

# CUSTODY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Custodian Name: \_\_\_\_\_

Custodian Address: \_\_\_\_\_

Custodian Contact (Phone/Email): \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Contact (Phone/Email): \_\_\_\_\_

## Custody Details:

Description of Assets: \_\_\_\_\_

Custody Location: \_\_\_\_\_

Duration of Custody: \_\_\_\_\_

## Fees and Payment Terms:

Custody Fee: \_\_\_\_\_ GBP

Payment Method and Schedule: \_\_\_\_\_

## Clauses:

### Clause 1 – Appointment and Acceptance of Custody

The Client hereby appoints the Custodian to hold and safeguard the identified assets in custody, and the Custodian accepts such appointment subject to the terms and conditions of this Agreement.

### Clause 2 – Nature of Custody

The Custodian shall hold the assets as bailee only and shall not have any beneficial interest in the assets. The Custodian shall exercise reasonable care in safekeeping the assets but shall not be liable for loss or damage except to the extent caused by its gross negligence or wilful misconduct.

### Clause 3 – Delivery and Receipt of Assets

The Client shall deliver the assets to the Custody Location at its own risk and expense. The Custodian shall provide a receipt evidencing the assets received. The Custodian may refuse to accept any asset that does not comply with agreed specifications.

### Clause 4 – Duration and Termination

This Agreement shall commence upon acceptance of custody and continue until terminated by either party upon prior written notice. Upon termination, the Custodian shall return the assets to the Client or as otherwise directed by the Client in writing.

### Clause 5 – Fees and Expenses

The Client shall pay the Custodian the fees specified herein in accordance with the agreed schedule. The Client shall also reimburse the Custodian for all reasonable expenses incurred in connection with the custody of the assets.

#### **Clause 6 – Liability and Indemnity**

Except in cases of gross negligence or wilful misconduct, the Custodian shall not be liable for any loss, damage, or diminution in value of the assets. The Client agrees to indemnify and hold harmless the Custodian against all claims, losses, liabilities, and expenses arising from the custody.

#### **Clause 7 – Insurance**

The Custodian shall maintain adequate insurance cover in respect of the assets held or the risks associated with custody. The Client acknowledges that insurance arrangements are subject to the terms and conditions of the relevant policies.

#### **Clause 8 – Confidentiality**

The parties shall keep confidential all information and documentation relating to this Agreement and the assets, except as required by law or regulatory authority, or with the prior written consent of the other party.

#### **Clause 9 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for any dispute arising out of or in connection with this Agreement.

#### **Clause 10 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the custody of the assets and supersedes all prior agreements, understandings, and representations.

#### **Clause 11 – Amendments**

No amendment or variation of this Agreement shall be effective unless in writing and signed by duly authorised representatives of both parties.

#### **Clause 12 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, registered post, or email to the addresses set out above or such other address as either party may notify.

#### **Clause 13 – Force Majeure**

Neither party shall be liable for failure or delay in performance of its obligations caused by events beyond its reasonable control including but not limited to acts of God, war, terrorism, strikes, or governmental action.

#### **Clause 14 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **Clause 15 – Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

#### **Clause 16 – Electronic Signatures**

The parties agree that this Agreement may be executed by electronic signature which shall be deemed as valid and binding as an original signature.

#### **Clause 17 – Client Representations and Warranties**

The Client represents and warrants that it has full power and authority to enter into and perform this Agreement and that the assets are free from any liens or encumbrances.

**Clause 18 – Custodian Representations and Warranties**

The Custodian represents and warrants that it is duly authorised to provide custody services and will comply with all applicable laws and regulations.

**Clause 19 – Dispute Resolution**

In the event of any dispute arising under this Agreement, the parties shall attempt to resolve the matter amicably through negotiation in good faith before resorting to litigation.

**Clause 20 – Signatures**

This Agreement is signed by the parties' duly authorised representatives as evidence of their agreement to be bound by its terms.

**CUSTODIAN SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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