# **AGREEMENT FOR LETTING OF LOCKER**

Memorandum whereby the AFRICAN BANKING CORPORATION LIMITED, Westlands Branch (hereinafter called the Bank, agrees to the locker to ...................................................................... (hereinafter called the licensee) subject to the terms and conditions as the said Bank may hereafter and from time to time adopt, the Banks locker no. ......................... of ................... size at the above address for ONE YEAR from the date hereof at a rental of Kshs. .......................... (words) ..................................................

............................................ payable in advance and the receipt of this amount is hereby acknowledged by the Bank.

The said Agreement shall (unless terminated as hereinafter provided) continue from year to year, at a rental (payable in advance) to be determined upon renewal, on the same conditions subject to the right of either party to terminate the same conditions by giving one calendar month’s notice in writing prior to the termination of any year of the lease.

The receipt of one key number ................ of the above mentioned locker is hereby acknowledged by the licensee. In the event of this key being lost or stolen, it is agreed that the cost of forcing the locker open and any repairs rendered necessary thereby will be borne by the licensee. Towards the costs referred to herein, the licensee deposits a sum of Kshs................... (words) .......................................................................................... which will be retained by the Bank during the continuance of this agreement. No interest will be paid on these deposits to the licensee.

## **THE TERMS AND CONDITIONS FOR LETTING OF LOCKER**

The licensee shall have access to the locker any time during the usual hours of business of the lockers department of the Bank and under such regulations as shall from time to time be prescribed by the Bank. The Bank reserves the right without notice, to alter or vary the said hours of business, and to close the vaults at any time. Further, for reasons of grave or urgent necessity or for any other reasons, not due to wilful default of the Bank, which make the opening of the lockers department unsafe or inexpedient, the Bank reserves the right of closing the lockers department for such period as it may consider necessary.

The licensee shall have no other right of property on the locker, but only the right of use thereof and access thereto during the subsistence of this agreement in accordance with the terms and conditions set out herein and laid down by the Bank from time to time.

The licensee shall accordingly, not assign or subject the locker or any part thereof, or use or permit it to be used for the deposit of anything of an explosive, dangerous, or offensive nature which may become a nuisance to the Bank or any tenants or customers of the Bank, or for any other purpose than the deposit of valuables or other property, and the licensee will on demand permit the Bank to inspect the contents of the locker for the purpose of ascertaining if this rule is being complied with.

All property brought on or placed in the locker, or, brought on or placed in the premises of the Bank as from time to time existing, shall become subject to a general lien for all moneys due from the licensee to the Bank with power to the Bank to sell such property or part thereof in satisfaction of moneys due by the licensee to the Bank on any account whatsoever.

No one may be permitted access to the locker except persons properly authorised according to the Bank’s records. The licensee may at his own risk authorise in writing, on the Bank’s prescribed form, a deputy to have access to the locker by giving adequate notice in advance to the Bank of such authority. The Bank shall have the right but shall not be bound, upon satisfactory proof thereof being exhibited to it, to grant access to the locker to a person, holding, or purporting to hold a general or special powers, refuse to grant access to a deputy until the authority has been verified to the satisfaction of the Bank. This authority must be unconditional and any person producing such authority signed by the licensee (in the case of joint licensee by either or both of such licensees and producing the key of the safe) shall be deemed for all purposes to have full authority to access to the locker and to remove or otherwise deal with the contents thereof. The Bank shall have the right to recover from the licensee all and any loss, damage or expense of whatsoever nature which it may sustain through or in connection with any act omission, claim or demand of the licensee or of any deputy, agent or special power of attorney.

All repairs necessary to be done to the locker, look or shall be carried out exclusively by workmen nominated by the Bank. If a key is lost, the Bank must be notified without delay and the locker must be broken open and the lock changed. The Bank shall have the right, but shall not be bound to require the presence of the licence, or in case of joint licences, one or more of the said licensees, one or more of the said licensees, at the time when the locker is broken open and the lock changed as aforesaid. Lost key and any expense in consequence thereof shall be paid for by the licensee.

The licensee must notify the Bank immediately in the locker key being lost, stolen or misplaced.

