

Branch

 Date:

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 Customer No. :

 Locker No :

I/We maintaining account number with the Bank wish to hire Safe Deposit Locker (hereinafter called as 'locker') of size Please allot a suitable locker and provide details.

Corresponding Address (Full Details):
(if company)

For Individual(s) -Details of Locker Holder(s) For Institution -Details of Initial Authorised Person(s)	Signature (Please sign within the box in black ink)	Photo
Name:		
Address:		
Contact No:		
Citizenship/Identification Detail:		
ID No: Issued Date:		
Issued By: Issued Place:		
Name:		
Address:		
Contact No:		
Citizenship/Identification Detail:		
ID No: Issued Date:		
Issued By: Issued Place:		

Please cross the unused boxes

The locker shall be operated by me/us or by the authorized person (attorney) with signature(s) as in signature specimen box. Please follow the instruction as given below for operation of locker on my/our risk and responsibility.

Locker Operation Instruction: Single Joint Any One As per Special Instruction

Special Operation Instruction (if any):

Authorisation (Power of Attorney)

(Applicable for Individual/partners or proprietorship/partnership firm and should not be filled if locker is being operated jointly)

Subsequent to my/our request to the Bank for availing locker facility as above, I/we hereby authorise Mr/Ms to operate the locker allotted to me/us and from time to time to convey instructions to you in all matters relating thereto regarding locker operation as deemed necessary.

I/We agree that the person authorised by me/us shall have full authority to access to said locker and is also will have full right to depute third person for such operation. Any action of the Bank in reliance upon such authorisation and in permitting me/us or authorized person or the deputy to have access to the locker for any purpose shall be fully binding upon me/us and my/our respective heirs, executors, administrators, personal representatives, committee and assigns. To the extent of such power of attorney, any authorization and further deputation by the authorised person shall not be deemed to have been revoked by my/our death or legal incapacity. I/We jointly and severally agree to indemnify the Bank against any consequences due to unauthorized act of me/us or of such authorised person or deputy.

I/We give herein below detail of the said authorized person for your record. This authorisation will be in full force unless the Bank at its office where said locker is located receives written notice of revocation of this authorisation.

Details of Authorised Person (Attorney)	Signature (Please sign within the box in black ink)	Photo
Name:		
Address:		
Contact No:		
Citizenship/Identification Detail:		
ID No: Issued Date:		
Issued By: Issued Place:		
Please cross the box if no one is authorized for locker operation		

Nominee Details (For Natural Person Locker Holder(s) only)

I/We hereby appoint following nominee(s) to receive all the contents of the locker in the event of my/our death.

Name:

Date of Birth: Gender : Male Female Relationship:

Father's Name:

Mother's Name:

Spouse's Name:

Nominee Contact Address (Full Detail):

Telephone No: Mobile No:

Email: Citizenship/Passport No:

Issued Date: Issued Place:

Below Details to be filled in case nominee is minor:

In the event of my death, the above mentioned being minor, I hereby agree to handover all my belongings kept in locker to
as guardian on behalf of nominee.

Guardian Detail:

Citizenship No.: Issued Date: Issued Place:

Full Address: Relationship with Nominee: Contact No.

Declaration and Authorization

- I/We declare that I/we have read and understood the terms and conditions as set forth on this form and agree to abide by the same and the amendment there to, if any, from time to time.
- I/We declare that the information/details given above are true and correct.
- I/We authorize the Bank to debit/block my/our account for any amount related to locker.

Name(s):

Signature(s) of Applicant(s)

Acknowledgement of key:

I/We hereby confirm having received the key number for operation of locker no I/We understand that I/We will be fully liable in case of misuse of the key and the locker.

Signature(s)

Terms and Conditions for Locker Operation (Part of Application for Safe Deposit Locker)

A. Interpretation

Please note the following which apply throughout the Terms and Conditions

1. All references to 'I/me/us/we/you' in the Terms and Conditions includes (unless the context otherwise requires) all Customers and shall be legally binding on all such persons;
2. All references in the Terms and Conditions to (i) 'Contract' or 'agreement' is to the contract or agreement made between Siddhartha Bank Limited and Customer for the Services pursuant to these terms and conditions; (ii) 'Customer' is to a person identified as a 'Customer' or as an 'Additional/Joint Customer' in any document and duly signed and accepted by the Bank from time to time relating to the Safe Deposit Locker(s) service;
3. All references in the Terms and Conditions (unless otherwise stated) (i) to a 'person' shall include any natural person, company, firm, partnership, trust, public body or other organisation; (ii) to any legislation (including statutes, statutory provisions or regulations) shall include them as amended from time to time; and (iii) made in the singular shall include the plural and vice versa;
4. All references in the Terms and Conditions to 'the Bank' represent Siddhartha Bank Limited.

B. Application of the Terms and Conditions

The Terms and Conditions will apply to the Contract and will govern the entire relationship between the Bank and us for the duration of the Contract. I/We hereby voluntarily apply for using a facility of locker/s with the Bank and clearly state that I/we shall abide by all the terms and conditions implied or expressed governing the said facility which we have understood and agreed and for the sake of brevity are reproduced as follows:-

1. I/we shall pay the Bank on demand without duress or demur or without any deduction, payable in advance, as mutually agreed, subject to the terms and conditions mentioned hereafter. I/we have thoroughly understood the said terms and conditions and undertake to fulfill the same inclusive of any changes that may, from time to time, be made thereunto by the Bank.
2. I/we shall give the Bank, my/our signature and that of my/our nominee(s), should I /we appoint any, and such signatures shall be conclusive evidence of my/our knowledge or/and assent to the terms and conditions mentioned herein and this shall without repetition apply to the renewals of the facility of the locker(s).
3. I/We understand that if locker is being operated by the holder(s) or by the owners of partnership firm jointly, authorization/power of attorney cannot be given to other persons. Natural persons only can assign nominee for the locker.
4. I/We understand that access to the locker(s) shall be allowed to me/us or person duly authorised by us. We further understand that in case of death of any one of joint holders, access to the locker will be allowed as follows:
 - to the survivor only, if locker is being operated singly by any one of joint holders.
 - to the survivor and the nominee assigned by the deceased holder together if locker is being operated jointly.
 - to the nearest legal heir of the deceased holder and the survivor together, if there is no nominee assigned by the deceased holder and locker is being operated jointly.In case of death of all joint holders, access to the locker shall be provided to the nominee(s) for the locker. If there is no nominee assigned, access shall be provided to the nearest legal heirs of the demised locker holders jointly.
5. I/We further agree that by this arrangement, in case any statutory obligations are required to be carried out/fulfilled by the Bank or by me/us, the same will be complied by me/us without any responsibility on the part of the Bank. I/We have understood that no law is being violated by the Bank for undertaking the safe deposit locker service.
6. The locker can only be operated upon by applying key which will remain with me/us and the other key with the Bank, the custodians of the safe deposit vault.
7. I/We specifically state that nothing discriminatory or items which are not permitted under law, would be kept in the locker. I/We will not bring into any of your offices nor place in the safe deposit locker anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libelous, noxious, poisonous, corrosive, inflammable, explosive or unstable, nor any guns, knives, fire-arms, ammunition, chemicals, drugs, plants or plant materials, nor any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction, nor any proceeds of prostitution nor drug trafficking, stolen property 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 Lock, Locker or to the Bank and its offices, directors, employees, agents, contractors, customers or visitors. I/We fully indemnify the Bank, (which means I/We will fully compensate the Bank, for and pay all costs, charges, expenses, claims or damages (liquidated or unliquidated) that they may incur or which are made against me/us in the event of any of the following things) in respects of all and any harm, damage or loss whatsoever which the Bank, or any of its employees, agents, contractors, customers or visitors to the Bank premises incur arising from any breach by me/us of our obligations in this paragraph.
8. I/We undertake that the locker would not be used for any criminal intent/purposes.
9. All charges shall be payable in advance at such rates as may be fixed by the Bank, from time to time. If the charges due is in arrears, The Bank, shall have the right to refuse access to the locker until such charges is paid in full. In the event I/we do not pay the service fee/rental charge or any delay, an addition amount equal to the rent or as decided by the Bank may be charged as penalty.
10. I/We understand that I/we shall have the opinion to get the arrangement renewed by giving a notice before the expiry of terms fixed by the arrangement, provided that if I/we do not give any such notice or any notice 7 days in advance that I/we am/are surrendering the locker given out to me/us with keys, I/we shall be deemed to have exercised the option of renewal on such terms and conditions and at charges as may be in force at that time
11. I/We understand that I/we will voluntarily execute and furnish other agreement/ documents/ indemnity/ bond/ declaration etc. that may be required by the Bank at any stage.
12. On the expiry and/or termination of this arrangement, the key(s) of/to the locker shall be handed over by me/us to the Bank, and in case of any default, the Bank, shall be entitled to realise the value of the key or expenses of its replacement from my/our account or property or both.
13. I/We shall under no circumstances be permitted to open the locker with a key other than the one supplied by the Bank, nor divulge the number of the key(s) to the locker or other access passwords/measures (if any) and will not deliver the key(s) to any unauthorized person.
14. In case of non-operation of the locker for one year, the Bank may notify and call upon me/us to either operate the locker or surrender it within a specified period. The Bank shall require me/us to provide reasons for non-operation of the locker in writing. The Bank may allow to continue holding the locker if the reason for non-operation, provided by me/us is found to be genuine. The Bank shall have sole discretion to decide genuineness of the reason and the decision taken by the Bank in this regards shall be final. In the event I/we do not provide reason for non-operation of the locker or the reason is not found not be genuine, nor operate the locker within the specified period, the Bank shall after giving due notice to me/us at my/our last known address as available in the records of the Bank, proceed with cancellation of the allotment of the locker to me/us and break open the locker.
15. The Bank shall have the right to collect due amount from locker security deposit held with the Bank. If the due charges are not paid for five consecutive years or for the time period as decided by the Bank from time to time, for realisation of all charges the Bank shall have the first lien or charge on the contents of the locker in case of non-payment of charges, get the locker broken open by giving me/us one month's notice in writing informing that if the arrears are not paid within that period the Bank may break open the locker and realise its due charges and expenses by public or private sale of the whole or part of the contents of the locker at my/our entire risk and responsibility and cost. The balance of the contents of the surplus proceeds as the case may be, will be held by the Bank, and either will be given to the rightful person provided that in the case of contents, fees and other charges prescribed under/by the Bank are paid or will be delivered to my/our last known address by any convenient means of delivery. Should there be any deficit on sale as aforesaid the Bank shall be entitled to recover the same including the charges for breaking open the locker, replacing of locker, lock and any unforeseen expenses incurred in this connections, from me/us personally or in case of joint applicants from all or any of them. Whenever the locker is broken open, it shall be done in presence of the representative of the Bank and two respectable witnesses and an inventory of the contents of the locker shall be prepared and signed by them and I/We shall not be entitled to raise any objection thereafter to the nature and extent of the contents in the locker or to the regularity of the sale thereof which shall be final, conclusive and binding on me/us.

16. Should the Bank at any time decide to transfer its place of business from the present location(s) thereof, stated above, to any other place in Nepal, in whole or in part, the Bank will have the right in its discretion to remove the said safe to such new or another location under safeguards as it deem proper, I/we shall not be entitled to raise any objection on such decision. The Bank shall not be held responsible in case of any damage happen to the contents of locker during such transfer. The Bank is waived for any responsibility to notify me/us of such intended transfer of locker safe.
17. In case of loss of the key, the Bank shall be notified immediately in writing so that necessary steps can be taken under my/our instructions and in my/our presence for breaking open the locker, replacement of new locker, lock at my/or expense. Under no circumstances shall I/we be permitted to have the locker opened by my/our own representative.
18. I/We cannot assign or sublet to, anybody, the locker, or any part of its, all such subletting or assignment will be void. The benefit of the locker is non-transferable.
19. I/We understand that should an application be made by the relative or relatives of a deceased applicant/s for tracing or finding out his (the deceased) testamentary writing in the locker, the Bank may on proper proof being produced as to their relationship, by court of law probate/Succession Certificate, along with the key to the Locker, permit inspection of the contents of the locker in the presence of one of its officers but the Bank shall not be bound to deliver any testamentary writing traced or found among the contents of the locker to such relative without an order from a competent court of law. In the cases of suspicion, the Bank may even refuse to have such inspection.
20. I/We further understand that on receipt of an order from competent authority/court restraining access to any one of the applicant/s to the locker, the Bank, shall have right to refuse access to each and all of them and also to their nominees.
21. The Bank shall not be responsible for any loss sustained by me/us due to my/our negligence or leaving any article outside the said locker.
22. The Bank shall not be liable for any natural common wear & tear, aging, fading or so, of all contents within the locker. During the term of this agreement, the Bank shall not be responsible for any loss or deterioration of or damage to the contents of the Safe Deposit Locker whether caused by rain, fire, flood, earthquake, lightning, civil commotion, riot or any other similar cause(s).
23. I/we agree to be governed by and to abide by all rules and regulations that the Bank may from time to time adopt relative to the running of the safe deposit locker service.
24. In no event the Bank is liable to me/us or to any other person for any non-property related damage (namely that referred to in law as 'indirect' or 'consequential' loss), including (without limitation) any loss of data, profits, revenue, turnover, sales, production, anticipated savings, goodwill, business opportunities or contracts, or any other economic loss whatsoever (whether direct or indirect) arising out of or in connection with the contract and service.
25. I/We understand that the Bank shall take all reasonable measures deemed to protect all my/our information in full confidentiality. However, the Bank may use such available information with sole discretion for all internal promotions, marketing, or any other such event/s of the Bank.
26. If any litigation is required to be contested or defended with respect to the above facility and the Bank is put to expenses, in that/ such case I/we shall bear the said cost of litigation etc.
27. I/we understand that this arrangement would also bind the legal heirs in the same tenor as the same is binding on me/us.
28. All communications sent by ordinary post or by courier shall be considered to be fully served on me/us if sent at my/our last known address. It is my/our responsibility to notify the Bank regarding change of address, if any, otherwise the Bank shall not be held responsible.

C. Dispute Resolution

1. Any dispute arising out of or in connection with this agreement shall be resolved in accordance with this clause.
2. Either the Bank or the applicant/s may give to the other at any time notice in writing that the dispute has arisen. If the dispute is not resolved by agreement in writing between the parties with one month (30 days) of the notice being given, the dispute shall be resolved in accordance with paragraph (3) below.
3. Any dispute shall, at the request of any party, be referred to arbitration before a single arbitrator who shall be appointed by agreement in writing between the parties or (if they are unable to agree on the identity of the arbitrator within one month of the request that the dispute be referred to arbitration or if the person appointed is unable or unwilling to act), the dispute shall be taken to the court in Nepal.
4. The award made by the sole arbitrator shall be final and binding on the parties and may be enforced in any court of law of competent jurisdiction.
5. Notwithstanding any provision to the contrary in this agreement, this clause shall survive the expiry or termination of this Agreement or any other provision hereof, and upon such event shall take effect as an independent arbitration agreement.

Bank Use Only

Locker Fee for the period of recovered from

Account no. Locker Deposit blocked in the

Account no. under Ref. No.

Allotted Locker No. Allotment Date: Expiry Date:

Updated Locker details in KYC and AML/CFT Monitoring System Yes No

AML Risk Grade Low Risk Medium Risk High Risk *

PEP Confirmation: Yes * No

*Need separate approval from HBS and above.

Checked By	Verified By	Approved By
Name:	Name:	Name:
Designation:	Designation:	Designation:
Date:	Date:	Date: