

# General Terms and Conditions for Rental of a Safe Deposit Box

## CitySafes Belgium

Version April 2024

### Definitions

#### Article 1

- General Terms and Conditions: these General Terms and Conditions for the rental of a Safe Deposit Box, which regulate the rights and obligations of the Lessee and the Lessor for the rental of one or more Safe Deposit Box(es).
- Lessee: any party entering into a Rental Agreement with Lessor relating to one or more Safe Deposit Boxes. If there are several Lessees under one Rental Agreement, they will all be jointly and severally liable.
- Safe Deposit Box: a lockable deposit box in a very secure area.
- Rental Agreement: the written agreement, 'Rental Agreement for Safe Deposit Box', to which these General Terms and Conditions apply.
- Lessor: CitySafes Belgium B.V., with its registered office at Treurenberg 4, 1000 Brussels, registered in the crossroad bank for enterprises under nr. 0756.650.082.
- Website: the website used by the Lessor.
- Tariff list: the tariff list as available on the Website (<https://citysafes.com/en-de/terms-and-conditions/>).

If the Lessee does not exercise this option, this means that he/she agrees to the proposed amendments and the Rental Agreement will be extended under the same terms and conditions.

For access to the Safe Deposit Box, the Lessee must:

- have proper identification. The Lessor is entitled to make a copy of the identity card at every visit, and to keep this copy for the statutory retention period.
- have the original key (one of the two).
- have the visit recorded. The Lessor will enter every visit to the Safe Deposit Box in a logbook.
- must have met all his/her obligations with respect to the Lessor, including those pursuant to other agreements with the Lessor.

The Lessee is entitled to access the Safe Deposit Box on the days and at the times to be determined by the Lessor. The Lessor will make the opening hours known via an announcement at the location and on the Lessor's Website. The Lessor will ensure that the opening times are for 8 hours a week at least.

Outside the opening hours announced by the Lessor, the Lessee may agree with the Lessor on a date and time for a visit, against prior payment of the associated costs and subject to the Lessor's availability. The Lessor's availability will in any event be restricted to working days during normal office hours.

The Lessee is entitled to grant an authorised representative access to the Safe Deposit Box if and insofar as the authorised representative submits a proper written authorisation, signed by both parties and dated, to the Lessor, together with a copy of the Lessee's identity card and that of the authorised representative.

If the authorisation does not meet these requirements, the Lessor will not grant the authorised representative in question access to the Safe Deposit Box. Access to the Safe Deposit Box by an authorised representative is for the Lessee's account and risk, and the Lessee indemnifies the Lessor, without restrictions, for lending its cooperation in this respect. If there are several Lessees of the same Safe Deposit Box, each of the Lessees will have separate right of access to the Safe Deposit Box. If the Lessee or one of the Lessees, or a Lessee's spouse, dies, the entitled party is obliged to immediately inform the Lessor of the death in writing or by email and to submit the death certificate. Authorisations for access that a Lessee has issued lapse by operation of law if the Lessee dies. The Lessor will therefore not grant access to previously appointed authorised representatives once the entitled parties have notified the Lessor of the death. The Lessor will also not grant access temporarily to other Lessees (or their authorised representatives) to this Safe Deposit Box. Access to the Safe Deposit Box will only be possible again if it is established who is entitled to access it and the obligatory actions concerning the settling of the estate (including obligatory actions with respect to the competent authorities) have been dealt with.

More specifically, and in accordance with Article 101 of the Belgian Code of Succession Duties, the Safe Deposit Box will only be opened in the presence of a representative of the Lessor or of a civil-law notary, possibly also in the presence of an official of the General Administration of Patrimonial Documentation, whereby the Lessor or the civil-law notary will draw up an accurate and thorough inventory of the entire contents of the Safe Deposit Box, including the contents of the envelopes, packages, boxes and cases that are in the safe.

If the Lessor has not been informed in writing of the death in advance, the Lessor cannot be held liable for any consequences arising from its ignorance. The beneficiary or beneficiaries have the option of instructing their own civil-law notary to be present at the opening of the Safe Deposit Box and for drawing up and sending the inventory. If the Lessor's presence is required for the opening of the Safe Deposit Box after the death, €600 will be charged for this.

### Scope of application

#### Article 2

These General Terms and Conditions apply to the Rental Agreement between the Lessee and the Lessor.

