



# Middle East Bank Kenya Limited.

Application for Renting of Safe Deposit Locker

To:

Date.....

The Manager,  
**MIDDLE EAST BANK KENYA LTD.**

Dear Sir/Madam,

I/We of P.O Box.....request you to allot to me/us a locker size..... in your safe Deposit Vault, on a yearly fee of Kshs .....payable annually in advance and non-refundable in any case.

The Terms and Conditions for grant of Safe Deposit Locker by Middle East Bank Kenya Ltd. On which you have acceded to my/our request have been thoroughly read and understood by me/us and will be duly abided.

I/We will sign as follows:-

### **SPECIMEN SIGNATURE(S) AND LOCKER OPERATING INSTRUCTIONS**

Name.....Signature.....

Name.....Signature.....

Locker Operating Instructions (singly or jointly.....).....

Special Instructions if any.....

Address.....

Telephone Contacts.....

I/We hold Current/Savings/Deposit Account with your .....Branch  
Singly or jointly and my/our account No. Is .....

Signature:.....Signature.....

Date.....

### **FOR OFFICIAL USE ONLY**

Signature witnessed by:.....(Name).....(signature).

Date.....



## **Middle East Bank Kenya Limited.**

**(Referred to as Licensor of Bank) to the applicant (referred to as Licensee)**

1. It is hereby agreed that the relations of parties hereafter shall be that of a LICENSER (i.e Middle East Bank Kenya Ltd. And LICENSEE (i.e the applicant)
2. The licensee shall have access to the Locker any time during the usual hours of business 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 close its vaults at any time. Further, for reasons of grave or urgent necessity or for any other reasons not due to willful default of the Bank which make the opening of the Locker Department unsafe or inexpedient, the Bank reserves the right of closing the Lockers Department for such period as it may consider necessary.
3. The Licensee shall have no right whatsoever on the property of the Locker, but only the right of use thereof and access thereto, during the subsistence of this agreement. The Licensee shall not assign or sub-let the Locker or any part thereof or deal in any manner whatsoever with the Safe Deposit Locker or any part of it.
4. The Licensee is requested to keep of the Lockers in a place of safety and should not divulge the Locker number and /or its password (if any) and is requested not to deliver the keys of the Locker to any person other than his/her duly authorized agent.
5. All fees and other charges in respect of the Locker are payable strictly in advance and in the event of non-payment such fees by the Licensee when due, whether such fees have been demanded or not, shall give the right to the licensor or refuse access to the Locker.
6. All property deposited in the Locker will be at the risk and responsibility of the Licensee and the Licensor will not incur or be liable for any loss or destructions or damage to any contents of the Locker or to any part thereof by theft, pilferage, fire or other accidents. The Licensee should take out his own Insurance for the value of the contents in the Locker.
7. The property deposited in the Locker shall become and be subject to general lien of the Licensor for all money due from the Licensee, with power to the Licensor to sell, dispose or deal in any other manner all such property or part thereof in realization of the money due by the Licensee to the Licensor for any account whatsoever.
8. This Agreement can be terminated by either the Licensor or Licensee on giving to the other party notice in writing of the intention to terminate the said agreement seven (7) days prior to the due date on which the agreed period of the License terminates. The License may also be terminated by the death or insolvency of the Licensee.
9. In case of termination of the Agreement, the Licensee will be bound to deliver the keys of the Locker to the Licensor and also deliver vacant possession of the Locker to the Licensor, before noon of the day of termination of the License.

10. In the event of no such notice being given as mentioned above, the Agreement of License of the Locker shall be deemed to have been renewed for a further period of one year after the date of termination and the fees at the rates aforesaid shall be forthwith paid by the Licensee to the Licensor, but this condition is without prejudice to the right of the Licensor accrued in the meantime.
11. In the event of the Licensee losing the key of the Locker or misplacing the same, the Licensee should notify the Licensor without any delay about such a loss.
12. All charges for re-opening the Locker and/ or for the changing the lock and key and other charges in this connection regarding the said Locker, shall be payable forthwith to the Licensor by the Licensee.
13. All repairs required to be done to the Locker, Locker door etc., shall be done exclusively by workmen appointed by the Licensor.
14. The Licensor should be notified immediately about any change of address of the Licensee. Notice of communication sent by post to the registered address of the Licensee shall be considered to have been duly served, at the place where it would have reached him, in the ordinary course of post.
15. The Bank reserves the right of closing the Safe Deposit Locker room for such period as it may consider necessary for reasons of failure of the mechanism or for any other reasons which the Licensor may deem fit but not due to the willful default of the Licensor, which make the opening of the Safe Deposit Locker room unsafe or inexpedient.
16. The Bank, while receiving Articles for the convenience of customers, does so only on the condition that the bank shall not be liable for any loss thereof whether through delivery of the same to unauthorized person or otherwise whatsoever or for destruction thereof or damage thereto in any circumstances whatsoever unless such loss destruction or damage is proved to have been caused solely by the willful act or default of the Bank or of its officers acting in the course of their employment (all liability for negligence being thus excluded).
17. The Licensee shall accordingly, not use the Locker or permit it to be used for the deposit of anything of an explosive, dangerous or offensive nature such as drugs, chemicals, firearms, ammunition, perishable goods and/ or any other harmful items which may become a nuisance to the Bank or tenants or customers of the Bank. This also includes any items held illegally or for other purpose than the deposit of valuables or other property. The Licensee will on demand permit the Bank or any Agent or Officer of the Bank to inspect the contents of the Locker for the purpose of ascertaining if this rule is being complied with.
18. No one may be permitted access to the Locker except persons properly authorized according to the Bank's records. The Licensee may at his own risk authorize in writing on the Bank's prescribed form for an agent or 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 power of attorney of the Licensee.
19. 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 other person in whose favour the

Licensee may have granted any power of access or general or special power of access or general or special power of attorney.

20. The Licensee agrees to abide by such rules and regulations as Middle East Bank Limited may from time to time adopt.

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Name of applicant(Licensee)

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Signature of applicant

For joint applicants

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Name of applicant (Licensee)

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Signature of applicant

Address:  
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Telephone Number(s):  
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Date:.....