The Bank has the right to consider that the locker has not been surrendered until it has been emptied, the key returned and the Bank notified of the surrender by the licensee(s) in writing. In the event of any rent payable not being paid when due or the non-observance by the licensee of any of any of these conditions, the licensee shall at the option of the Bank forfeit all rights of the use of the locker. In such case the BANK SHALL GIVE NOTICE IN WRITING To the licensee (at his last known address as registered in the books s of the Bank) requiring payment of any rent due or the performance of any condition herein contained and if after the lapse of one month, the licensee neglects to pay or perform the same , the Bank shall be at liberty to break open the locker and either forward by registered post or other reasonable means at the risk of the licensee, the contents thereof to the licensee at the address aforesaid, OR at the Bank’s option, it may retain and keep the said contents in such other locker or place as it may think fit at a rental equal to the amount of rent payable under this Agreement signed by the licensee and the Bank, and the licensee shall be liable to pay the Bank on demand, the expense of breaking open and repairing the locker, it the non-observance of conditions shall consists of using the locker for the deposit of anything of an explosive, dangerous or offensive nature, or which is a nuisance, the Bank may break open the locker and dispose of its contents. In such reasonable manner as the Bank may think fit after reasonable notice to the licensee or without notice and the foregoing provisions of these regulations as to payment of expense of breaking open and repairing the locker and payment of rent for other storage shall apply.

Any notice sent to the licensee by registered post directed to him to the address registered in the books of the Bank shall be deemed to have been delivered and served on the likes in the usual course of post.

In the event of the Bank receiving notice in writing of the evidence of any dispute involving a right or alleged right of access to the locker, the Bank shall be entitled to refuse all right of access and of removal of property therefrom until authorised to do so by the order of any competent Court.

In the event of death of a licensee, the Bank shall upon satisfactory proof thereof being furnished to it, permit any of the furnished next of kin of the deceased licensee to inspect the contents of the locker upon registration of letter(s) of administration in the estate of the deceased, the executor(s) named therein shall have power to deal with the contents of the locker and to be deemed to be the licensee(s) of the locker in place of the deceased licensee. In the event of the death referred herein, the Bank shall have the right to demand from the person(s) operating the locker, a receipt of indemnification against any loss, which it may sustain by reason thereof. In the event of the death of two or more joint licensees, or a member of the partnership, or a direct of a company or an official of a local authority or other association, nothing in these conditions contained shall prevent any surviving licensee partner director or official, as the case may be, from having the same right of access to, and removal of goods from the locker as were enjoyed prior to the death of the deceased, provided that the Bank shall have the right in such event to obtain from the survivor so operating the locker, a receipt of indemnification against loss which it may sustain by reason thereof.

If the licensee publishes notice of the surrender of his estate as insolvent, or if his estate sequestrated as insolvent if he be declared a lunatic or of unsound mind, or if the licensee, being a company or other association, is wound up voluntarily or by Court order, or placed under judicial management, the Bank shall have the right to refuse access to the locker to the licensee or his authorised deputy, or agent, and to grant access to his trustee, curator, liquidator or judicial manager, as the case may be.

The locker with its key shall, at or prior to noon on the date of the termination of the Agreement, be surrendered to the Bank in as good state as the reasonable use thereof will permit.

(a) Notwithstanding anything to the contrary herein expressed or

implied, or any unintentional deviation by the Bank or its officers from the provisions of this agreement, the Bank shall not be liable for any loss of the contents of the locker whether through delivery thereof to an unauthorised person or otherwise howsoever unless such loss, destruction or damage thereof is proved to have been caused solely by the wilful act or default of the Bank or of its officers in the course of their employments (all liability for negligence being thus included).

In the event of total liability of the Bank for loss, destruction and/or damage of the contents of the locker on any one occasion is limited to Kshs.1,000/= (Kenya Shillings one thousand only)

Insurance is the responsibility of the licensee alone.

The licensee is well advised to keep the key to the locker in a place of safety, not to indulge the number of the locker, its password (if any given) and not to deliver the key to any person other than the duly authorised agent or grantee of the power of attorney.

It is hereby agreed that the relation of the parties hereto shall be that of licensor and licensee.

The licensee agrees to abide by the rules and regulations as the Bank may time to time adopt.

FOR AFRICAN BANKING CORPORATION LTD. LICENSEE....................

**MANAGER** ............................................ LICENCEE ...................

KEY NO. .............................. OF THE LOCKER NO. ..................................

RECEIVED IN GOOD CONDITION DATE ..........................................

LECENSEE .............................. LICENSEE ...................................