



# SENTINEL VAULTS LIMITED TERMS & CONDITIONS ('TERMS')

## 1. DEFINITIONS – In these Terms the following definitions apply:

- 1.1 "Safe Deposit Box" means the safe-deposit box or safety-deposit box ('Box' or 'SDB') hired by a Customer at a Branch pursuant to the Contract as more particularly defined in the contract:
  - 1.1.1 "Document Wallet" means the Document Safe Keeping ('DSK') service used by the Customer at Sentinel Vaults pursuant to the contract.
  - 1.1.2 "Safe Keeping" means the Safekeeping service used by the Customer at Sentinel Vaults pursuant to the contract.
- 1.2 "Branch" means the Sentinel Vaults branch office where a Customer has a SDB or DSK as more particularly defined in the Contract.
- 1.3 "Contract" means the legally binding document(s) that governs the relationship between Sentinel Vaults and the Customers(s) for the supply of the services by Sentinel Vaults to the Customers(s) (also referred to as 'SV02 New Contract'); the Contract incorporates these Terms as amended from time to time, and are subject to the provisions of these Terms:
- 1.4 "Customer(s)" means any person(s), natural, body corporate or analogous entity, as more particularly identified as 'the Customer(s)' or 'Customer' or "the First Named Customer," as the case may be in the Contract to whom the Services are supplied by Sentinel Vaultsthe branch.
- 1.5 "Key Deposit" means the sum of money paid the upon commencement of the Contract, refundable under the provisions of these Terms, and as more particularly defined in Contract: .
- 1.6 "Fee" means the fee charged by Sentinel Vaults for the Services supplied by Sentinel Vaults to the Customer as more particularly defined in the Contract:

- 1.7 “The Initial Period” means the initial term of the Contract, commencing on the Start Date, and as more particularly defined in the contract;
- 1.8 “Insolvent” means in the case of a natural person the presentation of a bankruptcy petition or the issuing of an application under the Personal Insolvency Act 2012 or in the case of a corporate body the appointment of, or the application for (or other step taken in relation to) the appointment of, a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into of a scheme of arrangement or composition for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, the proposal or passing of a resolution to wind it up (other than a voluntary winding-up as part of a reorganisation) or the company becoming unable or being deemed to be unable to pay its debts as and when they fall due within the meaning of section 214 of the Companies Act 1963;
- 1.9 “Insurance Amount” means the sum stated on the insurance policy.
- 1.10 “Nominee” means person authorised by the Customer in accordance with the procedure set out in paragraph 16 to have access to the Box.
- 1.11 A Nominee is also known as ‘Applicant 3’ or ‘Applicant 4’.
- 1.12 “Notice” means written communication by either Sentinel Vaults or the Customer(s), in the prescribed form, and as more particularly set out in the Terms.
- 1.13 “Price List:” means the list of Fees payable In respect the services (as amended from time to time)
- 1.14 “Schedule of Additional Charges:” means the list of additional charges (as amended from time to time) payable by the Customer to Sentinel Vaults in relation to the Contract and these Terms, and annexed hereto.
- 1.15 “Services:” means the supply of safe deposit services or document safe keeping services provided by Sentinel Vaults to the Customer(s) pursuant to the Contract including any additional services provided by Sentinel Vaults as specified in the Schedule of Additional Charges.
- 1.16 “Start Date” means the date on which the Contract is signed by the Customer(s), or if different, the ‘Start Date’ as stated in the Contract.
- 1.17 “Termination Date” means the date on which the Contract terminates pursuant to paragraph 12.4 or 13.

## 2. INTERPRETATION

2.1 All references to ‘you’ or ‘your’ in the Contract and/or these Terms include(unless the context otherwise requires) all Customers and shall be legally binding on all such persons:

2.2 All references in the Contract and/or these Terms to: Box, Deposit, Fee, Initial Period, Insured Amount, Services and Start Date are subject to further definition within the relevant Contract:

2.3 Subject as otherwise provide by the Contract, all references in the Contract and/or these Terms(unless otherwise stated) are subject to the following provisions:

2.3.1 a person or persons shall include any natural person, company, firm, partnership, trust, public body or other organisation;

2.3.2 a reference to a party includes its personal representatives successors or permitted assigns; references to 'paragraphs' or to 'paras are to paragraphs of these Terms;

2.3.3 reference to statute or statutory provision is a reference to such statute or provision as amended or re-enacted. Reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

2.3.4 all references made in the singular shall include the plural and vice versa where the context so permits;

2.3.5 any phrase introduced by these Terms including any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

2.3.6 all headings used in these terms are for ease of reference only and shall not affect the interpretation of these Terms or the Contract.

### 3. APPLICATION OF THESE TERMS

3.1 These terms shall apply to the Contract and will govern the entire relationship between Sentinel Vaults and you for the duration of the contract.

3.2 IMPORTANT NOTICE: You should read these Terms carefully. Your Signature of the Contract will be treated as your acceptance of all Terms and will serve as evidence that you have read and understood them.

3.3 You should note in particular the contents of paragraph 7 (concerning suspension of the Services), paragraph 14 (concerning consequences of termination which contains a right to break open Boxes and dispose of contents in certain circumstances), 15 'our liability to you' (which contains certain limitations and exclusions), 9.4 (which contains any 'indemnity' which we require from you), 22 (which sets out certain rights which we may exercise over all contents of the Box), 8 (concerning your liability for keys, cards and codes), and 27.1 (regarding the joint and several liability of Customers).

3.4 If you are entering into the Contract as a Consumer these Terms do not affect your statutory rights.

### 4. CHANGE TO OUR TERMS

4.1 These Terms will only be changed and/or amended in accordance with the provisions of these terms

### 5. FEES, DEPOSIT, CHARGES & PAYMENT

5.1 Fees: You are liable to us for the Fee, which must be paid for the initial period on or before the Start Date and, in the event of any extension of the Contract period, in advance or renewal on demand. Sentinel Vaults customarily reviews its prices once a year. In the event of any price increase, these will be posted on our website.

5.2 Key Deposit:

5.2.1 The Key Deposit must also be paid by the Customer to Sentinel Vaults on the Start Date. Subject to the provisions of these Terms, including but not limited to the payment of all Fees, removal of all contents and return of all keys, the Key Deposit is refundable on termination of the Contract, provided you return intact to us all keys for the safety deposit box and all monies owing to us under the Contract (and these Terms) and all such monies have been paid by in full. In the event, you do not pay the Key Deposit at the Start Date and you refuse to pay this, we reserve the right to suspend access to the vault and the box, in accordance with paragraph 7.

5.2.2 As at the Start Date, the Deposit is not subject to VAT. However, we reserve the right to apply VAT if and when VAT becomes applicable.

### 5.3 Other Charges

5.3.1 All other charges that may be payable by you any time, whether in relation to additional services or any other charges which you may from time to time incur, are set out in our Price List and Schedule of Additional Charges from time to time and annexed hereto.

5.3.2 Any additional Charges are payable by you (in the case of any additional services you require) in advance and (in the case of all other charges) on demand.

5.4 Price List and Schedule of Additional Charges: Prices for rental of our Boxes and DSK are as stated on our website. Our Price list and Schedule of Additional Charges are amended periodically. A copy of our latest Price List and Schedule of Additional Charges are available on our website.

5.5 Method of Payment: All payments may be made by cash, cheque, bank draft, postal order, credit or debit card, we will not treat any amount due and owing to us at any time as paid until we are in receipt of cleared funds for the total amount owed.

5.6 Currency and VAT: The Fee and all our prices and Charges are quoted in EURO ('€') and are, unless otherwise stated, inclusive of Value Added Tax ('VAT') at the prevailing rate and where applicable.

## 6. LATE PAYMENT OR NON PAYMENT AT RENEWAL DATE

6.1 When the contract expires, unless we are notified in writing by the date of expiry, then the contract will be renewed for 12 months. The customer will need to pay a 12 months renewal fee plus the late payment fees, before access to the vault.

6.2 All Fees and/or monies due under the Contract are to be paid within the time period stated in the Contract, these Terms, the Price List, and/or Schedule of Additional Charges, as the case may be ('Due Date'). Partial payments made towards your outstanding balance will be applied in the following order:

- Monthly Late Payment fees
- Any amounts payable in respect of fees due for other services rendered/performed in accordance with the Schedule of Additional Charges
- Any amounts payable in respect of the Fee

6.3 LATE PAYMENT FEES: If you fail to pay renewal fees by the Due Date, or you fail to close the box and return both keys, then the contract will be renewed automatically for 12 months and Late Fees will be subject to a monthly charge. Monthly charges are published in the Schedule of Additional Charges

## 7. SUSPENSION OF THE SERVICES

7.1 In the event of non-payment by the Due Date for payment of the Fee or any of our charges applicable from time to time, we reserve the right to immediately suspend the Services without further notice.

7.2 Pursuant to paragraph 7.1 above:

7.2.1 We will not allow you access to the Vault or the Box; and

7.2.2 All our liability to you in respect of any of the contents of the Box shall cease, until such time as all outstanding amounts have been paid to us in full together with the late payment fees.

7.3 We may refuse to provide additional services;

7.4 We will not deal with correspondence, instructions, queries and requests referred to in paragraph 19.

## 8. SAFE DEPOSIT BOX AND KEYS

8.1 There are a total of two keys made for each safe deposit box. Both of these keys are available for your use. We will give these keys to the first Named Customer at the time of opening the box.

8.2 You are responsible for the safe-keeping of both these keys at all times.

8.3 We do not retain a key or any copy.

8.4 We cannot access the safe deposit box once the keys have been released to you without breaking open the Box.

8.5 You are not entitled to make or have made nor are you entitled to allow any other person to make or have made a copy of the keys or any of them.

8.6 All keys remain the property of Sentinel Vaults at all times.

8.7 You must notify us in writing immediately in the event that any of the keys are mislaid or lost. We will in such circumstances replace the lock to the safe deposit box and provide you with two keys to the replacement lock subject to the prior payment by you to us of the relevant costs as set out in the Schedule of Additional Charges.

8.8 You acknowledge that your rights with regard to the Box are those of a licensee and nothing in these Terms grants you any right of ownership of the Box or any premises in which it is stored or otherwise kept.

8.9 You further acknowledge that we are not aware of the contents of the Box/DSK and have no knowledge as to the purpose of the storage or the use to which the contents of the Box may be put at any time. We will not be liable for any deterioration of the contents of the Box or DSK.

## 9. CONTENTS OF SAFE DEPOSIT BOX

9.1 It is a matter for you, the Sentinel Vaults customer to insure the items you intend to store in the Box throughout the term against all damage and loss to the full replacement value and we will not be liable to you in respect of the same, save as specifically provided for in these Terms.

9.2 The Box is designed to store papers, valuables and other items of a similar nature. By entering a Contract you agree that you will not bring into any of our offices or Branches nor replace in a Box and will ensure that no Box contains anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libelous, noxious, poisonous, corrosive, inflammable, explosive, radioactive or unstable. Nor any living organism or any other substance or material which may be the subject of any ban, embargo, import restriction, crime, including, but not limited to proceeds of prostitution or drug trafficking, nor anything which is otherwise unlawful or which has or may be used in any act of terrorism or which will or may cause any harm whatsoever to any person, premises, or place including (without limitation to the Box or to any of our offices Branches, employees, agents, contractors, customers or visitors. For the avoidance of doubt, the following cannot be stored in the safe deposit box; anything dangerous/hazardous, flammable liquids, any kind of liquids, items with low ignition points, narcotics, oils, weapons or ammunition, explosives, living plants, living creatures, drugs, child pornography.

9.3 We are under a legal obligation to report to the Gardai, Revenue Commissioners, Department of Justice and other relevant authorities any suspicions of, without exclusion or limitation, Money Laundering, Proceeds of Crime (including tax evasion) and / or Terrorist Financing without further notice.

9.4 You agree to fully indemnify Sentinel Vaults (which means you must fully compensate us for) and pay us all costs, Charges, expenses, claims or damages that we incur or which are made against us in the event of any breach by you of paragraph 9.2 in respect of all and any harm, damage or loss whatsoever or howsoever incurred that we or any of our employees, Agents, contractors, customers or visitors to our premises suffer.

9.5 The Document Safe Keeping service is designed to store only documents. Your documents will be placed in a tamper-evident document wallet by a member of staff. Before any items are placed inside the document wallet, Sentinel Vaults staff must ensure that only documents are stored.

9.6 You can only store paper documents such as Wills, Contracts, Letters, photographs, and other forms of paper documents. For the avoidance of doubt, the following cannot be stored in the document wallet: cash, currency, jewelry, folders, books, notebooks, and non-paper material. Sentinel Vaults staff must verify that only documents are placed in the document wallet.

9.7 If Customers store non-documents in the Document Safe Keeping service then the fee of an extra-large safe deposit box will be levied without further notice.

9.8 Document Safe Keeping service is not the same as the Safe Deposit Box ('SDB') Service. With DSK, customers will not be given two keys and unlike SDB, Sentinel Vault's staff will need to inspect the contents of

the document wallet. If any Customer refuses to allow staff to confirm that only documents are being stored then Sentinel Vaults will suspend the service under the terms in paragraph 7. No refunds will be given due to breach of contract.

9.9 There is a charge to leave special instructions or to add/remove Applicant 3 and Applicant 4 to the DSK service.

## 10. ACCESS

10.1 We will inform you of the procedures which you must follow to access the Box or DSK at the time you open your service with us. Your access to the Box or DSK is subject to the Contract and these Terms.

10.2 Access to the Box or DSK will be available during our Standard Opening Hours and will be available only to the Customers or Nominees on the production of the key and such identification as we may reasonably request. No access will be permitted to the Box or DSK if sums are outstanding to us at such time. You will comply with our reasonable instructions when on our premises and will not do anything that may affect the rights of our other customers or cause damage or loss to such premises or the property of any third party. If you failed to contact us at the Renewal Date of the contract then the box will be automatically renewed for 12 months. You will not be given access until both the renewal fee and the late payment fees are paid.

10.3 INDIVIDUAL OWNER – Also known as Applicant 1. A contract with one applicant will have full control over who has access to that box.

10.4 JOINT OWNERS – The First Named on the Contract is known as Applicant 1. The Second Named on the Contract is Applicant 2. Where the contract is in joint names then neither applicant can prohibit or restrict either party's access to the Box/DSK, whether given orally, in writing, or otherwise. In other words, Applicant 1 cannot stop Applicant 2 from accessing the Box and equally, Applicant 2 cannot stop Applicant 1 from accessing the Box.

10.5 NOMINEE – only have permission to access the Box. They cannot add, or remove any persons. Nominees cannot prohibit or restrict anyone to access the Box. Nominees are also known as Applicant 3 or Applicant 4.

10.6 We will not accept any instructions given at any time by any Customer to remove, lock out or freeze another Customer from any joint safe deposit box or joint document safe keeping.

## 11. LAWFUL SUSPENSIONS OF SERVICE & COOPERATION WITH LAWFUL AUTHORITIES

11.1 Pursuant to any lawful instructions, notices or orders which we may receive from time to time from any local, national or supra-national authority (including any court of law) having jurisdiction in the Republic of Ireland ('Lawful Authorities'): We reserve the right (acting in our sole discretion) to refuse any person (including existing customers) access to any of our offices or Branches and / or safe deposit boxes and to all/any

of their (or its) contents at any time pursuant ('Lawful Suspension of Service'). We also reserve the right (acting in our sole discretion) to allow access at any time to any of our offices or Branches and/or safe deposit or breaking open the Box) and to all / any other information, notes, correspondence and records which may from time to time we hold whatever form of media and to show, deliver up, release or provide copies of the same in each case to such Lawful Authorities as we may be directed to grant access pursuant to any such instructions, notices or orders. We are not required to notify you in such circumstances.

11.2 In the event that we receive any instruction, notice or order pursuant to paragraph 11.1 above, we reserve the right, without prejudice to any other rights we may have under the Contract or these Terms, to refuse to renew any Contract.

11.3 For the avoidance of doubt, we do not accept the authority of any judgment, order notice or instruction of any authority not having jurisdiction in the Republic of Ireland.

## 12. COMMENCEMENT, DURATION, AND RENEWAL

12.1 The Contract will commence on the Start Date and will continue in force the Initial Period unless it is extended by agreement between us in writing or terminated in accordance with the provisions of paragraph 13.

12.2 In the event we do not hear from you, your safety deposit box will be automatically renewed for 12 months and late fees will apply in accordance with 6.3

12.3 We reserve the right in our sole discretion, not to renew a Contract upon termination however occasioned.

12.4 The Initial Fee and the Key Deposit is payable on the Start Date.

12.5 Prior to the end of the Initial Period or any period of extension, you must give us written notice of your intention to terminate the Contract within 14 days of expiry date. In the event that you fail to contact us prior to the expiry date then the Contract will renew for 12 months. This means that renewal fees will be due and all late fees will apply. It is a matter for you to ensure that you have provided us with the correct contact details (address and email address) and notified us of any change of address.

## 13. TERMINATION

13.1 Expiry: The Contract will renew automatically after the Initial Period or, in the event of an extension of the Contract, at the end of the period of extension, will renew automatically for 12 months.

13.2 Early Termination: If instructed by you, following our receipt from you of notice in writing together with all keys and access cards relating to the Box and your collection of all items remaining in the Box, we will terminate the Contract earlier. Subject to any deductions which we may make provided for in our Terms, we will refund to you the Key Deposit, but we will at no time be liable to you for any refund in whole or in part of the Fee.



13.3 We may terminate the Contract: (a) Immediately on notice in writing to you in the event that we become aware of or reasonably suspect any breach of the terms of paragraph 9.2; (b) Immediately without further notice in the event of a material breach by you of any of our Terms which has not been remedied by you within 30 (thirty days) of our notice to you specifying the nature of the breach and the remedy required.

## 14. CONSEQUENCES OF TERMINATION

14.1 At the end of the Term:

- a) All outstanding renewal fees, late fees and all other charges due to us shall immediately be paid by you;
- b) you shall immediately remove all contents from the Box;
- c) Save for the purposes of paragraph 14.1(b), all your rights of access to the Box shall immediately cease;
- d) You shall immediately return to us by hand or by recorded delivery all keys relating to the Box in your possession or control; and
- e) Sentinel Vaults shall be immediately released from all further obligations to you.

14.2 In the event that, contrary to the above requirements, we do not receive all keys and/or you do not remove all remaining contents of the Box, you shall be liable for and shall pay to us on demand all relevant charges set out in our Schedule of Additional Charges, together with interest on them (accruing in accordance with the provisions of paragraph 6), if any, and all other costs and expenses which may reasonably incur. You will continue to be liable for and must pay to us all Fees until such time as we are in receipt of all keys and you have vacated the Box. If the above requirements have not been met by you, we shall be entitled to take all the steps detailed below in paragraph 14.3 which are referred to as applying following termination.

14.3 Following termination of the contract pursuant to paragraph 12.4 or 13, and in the event that you have not removed all contents of the Box and cleared the full outstanding balance of monies due to us within 90 days of the Termination Date, the following terms shall apply:

- a) We shall be entitled to break open the Box.
- b) In the event that we break open the Box, we shall do so in the presence of a Sentinel Vaults Branch Manager ('Witnesses').
- c) An inventory of all items found in the Box shall be made and shall be signed by the witnesses and such inventory shall be conclusive as to the nature, description, and amount of any items found in the Box.
- d) We shall be entitled to dispose of the contents of the Box opened pursuant to this paragraph 14.3 in such manner as we shall, acting in our sole discretion, think fit including, without limitation, by way of sale, auction or destruction and without further notice to you.

e) We shall be entitled to recover from the proceeds of such disposal or directly from you (including by way of deduction from the Deposit) all Fees, Costs, Charges and interest which are outstanding to us and all further costs, charges and expenses which we may reasonably incur in relation to breaking open the Box pursuant to this paragraph (or otherwise as the case may be).

f) We will apply the proceeds from any disposal in the order set out at paragraph 6.3. If sums raised by any disposal do not cover the sums due to us we reserve the right to recover such sums from you.

g) Any items that are not disposed of or destroyed will be held by us (at our sole discretion) in a manner that we deem appropriate.

h) After deduction from any proceeds of any disposal of sums due to us under the Contract, any remaining sums will be deposited into a Euro-denominated account managed by us and returned to the Customer on demand. Any excess cash recovered by us that is not in Euros will be converted into Euros at the prevailing retail exchange rate. The Customer will not be entitled to claim any interest or other payment in relation to any sums held by Sentinel Vaults under this paragraph.

14.4 If you are a company and become Insolvent we shall allow access to the Liquidator or Receiver to open the Box provided that such person (i) produces to us a valid copy of their appointment, (ii) produces to us evidence of their identity, and (iii) enters into an indemnity in our favour in a form satisfactory to us. For the avoidance of doubt, paragraphs 14.3 and 22 will apply.

Where Sentinel Vaults has been directly notified of the appointment of a Liquidator or Receiver a copy of any notices served under these Terms will be sent to such Liquidator or Receiver.

14.5 Neither the expiry of the Term nor the termination of the Contract for any reason will affect any rights or liabilities which have accrued prior to expiry or termination nor affect any of our Terms which are intended (whether expressly as shall be necessary or by implication) to survive expiry or termination nor such part of our Terms as shall be necessary to survive in order to properly interpret and/or give effect to such provisions.

14.6 For the purposes of this paragraph all references to "Term" shall be to the period beginning with the Start Date and ending with the date of expiry or termination of the Contract (as appropriate) for whatever reason.

## 15. OUR LIABILITY TO YOU

### 15.1 Safe deposit box/Document safe keeping

Subject to the provisions of paragraph 15.2 below, our entire liability for loss or damage to the contents of safe deposit box and document safe keeping (individually and collectively and as deposited by you from time to time) is limited to the amount set out in the Contract. For the avoidance of doubt, we the company limit our liability to you the customer the amount of the annual security box/document safe keeping annual renewal fee at the time and year of loss.

## 15.2 Limitation on liability

(a) We do not accept responsibility for the acts or omissions of any third parties acting outside of our authority or control, nor to the extent that any loss or damage would be covered by any insurance cover which you or the injured party may have or which may otherwise be applicable, nor to the extent that any loss or damage occurs as a result of your own negligent acts or omissions or as a result of a breach by you of any of our Terms or for any instructions issued by us from time to time, nor to the extent that such loss or damage occurs due to ordinary wear and tear or natural deterioration or atmospheric or climatic conditions, nor any time for any cash deposited with or sent to us.

(b) no event are we liable to you or to any other person for any property and non-property related damage (namely that referred to in law as 'indirect' or 'consequential' loss), including (without limitation) any loss of data, profits, goodwill, business opportunities or contract, or any other economic loss whatsoever (whether direct or indirect) arising out of or in connection with the Contract.

(c) None of the provisions of this paragraph 15.2 nor of any other provision of our Terms shall have the effect of excluding or limiting our liability in respect of personal injury or death which results from our own acts or omissions or from the negligent acts or omissions of our employee or agents or agents whilst acting within our authority or instructions or for any other liability that cannot be lawfully limited or excluded under Irish Law

(d) We are unable to insure against all potential liabilities that may arise through our customer's use of our service. We therefore strongly advise you to insure contents against any losses you may suffer for which we do not accept liability under this paragraph.

## 15.3 Circumstances beyond our control

We are not liable to you in the event that we are unable to perform any of our obligations to you or delayed due to any circumstances outside of our reasonable control, including (with our limitation) any strikes, lock-outs, or other industrial action, labor disputes, an act of God, war, riot, civil commotion, malicious damage, covid, any viral infections, any bacterial infections, compliance with any law or governmental or court order, rule, regulation, instruction or direction, statutory obligation (including obligations as to health and safety), failure of public or private transport or any action of any government or regulatory body, accident, break-down of plant and machinery, fire, flood or storm, other adverse weather conditions(including heavy rainfall, hail, snow, fog or frost) any cut of failure of power equipment, systems or software, any siege, acts of terrorism , police or security alerts or any resulting precautionary measures taken.

## 16. NOMINEE

16.1 We may (in our sole discretion) allow access to the Box to any person nominated by you in a letter, signed by you and witnessed by the branch manager. We are not liable to you in the event of any loss or damage which you may thereby incur but you will be liable to us in the event that we incur any loss or damage. There is a fee to add or remove a Nominee to your box or your DSK. See our Schedule of Additional Charges.

16.2 Where a Customer may have executed a general power of attorney authorising a nominated person to deal with his or her assets, paragraph 16.1 will apply and Sentinel Vaults will require a letter signed by you and witnessed by the branch manager.

16.3 Customers can leave Special Instructions attached to your box/DSK. There is a fee for Sentinel Vaults to store your Special Instructions. Please refer to the Schedule of Additional Charges.

## 17. DEATH OR MENTAL INCAPACITY OF CUSTOMER

17.1 In the event of Your death or mental incapacity, we are under no obligation to allow access to the Box or Document Safe Keeping, to any person claiming to be your personal representative or appointed attorney, unless such person shall (i) produce to us on demand a valid grant of probate or letters of administration appointing such person as the executor or administrator of Your estate, (ii) produce to us on demand evidence of their identity, and (iii) enter into an indemnity in our favour in a form satisfactory to us. We will need certified copies of Enduring Power of Attorney documents and the Certificate of Registration issued by the Office of Wards of Court.

17.2 We may in our absolute discretion, upon production of such evidence as we shall determine suitable and upon receipt of an indemnity in such form as we shall reasonably require, allow access to the Box to such person or persons requiring such access solely for the purposes of inspection with a view to producing a probate valuation. Viewing will only take place in the presence of the Sentinel Vaults branch manager.

17.3 We shall be entitled to charge our costs and expenses (including but not limited to any legal admin fees we incur) in order to satisfy ourselves that the persons requesting access to Your Box/Document Safekeeping have the requisite authority to do so. These charges and expenses are set out in the Schedule of Additional Charges and must be paid prior to access to the Box/Document Safekeeping being granted.

17.4 In the event of the death or incapacity of a joint customer, the surviving or other customer can continue to have access to the Box in accordance with the Terms and continue to be liable for the Fees. Nothing in this paragraph 17 shall affect the entitlement of any other person authorised pursuant to the Contract to access the Box/Document Safekeeping

## 18. YOUR DETAILS

18.1 It is your responsibility to ensure that the details which you provide to us are correct and to notify us of any changes. We will not accept any changes unless they are given to us in writing.

## 19. DEALING WITH CORRESPONDENCE, INSTRUCTIONS, QUERIES AND REQUESTS

19.1 Where we receive any correspondence, instruction, query or request from any Customer we will correspond and deal directly with that person. We are under no obligation to notify any Customer of any

correspondence, instruction, query or request received at any time from any other Customer. You must clearly set out in all correspondence your name, address, and the box number.

19.2 Additional charges will apply in relation to dealing with queries and requests as set out in the Schedule of Additional Charges. Our records relate to access only. We have no record of the contents placed, held or removed from the Box

## 20. AUTHORITY

20.1 We will treat all notices, correspondence, instruction, query or request (including for access to the Box) which we receive from you at any time as having been sent, given to or made of us with the complete and unconditional authority of all Customers.

## 21. DOCUMENTATION, INFORMATION AND PRICE-LISTS

21.1 We make every effort to ensure the accuracy of the information contained in all our documents, notices, price lists and other information published by us from time to time, including on our website. However, content may be subject to change from time to time. In the event of any change we will update our website. This paragraph does not apply to changes to our Terms which are dealt with by paragraph 27.4

## 22. OUR RIGHT OVER CONTENTS

22.1 In the event of any failure at any time by you to observe any breach by you of any of your obligations to us (including without limitation in respect of any payments, costs, charges or expenses and any interest accruing thereon) we shall have a right (called in law “a lien”) (which shall supersede all others) which we may exercise over all of the contents of the Box and which (in the extent of its exercise) shall not be released by us unless or until you have remedied all such failures and / or breaches to our reasonable satisfaction and we have recovered all loss or damage to us directly attributable to such failures and / or breaches. We shall have the right to break open and dispose of contents in the circumstances and in the manner as set out in paragraph 14.3.

## 23. DATA PROTECTION

23.1. Personal data which we obtain from you is used solely for the purpose of administering your box and in connection with the proper performance of our contractual obligations to you. It is also used in connection with the maintenance of our accounts records, tracking and verification in accordance with our security procedures. It may also be used to check your credit history. You authorise us to use the personal data which we obtain from you for these purposes. We may pass such information as may be required from time to time in connection with

the recovery of your liability of any unpaid debts. We may disclose your personal data to any of our 'group' companies from time to time, which expression shall include all our associated companies including any subsidiary or holding company as defined in the Companies Act 1963 (as amended). We will not otherwise transfer your personal data to third parties save as permitted under the provisions of the Data Protection Acts 1998 and 2003 or as required by law.

23.2. We may use your personal data in connection with marketing and promotions.

23.3. If you wish make a request for access to or removal of any of your personal data, require details of the personal data which we hold relating to you or have any queries relating to data protection, you should write to us at The Basement, Sentinel Vaults Ltd, Waterloo Exchange, Waterloo Road, Ballsbridge, Dublin 4, D04 E5W7

23.4. For further information on how we treat your personal data and keep it secure please request a copy of our privacy policy on our website.

## 24. CONFIDENTIALITY

24.1 We treat all information which you supply to us at any time in confidence. We will not disclose any such information to any third parties save as authorised by you or as otherwise provided for by our Terms. We take proper and reasonable steps to maintain the confidentiality of such information during the period of our contractual relationship with you. We are not responsible for the disclosure loss or theft or any such information or any documentation or materials containing any such information where the subject matter was at that time already in the public domain. We may from time to time may be required to disclose such information to third parties pursuant to paragraphs 9 and 11 and may lawfully do so without being in breach of this paragraph or any other duty which we owe to you.

24.2 It is your responsibility to keep safe any keys and to keep secret any passwords and/or codes] which you may use or which we may provide to you from time to time. We are not responsible for any consequences (of whatever nature) arising from your loss of such keys or from your disclosure of such passwords or codes.

## 25. NOTICES

25.1 All documents, notices and other information which we may issue or which we are required to give to you from time to time will be sent by us by prepaid post marked for the attention of the First Named Customer and to the postal address for that person set out in the Contract or as subsequently notified to us by that person in advance in writing. It is a matter for you to notify us of any change of address. All such documents, notices and other information shall be deemed to have been duly served 4 (four) days after posting in the case of an address in the Republic of Ireland and 14 (fourteen) days after posting in the case of an address outside of the Republic of Ireland. We are not required to copy any such documents, notices, or other information to any other persons including any other Customer, and service by us of the First Named Customer shall be deemed to have been properly made on all Customers.

25.2 All documents, notices and other information which you may issue or which you are required to give to us from time to time must, save as otherwise expressly provided for in our Terms, be sent to us at: c/o The Branch Manager at the branch address where your box is held by post or be accompanied by a letter bearing your original signature. All such documents, notices and other information shall be deemed to have been duly served on the date of our actual receipt of the same. We are entitled to treat such documents, notices or information received by us from any Customers as having been issued to us with the authority of and duly served on us by all customers.

## 26. WEBSITE & EMAIL

26.1. Our website is <https://www.sentinelvaults.ie> or such website address as we may notify you of from time to time (“website”).

26.2. We do not use linking or framing on our Website and we are not responsible for the content policies or services of any other persons or sites linked to or accessible via our Website.

26.3. Use of our Website is subject to the terms and conditions of the Website as posted from time to time. Any communication from us to you via email will only be made from an authorized SENTINEL VAULTS email user and will carry the suffix @sentinelvaults.ie. Should you receive an email from an email address carrying any other suffix, please inform us (in writing) immediately and do not respond to such an email.

## 27. GENERAL

27.1. Joint and several liability: For the avoidance of any doubt, all Customers named on the Contact are parties to the Contract and are jointly and severally liable in respect of all their obligations arising under it. This means that all Customers are responsible for performing their obligations under the Contract and all Customers are liable in the event of any breach of them made by any Customer.

27.2. Transfer, assignment and sub-licensing: The Contract is personal to Customers and neither it nor any of its provisions or any Customers obligations or rights or privileges under it may be transferred, assigned or sub-licensed by any of them either in whole or in part at any time to any other person.

27.3. Waiver: No failure by us to enforce or delay by us in enforcing any of Terms at any time shall amount a waiver or release of any of them and shall be without prejudice to any subsequent requirements or action.

27.4. Amendment: We may be required to amend our Terms to comply with changes in the law or regulatory and other requirements. The terms and conditions which will apply to the Contract are those set out here. Our

Terms may not otherwise be varied or amended save in writing by us signed by our duly authorised representative. A copy of our latest Terms is available to all Customers at our office.

#### 27.5. Severance

(a) If a court or any other competent authority find that any provision to the Contract and/or these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract and / or these Terms shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract and / or these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

27.6. Opening Times (a) Our Branch opening time may vary between our offices and are as detailed on our Website from time to time. (b) Our current opening hours are 09:30 – 17:30 Monday to Friday and 11:00 – 15:00 Saturday and Sunday. Closed on public holidays, Christmas Day, St. Stephen's Day and New Year's Day. We reserve the right to make changes to these opening hours from time to time which shall be detailed on our Website.

27.7. Closure / Relocation: (a) In the event of any permanent closure or relocation of the office where the Box is situated we will (save in exceptional circumstances or where action must be taken immediately due to circumstances beyond our control, such as following fire or structural damage) notify you as soon as reasonably practicable in advance.

## 28. JURISDICTION

28.1 The Contract and these Terms and any dispute or claim arising out of or in connection with them or their subject matter of information (including non-contractual disputes or claims). Shall be governed by, and construed in accordance with, Irish law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

## 29. OWNERSHIP

29.1 The contents of the Safe Deposit Box stored by Sentinel Vaults are held on bailment for the Customer. This means that in the highly unlikely event that Sentinel Vaults Ltd was to be liquidated or wound up, the contents of the Safe Deposit Box shall remain the absolute property of the Customer at all times.



# SCHEDULE OF ADDITIONAL CHARGE

## **1. Replacement Lock (If you lost one key)**

€400 to replace the lock and provide you with two new keys

## **2. Drill out the lock (if you have lost both keys)**

The cost of drilling a lock is €400 per lock and we will provide two new keys, drill outs available subject to appointment. The drill out is subject to prior arrangement, the availability of the engineer and the branch opening hours.

## **3. Overdue Renewal Payment**

Late payment fees – if you fail to pay the renewal fees by the renewal date, then the contract will be renewed automatically for 12 months, and monthly late fees will be added. The monthly charges are:

€20 for A4 document Safe Keeping

€20 for A3 document Safe Keeping

€25 for a Small box

€35 for a Medium box

€40 for a Large box

€45 for an Extra Large box

€80 for a Jumbo box

€150 for a Super Jumbo box

## **4. Box Drill Charges (Where you have failed to renew your account and termination notice has been served)**

Engineer and replacement lock €400

Company representation fee €120

Witness fee €180 (plus VAT at the prevailing standard rate)

## **6. Correspondence, Research, and Probate**

€25 per letter/email sent (including replies to solicitors, yourself etc. relevant to court orders or other matters outside of the control of Sentinel Vaults Ltd)

€50 for the first half-hour there after €75 per hour or part thereof for researching, obtaining and producing information relevant to your account including account details, box usage etc. €150.00 for processing a Valid Grant of Probate or Letters of Administration including but not limited to:

- accepting and verifying the Valid Grant of Probate or Letters of administration.
- obtaining Photo ID and Proof of Address for all Executors.
- obtaining the requisite authorities in the absence of one of the Executors or

€150 for processing the Enduring Power of Attorney documents and the Certificate of Registration issued by the Registrar of the Office of Wards of Court.

Administrators when there are joint Executors or Administrators.

For more complex Estates, Probate or Letters of administration, we will charge our reasonable costs and expenses (including but not limited to any legal fees we incur) in order to satisfy ourselves that the persons requesting access to your Box have the requisite authority to do so.

## **7. Document Safekeeping Access**

Document safe keeping customers need to pay €15 admin fee every time the document wallet needs to be retrieved

## **8. Change of Box or Change of Box Size**

Fee of €50 for customers looking to change boxes, either an upgrade, downgrade or same size.

## **9. Adding additional applicants**

No charge for adding Applicant 2

There is a fee of €50 for adding Applicant 3

There is a fee of €50 for adding Applicant 4

## **10. Removal of any applicants**

There is a fee of €50 for removing Applicant 2

There is a fee of €50 for removing Applicant 3

There is a fee of €50 for removing Applicant 4

## **11. Special Instructions Form**

You may leave Special Instructions by completing the Special Instruction Form. The fee is €50

## **12. Returned Cheque**

€25 per cheque returned unpaid