



## NIGHT DEPOSITORY AGREEMENT

In consideration of Community First Co-operative Credit Union Ltd (hereinafter called the 'Credit Union') permitting the undersigned to use the night depository at Old Parham Road in the Parish of St John's in Antigua (hereinafter called the 'depository') upon and subject to the conditions hereinafter mentioned, the undersigned hereby agree(s) with the Credit Union as follows:

1. Only currency, cheques and other orders for the payment of money shall be placed in the depository and shall be contained in a special wallet supplied by the Credit Union. The undersigned acknowledge(s) receipt from the Credit Union a key to the outside door of the depository and a wallet and key thereto, all of which shall remain the property of the Credit Union. The undersigned shall immediately notify the manager of the Credit Union of any loss of the key to the depository and shall bear the cost of a new lock and key if the Credit Union sees fit to replace them. The undersigned shall securely lock the wallet before placing it in the depository and afterwards shall close and lock the door of the depository.

\* 2. The Credit Union is authorized to open the wallet and remove the contents which it shall deal with in the manner in which it usually deals with items deposited by its members excluding items which the Credit Union does not consider to be in order. The wallet shall contain an itemized deposit slip in duplicate showing its contents.

After each use of the depository the undersigned or an agent of the undersigned appointed for the purpose shall take delivery of the empty wallet and any items not credited to the account of the undersigned.

The Credit Union's records as to whether use has been made of the depository and Credit Union's count or determination of the contents of the wallet shall be conclusively deemed to be correct and shall be binding on the undersigned.

\* 3. On the business day of the Credit Union next following each use of the depository the undersigned or an agent of the undersigned appointed for the purpose shall take delivery of the wallet, the contents of which shall be conclusively deemed to be the same as when the wallet was placed in the depository.

The Credit Union's records as to whether use has been made of the depository shall be conclusively deemed to be correct and shall be binding on the undersigned.

4. The undersigned may from time to time, by written notice to the Credit Union, designate one or more persons each of whom acting alone, shall be the agent of the undersigned for all purposes of this agreement.

5. The Credit Union shall be under no responsibility whatever in respect of any property placed in the depository but on the contrary the use of the depository by the undersigned or any agent of the undersigned shall be at the sole risk of the undersigned: and further, the Credit Union shall not be responsible for any injury, loss or damage suffered by the undersigned or agent using the depository and the undersigned shall indemnify the Credit

Union against any loss of or arising from the use of the depository by the undersigned or any agent of the undersigned.

6. The permission to use the depository shall not be transferable by the undersigned.
7. The undersigned shall pay the Credit Union's charges prevailing from time to time for permission to use and the use of the depository at the above branch.
8. The Credit Union reserves the right at any time with, twenty-four hours (24) notice, to terminate its permission to use the depository.
9. The undersigned shall, upon ceasing to use the depository or upon such termination as mentioned in Clause 8 hereof, deliver to the Credit Union the said key to the door of the depository and wallet supplied by the Credit Union, in good condition ordinary wear and tear excepted, and if any of the said articles are not so returned the undersigned shall pay the Credit Union the cost of replacing them by new ones.
10. If in making use of the depository the undersigned uses more than one wallet, all the provisions of this agreement shall apply to each such wallet and its key(s) and the use thereof.

\* Delete which group of clauses 2 or 3 is inapplicable

Name .....

Home Address/PO Box .....

Phone # (Home)..... (Work) .....

Acct# .....

Bag # ..... Signature ..... Dated .....

Bag # ..... Signature ..... Dated .....

Bag # ..... Signature ..... Dated .....