

AGREEMENT NO.
LOCKER NO.
KEY NO.

The Manager
Himalayan Bank Ltd.

..... Branch

Date :

APPLICATION FOR SAFE DEPOSIT LOCKER

Dear Sir,

Please rent me/us a safe deposit locker ofsize, at your branch. I/We hereby authorize you to debit my / our Saving/
Current A/C No. for the annual rental fee of Rs and key deposit of Rs.

Standing Instruction:YesNo.

Please arrange to record the standing instruction that upon maturity the locker be renewed unless instructed otherwise and debit the annual rental fee from my/our account as mentioned above.

Locker Operation Instruction:Single (Any One)Joint by below signatory(ies):

1. Name:

Grandfather's Name :

Father's Name :

Spouse's Name :

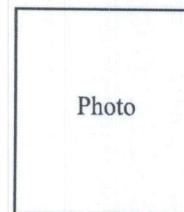
Address :

Phone No.

Mobile No:

E-mail Address:

Password:



Photo

Signature

2. Name:

Grandfather's Name :

Father's Name :

Spouse's Name :

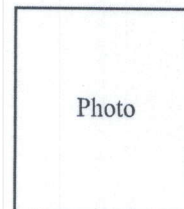
Address :

Phone No.

Mobile No:

E-mail Address:

Password:



Photo

Signature

Nomination Format for Joint Locker-holder(s) (Either or Survivor)

We,
(full name & address)

and
(full name & address)

nominate the following person to whom in the event of death of one or more of us,

Himalayan Bank Limited,branch
(name & address of of branch/office in which the locker is situated)
may give access to the Locker and liberty to remove the contents of Locker, particulars where of are given below, jointly with the survivor (s) of us.

Details of Nominee (s)

Name, Address & Contact No.	Relationship to hirer	Age	Nominee's date of birth (if minor)

Guardian details (if nominee is a minor)

.....
(name & address)

Name (s), Address (s) & signature (s) of witness (es) *

*Only in case of thumb impression / vernacular declaration

Nominee Details (Single hirer)

I/We hereby nominate.....grandson/granddaughter
of..... son/daughter of.....to
receive all contents of above locker rented to me/us in your Bank in the event of my death.

Nominee's relation to me :

Nominee's contact no.:

Nominee's address:

If the nominee is a minor at the time of my death, I appoint.....son/daughter
of having contact no.and
address.....to receive all the contents of above locker as guardian of and
on behalf of the nominee.

Signature(s) of the applicant(s)

Terms and conditions for Safe Deposit Locker

1. The locker-holder shall have access to the locker only on the Bank's working days and during Bank's business hours. The Bank shall have the exclusive right to fix the hours of opening and closing of the lockers and the said hours may be changed by the Bank from time to time without prior notice. The locker will be closed on Bank/public holidays. However, the Bank may allow access to locker for limited period during holiday counter operation wherever the Bank operates such holiday counter. Generally, such access to locker will be allowed during festive season and the operation of locker on such holidays will be at the sole discretion of the Bank.
2. The locker shall be rented for a period of one year in the first instance. If any intimation for discountinuanace of locker is not received from the locker holder before or at the expiry date, the locker shall be considered renewed and locker rent will be directly debited from the account.
3. All fees, charges and a key deposit payable to the Bank by the locker-holder shall be directly debited from his/her account. The locker-holder agrees and authorize the Bank to debit his/her account for the annual rental fee and key deposit amount as per size/specification of the locker. The annual rental fee and key deposit amount will be as per "Schedule of Fees & Charges" published by the Bank from time to time which can be viewed from Bank's website www.himalayanbank.com.
4. All fees and charges for the locker are payable in advance. The Bank reserves the right to deny access to the locker in the event the fees and charges have not been paid when due whether demanded or not.
5. The locker-holder shall have no right of property to the locker but only the right to use it and access it during the subsistence of the agreement in accordance with the conditions set forth herein.
6. The locker-holder shall not assign or sublet the locker or any part of it, nor shall use it for deposit of any inflammable, combustible, perishable or illegal item or anything of a explosive, dangerous or offensive nature or such item as may become a nuisance to the Bank. The Bank reserves the right to inspect the contents of the locker.
7. The locker shall not be used for any purpose other than for the deposit of documents, jewelry or other valuables.
8. The Bank shall not incur any liability or responsibility in the event of partial or complete loss or destruction of or damage to any articles, documents, securities or valuables in the locker due to any reason whatsoever not reasonably under the Bank's control including theft, fire, accident etc.
9. Either party may terminate the agreement by giving the other party seven days notice in writing. The key of the locker shall be delivered by the locker-holder to the Bank within banking hours.
10. Any change in the address, contact number or constitution of the locker-holder should be immediately communicated to the Bank in writing in person. The post office and other agents for delivery shall be considered agents of the locker-holder for all delivery of letters and no responsibility shall be accepted by the Bank for any delay, non-delivery, etc.
11. The Bank shall be at liberty to break open the locker if the rental fee is not paid even after issuance of three reminder letters or upon breach of any of the conditions of this agreement by the locker-holder, provided always that any such forcible opening of the locker shall be done by the Bank only in the presence of representative of local Government Authority and District Administration Office. After such forcible breaking, an inventory of the contents therein shall be made and the contents shall be kept in a locker or a place as the Bank may think fit at a charge double the rental fee or the contents shall be sold without any notice or reference to the locker-holder and the sales proceeds shall be utilized towards settlement of the outstanding rent and other dues.
12. The locker-holder must keep the key of the locker in safe custody at all times. The locker-holder should not divulge the number of the key and the password and not deliver the key to any person other than his/her duly authorized agent. The locker-holder shall not make any duplicate of the key provided by the Bank. In case, the bank found the key to be duplicate or other than the one provided by bank, access to the locker will be denied and the locker needs to be break open at the full expenses of the locker-holder.
13. If the key of the locker is lost, the Bank should be notified immediately. All charges incurred on breaking open the locker and replacing a fresh lock and key shall be paid by the locker-holder.
14. The locker must not be left unlocked at any time.
15. All repairs required to be done on the locker, locker door, etc. shall be carried on exclusively by workmen appointed by the Bank.
16. For reasons of urgent necessity or otherwise which may make the opening of the Safe Deposit Locker Department unsafe or inexpedient, the Bank reserves the right to close the Safe Deposit Locker Department for such a period of time as it may consider necessary.
17. The authorization to operate locker will enable the authorized agent to operate the locker as fully as if it stood in his name alone. Either of locker-holder or authorized agent may have access alone, may surrender the locker without liability to the other.
18. In the event of the death the locker-holder, the contents of the locker shall be given to the nominee upon presentations of required documents. The contents should be inventoried and a signed copy thereof shall be retained by the Bank for record.
19. In case of a joint locker account with specific, instruction of 'either or survivor' and in the event of death of one of the locker-holders, the contents of the locker shall be given to the survivor or survivor with nominee as a lawfully appointed nominee, provided the Bank is duly notified of the death of the locker-holder.

20. The access to locker will be denied in case of any direction/instruction is received for freezing of locker from a competent government authority having statutory power.
21. The Bank reserves the right to amend these terms and conditions and alter the rental fees at its absolute discretion without prior notice and such amended or altered terms and conditions or fees shall be deemed to be binding on all the locker-holders with immediate effect.

22. Disclaimer:

The Bank will, in no way, be responsible / liable for the contents kept in the locker by the locker-holder / hirer. In case of theft, burglary or similar unforeseen events, action will be initiated as per law.

23. Force Majeure:

The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations contemplated hereunder if performance is prevented, hindered or delayed by a force majeure event (defined below), and in such case its obligations shall be suspended for so long as the Force Majeure. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitation, unavailability of any communication system, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, earth-quake, flood, explosion, natural disaster or other "Acts of God", war, damage to the Bank's facilities or of its office premises, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the system getting affected by any malicious, destructive or corruptive code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc., which prevents it from performing its obligations within the specified service delivery parameters.

I/We have read and understood the Bank's terms and conditions regarding the safe deposit locker and shall abide and be bound by the terms and conditions of Himalayan Bank Ltd. and Nepal Rastra Bank. In the event of my/our failure to abide by the said terms and conditions, I/we shall bear the damages or consequences arising therefrom.

I/We hereby acknowledge receipt of Key no.....for Locker no.....

Signature(s) of the Applicant(s)

Name(s):.....

A/c No.:

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Date:

For Bank's Use Only:

Recovered Locker Fee: Rs.

Recovered Key Deposit: Rs.

Signature of Locker Official:

Date: