

These Special Terms and Conditions are in addition to the General Terms and Conditions – Business Accounts and/or General Terms and Conditions – Personal Accounts. Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency. These Special Terms and Conditions form part of Your agreement for using the Danske Safe Custody Service.

We may vary these Special Terms and Conditions for any one of the reasons set out in Clause 27.7 of the General Terms and Conditions – Personal and Clause 26.7 of the General Terms and Conditions – Business.

### Eligibility

To use the Bank's Danske Safe Custody Service You must be a Personal or Business Customer of the Bank, aged 18 or over, be resident in Northern Ireland and hold a Qualifying Account. You must have held a Qualifying Account for at least 30 days.

### Meaning of words

The Definitions set out in the Bank's General Terms and Conditions – Business Accounts and/or General Terms and Conditions – Personal Accounts apply.

In addition the following definitions apply to these Special Terms and Conditions:

**“Authorised Person”** means one or more individuals over the age of 18 years authorised by You to access Your Safe Custody Item.

**“Box”** means a lockable tamper-proof box supplied by You or which You may purchase from Us (subject to availability) and which is used to store Your Safe Custody Item. For further information on the size of Boxes which may be permitted for storage and the connected storage fee please see the ‘Fees and service charges explained – Personal Accounts’ leaflet and ‘Fees and service charges explained – Business Accounts’ leaflet, which are available on Our Website.

**“Danske Safe Custody Service”** and **“Service”** means the service We provide to You so that You can store Your Safe Custody Item in accordance with these Special Terms and Conditions.

**“Existing Safe Custody Customer”** means a customer who has an item in safe custody with us as at 1 April 2021.

**“Nominated Current Account”** means Your Danske Bank current account from which the fee(s) payable to use the Danske Safe Custody Service will be debited.

**“Payment Date”** means the date on which payment of the annual storage fee and/or the access fee is due to be paid by You to Us.

**“Prohibited Items”** means any of the items listed in clause 2.3 of these Special Terms and Conditions.

**“Qualifying Account”** means an active Danske Bank Personal or Business current account which is Your main current account for Your day-to-day transactions and which has been open for more than 30 days. We may add or remove types of Qualifying Account for one or more of the reasons listed in Clause 27.7 of the General Terms and

Conditions – Personal and Clause 26.7 of the General Terms and Conditions – Business.

**“Safe Custody Agreement”** and **“Agreement”** means the Agreement between You and Us under which We agree to provide You with the Danske Safe Custody Service.

**“Safe Custody Item”** means the items that You store with Us as part of the Danske Safe Custody Service.

**“Wallet”** means the plastic envelope supplied by Us to You or Your own Wallet which is used to store Your Safe Custody Item. A Wallet provided by You must be no bigger than 406x305mm size. For further information on the cost to purchase the Wallet from Us and the connected annual storage fee please see the ‘Fees and service charges explained – Personal Accounts’ leaflet and ‘Fees and service charges explained – Business Accounts’ leaflet, which are available on Our Website.

## 1. Supply of Boxes and Wallets

- 1.1 If You are not an Existing Safe Custody Customer:
  - a) You may use the Wallet provided by Us to You or You may use Your own Wallet to avail of the Danske Safe Custody Service.
  - b) You may use the Box which You can purchase from Us or You may use Your own Box to avail of the Service. If You wish to provide Your own Box it must be lockable and tamper-proof. Suitcases are not acceptable.
- 1.2 If We, acting reasonably, consider that the Box/Wallet You intend to use is unsuitable for storage at a branch We may, at Our sole discretion, refuse to accept the Box/Wallet.
- 1.3 If, at any time while You are storing Your items with Us, the Box or Wallet is in such a state of disrepair that We believe it should be replaced, We may, at Our sole discretion ask You to replace it. We reserve the right to end this Agreement if You fail to do so within a reasonable time period in accordance with Clause 7.2 of these Special Terms and Conditions.
- 1.4 You are responsible for the safe-keeping of the key(s) used to access Your Box/Wallet, We will not store these for You and We will not be responsible for the loss of keys.
- 1.5 If, for any reason, We are required to drill into the Box, We will arrange for a suitable contractor to carry out the work and You will be responsible for all associated costs, including replacement of the Box if necessary.
- 1.6 You can let us know if You would like to change the Box or Wallet used to store

Your items if We have the size You'd like in the same branch as You store Your Safe Custody Item. Please be aware that this may lead to an increase or reduction in fees. You, or the Authorised Person, will be required to transfer the Safe Custody Item from the old box or wallet to the new Box or Wallet.

## 2. Contents of Safe Custody Items

- 2.1 You are responsible at all times for the contents of the Safe Custody Item stored with Us.
- 2.2 You must own the items stored and it is prohibited to store any Safe Custody Item on someone else's behalf, unless You are a Danske Bank Business customer and You are a regulated professional services firm.
- 2.3 You must not store any of the following Prohibited Items:
  - a) illegal items or any items related to illegal activity, including anything that constitutes proceeds of crime;
  - b) any form of weapon including but not limited to ammunition, guns, fire-arms or knives;
  - c) chemicals that are noxious, poisonous, inflammable, explosive, combustible or incendiary;
  - d) drugs, pollutants, gases, liquids or odorous, toxic or radioactive substances;
  - e) any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction or any perishable item;
  - f) cash of any currency that is in circulation;
  - g) items that have been or are being used to facilitate tax evasion;

- h) items that are in any other way unlawful or that has or may be used in any act of terrorism or which may cause harm to any person, premises or place (including but not limited to) any of our offices, employees, agents, contractors, customers and visitors;
  - i) items that require specific storage conditions; or
  - j) original Wills, or any document that may be required to administer Your estate on Your death.
- 2.4 We may amend or add additional items to this list of Prohibited Items for any of the reasons in Clause 27.7 of the General Terms and Conditions - Personal and Clause 26.7 of the General Terms and Conditions - Business.
  - 2.5 If You breach this section and store any Prohibited Items You agree to fully compensate Us and pay for all reasonable costs, charges, expenses, claims or damages that We incur as a result of Your breach.
  - 2.6 We will not know what You store with Us. You are responsible for ensuring that this Service is used in accordance with these Special Terms and Conditions. We will not keep an inventory of the items You store with Us.
  - 2.7 We reserve the right to ask You at any time what Safe Custody Items You are storing with Us. If our staff reasonably suspect that the answer given is incorrect, misleading or suspicious, We may prevent You accessing Your Safe Custody Items. We may also end this Agreement under Clause 7 (Termination) of these Terms and Conditions.

### 3. Protecting Your Safe Custody Items

- 3.1 The Danske Safe Custody Service is not suitable for storing items of substantial value.
- 3.2 We do not provide You with insurance cover for the Safe Custody Item You store with Us. You are responsible for insuring the Safe Custody Item against all risks for its full replacement value. You agree that You are using this Service to store these items at Your sole risk, except where these Terms and Conditions say otherwise. 3.3 We won't be liable for any loss or damage to Your Safe Custody Item unless:
- a) it is caused as a result of Us acting with gross negligence;
  - b) We have breached the Agreement with You; or
  - c) We have acted fraudulently.
- 3.4 Our liability for any loss or damage to Your Safe Custody Item is limited to direct loss or damage only and We will not be liable for the acts or omissions by You or an Authorised Person.
- 3.5 We will not be liable to You for any damage caused to Your Safe Custody Item that occurs as a result of circumstances that are outside of Our reasonable control. These include but are not limited to:
- a) strikes, lockouts or any industrial action;
  - b) acts of god (which includes floods, fires, storms);
  - c) electrical power cuts or failures;
  - d) malicious damage;
  - e) act of terrorism or cyber-terrorism;
  - f) robbery or armed raids;
  - g) compliance with any court order or legal or statutory obligation; or

- h) damage caused to Your items by another customer's items.

### 4. Fees payable for the Danske Safe Custody Service

- 4.1 An annual storage fee applies to this Service. Details of the annual storage fee are set out in the 'Fees and service charges explained - Personal Accounts' leaflet and 'Fees and service charges explained - Business Accounts' leaflet, which are available on Our Website. The annual storage fee will be pre-notified in November and will be debited on the last business day in December.
- 4.2 Personal Customers will not be charged a fee for accessing their Safe Custody Item. Business Customers may access the Safe Custody Item once per month without incurring a fee but will be charged for each access thereafter in any monthly period. Any fees incurred for accessing Your Safe Custody Item will be pre-notified at the end of the month and debited on the last business day the following month.
- 4.3 You agree that We will debit Your Nominated Current Account the fees for using this Service.
- 4.4 The annual storage fee is variable depending on the size of the Box/Wallet. We may change the fee(s) for this Service to reflect changes in the costs or expenses of providing the Service or for one of the reasons set out in Clause 27.7 of the General Terms and Conditions - Personal and Clause 26.7 of the General Terms and Conditions - Business.
- 4.5 We will always give You at least two months' notice before We change any

fees and if You do not agree to the change You will have the right to withdraw from the Service before the end of that notice period without having to pay any extra charges.

- 4.6 The fee(s) for this Service will be automatically taken from Your Nominated Current Account as indicated on Your Safe Custody Agreement.
- 4.7 You may change the Nominated Current Account by contacting Your account holding branch.
- 4.8 The annual storage fee is payable in arrears on the last Business Day of December.
- 4.9 When You start using the Service, the initial annual storage fee payable will be proportionate to the number of full calendar months You use the Service in that charging period.
- 4.10 If We do not receive payment of the fee(s) for this Service from You on the Payment Date We will contact You to request payment. If We do not receive payment from You within two months from the Payment Date We will provide You with notice to end this Agreement in accordance with Clause 7.2(a) of these Terms and Conditions.

### 5. Access to Your Safe Custody Items

- 5.1 The Danske Safe Custody Service is only available in certain branches. You may only access Your items during normal branch hours. Please check the normal opening hours for Your local branch for further information. We may need to transfer Your Safe Custody Item from one branch to another or to other Bank

- premises. For example, this may occur when We close or relocate a branch and We will give You notice of such transfer.
- 5.2 You will be asked to produce photographic identity documentation to access Your Safe Custody Item.
- 5.3 You must take reasonable care when accessing Your Safe Custody Item. It is Your responsibility to make sure that you lock the Box after accessing it.
- 5.4 Only You may access Your Safe Custody Item unless otherwise allowed by one of the exceptions set out in these Terms and Conditions which include:
- a) if You have a disability or for some other reason You cannot physically access the Safe Custody Item Yourself We may allow a companion to accompany You in order to assist You. We may ask Your companion for ID.
- b) if You have appointed an attorney We may allow Your attorney to access the items. You or Your attorney must provide Us with a copy of the valid Power of Attorney before We will permit access.
- c) if You have appointed an Authorised Person to access Your Safe Custody Item.
- 5.5 We will keep a record of every time You or the Authorised Person access Your Safe Custody Item.
- 5.6 We may permit access to Your Safe Custody Item without Your consent if:
- a) We are obligated by a court order or any other legal, regulatory or statutory obligation - for example, if You become bankrupt - to allow another individual to access Your Safe Custody Item. After giving such access, We may permit such individual to remove all or part of the Safe Custody Item, without prior notice to You;
- b) in the event of Your death We will permit Your personal representative or executor to access Your Safe Custody Item on production of a valid grant of probate or letters of administration or such other evidence as We shall determine suitable; or
- c) We consider the action is necessary in order to meet Our obligations under general law and regulation or in relation to Our obligations relating to the prevention of money laundering, fraud or illegal activity.
- 5.7 We will not permit access to a third party unless the relevant legal document authorising the individual to have access to Your Safe Custody Item and valid ID are provided.
- 5.8 We reserve the right to delay access to Your Safe Custody Item if We, acting reasonably, decide to carry out further checks. This could happen, for example, where We suspect fraud.
- 5.9 We will not be held responsible for recovering any Safe Custody Item that has been confiscated, correctly or incorrectly, by law-enforcement officials.
- 5.10 We are not responsible for an act (or failure to act) by a third party allowed to access Your Safe Custody Item, provided We did not know they were acting dishonestly.
- 5.11 We may, at our sole discretion refuse or restrict access to any person, including You, to Your Safe Custody Item if:
- a) We suspect unlawful or dishonest activity;
- b) access is restricted due to circumstances that are out of our reasonable control;
- c) We have reason to believe that an individual requesting access to Your Safe Custody Item is under the influence of alcohol or drugs or is behaving unreasonably;
- d) You have failed to pay a fee due under this Agreement or You have otherwise breached this Agreement;
- e) You or an Authorised Person are unable or unwilling to provide photographic identity documentation when requested by Us, or the photographic identification presented is not acceptable to Us;
- f) Your Safe Custody Item is jointly owned and We are on notice that there is a dispute between You and the other Agreement holder or Qualifying Account holder; or
- g) For any other valid reason - provided that Our refusal to allow access is a proportionate and reasonable response to the underlying reason.
- 5.12 If a Safe Custody Item is removed on a temporary basis by You or an Authorised Person the annual storage fee will continue to apply until you have terminated this Agreement.

**6. Authorised Person**

- 6.1 Business Banking customers (e.g. partnerships, incorporated businesses and clubs) must appoint at least one Authorised Person and Personal Banking customers may appoint one or more Authorised Person to access their Safe Custody Items. We reserve the right to refuse to accept any person as Your Authorised Person.
- 6.2 You are responsible for ensuring that Your Authorised Person(s) is/are aware of these Terms and Conditions for using the Danske Safe Custody Service and uses the Service in accordance with these Special Terms and Conditions. Your Authorised Person will have the same rights that You do to access the Safe Custody Item and to remove the Safe Custody Item.
- 6.3 You can add an Authorised Person at any time by providing Your written instructions. Please be aware there may be a delay to Your use of the Danske Safe Custody Service during the changeover.
- 6.4 You must arrange for the keys to Your Box to be given to the Authorised Person and We will not store keys for You or arrange for keys to be given to an Authorised Person.
- 6.5 If You tell us that an Authorised Person is no longer authorised to act for You, We will not allow them to have access to Your Safe Custody Item.

**7. Termination**

- 7.1 We may end this Agreement without serving notice on You if:
  - a) We reasonably believe that You are storing the Safe Custody Item on behalf of another individual, unless You are a Danske Bank Business customer and You are a regulated professional services firm;
  - b) We have reason to believe You are storing a Prohibited Item;
  - c) You fail to provide Us with details on the contents of Your Safe Custody Item if We ask You for information on this, or if We believe that Your response is suspicious;
  - d) We reasonably consider that We will be in breach of any law, regulation, court order, or We may be exposed to action from any government, regulator or other authority;
  - e) You have materially or persistently breached this Agreement;
  - f) Any information You have provided to Us is materially inaccurate; or
  - g) You fail to meet the requirements of any checks required by law, regulation or other authority.
- 7.2 We may end this Agreement by providing You with at least two months' notice if:
  - a) You fail to pay the fees and charges for the Danske Safe Custody Service offered under this Agreement;
  - b) We decide to discontinue the Danske Safe Custody Service offered under this Agreement (for example, We decide to end the Service in the branch where Your Safe Custody item is located or generally);
  - c) You have closed Your Qualifying Account or no longer meet the eligibility

- conditions to avail of the Danske Safe Custody Service.
- d) If the Bank has the right or obligation to stop or suspend Your use of the Qualifying Account or to close it immediately under the Bank's General Terms and Conditions for the Qualifying Account; or
- e) Any other reason set out in these Special Terms and Conditions or in the General Terms and Conditions for Business Accounts or the General Terms and Conditions for Personal Accounts.
- 7.3 You may end this Agreement at any time by providing Us with notice in writing and removing the Safe Custody Item.
- 7.4 On termination of this Agreement You are required to remove Your Safe Custody Item within 30 days. Any Safe Custody Item which is not removed will be treated as unclaimed property (see clause 8).
- 7.5 As the annual storage fee is payable in arrears We will calculate the amount of the outstanding annual storage fee to be paid by You on termination of the Agreement. The amount will be equal to an amount for each full calendar month You used the Service during the relevant charging period. If You end Your Agreement with us during a month You will not be charged for the month the Agreement ended.
  - a) If you end Your Agreement with Us but continue to hold Your Nominated Current Account with Us, We will pre-notify You of this fee at the end of the same month You terminate Your Agreement and the fee will be debited from Your Nominated Current Account on the last business day of the following month.

b) If you close your Nominated Current Account at the same time you terminate Your Agreement with Us, We will pre-notify You of this fee at the same time. This fee must be paid by You before the Safe Custody Item can be removed.

7.6 Any unpaid fees or charges must also be repaid to the Bank and We reserve the right to deduct any outstanding fees incurred during Your use of the Service from Your Nominated Current Account.

## **8. Unclaimed Property**

8.1 We will consider any property which is held in safe custody to be unclaimed if the Agreement is terminated (see clause 7 Termination) and either of the following applies:

- a) We cannot contact You using the contact details You have provided; or
- b) You don't respond to a request from Us to remove the Safe Custody Item.

8.2 We may move the unclaimed Safe Custody Item from where it is held to another storage location.

8.3 We may dispose of any unclaimed Safe Custody Item as We consider appropriate in the circumstances. This may include disposal by way of:

- a) Sale;
- b) Destruction; or
- c) Transfer to another person.

8.4 If We sell unclaimed property, proceeds of the sale will be used firstly to reimburse our costs for storing and disposing of the Safe Custody Item (including any fees incurred such as

valuation or auction fees). Surplus funds will be returned to You, if possible, or may be paid over to charity if, after taking reasonable steps, We are unable to make contact with You.

8.5 We won't be liable for the sale of any unclaimed Safe Custody Item.

## **9. Rights of Third Parties**

The parties do not intend that any term of these Terms and Conditions shall benefit or be enforceable by a third party by operation of The Contract (Rights of Third Parties) Act 1999.

## **10. Assignment**

10.1 You may not assign any of Your rights under this Agreement.

10.2 We may assign our rights under this Agreement where reasonably necessary for Our business purposes.

These Special Terms and Conditions supersede any previously issued Terms and Conditions for this Service.

Copies of the General Terms and Conditions - Business Accounts and copies of the General Terms and Conditions - Personal Accounts and any Special Terms and Conditions which apply to an Account or Service may be accessed and viewed via Our Website and can be printed out by clicking on the PRINT button on the appropriate page on Our Website; or obtained by asking for a copy at Your Branch or by phoning Your Branch.

**This publication is also available in Braille, in large print, on tape and on disc. Speak to a member of staff for details**