

## **SAFETY DEPOSIT BOX & STORAGE LICENSE**

### **Terms and Conditions**

#### **1. Definitions**

<b>The Company:</b>	means Bullion Bourse Pty Ltd T/A Perth Bullion Company (PBC).
<b>Company Premises:</b>	refers to the premises at which the Licensee's safety deposit box is located.
<b>The Licensee:</b>	the "Primary Box Holder" and person who is party to this agreement
<b>Nominee:</b>	a registered person or persons nominated by the Licensee to act on the Licensee's behalf in a limited capacity.
<b>Box Holder / Holder:</b>	refers to the Licensee and or their appointed nominee/s.
<b>Primary Person:</b>	The primary box holder or licensee
<b>Personal Account:</b>	Means an account where the licensee has full control (open, change or close the box) and may nominate other persons to operate in limited capacity.
<b>Joint Account:</b>	Refers to an account where the Primary and secondary (nominated) person have equal rights to open, change, access or close the box. Either joint account holder may nominate a registered person/s to operate in a limited capacity.
<b>Storage:</b>	refers to a safety deposit box, secure document (envelope/satchel) storage, custom safe storage or locked box
<b>The box:</b>	Safety Deposit Box (SDB)
<b>Year:</b>	means the period from 19 Nov. each year to 18 Nov. the following year.

#### **2. Application**

Application for storage must be made on the Company's application form. The person applying for storage will be the Licensee, and must meet all requirements to open a safety deposit box. Self Managed Superannuation Funds/Trusts must provide all required information and documentation to set up compliant storage.

#### **3. Agreement**

The Licensee and the Company agree that the entire agreement is contained in this document and that the agreement is in force until such time as either party terminates the agreement.

No statements oral or otherwise made by the Company or any of its employees shall form part of this agreement.

A pricing schedule (as amended from time to time) sets out fees for storage, which forms part of this agreement.

The Licensee shall be liable for any Government taxes, charges or costs that may be levied on the safety deposit box/storage or use thereof from time to time, including but not limited to: any Goods and Services Tax, Stamp Duty or other Government taxes, charges or costs.

#### **4. Assigning Access**

The Licensee may grant permanent access to nominated person/s to operate the box/s in a limited capacity by registering them on the application form. Nominated persons must sign the Application form, and meet ID requirements prior to being granted limited rights as a Box Holder.



## PERTH BULLION COMPANY

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EMAIL: [info@perthbullion.com](mailto:info@perthbullion.com)

### 5. Temporary Access

Temporary access may be granted to persons authorised by the Licensee to act on the Licensee's behalf for a specific purpose such as a Lawyer, Accountant or Auditor. A written request providing advance notice will be required and must include the persons name, purpose of the access, duration, and the desired date and time. The person/s must produce a copy of the written request (from the Licensee) and photographic ID or they will be denied access.

**NB.** - Perth Bullion Company staff have the right to use other means to verify identity and reason for temporary access including phoning the Licensee where deemed necessary

### 6. Entry Conditions

Box Holders are required to make an appointment to access their box or an access fee will be payable. Valid photo ID must be produced at the time of the appointment or access may be denied.

Boxes will not be opened in the presence of any person that is not the Licensee or a registered nominee, as defined in this agreement, and all dealings will be under camera surveillance unless specifically requested otherwise by the Licensee.

The Company will take all reasonable steps to ensure that only the Licensee or the Licensee's nominee/s are provided access to the box.

### 7. Inventory

The Company will provide a contents sheet for each box to record both the inventory and the security seal number. Should the Licensee choose not to record the contents of the box on the 'Contents Sheet' the Licensee is encouraged to keep their own inventory for insurance purposes.

In the event that the Licensee chooses not to record the contents of the box on the Company's file, Perth Bullion staff will nevertheless record each box access and the security seal number on the contents sheet.

### 8. Access by Police or other Government Officials

In the event that the Police or other Government Officials of the State of Western Australia or the Commonwealth of Australia serve upon the Company a legal demand to immediately and urgently access the vault and/or its contents, or information held by the Company about the Licensee, the Company will comply with such a request. The Company shall not be held responsible or liable for any resulting loss, damage or consequential action suffered by the Licensee or any other attempt by the above named officials to access a Licensee's safety deposit box and/or its contents.