The Lessor will notify all amendments to these General Terms and Conditions to the Lessee by means of a written and dated notification, which will be delivered to him/her by letter (by normal post or by registered mail, as the case may be) or by email.

If an amendment is in disfavoured of the Lessee and the Lessee does not agree to that amendment, he/she is entitled to communicate his/her objection to this in writing to the Lessor within 30 calendar days of the date of the notification of the amendments. In that case, the General Conditions will remain unchanged; the new General Conditions will then only apply if the Rental Agreement is renewed (see Article 8 of these General Conditions).

If the Lessee does not exercise this option, this means that he/she agrees to the amendment.

### Transfer of rights

#### Article 3

The rights under the Rental Agreement may not be transferred to third parties. The Lessee is not permitted to sublet or otherwise allow another party to use the Safe Deposit Box without the Lessor's prior written permission.

### Keys

#### Article 4

The Lessee will be given two keys on entering into the Rental Agreement. The Lessee is obliged to immediately inform the Lessor in writing or by email if one or both keys are lost or missing.

In any event, the Lessee is strictly forbidden to have copies made of the key. If one or both of the keys is/are lost, the Lessee will be obliged to refund the Lessor for the damages incurred. The damages will be fixed at the amount shown on the most current Tariff list.

If one or both keys is/are lost, the Lessor is furthermore entitled to have the lock of the Safe Deposit Box changed at the Lessee's expense, and to give the Lessee replacement keys.

### Location and access to the Safes Deposit Box

#### Article 5

The Lessor is entitled to change the location of the Safe Deposit Box unilaterally.

The Lessee will be informed of the new location at least 6 weeks prior to the relocation. The term of 6 weeks may be shortened as an exception if the specific circumstances compel the Lessor to do so.

In the process, the Lessor will make every effort to make a Safe Deposit Box of the same dimensions available. Insofar as is possible, the Lessee's choice regarding the new location will be considered.

If the Lessee does not agree to this change of location, he/she is entitled to terminate the Rental Agreement in the manner stipulated in Article 8, within 30 calendar days of the date of this notification. In that case, the Lessee will be entitled to a pro rata temporis reimbursement of the rental fee for the period between the date of termination of the Rental Agreement and the next anniversary date of the Rental Agreement.

### Rental price and costs

#### Article 6

The rental price for the Safe Deposit Box will be determined in advance and the Lessee will settle the rental in advance once a year, unless otherwise agreed. Prior to the commencement of the rental, the Lessee will pay the Lessor a security deposit according to the Rental Agreement. The security deposit will not be repaid until the Lessee has met all his/her obligations. The Lessor will repay the deposit to the Lessee once these obligations have been met.

Indexation: The rental may be indexed annually according to the following formula:

$$\frac{\text{Basic rental} \times \text{new index rate}}{\text{Initial index rate}} = \text{new basic rental}$$

The components of this formula are as follows:

- Basic rental: the price under this Rental Agreement
- New index rate: the health index rate for the month preceding that of the anniversary of the entry into force of the Rental Agreement.
- Initial index rate: the health index rate for the month preceding that of the entry into force of the Rental Agreement.

In addition, the Lessor will be entitled to increase the rental after the end of the contract year, provided that the Lessee is informed of the increase at least one month before the end of the contract year. The Lessee is entitled to terminate the Rental Agreement in accordance with Article 8 before the end of the contract year in question.

If the Rental Agreement is terminated early, the Lessor will retain the rental over the remaining term of the Rental Agreement.

## Payment

### Article 7

Payment must be made in full within 14 days of the invoice date and without reduction or set-off, unless otherwise agreed.

After the expiry of this period, the Lessee will be sent a reminder in the form of a formal notice. The Lessee has 14 days, from the third working day following the day of sending the formal notice, or from the day after the day the formal notice was sent if it was sent electronically to the Lessee, to pay. After the expiry of this period, the Lessee will be in default and will be charged the following costs:

- Default interest calculated in accordance with art. 5 of the Act of 2 August 2002 on late payment in commercial transactions, and
- A lump-sum compensation of: EUR 20 if the balance due is less than or equal to EUR 150; EUR 30 plus 10% of the amount due on the tranche between EUR 150,01 and EUR 500 if the balance due is between EUR 150,01 and EUR 500; EUR 65 plus 5% of the amount due on the tranche above EUR 500,01 with a maximum of EUR 2.000 if the balance due is more than EUR 500.

The Lessor is entitled to transfer (the collection of) all claims of the Lessor against the Lessee to a financing or collection Institution.

If the Lessee is still in default after 2 months of the notice of default, the Lessor shall be entitled to terminate the Rental Agreement in accordance with Article 8 without right for the Lessee to claim for damages. The rent for the remaining term of the Rental Agreement, namely until the next anniversary date of the Rental Agreement, shall remain payable by the Lessee.

The Lessor or the financing or debt-collection institution will notify the Lessee about the collection at the latest 7 days before such collection; if the collection takes place several times a year, the Lessee will be sent one notification per year.

## Duration, cancellation, termination

### Article 8

The Rental Agreement starts on the day it is signed, unless otherwise agreed. The duration of the Rental Agreement is always one year as from the start date. The Rental Agreement will be renewed automatically each time after the expiry of the term, unless one of the parties gives a notice of non-renewal of the Rental Agreement at the latest 30 calendar days before the end of the term. Upon renewal, the latest version of the General Terms and Conditions and of the Tariff List are applicable as from the first day of the renewed term (including all changes compared to the version applicable to the previous year, even if the Lessee has formulated an objection to such changes). If the Lessee is a natural person, the Rental Agreement will also take an end when the Lessee dies.

The Lessee is entitled to terminate the Rental Agreement at any time by using the termination form available on the Website. If the Lessee terminates the Rental Agreement, the Lessor will retain the full rental fee for the current year. Termination of the Rental Agreement will only be effective once the content of the Safeloket has been removed and the keys have been returned to the Lessor. This return will take place at a meeting, the date and time of which are to be agreed with the Lessor. The Lessor will propose a date for a meeting to be held no later than 10 days after the Lessee's request to return the keys. The Lessor is entitled to terminate the Rental Agreement by registered letter at any time subject to a notice period that expires on the last day of the month following the month in which it was given. If the Lessor terminates the Rental Agreement, it will – if applicable – compensate the Lessee for the loss suffered by him/her. This compensation will be equal to the part of the rental fee collected unduly, calculated pro rata temporis, after deduction of costs for opening and repairing the Safe Deposit Box, if applicable.

The Lessor is entitled to terminate the Rental Agreement with immediate effect in the following cases:

- if the Lessee files for or is granted liquidation or collective debt settlement.
- If the Lessee remains in default of payment two months after a reminder letter is sent.
- if there are strong suspicions that the Safe Deposit Box contains hazardous objects or substances or objects or substances that may perish or deteriorate.

- if there are strong suspicions that the Safe Deposit Box is being used to store illegal objects. A strong suspicion in any event exists if the Safe Deposit Box needs to be opened at the request of the relevant competent investigative or other authorities for the purposes of searching or seizure.

## Removal of the contents

### Article 9

The Lessee is required to remove the contents of the Safe Deposit Box before the end of the Rental Agreement and, if the Rental Agreement is terminated, within one month after the Rental Agreement has been terminated, and the Lessee is required to settle any outstanding payment obligations and to return the keys to the Lessor at a date and time to be determined in consultation with the Lessor.

Removing the contents means that the Safe Deposit Box must be returned to the Lessor open, empty and in good condition.

A description of the condition of the Safe Deposit Box may be drawn up in the presence of the Lessee.

If the Safe Deposit Box is not emptied on time, if any outstanding payment obligations are not met or if the keys are not returned to the Lessor on time, the Lessor will be entitled to have the Safe Deposit Box opened in the presence of a civil-law notary or bailiff, provided notice of opening has been given by registered letter to the Lessee eight days in advance, and to have the contents of the Safe Deposit Box described by the civil-law notary or bailiff.

Any costs associated with the opening of the Safe Deposit Box and the replacement of the keys will be for the Lessee's account.

The contents of the Safe Deposit Box will be made available to the Lessee or the joint Lessees. The Lessor is entitled to charge the Lessee for the costs of keeping and maintaining the contents, which expressly includes the costs of storage. The storage costs are hereby set at the last applicable rental fee plus a surcharge of 25%, without prejudice to the Lessor's right to full compensation and to remove the contents of the Safe Deposit Box.

As stipulated in the Rental Agreement, the Lessor acquires a right of pledge (possessory pledge) on the goods. The Lessor is entitled to transfer the goods subject to the pledge to a third party designated by it, who will hold the goods for the Lessor as the pledgee. The right of pledge serves as security for all amounts that the Lessee owes to the Lessor.

The right of pledge will not lapse until the sale of the contents of the Safe Deposit Box that are pledged is done. As the pledgee, the Lessor is entitled to sell the contents of the Safe Deposit Box in the period after the Safe Deposit Box is emptied so that it can use the proceeds of the sale of such contents to settle its claims, including the costs incurred for selling the contents. Any excess in the proceeds of the sale will be paid into the bank account number indicated by the Lessee.

The Lessor will have no other obligations apart from physically storing the contents of the Safe Deposit Box.

If hazardous or harmful objects or substances, or objects or substances that may perish or deteriorate, are found in the Safe Deposit Box, the Lessor will take the urgent measures that it deems necessary. The Lessor will only be liable for these measures in the event of gross negligence or intentional fault on its part.

If the goods have a low monetary value (i.e., goods whose current market value is estimated to be less than €100), the Lessor will be entitled to destroy the goods. The costs of destruction will be for the Lessee's account. If there is cash in the Safe Deposit Box, the Lessor is entitled – without notifying the Lessee – to set off its claims against this cash and pay any surplus into the bank account specified by the Lessee.

On the assumption that a serious and unforeseen circumstance could jeopardise the Lessee's interests if urgent measures are not taken, the Lessor will be exempt from complying with the procedure outlined above. In that case, the Lessor may have the Safe Deposit Box opened at the Lessee's expense without prior notice and take all reasonable measures that the situation may demand. The Lessor will inform the Lessee of this as soon as possible.

## Contents of the Safe Deposit Box and liability

### Article 10

The Lessor only assumes the monitoring of the Safe Deposit Boxes.

The Lessor is not familiar with the contents of the rented Safe Deposit Box and is in no way liable for the contents of the Safe Deposit Box and the proper locking of the Safe Deposit Box.

The Lessee guarantees that the contents of the Safe Deposit Box consist exclusively of legal items and that the Lessee is not storing perishable or hazardous substances in the Safe Deposit Box. Immediately on the Lessor's request, the Lessee will show the Lessor the contents of the Safe Deposit Box with a view to proving that he/she is complying with this obligation. The Lessee will be liable to the Lessor for all loss of or damage to the Safe Deposit Box, its contents and to the premises where the Safe Deposit Box is located, as well as for the claims made by third-party and damages arising hereof, caused by him/her, or by his/her fault or negligence or that of his/her authorised representative, and that are due to a breach of his/her obligations under the Rental Agreement.

The Lessor reserves the right to have this loss or damage restored at the Lessee's expense.

The Lessee fully indemnifies the Lessor for all possible liabilities in relation with

the storage of 'illegal' goods. 'Illegal' goods means among others weapons, hazardous substances, and substances whose use or storage is forbidden. The Lessor cannot be held liable for the misuse of the Safe Deposit Box, for the misuse of keys, for the misuse of ID documents and/or other forms of misuse, unless the misuse is immediately recognisable and ascertainable without further investigation, and the absence of noticing such misuse would be a serious failing on the part of the Lessor.

The Lessee is insured under an insurance policy taken out pursuant to Article 11 of these General Terms and Conditions for the contents contained in the Safe Deposit Box under the conditions stated in Article 11. The Lessor cannot be held liable if the Lessee has not taken out additional insurance as referred to in Article 11 of these General Terms and Conditions.

Apart from what is covered by this insurance under the conditions stated in Article 11, the Lessor is not liable for any damage that may occur to the contents of a Safe Deposit Box, except in the case of gross negligence or intentional fault on the part of the Lessor or its employees or representatives. Any liability of the Lessor will be limited to the amount paid out by the insurance (see article 11) in the case in question, with a maximum total collective coverage of €120.000.000 for all Lessees. At the Lessee's request, the Lessor will make the applicable insurance policy terms available to the Lessee. If no payment is made pursuant to the above-mentioned insurance, the Lessor's liability per Rental Agreement will be limited to the invoice amount for the Rental Agreement in question for the previous contract year.

The Lessor will not be liable in the event of force majeure, which will in any case include the following: terrorism, armed conflict, civil war, insurrection, civil unrest, police actions, rioting or mutiny, execution of an order or regulation issued by any authority, nuclear reaction, regardless of how the reaction arose, flooding, earthquakes and other natural disasters.

The Lessor will only be liable for direct damages according to the provisions in this article and therefore not for immaterial damage, indirect damage, consequential damage, loss of profit or loss of savings that the Lessee may incur as a result of the loss of or the damage to the contents of the Safe Deposit Box, except in the case of gross negligence or intentional fault on the part of the Lessor or its employees or representatives.

## **Insurance**

### **Article 11**

The Lessor will take out an insurance against theft, fire and water damage for the contents of the Safe Deposit Box, based on a collective coverage of the contents of all Safe Deposit Boxes present at the location, with a total coverage of €120.000.000 and a maximum coverage per Safe Deposit Box as stipulated in the Rental Agreement. This insurance will be taken out primarily to cover any damages on behalf of the Lessee and then on behalf of the Lessor. If the Lessee requires more cover, the cover may be increased against payment of an additional fee. The possible amounts by which this coverage can be increased and the insurance premium payable for this, can be found on the most up-to-date Tariff list. If the Lessee requires even more cover, then he/she must take out an insurance of its own. The Lessor is entitled to increase the insurance premium after the end of the contract year, provided that the increase is notified to the Lessee no later than six weeks before the end of the contract year.

The terms of the insurance policy will be made available to the Lessee immediately upon request.

The terms of the insurance policy are assessed annually and may be adjusted annually. The Lessee will be informed of any changes via the usual channels at least six weeks prior to these changes coming into force. If a change is in disfavoured of the Lessee and the Lessee does not agree to that change, he/she is entitled to communicate his/her objection to this in writing to the Lessor within 30 calendar days of the date of the notification of the changes. In that case, the change to the terms of the insurance will only apply if the Rental Agreement is renewed (see Article 8 of these General Conditions). If the Lessee does not exercise this option, this means that he/she agrees to the changes.

In all cases, the Lessor's obligation towards the Lessee do not extend beyond arranging the above-mentioned insurance, except in the event of gross negligence or intentional fault on the part of the Lessor or its employees or representatives. Insofar as the Lessee has a claim against the Lessor, the claim will be limited to the actual payment made by the insurance company for the Lessee or for the Safe Deposit Box rented by the Lessee.

The Lessee must submit proof of the existence of the contents of the Safe Deposit Box and of their value on the date of the claim. This may be proved by all legal means, including assumptions that may arise from the submission of invoices, loss adjusters' evaluations, coupons, statements etc. The Lessee will avoid placing in the Safe Deposit Box any documents that may prove the existence of values or make it possible to identify them and to estimate their value.

## **Government actions**

### **Article 12**

The Lessor will never be liable to the Lessee in the event of governmental actions, provided the Lessor ought not reasonably doubt the lawfulness of the government's action. In the event of government action, whereby a Safe Deposit Box is broken open, the Lessee will be liable for the damages suffered by the Lessor as a result. Such damages will be set at the amount indicated in the newest Tariff list.

## **Civil status, contact details and disputes**

### **Article 13**

The Lessee is obliged to immediately inform the Lessor in writing of any change to his/her civil status (for instance marriage or divorce) and, if applicable, of the identity of his/her spouse, as well as of any changes to the Lessee's contact details.

The Lessor may always consider the contact details (address, telephone number and email address), as current and applicable and use them accordingly, until such time as the Lessee informs the Lessor of new contact details in writing.

The Rental Agreement and all other agreements to which these General Terms and Conditions apply are governed exclusively by the laws of Belgium. The courts of the place where the obligations are to be performed have exclusive competence for any disputes that may arise in relation with the Rental Agreement or the present General Terms and Conditions.

## Safe sizes

### CitySafes Belgium

Name	Size	Monthly price
Basic	4 × 24 × 44	€ 9,95
Standard	4 × 24 × 44	€ 15,95
Medium	9 × 24 × 44	€ 21,95
Large	19 × 24 × 44	€ 34,95
Extra Large	30 × 24 × 44	€ 48,95