



## TERMS AND CONDITIONS FOR RENTAL OF AL RAJHI BANK'S SAFE DEPOSIT BOX

**IMPORTANT:** Customer is required to read and understand these Terms and Conditions before completing the Application Form.

### 1. STANDARD TERMS AND CONDITIONS

#### 1.1. Application and Relationship with Specific Terms and Conditions

These terms and conditions apply to the rental of Safe Deposit Box with Al Rajhi Banking & Investment Corporation (Malaysia) Bhd [Company Registration No. 200501036909 (719057-X)] (hereinafter referred to as "the Bank")

#### 1.2. Applicable Shariah Contract

The applicable Shariah contract shall be the contract of Ijarah, in specific the category of Al-Ijarah 'Ain being a lease/hiring to utilize the Safe Deposit Box against a consideration being the agreed rental which shall be made known and agreed to by both parties involved over a mutually agreed period and any further variations as may be notified in writing by the Bank.

#### 1.3. Purpose

The Bank agrees to let and the Hirer(s) agrees to hire the Safe Deposit Box subject to this terms and conditions.

#### 1.4. Definitions

**Accounts** means all or any account of the Customer with the Bank;

**Bank's Rules and Regulations** means the Bank's general rules and regulations governing the facilities and services provided by the Bank and the accounts that are or may from time to time be made available or opened by the Bank for the Bank's customers as may be prescribed or Stipulated by the Bank from time to time and as approved by Shariah Board of the Bank;



<b>Business Day</b>	means a day (other than Saturday, Sunday or a public holiday) on which financial institutions licensed under the Islamic Financial Services Act 2013 are open for business in Kuala Lumpur, Malaysia;
<b>Box</b>	means the Bank's Safe Deposit Box agreed to be hired by the Hirer(s);
<b>Hirer(s)</b>	means where there is one (1) Hirer a party hereto or where there are more than one (1) Hirer the parties hereto;
<b>Rental</b>	means the annual rent payable in advance for the hire of the Box
<b>Shariah Principles</b>	means the Islamic principles of banking and finance as adopted and approved by the Shariah Board of the Bank and by the Shariah Advisory of Bank Negara Malaysia.

## 2. RENTAL OF BOX

To hire a Box, the The Hirer(s) shall maintain either a savings or current account for the duration of rental of the Box. In the event the Hirer(s) savings or current account is closed, this Safe Deposit Box Account shall be forthwith terminated. Hirer(s) will also be required to pay the Rental in advance together with a deposit payment for the Box key(s) and one year of Annual Rental which is indicated in Appendix 1. The Bank may, at its discretion and from time to time increase or vary the Rental for the Box.

Payments for the Rental shall be made via direct debit from the Hirer(s)'s Accounts. The Bank is hereby authorised at any time to debit from any of the Customer's Accounts maintained with the Bank towards payment of the Rental subject to written notification to the Customer.

These Terms and Conditions shall not confer on the Hirer(s) any greater or other interest than a license to use the Box during the term of hire for the deposit of articles of a suitable nature.

These Terms and Conditions will not provide the Hirer(s) any advantages or exceptions unless as a licensee to utilise the Box during the rental period for the safe-keeping of the Hirer(s)'s items in line with its nature according to these Terms and Conditions.

The Bank shall not be deemed to become a bailee of the contents of the Box or any part thereof, nor shall it be affected by notice of any trust or equity attaching to such contents or any part thereof. Subject to Clause 8 hereof, the nature and value of such contents shall be of no concern of the Bank.

The Bank shall not be liable to provide guarantee on the contents of the Box or any part of it, and



shall not be involved in the existence of any trust notices or equity attached together with the contents of the Box or any part of it.

### 3. ACCESS TO BOX

- 3.1. The Hirer may have access to the Box on any working day during the normal banking hours of the Bank on his signing an application for such access but the Bank will not be bound to allow such access if the signature or the thumb print of the Hirer is not verified to the satisfaction of the Bank; and the Bank shall not be responsible for any loss or damage arising from the Bank refusing to give access to the Box by reason of the Bank not being satisfied as to the genuineness of the signature or the thumb print. The Bank may also refuse to allow access to the Box if the Rental is in arrears and unpaid (unless and until the Bank has received express notice of the termination of the hire) or any sum is due and owing to the Bank from the Hirer under these Terms and Conditions.
- 3.2. Only the Hirer(s) shall be permitted access to the Box allocated. Hirer(s) are not allowed to sub-rent the Box or any part thereof to another party.
- 3.3. In the case of joint Hirer(s), the operations of the Box shall be as provided by the mandate given by the joint Hirers to the Bank. The maximum number of Hirers are two (2). If any one of the Hirer(s) informs the Bank of a dispute among them in writing, the Bank may treat this information as notice of termination in which case any subsequent access to the Box will require the instructions of all the joint Hirer.

### 4. KEYS

- 4.1. Each Box shall have two (2) sets of keys, namely the A key(s) which shall be kept by the Bank and B key(s) [a set of two(2) keys each] which shall be delivered to the Hirer(s) on payment of the Rental and the key deposit as shall be required by the Bank.
- 4.2. The Hirer(s) undertakes to keep the B key(s) in his care, custody and possession.
- 4.3. The Hirer(s) undertakes not to make nor cause to be made any duplicate of the B keys to the Box under any circumstances whatsoever and the Bank reserves the absolute right to confiscate any duplicate B keys which may come to its knowledge or possession.
- 4.4. If any of the B key(s) is lost, stolen or misplaced, the Hirer(s) shall immediately report such loss or theft or misplacement to the Bank and the Bank shall request that the Hirer(s) bear the cost of replacement of a new set of the B key(s). In the event that the lost and/or stolen and/or misplaced



key(s) to the Box is subsequently found or retrieved, the Hirer(s) undertakes to return them to the Bank forthwith. However, the cost to replace the new set of B key(s) which had been paid will not be refunded to the Hirer(s).

4.5. Unless and until the Bank is duly notified of the loss of the B key(s), the Bank shall not be responsible for any loss or damage resulting from the Box being opened and the contents removed by any person producing the key and impersonating the Hirer(s). All necessary repairs to the lock or B key(s) shall be carried out exclusively by workmen nominated by the Bank. The expenses arising from the loss of the B key(s) and of any repairs arising from other than the ordinary and reasonable use of the Box, (including the cost of a new lock if required) shall be borne by the Hirer.

## **5. NOT TO DEPOSIT ANY NON PERMISSIBLE BY SHARIAH, LIQUID OR ANYTHING OF AN EXPLOSIVE, DANGEROUS, ILLEGAL, OFFENSIVE, NATURE, ETC**

5.1. Each Box shall have two (2) sets of keys, namely the A key(s) which shall be kept by the Bank and B key(s) [a set of two(2) keys each] which shall be delivered to the Hirer(s) on payment of the Rental and the key deposit as shall be required by the Bank.

5.2. The Hirer(s) shall not use or permit the Box to be used for the deposit of any articles or documents not permissible and clearly prohibited by Shariah or under the law.

5.3. The Hirer(s) shall not use the Box as storage for items in the form of liquid or anything of an explosive, dangerous or offensive nature, or any items considered illegal to be used or kept under the court of law, or anything which may become a nuisance or disruption to the Bank.

5.4. The Hirer(s) will on demand permit the Bank to inspect the contents of the Box for the purpose of ensuring that the condition under this Clause 5 is being complied with, failing which and upon the Bank suspecting that the Hirer has breached this clause, the Bank shall be entitled to open the Box by force if necessary, in which case the Bank shall not be responsible for any damage direct consequential or otherwise arising from the opening of the Box by force

## **6. TERMINATION**

6.1. The Bank shall be at liberty to provide one (1) month's notice in writing to the Hirer(s) to terminate these Terms and Conditions:-

- (a) if the Rental is in arrears and remain unpaid for one (1) month after the due date;
- (b) if there is any breach or non-observance or non-performance of any of these Terms and Conditions clauses on the part of the Hirer(s);
- (c) when the Bank issues to the Hirer a one (1) month's notice in writing to terminate these Terms & Conditions for any reason whatsoever.



- 6.2. In cases of such termination under Clause 6.1 (a) and (b) above, the Bank shall be entitled to the Rental up to the effective date of the termination of these Terms & Conditions.
- 6.3. In cases of such termination under Clause 6.1(c), the Bank shall only be entitled to a portion of the Rental up to the date of termination and if the rental for the current year has been paid, the remaining pro-rated portion shall be refunded by the Bank to the Hirer(s).
- 6.4. Upon the termination of these Terms & Conditions, all the items deposited in the Box shall be removed by the Hirer(s) and the B key(s) returned to the Bank. The receipt of the B key(s) will be acknowledged by the Bank when returned to the Bank and the Bank shall refund the key(s) deposit to the Hirer(s) if there are no Rentals outstanding. If there are Rentals outstanding, this can be offset with the key deposit paid to the Bank for the B key(s). (Refer to Appendix 2 for proportionate rental calculation)
- 6.5. If the contents of the Box are not removed by the Hirer(s) or the B keys are not returned to the Bank on or before the effective date of termination of this Terms & Conditions, the Hirer(s) shall be liable to pay to the Bank the monthly rental from the date of the termination until the contents of the Box is removed and the B key(s) returned to the Bank.
- 6.6. In the event the B keys are not returned to the Bank within six (6) months from the effective date of termination of this Terms & Conditions, the Bank shall have the right at any time thereafter, to force open the Box and if the Bank deems fit to break the seal of any packet or receptacle in the Box and open or force open any locked receptacle without being responsible for the loss or damage occasioned.

## 7. DISCLOSURE

You hereby irrevocably agree that information of the Account, the conduct thereof and related information thereto, and information on any prospective accounts, facilities and services which you may open with or obtain from us from time to time, may be:

- i. disclosed to any person we consider necessary for purposes related to the provision of the Account or facilities, or the operating procedures of the Bank (which shall include any accounting, client relationship or risk management functions), including and without limiting to any member of Al Rajhi Bank's group of companies, service providers, strategic business partners or any other third party
- ii. where relevant, disclosed or shared with any bureaus or agencies established or to be established by Bank Negara Malaysia (including Central Credit Reference Information system or "CCRIS") or by other regulatory authorities, central depository or depository agent in relation to the securities



industry;

- iii. disclosed to any potential assignee, guarantors and/or security providers (prospective or otherwise) and any person the Bank believes in good faith to be tendering payment for monies on your behalf; and
- iv. disclosed to such other person or persons as may be required by law.

In respect of the Customer's personal data (as defined under the Personal Data Protection Act 2010), the Bank may disclose such information to such third parties as provided in the Bank's Personal Data Protection Notice as served to the Customer and/or as consented by the Customer and/or as allowed by allowed.

## **8. ANTI MONEY LAUNDERING, ANTI TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT, 2001("AMLA")**

The Hirer(s) represents and warrants that:

- i. unless and until the Hirer(s) notifies the Bank to the contrary in writing:
  - (a) the Hirer(s) is the Account holder;
  - (b) no person other than the Hirer(s) has or will have any interest in the Account; and
  - (c) all monies which will be credited into or debited for the rental of the Account shall come from a lawful source of activity and not unlawful activities, as defined under the AMLA.
- ii. on notification that the Hirer(s) is an intermediary for other persons:
  - (a) the Bank may require, and the Hirer(s) agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Hirer(s), which copies may thereafter be retained by the Bank;
  - (b) the Hirer(s) further declares and certifies that the necessary "know-your-client" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Hirer(s) that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under the AMLA; and
  - (c) it is further hereby clearly agreed and understood that the provision of details of the Hirer(s)'s beneficiary shall not make the Hirer(s)'s beneficiary a client of the Bank and the Bank shall be entitled to hold the Hirer(s) as the principal.



## 9. LIEN

- 9.1. The Bank shall have a lien or charge on the contents of the Box for the rental and all other amount for which the Hirer(s) may become liable to the Bank under this Terms & Conditions and may at any time and from time to time after the expiration of the said period of six (6) months after the effective date sell all or any of the contents of the Box.
- 9.2. The Bank may apply the net proceeds in or towards the satisfaction of the amount due to the Bank for such rent or expenses as aforesaid. The surplus proceeds of sale (if any) shall be retained by the Bank to the order of the Hirer(s) without any liability on the part of the Bank.
- 9.3. Provided always that the Bank shall request the Shariah Board's approval prior to the Bank exercising its rights hereof.

## 10. DEATH, INSANITY, BANKRUPTCY OR WINDING UP OF THE HIRER(S)

- 10.1. In case of a Hirer's death, his/her legal representative or the next of kin, upon presentation of the Grant of Probate or Letter of Administration and by signing the letter of indemnity as well as showing in their possession the B Key(s), can be granted access to open the Box and to remove all of its content, and this action will directly constitute as termination of the Terms & Conditions. However, the Bank may, in accordance to its' process and without bearing any responsibility over any losses, allow any individual with the right to administer the Hirer's estate by virtue of a court order to open the Box and to inspect the content in the presence of an authorised officer of the Bank.
- 10.2. In the event of the insanity or bankruptcy of the Hirer(s), the Bank can exercise its' option to deliver the contents of the Box to the legal representative, curator or other legal guardian or trustee in bankruptcy of the Hirer(s) or to a surviving Hirer whose receipt of the contents of the Box shall be deemed to be full and sufficient discharge to the Bank.
- 10.3. The Bank shall not in whatever way howsoever be obliged to handover the said contents of the Box unless such person produces such proof of identity and/or authority as shall in the opinion of the Bank be necessary. The decision of the Bank pursuant to the provision in this Clause 12 shall be final and conclusive.
- 10.4. In the event of the dissolution of the Hirer(s) or in the event of passing of a resolution for voluntary winding up or the making by the court of a winding up order, the right of access to the Box by the Hirer(s) or any authorised officer shall cease forthwith upon receipt of such notice of resolution or winding up order by the Bank.
- 10.5. The Bank may at its option and on such evidence as it may deem necessary to be produced,



permit any person claiming to be the liquidator, assignee or receiver of the Hirer(s) and their legal adviser in the presence of a representative from the Bank to inspect the contents of such Box and make an inventory thereof. Thereafter, the liquidator, assignee or the receiver shall have power to deal with the contents of the Box and shall be deemed to have become the Hirer(s) of the Box subject to the terms and conditions of this Terms & Conditions.

## 11. NOTICES

11.1. All communications including the service of any legal process served by either Party to the other Party under this Terms & Conditions shall be in writing and may be delivered personally or by courier delivery or sent by prepaid registered mail, by facsimile transmission or by electronic mail transmission to the address stated in this Terms & Conditions and shall be deemed to be sufficiently served:-

- (a) if delivered personally or by courier, when it has been delivered, accepted and receipt thereof has been acknowledged; or
- (b) if sent by prepaid registered mail, three (3) business days after posting; or
- (c) if by facsimile, upon the sender's receipt of a successful transmission report

11.2. In the case of joint Hirers, notice given to anyone of them shall be deemed sufficient notice to all joint Hirers.

11.3. Any notice issued from the Bank to the Hirer(s) via any of the following method is considered as complete and reasonable:-

- (a) The Bank's website;
- (b) Local newspapers in English or Bahasa Malaysia; or
- (c) Through letters, delivered via normal postal service to the Hirer(s) last known address.

## 12. EXCLUSION OF LIABILITY

Save and except for gross negligence and wilful misconduct of the Bank and/or its employees, the Bank shall not be liable for any loss or damage to the contents of the Box arising from any cause whatsoever or event over which it is physically impossible for the Bank to have any control.

## 13. CHANGES OF TERMS AND CONDITIONS

The Terms and Conditions stated herein are not exhaustive. The Bank reserves the right to add, modify or delete any of the terms and conditions of these Terms and Conditions by notifying the Hirer(s) of the proposed changes and such notification shall be subject to the acceptance or rejection of the Hirer(s). An acceptance of such notification shall be implied from the Hirer(s) should the Hirer(s) remain silent





for a period of twenty-one (21) days from the date of such notification. Should the Hirer(s) choose to reject such notification, such rejection from the Hirer(s) shall be provided within twenty-one (21) days from the date of such notification and pursuant thereto, the Hirer(s) shall also be entitled to close the Account thus the Account arrangement shall forthwith terminate pursuant to Clause 10.2 herein.

For the avoidance of doubt, any additions, modifications or deletions made pursuant to this clause shall, subject to the acceptance of the Hirer(s) as per the preceding paragraph, be binding on the Hirer(s). In the event of any inconsistency, any such additions, modifications or deletions shall prevail over these Terms and Conditions.

#### **14. CHANGE OF ADDRESS, SIGNATURE OR PARTICULARS**

The Hirer(s) shall notify the Bank in writing of any change of address or signature(s) or other particulars.

#### **15. TIME**

Time shall be of the essence in this Terms & Conditions.

#### **16. INVALIDITY OF ANY PROVISION**

If any of the provisions of this Terms & Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired as long as the contractual relationship is valid in accordance with Shariah Principles.

#### **17. GOVERNING LAW**

For all intents and purposes, these Terms and Conditions are intended to be a Shariah compliant document in accordance with the relevant Shariah contract and shall be construed in accordance with the Shariah principles.

Each Party has independently made its own assessment as to the Shariah compliance of these Terms and Conditions. The Parties confirm that they do not have any objection as to the Shariah compliance of these Terms and Conditions and they irrevocably and unconditionally agree that they will not raise any claim, objection as to matters of Shariah non-compliance in respect of or otherwise in relation to any of the provisions of these Terms and Conditions.

So far as it does not contradict the above, these Terms and Conditions shall be governed by the Malaysian law and the Parties will submit to the non-exclusive jurisdiction of courts of Malaysia.



## 18. NO PAYMENT OF INTEREST

For the avoidance of doubt and notwithstanding any other provisions to the contrary herein contained, it is hereby agreed and declared that nothing in this Terms & Conditions shall oblige the Bank or the Hirer(s), respectively, to pay or to receive interest (by whatever means or name called) on any amount due or payable to another party or to do anything contrary to Shariah Principles.

## 19. SHARIAH COMPLIANCE

19.1. It is hereby declared that nothing in these Terms and Conditions shall oblige the Bank or the Hirer(s), respectively, to pay or to receive interest (by whatever means or name called) on any amount due or payable to another party or to do anything contrary to Shariah principles.

19.2. It is hereby agreed that the computation and payment of 'Zakat' of the contents of the Safe Deposit Box is the responsibility of the Hirer(s).

## 20. GENERAL TAX

Without in any way affecting any of the provisions in this Terms & Conditions, the Customer acknowledge and agree that if any kind of service tax or any tax, charge or levy of a similar nature is required by any law to be paid in respect of any financing, banking services or provision of account provided by the Bank under or in relation to, this Terms & Conditions or the Security Documents, such tax, charge or levy shall be included in the Indebtedness and shall be paid by the Customer.

In the event the Customer fails to pay to the Bank the abovementioned tax, the Bank is hereby authorised at any time to debit from any of the Customer's account maintained with the Bank towards payment of the said tax subject to written notification to the Customer.

## 21. MISCELLANEOUS

21.1. These Terms and Conditions, Account Opening Form, other forms, records and documents related to this Account and such other specific conditions which may be applicable to the Account shall form part of the Terms and Conditions governing the operations of this Account. These documents shall be deemed as final, conclusive and binding on you.

21.2. We will inform you the relevant charges for banking services provided under this Account. You can also find out about these charges by contacting us or viewing our website at [www.alrajhibank.com.my](http://www.alrajhibank.com.my).

We may change the charges from time to time by giving you a 21 days' notice in advance. If you do not agree with the changes, you may at any time within 21 days from the date of the



notice of change, close the Account. We will deem that you have agreed with the changes if you do not revert or close the Account within 21 days from the date of the notice.

- 21.3. Where the maintenance of the Box has become illegal or impractical, the Bank shall be entitled to close the Box and refund the balance remaining annual rental paid (if any) to the Hirer(s). In the event that the Box is closed pursuant to this clause, the account shall forthwith be terminated.
- 21.4. The Bank is not liable for any fraudulent act of any party, unless the Bank is aware of and is a party to such act. Otherwise, upon the Bank being suspicious of any fraudulent activities concerning the Account and pending receipt of information by the Bank from the Hirer(s) with regards to such activities and until received and verified thereof to the satisfaction of the Bank and/or the relevant authorities;
- 21.5. The Bank shall also not be liable for consequential losses direct or indirect unless such consequential loss is directly caused by the Bank's gross negligence or willful misconduct.
- 21.6. You represent and warrant to the Bank that for so long as any account is in existence, (a) you have the power and authority to open, operate and maintain the Account; (b) its opening, operating and maintaining the Account does not infringe any law or regulation nor any document or agreement binding on it; (c) your obligations under any account and any related agreements thereto constitute its legal, valid, binding and enforceable obligations.
- 21.7. All information furnished by you herein do not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading.
- 21.8. Provided that the Bank issues to you a seven (7) day prior written notice, you authorise the Bank to combine, consolidate or merge all or any of your accounts with us and may apply, set off or transfer any sum outstanding to the credit of any such accounts in or towards satisfaction of any sum then due from you to the Bank and unpaid and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the rate of exchange then prevailing. The Bank shall not be obliged to exercise any of its rights under this clause herein which shall be without prejudice and in addition to any right of set off, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise). In exercising the Bank's rights and/or obligations above or as required by the law, the Hirer(s) hereby agrees to bear all the necessary costs and expense (including costs and expense on solicitors-and-client basis) incurred by the Bank and hereby authorises the Bank to deduct from the credit balance in the Account towards payment of such costs and expense and in the event of no or insufficient balance, to pay the Bank and reimburse the Bank



(if the Bank so opt to disburse), on the Bank's first demand.

- 21.9. In case of any losses or damages caused by circumstances beyond the reasonable control of the Bank including but limited to any fire, theft, earthquake, flood, epidemic, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo or war within the rental period, the Bank's liability to the Hirer(s) is limited to RM10,000 per Box (regardless of the size of the aforesaid Box). In the case the Hirer(s) wish to acquire protection exceeding RM10,000, the Hirer(s) is advised to source for additional takaful protection.
- 21.10. Should the Bank be notified and/or requested by any regulatory or governmental authorities, including but not limited to Bank Negara Malaysia, the police or any other statutory or governmental body, the Bank shall refrain from performing any request or transaction by the Hirer(s) under the Account(s).
- 21.11. The Customer permits the Bank to use, store, disclose, transfer, compile, match, obtain and or exchange any documents or records of, or information about the Account(s) or affairs of the Hirer(s), whether or not confidential:
- i. to Bank Negara Malaysia ("BNM") or any of its established bureaus or agencies;
  - ii. to the Association of Banks in Malaysia, Association of Islamic Banks in Malaysia, any (prospective or otherwise) guarantors, potential assignee or transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to these Terms and Conditions;
  - iii. to any governmental agency, bureaus or such other authority having jurisdiction over the Bank;
  - iv. to any member of Al Rajhi Bank group of companies or any companies or persons who may in the future be a member of Al Rajhi Bank group of companies; or
  - v. to and between the branches, related corporations, affiliates or agents of the Bank and third parties selected by any of them, wherever situated, for confidential use (including for data processing, statistical and risk analysis purposes) and further acknowledges that any such branch, related corporation, affiliate, agent or third party shall be entitled to transfer any such information as required by any law or as requested by any authority.
- 21.12. Any change of signature(s) or other particulars that are recorded with the Bank shall be notified to the Bank in writing. All communication including the service of any legal process sent by post to or left at the Hirer(s)'s last address registered with the Bank shall be deemed to have been duly delivered to and received by the Hirer(s).

**[End of Clauses]**

## Appendix 1

### List of charges

#### a) SDB Boxes

Size	Box Dimension	Current Fee
XXS	5 x 5 x 10=250	RM200.00
XS	5 x 5 x 20=500	RM250.00
S	3 x 10 x 20=600	RM300.00
M	5 x 10 x 20=1000	RM350.00
L	10 x 10 x 20=2000	RM450.00

#### b) Other charges

Type of Service	Charges
Deposits	
• Key Deposit	RM 150.00
• Annual Rental Deposit	1 X Annual Rental
SDB Lock (per set – with 2 keys) – For loss of key(s)	RM 250.00
Force Open SDB Locker (actual cost per unit)	
• Weekdays	RM 100.00
• Saturday, Sunday & Public Holiday	RM 200.00
Transportation Charges	
• Klang Valley	RM 60.00
• Peninsular Malaysia	RM480.00
• East Malaysia	RM980.00
Rental Charges After Expiry and Termination Period	
• Monthly Rental Charges	Proportionate
• Minimum Proportionate Rental	RM 20.00



## Appendix 2

### a) Proportionate Rental Calculation for Termination of Terms & Conditions before the Rental is due

#### Illustration 1:

Date of Hire	:	1/6/2020
Expiry Date	:	31/5/2021
Termination Date	:	31/3/2020
Remaining Days	:	1/4/2020 - 31/5/2021 (61 days)
Annual Rental	:	RM100.00

#### Calculation:

$$\text{Annual Rental Sum} \times \frac{\text{No of days overdue in remaining complete months}}{365}$$

Total rental to be refunded : RM100.00 x 61 / 365 = **RM16.71**

### b) Proportionate Rental Calculation for Termination after the Expiration Period of the Rental

If the request for termination is after the expiration period of the rental and within the grace period of fifteen (15) days from the due date for payment, the hirer is not required to pay any more rentals.

#### Illustration 1:

Date of Hire	:	1/3/2020
Due Date	:	1/3/2021
Grace Period for termination	:	1/3/2021 to 15/3/2021

If the hirer terminates the Terms & Conditions on 10/3/2021, no rental needs to be paid.

If the request for termination is after the grace period, the hirer is required to pay proportionate rental for the number of days overdue, subject to a minimum of RM20.00.

#### Illustration 2:

Date of Hire	:	1/3/2020
Due Date	:	1/3/2021
Grace Period	:	1/3/2021 to 15/3/2021
Annual Rental	:	RM100.00

If the hirer terminates the Terms & Conditions on 20/3/2021 (20 days after the due date), the hirer needs to pay proportionate rental subject to a minimum of RM20.00.

Calculation:

$$\begin{array}{r} \text{Annual Rental Sum x} \quad \frac{\text{No of days overdue}}{365} \\ \\ \text{E.g.} \quad \text{RM100 x} \quad \frac{20}{365} = \underline{\underline{\text{RM5.48}}} \end{array}$$

Hence the hirer needs to pay rental of **RM20.00**.

c) Proportionate Rental Calculation for Rental charges on Unclaimed Force Open Contents

If hirer did not claimed the force open contents (force open due to default rental or B Keys are not returned to the Bank within 6 months from termination date), hirer need to pay the default annual rental and monthly rental from the termination date of the Terms & Conditions until the date contents are claimed by the hirer.

Illustration 1:

Last Rental Paid	:	1/1/2020
Due Date	:	1/1/2021
Annual Rental	:	RM100.00
Termination Notice	:	1 month
Termination Date	:	1/2/2021
Force Open Date	:	1/8/2021

If customer claim the content on 3/9/2021 (184 days after termination date), the hirer needs to pay the default rental for 31 days (1/1/2021 – 31/1/2021) and proportional rental of 184 days as follows:

Calculation:

$$\begin{array}{r} \text{Annual Rental Sum x} \quad \frac{\text{No of days overdue}}{365} \\ \\ \text{E.g.} \quad \text{RM100 x} \quad \frac{31 + 184}{365} = \underline{\underline{\text{RM58.90}}} \end{array}$$

Hence, hirer needs to pay **RM 58.90**