

Branch: \_\_\_\_\_ Date: \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ in the parish of \_\_\_\_\_ ("hereinafter referred to as the Client") and **Sagicor Bank Jamaica Limited** with registered offices at 17 Dominica Drive Kingston 5 in the parish of St. Andrew (hereinafter referred to as "the Bank").

The Client has requested and the Bank has agreed to provide certain Depository Services based on the terms and conditions contained herein.

**Now therefore**, in consideration of the above premises, other valuable consideration the sufficiency of which is accepted, the parties hereby agree as follows:

1. The Client agrees to utilize the services identified from the list below:

Check type(s) of Depository Service(s) desired:

- Night Depository Processing Services [Service Provider (Guardsmen)]
- Day Depository Processing Services [Delivery to Service Provider (Guardsmen)]
- Night Depository – To be processed by branch.

2. The Bank may at the request and cost of the Client, provide the Client with Tamper Evident Self-Sealing plastic bags as well as a key to the head door of the depository chute and such other things as may be necessary to enable the Client to access the Depository Services.

3. Clients who choose not to utilise Tamper Evident Self-Sealing Plastic bags provided by the Bank at a cost, must use containers, which comply with the specifications detailed at 3(a)-(c):

- (a) Tamper Evident Self-Sealing Plastic bags must be at least 4 millimetres thick;
- (b) Where the chute is being utilised, the size of the bag used must be at least 7 inches (7") by 10 inches (10") and not exceed twelve inches (12") by sixteen inches (16");
- (c) The bags must have an indelible and unique identifier or a name tag.

4. The keys provided by the Bank, shall remain the property of the Bank and are returnable by the Client upon the Bank's demand or upon termination of this Agreement. The Client hereby warrants to keep keys to the doors in good condition, safe custody, fair wear and tear excepted. The bags presented to the Depository Service Provider (Guardsmen) for Depository Services shall be free from tampering, properly labelled, sealed and free from any defect that can compromise the safety of the contents of the bags. The Depository Service Provider (Guardsmen) reserves the right to refrain from opening bags that appear to be defective and/or have been tampered with.

5. The **Day Depository Processing Services** shall only be used by Security Agents of the Client to facilitate the delivery of sealed bags to the depository processing provider (Guardsmen) during stipulated hours.

6. The Client shall not place or use in the depository of the Branch, any equipment or articles other than bags or keys furnished by the Bank or such other equipment as may be specifically authorized by the Bank. The Client further undertakes to place in the bag(s) only cash, bills, notes, cheques or other negotiable instruments. The Client shall not place in the bag(s) any lodgement for accounts to which the Client is not named as account holder or for any Client who is not a party to the applicable Depository Services Agreement.

# Night/Day Depository Services Agreement

## 7. In relation to all Depository Services:

### (a) The Client shall:

- (i) The Depository Services, Keys and bags shall only be used by the Client or its employees and duly authorised agent. The client hereby warrants that it is responsible for the acts and defaults of its employees and agents and shall ensure that its employees and agents have shall be advised of the terms and conditions of this Agreement.
- (ii) securely seal the bag(s) before placing it/them in the depository or before delivering same to the Bank or its authorized agent.
- (iii) ensure that where the depository is used and the bag has cleared the chute, that the outside door of the depository is firmly closed and the key withdrawn after each use;
- (iv) immediately notify the manager of the Branch of any loss or damage of the keys and of any unusual condition or defect of the depository which comes to the attention of the Client.

### (b) The parties acknowledge and agree that:

- (i) The Client's couriers are the authorized agents of and shall be remunerated by the Client.
- (ii) The Bank does not carry insurance on the contents of bags placed in the depository or otherwise, and is not liable to effect such insurance coverage.

## 8. In relation to **all Depository Processing Services**, the following shall apply:

- (i) The Client authorizes any person designated by the Bank to act as the authorized agents of the Client to do the following:
  - a. remove the bag(s) from the depository or to accept the delivery of the bags.
  - b. where applicable, transport the bag(s) for processing away from the Branch.
  - c. open the bag(s) and count the contents thereof.
- (ii) Unless and until the contents of the bag have been accepted by the appropriate employee of the Bank or its authorized agent for deposit and processing, the bag and its contents shall remain at the Client's sole risk without liability on the Bank.
- (iii) The Bank or its authorized agent shall not process or accept any bag, which is not securely sealed, or which has evidence of tampering, and the Bank takes no responsibility for discrepancies in bag deposits that are not so sealed and or tamper free.
- (iv) All items, bills, notes or cheques included in the bag for deposit and processing must be itemized by the Client on the Bank's deposit slip which must also be included in the bag and signed by the Client. The Client agrees to include the information requested on the face of the bag.
- (v) The deposit slip shall also indicate the designated account of the Client to which the deposit is to be made. The Bank reserves the right and at its sole discretion to decide whether to process the contents of any bag if a properly itemized and signed deposit slip is not included in the bag. The Bank shall not be obliged to process any item which has not been included or specified on the deposit slip. The Bank shall not be obliged to process any lodgment on the deposit slip to which the Client is not named on the account(s) as account holder.
- (v) Whenever the Bank or its authorized agent accepts the contents of a bag for deposit, the deposit will be made to the:  
Client's account(s) as designated on the deposit slip as follows:
  - a. in the case of **Night Depository Processing Services**, the banking day following the deposit of the bag in the chute;
  - b. in the case of **Day Depository Processing Services**, where the bag is received before 2:00 pm on a banking day, on the same day the bag is received by the Deposit Processing Provider (Guardman);
  - c. in the case of **Day Depository Processing Services**, where the bag is received after 2:00 pm, on a banking day on the next banking day.
- (vii) Nothing herein contained shall be construed as permitting the Client to draw against any item, bills, notes or cheques contained in the bag until same has cleared in the ordinary course of business in keeping with the Bank's procedures.
- (viii) The Client or its authorized agent appointed for the purposes should take delivery of any items returned not credited to the account(s) of the Client.

9. The Client may from time to time by written notice to the Bank, on the form designated by the Bank, appoint one or more persons, each of whom acting alone (if more than one) shall be the authorized agent of the Client for the purposes of this Agreement. The authority of each person so appointed shall continue in effect until written notice to the contrary is received and acknowledged in writing as received by the manager of the Branch.

10. The Bank's records with respect to whether use has been made of the depository and the Bank's count or determination of the contents of the depository at any time or of the contents of any bag as the case may be shall be conclusive and binding upon the Client.

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11. The use of the Depository Services shall be entirely at the Client's sole risk and whenever a bag is placed in the depository of the Depository Service Provider (Guardzman) or is delivered to the Depository Service Provider, the Bank is deemed to be holding same for custody only and the ordinary relationship of Banker and Client shall not arise until the employees or officers of the Service Provider, in accordance with expressed authorities herein, shall have opened the bag and processed the contents thereof in the ordinary course of business.
12. The Client agrees to exercise due care in using the Depository Services having sufficient regard for himself, other users of the Depository Services and any other third party on or in the vicinity of the premises of the Branch. The Bank has no obligation to provide security for the Client making use of the Depository Services.
13. The Bank shall not be liable for any loss whatsoever, including any financial loss, damage to property or bodily injury, sustained by the Client or its authorized agent by reason of the Client's use of the Depository Services herein, the bags, the contents of the bags, or any unauthorized items in the bags, or any breach by the Client or its agent of any terms hereof. The Bank's liability to the Client under this agreement is limited to the Client's actual damages directly caused by the wilful and/or gross misconduct of the Bank, its employees or its authorized agents. In no event shall the Bank be liable for:
  - I. any indirect, special or consequential loss or damages suffered by the Client even if advised of the possibility of same or;
  - II. loss or damage resulting from any cause beyond the reasonable control of the Bank, its employees or authorized agent;
  - III. any loss or damages suffered by the Client where the Client uses the bag(s) for lodgments to account(s) to which the Client is not named on the said account(s) as account holder.
14. The Client agrees to indemnify the Bank, its employees, servants and/or authorized agents against any loss whatsoever, including but not limited to financial loss whether direct or indirect, damage to property or bodily injury, including loss injury or damage to third parties sustained by reason of the Client's use of the Depository Services herein or any breach of the terms herein, the handling by the bank of bags provided by the Client, the placement of the said cash, bills, notes, cheques or other negotiable instruments or any unauthorized property by the Client, any loss, damage, costs or expenses arising directly or indirectly out of the Client's loss, misplacement, damage or destruction of any of the said keys or any such thing provided to the Client in relation to the service.
15. The Client agrees and undertakes to pay such fees charged by the Bank for use of the Depository Services from time to time and acknowledges that all such fees charged are payable in advance and are non-refundable. The fees chargeable by the bank shall include the service charge for the facility.
16. The Client shall not loan, transfer or duplicate any bag(s), key(s) or other equipment furnished for its use by the Bank pursuant to this Agreement without the written consent of the Bank first had and received. The Bank's permission to the Client to use the Depository Services is not transferable or assignable in part or in whole by the Client.
17. The Bank may, without being liable for any loss resulting therefrom:
  - I. withdraw the depository at the Branch from use or suspend the Depository Services at any time without notice;
  - II. terminate this Agreement and the Client's use of the Depository Services upon giving seven (7) days' written notice sent by registered mail addressed to the last known address of the Client according to the Bank's records;
  - III. immediately terminate the Agreement, without notice, in the event that the Bank is of the opinion that criminal activity is taking place or there is a reasonable suspicion that criminal activity is taking place in the use of the Depository Services.
18. The Client may terminate its use of the Depository Services, at any time, by seven days' notice in writing. The Client agrees that upon termination the Client shall immediately return keys and any other item provided by the Bank under the agreement to utilise the Depository Services, subject to any liability outstanding, accruing and owed to the Bank before such termination.
19. The Bank reserves the right to change the terms of this Agreement without prior notice to the Client. The Bank may give notice of any change to this Agreement by posting or displaying the notice at the depository, or at such other place on the Bank's premises, or by notifying the Client that the Client may obtain a copy of the change or changes at any branch of the Bank.
20. Any notice to be delivered under this agreement must be in writing and delivered to the other party herein by post, hand or registered post, at the addresses stated herein or electronic mail. Any notice sent by post shall be deemed received four (4) days after the date of mailing. Any Notice delivered by hand is deemed received on the date of receipt. Notices sent by email shall be effective upon oral or written confirmation of receipt.

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- 21. "Banking days" and "banking hours" respectively shall mean any day (excluding Saturday, Sunday or any holiday) or time during which the Bank is open for business at the Branch.
- 22. Where the context admits, the singular shall include the plural, and the neuter gender shall include the masculine and feminine genders.
- 23. No waiver of any of the covenants, conditions, terms or obligations in this Agreement shall be construed as a waiver of any succeeding breach thereof or of any such term and no delay or omission by either party to exercise any right accrued through the fault of the other shall be construed as a waiver of or shall impair such right.
- 25. The Bank may assign this agreement to its successors and assigns without the permission of the Client and this Agreement shall enure to the benefit of and be binding upon administrators, successors and assigns of the Bank.
- 26. This agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written agreement, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement save for any representation made fraudulently.
- 27. If any provision or portion thereof, of this Agreement is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 28. The Client shall keep a copy of this Agreement and by its signature below hereby acknowledges receipt of a copy of this Agreement and the key(s) specified in the Schedule below.

By its signature the Client hereby agrees that it has read and understood the foregoing provisions and agrees to be bound thereby. The Client acknowledges receipt from the of Sagicor Bank Jamaica Limited, on the \_\_\_\_\_ day of \_\_\_\_\_, key No(s)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date (dd/mm/yyyy)



\_\_\_\_\_  
Witnessed by (name in blocked letters)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation