. We're aware of a dispute about the Box or a relevant account held with us.
- h. We're required to refuse access by law, court order, or the direction of a regulator.

### 10. Access with a companion

- 10.1 In general, we won't allow others to accompany you when you access the viewing room and Box.
- 10.2 If you ask for a companion to be with you, we may refuse your request but we'll reasonably consider it if you have a disability that means you need assistance. If so, we may require your companion to produce identification. We may ask you to confirm their details in writing.
- 10.3 You are responsible for your companion's actions as if they were your own actions.
- 10.4 Your companion may not be in the viewing room or access the Box on their own.

### 11. Access to the Box without the keys

- 11.1 If for any reason we are required to drill into the Box lock, for example because the keys have been lost or both keys are not returned to us at the end of this agreement, we'll arrange for a suitable contractor to carry out the work (which will include replacing the lock and keys) and you'll be responsible for all associated costs. Wherever practicable, we will ask you or an authorised third party to be present.

### 12. When we may access the Box without your consent

- 12.1 We may take whatever action we consider appropriate to meet our obligations under general law, including regarding our ongoing monitoring of or suspicions about fraud, money laundering and other illegal activity. This may require us to report details to the appropriate authorities.
- 12.2 We may drill into the Box lock without your consent in the following circumstances:
  - a. We have to do so by court order or other legal, regulatory or statutory obligation.
  - b. We reasonably suspect that the items in the Box are prohibited.
  - c. You have not answered, to our reasonable satisfaction, any questions we may have reasonably asked about what is stored in the Box.
- 12.3 You may be responsible for paying our reasonable costs for replacing the Box lock and keys and other reasonable costs.
- 12.4 We're not responsible for any damage caused to your items if we drill into the Box lock except as a result of failure by us (or our agents, employees or contractors) to use reasonable skill and care.
- 12.5 We're not responsible for any delay in recovering any items that have been confiscated correctly or incorrectly by law-enforcement officials.

### 13. Access by others to the Box

- 13.1 If you want or need someone else to operate the Box, you or your attorney must show us a valid Power of Attorney that authorises them to operate the Box.
- 13.2 In certain circumstances, the law may require us to allow someone else to operate the Box – for example, if you are no longer able to manage your affairs, become bankrupt or die. They'll need to provide a valid legal document authorising them to access the Box.
- 13.3 We'll need to review the legal document before we permit access and we may charge our reasonable fee to do this. There may be a delay while we check any documents provided to us and – if we need to in the absence of keys – arrange for a specialist to drill into the Box lock.
- 13.4 We'll require proof of identity for any person claiming to be legally entitled to access your Box. We may refuse to give them access if we have concerns about who they are or the validity of any document provided.
- 13.5 We're not responsible for any delay in recovering any items that have been confiscated, correctly or incorrectly, by law-enforcement officials.
- 13.6 If we have to drill out the lock and replace it and the keys, then you or your estate may be responsible for our reasonable costs for this.
- 13.7 We're not responsible for an act (or failure to act) by someone else allowed to access the Box as long as we did not know or suspect they were acting dishonestly.

### 14. Transfer of the Box or changing the Box size

- 14.1 If you wish to move the items stored in the Box to a new provider or to another of our branches offering this service, you'll need to end this agreement and move the items yourself.
- 14.2 You may change the size of the Box if we have the size you'd like in the same branch as your current Box. This may lead to a size-related increase or reduction in the Box hire fee.
- 14.3 If you wish to change the Box size, you will need to empty the existing Box and return both keys to us.
- 14.4 We'll refund or debit any difference in Box hire fee for the number of days left until the next payment date. We'll backdate this to the date you changed the Box size.

### 15. Our knowledge

- 15.1 We will not know what is stored in a Box at any given time. You are responsible for ensuring that the Safe Deposit Box service is used in line with these conditions.
- 15.2 We keep records only of your intended purpose for using the Safe Deposit Box service. We don't keep an inventory of the specific items stored.
- 15.3 We may ask what is stored in the Box. If our staff reasonably think that the answer given is incorrect, misleading or suspicious, we may prevent you accessing the Box. We may also end this agreement under condition 18.

## 16. Looking after the access card, PIN and keys

- 16.1 You must take all reasonable care to keep safe and prevent misuse of your access card, keys and PIN. Replacement access cards or new PINs can be obtained only in the branch where your items are stored.
- 16.2 You must tell us as soon as possible if you think someone can access your Box without your authority.
- 16.3 We don't keep spare copies of the keys and cannot replace keys already issued.
- 16.4 You must not make copies of the keys.
- 16.5 We retain ownership of the Box, access card and keys. You must not make any changes or modifications to the Box. If the Box or keys are damaged during your hire of the Box, we may charge you for the damage.

## 17. Changes to this agreement

- 17.1 We can make changes to this agreement, for any of the following reasons:
  - a. A change in the law, codes of practice or regulatory requirements – for example, if our regulator makes changes we must apply.
  - b. To reflect any reasonable changes we make to our system or processes, including any changes we make to the way we administer the Safe Deposit Box service.
  - c. To reflect changes in the costs or expenses (including tax and charges by third parties) of providing the Safe Deposit Box service.
  - d. To rectify errors, omissions, inaccuracies or ambiguities that have resulted in the agreement operating to your disadvantage.
  - e. To do something that is to your advantage.
  - f. Anything else that affects us if it is fair to pass on its impact to you.
- 17.2 We may make changes for any other reason we cannot predict.
- 17.3 Changes will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.
- 17.4 We'll give you at least 30 days' notice in writing (for example, by letter, electronically, or in messages or inserts in your bank-account statements, as appropriate) before we make any change unless the change is to your advantage, in which case we may make the change immediately and notify you within 30 days. For increases in the Box hire fee, we'll give you the 30 days' notice when we write to you as part of the renewal process. You'll need to pay the new fee on the next renewal of the Safe Deposit Box agreement.
- 17.5 If you don't want to accept a change we will tell you about it in advance, you can end this agreement by telling us before the change comes into effect. If you don't end this agreement in this way, we'll assume you've accepted the change on the date it comes into effect.

## 18. Ending this agreement

- 18.1 We may end this agreement without notice, if any of the following applies:
    - a. We reasonably consider you may be using or allowing someone else to use the Box to store any prohibited items.
    - b. We reasonably consider you may be using the Safe Deposit Box service to carry out illegal activities.
    - c. We have reasonably asked for details of the items stored in the Box and you have refused to give us them or, in our reasonable opinion, the response is suspicious, evasive or misleading.
    - d. If we reasonably consider that by continuing this agreement we may breach a legal requirement, court order or other authority, or we may be exposed to action from any government or regulator.
    - e. You fail at any time to meet any checks required by law or regulation.
    - f. Any information you have given us or give us in the future (whether connected with this agreement or not) is inaccurate.
    - g. You have materially or persistently breached this agreement in any other way.
    - h. A 'force majeure event', as detailed at condition 4.5, occurs.
  - 18.2 We may also end this agreement without notice, if any of the following applies:
    - a. You behave improperly – for example, in a threatening or abusive way.
    - b. You are declared bankrupt or enter into an individual voluntary arrangement (IVA).
    - c. You are convicted of any crime in the UK or elsewhere.
  - 18.3 We may also end the agreement with at least 30 days' notice if:
    - a. you fail to pay the Box hire fee or any other fees, costs or expenses (for example, for replacing the lock and keys), for the Safe Deposit Box service;
    - b. we decide to end the Safe Deposit Box service in the branch where the Box is located or generally;
    - c. your account is no longer a Qualifying Account;
    - d. the only Qualifying Account you hold is closed or you are no longer a party to it;
    - e. you no longer meet the qualifying criteria for the Safe Deposit Box service.
  - 18.4 We may end the agreement for any reason by giving you at least 30 days' notice.
  - 18.5 You may end this agreement at any time in writing.
- ## 19. Actions you must take when the agreement ends
- Return the two keys and access card.
  - Remove all items from the Box.
  - Pay all fees or expenses incurred and still due as a result of using the Safe Deposit Box service.

## 20. Refund of the Box hire fee when this agreement ends

- 20.1 Once the agreement ends, we'll calculate a refund of any fees you have paid in advance.
- 20.2 The amount of refund will equal an amount for each day after the end of the agreement until the next anniversary due date.
- 20.3 We may deduct from the refund of fees any fees, costs or expenses we have charged or incurred during your use of the Safe Deposit Box service, and which are still due.

## 21. Returning your items, and our right of sale

- 21.1 If you don't arrange to collect your items within 30 days after this agreement ends, we'll arrange for a suitable contractor to drill into the Box lock to access the stored items.
- 21.2 We'll take reasonable steps to return your items to you. If we cannot, we may take steps to sell any items stored in the Box. If we incur costs in selling items (such as valuation or auction fees) or in transporting your items back to you (such as courier fees), we may charge you our reasonably incurred expenses.
- 21.3 If we take reasonable steps to sell the items but cannot do so, we may destroy them, donate them to charity or otherwise dispose of them.
- 21.4 If the sale of items results in a surplus after taking into account any reasonable costs we incur in drilling and replacing the Box lock and keys, and any other fees, costs or expenses we have charged or incurred, then we'll pay the surplus to you.
- 21.5 You must reimburse us for any successful claims made by third parties that they own items stored in the Box.
- 21.6 We won't be liable for any sale of items found in the Box after you fail to collect them within 30 days after the end of this agreement.

## Other information

**English language** – all the information we give you and all communications between you and us will be in English.

**Our right to enforce conditions** – we may choose not to enforce or rely on one or more of these conditions at any time, but we may start applying them again in the future.

**English law** – this agreement is governed by English law. Disputes regarding this agreement are subject to the exclusive jurisdiction of the English courts.

**How you can complain** – our promise is to do our best to resolve any problem you have immediately. Where we can't, we'll ensure you know who is dealing with your complaint. To complain:

- visit a branch and speak to any member of the team
- call us on **0800 072 9779** or **0113 366 0167**  
(textphone **0800 056 7294** or **0113 366 0141** if you have a hearing impairment)
- write to us at Head of Customer Services, Halifax,  
PO Box 761, Leeds, LS1 9JF; or
- visit [www.halifax.co.uk/contactus/how-to-complain](http://www.halifax.co.uk/contactus/how-to-complain)

If you're still not happy and we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service to look at your complaint – provided you have tried to resolve the matter directly with us first. We hope you won't need to contact the Financial Ombudsman Service but if you do, we'll tell you how to do this.

**How we can contact you** – we may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. You must tell us if your name or contact details change. If you don't tell us, we won't be responsible if we can't contact you or we send confidential information to an old address. We may charge reasonable costs for trying to find you if your contact details are out of date.

**How you can contact us** – you can contact us by visiting your branch or calling us. Details of our telephone (including textphone) numbers are available on our website or from our branches.

FSCS – the Financial Services and Compensation Scheme (FSCS) does **not** apply to the Safe Deposit Box service.

**Monitoring calls** – calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.



# Do you need extra help?

If you'd like this in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service (available 24 hours a day, 7 days a week) or via Textphone on **0345 732 3436** (lines are open 9am to 5.30pm, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at **[halifax.co.uk/accessibility/signvideo](https://halifax.co.uk/accessibility/signvideo)**

## Our promise

Our promise is to do our best to resolve any problem you have immediately. Where we can't, we'll ensure you know who is dealing with your complaint. To complain:

- Visit a branch and speak to any member of the team.
- Call us on **0800 072 9779** or **0113 366 0167**. (Textphone **0800 389 1286** or **0113 366 0141**, if you have a hearing impairment).
- Write to us at Halifax, PO Box 761, Leeds LS1 9JF.
- Or visit **[halifax.co.uk/contactus/how-to-complain](https://halifax.co.uk/contactus/how-to-complain)**

If you're still not happy and we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service to look at your complaint – provided you have tried to resolve the matter directly with us first. We hope you won't need to contact the Financial Ombudsman Service but if you do, we'll tell you how to do this.

Not all telephone banking services are available 24 hours a day, 7 days a week. Please speak to an adviser for more information.

Calls may be monitored or recorded.

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Information correct as of July 2018.

# It's easy to get in touch



Come in and see us



0345 726 3646



[halifax.co.uk/safedepositbox](https://halifax.co.uk/safedepositbox)