Information held by the Company about the Licensee will, at the Licensee's written instructions, be resisted and defended by the Company. The Licensee agrees to meet all costs and expenses incurred by the Company by so resisting and defending such a demand. If the Company attempts to contact the Licensee but is, for whatever reason, unsuccessful, the demand will not be resisted or defended.

### 9. Loss or Damage or Destruction to the Contents of any Safety Deposit Box.

The Licensee accepts all risks for storage of the contents of the safety deposit box. It is the sole responsibility of the Licensee to ensure that the contents have adequate insurance. The Company will exercise due care and diligence in safeguarding the vaults and the contents thereof, but shall not be held liable for any loss, damage or destruction to the vaults or the contents thereof, regardless of the cause. These include, but aren't limited to: burglary, theft, fire, explosion, water damage, natural disaster, electricity failure, interruption to or failure of services, civil unrest or military action, or any other reason including acts or omissions, deliberate or negligent on the part of the Company or persons under its control or third parties.



**10. SMSF/Trust**

The Company is required by law to obtain and retain copies of certain documentation where storage is leased on behalf of a SMSF/Trust. The Company is also required to collect and retain photographic identification which equals a minimum of 100 points for each director.

Statements of Holdings prepared for SMSF compliance/audit purposes are not included in annual license fees and will be charged separately, (refer to schedule of additional fees).

**11. ID**

It is a requirement that all persons who have access to a box under this agreement provide photographic ID which shall be kept on file and produce photographic ID each and every time the box is accessed.

**12. Fees**

All rental and insurance fees are due and payable in full prior to the commencement of the rental year. Late payment fees may be levied if fees are not paid in full by the due date.

Prorated fees will apply where this agreement is entered into on or after December 1.

Additional service fees will be charged where: (refer to schedule of additional fees)

- insufficient notice is given to access the box;
- where the box is accessed more frequently than the agreed schedule; or
- each time the Company handles a box where the weight exceeds the limit.

Fees are payable 12 months in advance and are not refundable on termination of the box.

**13. Notices**

If notice is required to be given by either the Licensee or the Company to the other party, it shall be deemed to be given if it is placed in writing and delivered to the other party. If notice regarding the Licensee's safety deposit box is required, the address of the Licensee appearing in the records of the Company shall be used as the proper address for the serving of the notice.

**14. Termination of Licence**

The Company and the Licensee may terminate this agreement by giving at least 14 days' written notice to the other party. In the case of notice to the Licensee, the Licensee's address appearing in the records of the Company shall constitute the proper address for service of such notice.

Upon termination of the agreement, the Licensee must:

1. relinquish (to the Company) the safety deposit box keys (if held by the Licensee);
2. pay any outstanding Licence or other fees payable; and
3. remove the storage contents on or before the effective termination date.

In the event that the Licensee upon termination of the licence fails to remove the contents and give up possession of the keys, the Company reserves the right to open the safety deposit box 90 days after the termination date and remove the contents, and to hold such contents until the licensee has paid all outstanding fees and any expenses incurred in opening the safety deposit box, changing its lock and key and for holding the contents from the safety deposit box.

**NB.** - Perth Bullion Company staff have the right to use any means necessary to verify the identity of any person wishing to close and remove the entire contents of any box.



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### 15. Disposal of Contents

The Company reserves the right to dispose of the contents of any safety deposit box which is opened pursuant to the immediately preceding paragraph by posting or delivering the contents to the last known place of address of the Licensee, or alternatively placing the contents in any other place for safekeeping by the Company. The Company shall be under no liability for the safety of the contents from the time of opening of the safe deposit box. The Company may in its discretion and without any further notice to the Licensee sell or dispose of the contents and apply the proceeds of sale firstly towards payment of any outstanding licence fees and other expenses and secondly refund any balance to the Licensee.

### 16. Key Deposit & Lost and Damaged Keys

A deposit is payable for the box keys which is refundable upon return of the safety deposit key or keys.

The Licensee must notify Perth Bullion Company immediately if keys are damaged, lost, stolen, or if they are held by any person who does not have authority to access the box.

The fee determined by the Company and published in the Company Rules for repairing, changing, altering and/or refurbishing any key or lock, or to replace any lost or inoperative key or lock, as a result of any loss or damage caused by the Licensee to the key or lock, will be paid in full by the Licensee to the Company.

*NB. The Company reserves the right to appoint a locksmith without consultation with the Licensee.*

### 17. Custom Storage

The Company may choose to store certain items or articles which are irregular sized or heavy, such as personal safes or other items of value. Fees will be calculated at the time of application.

### 18. The Competition & Consumer Act (2010)

The Licensee agrees that:

- a) no reliance is made on any warranty, statement or representation given, made or implied, by or on behalf of the Company;
- b) to the fullest extent possible at law, they waive any cause of action, legal rights or recourse they may otherwise have under or as a result of the Fair Trading Act 2010 (WA).

The Company's liability is limited to either:

- c) further supply of a safety deposit box equivalent to that undertaken by the Company as set out in the terms and conditions in this Agreement; or
- d) the payment of the cost for further supply of a safety deposit box equivalent to that undertaken by the Company, under the terms and conditions in this Agreement.

### 19. Restrictions

The Licensee agrees by entering this agreement to use the box for lawful purposes only, and agrees to store contents which: are not dangerous or hazardous; and do not conflict with any State or Federal law, statute or regulation. In addition, the Licensee declares that they have a legal right to all property stored and that the box will not be used to store the proceeds of crime or any item used in the commission a crime.

### 20. Complimentary Insurance (\$10,000.00 per box)

Perth Bullion Company has insurance in place for its liability under this agreement for claims and



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damages, including any costs and expenses incurred in connection therewith, which are, during the period of cover, sustained or discovered to have been sustained by reason of damage, destruction, theft, disappearance or physical loss by any cause, of gold, silver, diamonds, precious metals, jewellery, specie, cash, securities, bonds, certificates, bills of exchange or any other property or articles of intrinsic value, the property of customers and/or depositors or property entrusted by others to such customers, contained in safety deposit boxes lodged in the vaults including boxes leased to customers or not leased, and while such property or articles or boxes are in the said premises but temporarily outside the safe deposit vaults, for a period of 12 months, which time it is renewed.

The Company's Liability Policy covers the contents of all safety deposit boxes to the value of \$10,000.00; you (the Licensee or Box-holder/s) are not a party to the Liability Policy.

Claims can only be made against the Company's complimentary insurance, where box rental is current and paid up for the current period.

Individual certificates of currency will not be issued for complimentary insurance, the Company will however furnish a copy of the Certificate of Currency for the Company's Liability Policy covering all boxes for \$10,000.00 as proof of cover, where requested in writing.

### 21. Insurance

The Company is not an insurance provider and does not hold any Australian Financial Services (AFS) licence, you should consider obtaining your own financial product advice about the Liability Policy from a person who is able to give such advice under an AFS licence.

The Company does not receive payments (e.g. as sponsorship or in the form of rebates) from the issuer of the Liability Policy or any AFS licensee or their associates to arrange for the issue of a risk management product or for a person to be covered by an existing risk management product. If the Company does receive these payments, the Company will advise you of the amounts (if any) that will be paid to the person to be covered by the Liability Policy from those rebates or, if the amounts cannot be ascertained, general information about how the amounts will be determined.

The company will provide you with a copy of the Liability Policy Terms and Conditions upon written request, without charge and within reasonable time of the request.

The Company will take reasonable steps to promptly bring to your attention, if the cover:

1. will not take effect or be in effect for the entire period that has been represented to you; or
2. is, or is likely to be, cancelled or not renewed, unless the issuer of the Liability Policy has an obligation to do so under the terms of the Liability Policy.

The Company does not have to notify you if it reasonably believes that substantially similar risk cover applies, or will apply, for the relevant period under another risk management product.

The Company will provide a facility to you so that you may check, without charge that the Liability Policy has been issued to the Company and remains current.

The Company undertakes to you that in consideration of you paying the Fee and otherwise complying with the terms of this agreement, the Company will take reasonable steps to provide information about the status of the Liability Policy. The company will be liable for any loss or damages suffered by you by reason of the Company's failure to provide you with that information in accordance with its undertaking.

Additional cover can be taken out under the Company's Liability Policy where greater than \$10,000.00 liability cover is required.

The Company does not charge an administration fee in relation to costs reasonably incurred for arranging a Certificate of Currency in the name of the Licensee, specifying the level (amount covered) and box number where the cover exceeds \$10,000.



## 22. Accessing a Safety Deposit Box.

Per 12 month lease of a safety deposit box, the Licensee is entitled to access their box up to twelve times during that time period (conditions apply).

Any additional access will incur a fee, payable in full to Perth Bullion before accessing the box. (refer to schedule of additional fees).

NB. **Boxes weighing over 50kg** will not be handled by Perth Bullion Company more than four (4) times per year.

All access must be booked by phone or email ([info@perthbullion.com](mailto:info@perthbullion.com)) and confirmed by a staff member.

Notice periods are:

- one (1) business day for any safety deposit box not exceeding 50kg;
- two (2) clear business days for any safety deposit box weighing in excess of 50kg; and
- three (3) business days for extra large boxes

Appointments may only be booked 9:30am to 4:30pm Monday to Friday excluding public holidays.

Weight Limits apply on Safety Deposit Boxes.

All boxes have a strict limit of 100kg per box. An additional safety deposit box must be leased if a customer wishes to place further items beyond this weight limit.

\*Boxes weighing over 50kg will not be handled by Perth Bullion Company more than four (4) times per license period.

I, \_\_\_\_\_ the Licensee (as defined herein) **understand and accept as binding, the Terms and Conditions contained within this document, inclusive of any and all appendices and attachments.**

PRINT NAME: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNATURE: \_\_\_\_\_

Schedule of additional fees and penalties per event:

- |  |         |
|--|---------|
| 1. Failure to provide notice to access box:.....               | \$25.00 |
| 2. Over access fee (accessing box greater than schedule):..... | \$25.00 |
| 3. Overweight large boxes (over 100kg):.....                   | \$50.00 |
| 4. Simple Statement of Holding preparation (SMSF):.....        | \$30.00 |
| 5. Involved Statement of Holding preparation (SMSF):.....      | \$50.00 |





**Appendix 1. Forms of Identification.**

**NOTE:** ID must either be an original which is sighted and copied by a Perth Bullion staff member, or be an original certified copy of the original document. Certified copies can only be accepted in hard form (ie by post).

**Primary identification documents are described as the following:**

- An Australian passport (which has not expired for more than two years);
- A current Document of Identity issued by the Department of Foreign Affairs and Trade;
- A current overseas passport;
- An Australian citizenship or naturalisation document or immigration papers issued by the Department of Immigration and Citizenship;
- An original or certified copy of a birth certificate (not an extract);
- A consular photo identity card issued by the Department of Foreign Affairs and Trade;
- A photographic licence issued by an Australian driver licensing authority;
- A Western Australian Proof of Age card (not an 18+ card);
- Permanent Resident Evidence card (issued by Department of Immigration & Citizenship);
- Evidence of Immigration Status card (issued by Department of Immigration & Citizenship).

**Secondary forms of Identification are described as the following:**

- A State or Commonwealth Government employee photo identity card;
- A current entitlement card issued by a Commonwealth Government Department (e.g., a Medicare card, Centrelink Basics Card);
- A current credit card or ATM card from a financial institution;
- A passbook or account statement from a financial institution not more than 12 months old;
- A telephone, gas or electricity account not more than 12 months old;
- A water or local rates notice or land valuation notice not more than two years old;
- Evidence of electoral enrolment not more than two years old;
- Armed Services discharge papers not more than 12 months old;
- A certificate or statement of accomplishment or enrolment from a recognised educational institution;
- Centrelink Pensioner Concession Card;
- Centre link Health Care Card; or Centrelink;
- Commonwealth Seniors Health Card;
- Department of Veteran Affairs pensioner concession card;
- Department of Veteran Affairs repatriation health care card;
- Current photographic Australian Police identification card;
- Current Photographic Australian Defence Force identification card;
- Current residential tenancy agreement;
- Photographic student identity card (WA only);
- Current High Risk Work Card issued by Worksafe; Dangerous Goods Security Card.

