



StoreProtect Addendum

Our Conditions of Agreement restrict liability to negligence only up to a maximum of £100 and require The Customer to arrange insurance cover for the Maximum Replacement Value of their Property. As an alternative, the FO can accept an enhanced liability for Loss or Damage which may occur during storage. "StoreProtect" means an agreement to accept an enhanced liability for Loss or Damage to The Customer's Property as described in this Addendum. "StoreProtect Charges" means the additional charges set out in the Self Storage Agreement for StoreProtect.

Please take the time to read the detailed terms in the table below. In particular, 'Exclusions – what StoreProtect does not provide for' as this includes terms where the FO limits or excludes liability to The Customer in certain circumstances.

Note: StoreProtect is not a contract of insurance. The FO is not an insurance company, nor is the FO acting as The Customer's agent. The FO is under no obligation to arrange an insurance policy in The Customer's name. The FO assumes the risk of liability but may, at the FO's option, arrange insurance which provides cover for their liability to the Customer in certain circumstances.

StoreProtect may not be available in certain circumstances, and the FO reserves the right to decline at its sole discretion where the Customer has indicated that they wish to opt for StoreProtect.

Detailed terms	
Definitions	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> • "Property" or "Your Property" or "Goods" means any and/or all goods stored by The Customer in a storage unit allocated to them at the Facility; • "Replacement Value" means the current cost of replacing the Customer's Property as new, except for: <ul style="list-style-type: none"> ▪ household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value; ▪ any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and ▪ documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents • "Maximum Replacement Value" means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage. • "Loss" or "Damage" means identifiable losses, destruction of or damage to the Customer's Goods, wilful acts, omissions and default, including theft by forcible entry or damage caused by The FO, Our employees, agents or representatives while the Goods are in the unit.
StoreProtect - What do I receive?	<ul style="list-style-type: none"> ✓ In return for payment of the StoreProtect Charges, the FO agrees to accept an enhanced liability for Loss or Damage to the Customer's Property and the limit of £100 in the event of negligence shown in the enclosed Conditions of Agreement will not apply. ✓ Instead, the FO accepts liability for Loss or Damage (as defined) to the Customer's Property following a breach of its Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of the Customer's Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see 'Exclusions – what StoreProtect does not provide for'). ✓ The FO's liability will commence from the time the Customer's Property is placed by them into the storage unit(s) and ceases immediately upon removal of the Property from the Customer's storage unit(s). ✓ The FO's liability to the Customer under StoreProtect for Loss or Damage to the Customer's Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value or (c) compensation, whichever is the smaller sum, at the FO's option. The FO accepts no liability for depreciation following repair. ✓ If the Customer opts for StoreProtect, the Customer is no longer obligated to arrange insurance for their Property. ✓ If the Customer submits a claim, additional claims processing administration charges may apply. The FO may deduct a £50 charge from any settlement awarded to the Customer to cover the FO's administration costs ("Claims Admin Fee").



<p>The FO's Duty of Care under StoreProtect</p>	<ul style="list-style-type: none"> • The FO is responsible for maintaining the Facility in a secure condition and will provide services with reasonable skill and care. • The FO's liability in relation to the Goods under StoreProtect shall be that of a reasonably careful person under like circumstances. The FO shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the unit or under its care, custody or control, unless such Loss or Damage resulted from the FO's failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and the FO will not be liable for damages which could not have been avoided by the exercise of such care.
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<p>Customer Responsibility</p>	<p>To opt for StoreProtect, it is the Customer's responsibility to:</p> <ul style="list-style-type: none"> • provide a Maximum Replacement Value on the Customer Declaration; • Sign the appropriate box on the Customer Declaration to confirm the Customer wishes to opt for StoreProtect; • pay the additional charges set out for StoreProtect ("StoreProtect Charges"); and • ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.
<p>Proportional Reduction</p>	<p>If the Maximum Replacement Value the Customer provides is less than the actual total Replacement Value of all of the Property stored in their unit at the time of Loss or Damage, then the FO's liability will be reduced to reflect the proportion that the Maximum Replacement Value bears to the actual total Replacement Value ("Proportional Reduction").</p> <p><i>(For example: if the total replacement value of the Customer's Property is £10,000, but the Customer has declared a Maximum Replacement Value of £5,000, the FO's liability will be reduced by 50%. So, if £3,000 worth of Property is lost or damaged, The FO's liability would be £1,500.)</i></p>
<p>Exclusions – what StoreProtect does not provide for</p>	<p><u>StoreProtect cannot be accepted for:</u></p> <ul style="list-style-type: none"> × any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers ("Vehicles") stored outside of a unit; × Any food or perishable Goods; or × Any delivery and collection Goods. <p>The FO's liability for the Goods listed above is restricted and the requirement for the Customer to insure their Property remains valid, as per the Conditions of Agreement, whether or not the Customer opts for StoreProtect for other stored Property.</p> <p><u>Restricted Goods</u></p> <p>The FO's liability for Loss or Damage to the following Goods is restricted. Goods worth in excess of the amounts stated below should not be stored without express permission from the FO in writing:</p> <ul style="list-style-type: none"> × Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total; × Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and × Electronic Items exceeding £25,000 combined total. "Electronic Items" is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi's, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics. <p><u>Excluded Liabilities</u></p> <p>The FO shall not be considered to be in breach of this Agreement and exclude all liability to the Customer in respect of any and all of the following ("Excluded Liabilities"):</p> <ul style="list-style-type: none"> × Mysterious disappearance and/or unexplained shortage of the Customer's Property except as a result of theft evidenced by forcible entry to the Unit; × Loss or Damage which is discovered after the Customer's Property is removed from the Facility; × Loss or damage to the Customer's business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption; × Loss or Damage caused by (i) moth, insect and vermin unless from a source external to the Customer's Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to the Customer's Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to the Customer's Unit; (vi) atmospheric or climatic causes, including, but not limited



	<p>to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by a breach of the FO's duty of care;</p> <ul style="list-style-type: none"> × Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set; × Any value which is purely sentimental; × Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by the Customer or their Agents; × Loss or Damage caused by the act or omission of the Customer or their Agents including but not limited to any failure to secure the unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of the Customer or their Agents in the unit or at the Facility, the loading or unloading of Goods into or from the Unit;
<p>General Exclusions and Limitations</p>	<ul style="list-style-type: none"> • We exclude and limit certain types of Loss or Damage, as set out in the Conditions of Agreement. Please read these exclusions and limitations carefully – they apply whether or not the Customer opts for StoreProtect. • There may be circumstances where Goods the Customer is not permitted to store are stored in the Unit(s) without the FO's knowledge. Where the Customer stores Goods in breach of this Agreement, the Customer agrees that they will bear the risk of any Loss or Damage to such Goods. • The FO will not be liable for any Loss or Damage to their Property unless the Customer notifies Us in accordance with the requirements set out in the Liability Claim Notification section of this Addendum.
<p>Maximum Liability</p>	<p>The FO will have no liability under any circumstances for Loss or Damage to their Property over and above the Maximum Replacement Value, or the actual value of the Customer's Property either lost or damaged if this is less than the Maximum Replacement Value.</p>
<p>Why the FO restricts liability</p>	<p>It is not always clear how Loss or Damage was caused, so the FO must limit or exclude liability for Loss or Damage to the Customer's Property in certain circumstances. The FO also cannot accept liability for Loss or Damage which could not have been reasonably avoided. Please be reminded that StoreProtect is not a contract of insurance and the Customer has the option to arrange their own insurance separately.</p>
<p>The Agreement</p>	<p>The FO's standard Conditions of Agreement also apply in full to this Agreement, save that, if the Customer opts for StoreProtect: (a) the FO agrees to accept an enhanced liability as described above (so, the £100 limit stated in the Conditions of Agreement is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and the FO's Duty of Care in respect of the Customer's Property is as set out above); and (b) the requirement to insure the Customer's Property stated in the Conditions of Agreement becomes an option instead of a requirement.</p>
<p>Failure to pay StoreProtect Charges</p>	<ul style="list-style-type: none"> • If the Customer fails to pay the StoreProtect Charges in full on the due date for payment, The Customer will not benefit from the enhanced liability that the FO offers under StoreProtect. The FO's liability to the Customer will, instead, be restricted to negligence once up to a maximum of £100 and the Customer will be required to insure their Property in accordance with the Conditions of Agreement. • At the FO's sole discretion, the FO may choose to reinstate StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to the Customer's Property has already occurred prior to payment of such charges.
<p>Termination/ Cancellation</p>	<p><i>The Customer's right to cancel StoreProtect</i></p> <p>The Customer has the right to cancel StoreProtect at any time by giving the FO written notice prior to removal of the Property from storage. The Customer can provide notice by emailing or by writing to the FO.</p> <ul style="list-style-type: none"> • If the Customer cancels StoreProtect prior to the storage services commencing, the FO will refund to the Customer all StoreProtect Charges paid by them • If the Customer cancels StoreProtect after the storage services have started, the FO will refund to the Customer any StoreProtect Charges that they have paid in advance in respect of the period after cancellation (e.g. from the date that the FO receives the Customer's notice to cancel). <p><i>The FO's right to cancel StoreProtect</i></p> <ul style="list-style-type: none"> • The Customer's right to benefit from StoreProtect will terminate automatically if the customer does not make all payments when due under the Conditions of Agreement. • The FO may cancel the Customer's right to benefit from StoreProtect and terminate this Addendum at any time by giving the Customer thirty (30) days' notice in writing. • Where the FO cancels or terminates StoreProtect, the FO will refund to the Customer all StoreProtect Charges paid by them in advance in respect of the period after cancellation (e.g. from the cancellation date the FO notifies to the Customer).



	<p>General</p> <ul style="list-style-type: none">• The FO's liability to the Customer after the StoreProtect cancellation date will be restricted to negligence only up to a maximum of £100 and the Customer will be required to insure their Property in accordance with the Conditions of Agreement.• If the Customer decides to terminate the storage agreement after the cancellation date for StoreProtect, the Customer will need to give the FO the full amount of notice in accordance with the Conditions of Agreement.
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StoreProtect Customer Declaration

General

In providing a signature on the front page of this agreement

- The Customer accepts the Storage Costs set out and have read, and agree to, the enclosed Conditions of Agreement.
- The Customer has read and understands the Replacement Value and Maximum Replacement Value definitions.
- The Customer understands that the Maximum Replacement Value (as stated below) must represent the maximum sum total of the Replacement Value for all Goods in storage at any time throughout the period of storage.
- The Customer understands they are required to provide a Maximum Declared Value whether or not the Customer opts for StoreProtect.
- The Customer understands they may not store any certain Goods.

By signing to ACCEPT StoreProtect the Customer also confirms:

- They have read and understand the StoreProtect Addendum and wish to opt for enhanced liability protection up to the Maximum Replacement Value the Customer has provided.
- The Customer understands that the Proportional Reduction shall apply if the Maximum Replacement Value the Customer provides is inadequate. *(For example: if the total replacement value of the Customer's Property is £10,000, but the Customer has declared a Maximum Replacement Value of £5,000, The FO's liability will be reduced by 50%. So, if £3,000 worth of the Customer's Property is lost or damaged, the FO's liability would be £1,500.)*
- The Customer understands that, if they submit a claim under StoreProtect, additional claims processing administration charges may apply. The FO may deduct a £50 charge from any settlement awarded to the Customer to cover the FO's administration costs.

If the Customer signs to DECLINE StoreProtect, they understand that:

- The Customer is required to arrange insurance at their own expense to cover the stated Maximum Replacement Value of the Property.
- If the Customer's Property is affected by Loss or Damage, liability is limited to negligence only up to a maximum of £100 or the actual value of the affected Property (whichever is less).



Liability Claim Notification

Where The Customer's Property is Lost or Damaged - Notification Condition

1. If the Customer has their own insurance in place to cover Loss or Damage to their Property, the Customer must recover their losses from the Customer's insurers in the first instance.
2. Notwithstanding Condition 1, if the Customer discover Loss or Damage to their Property:
 - i. When the Facility is attended by the FO's employees ("Manned"), the Customer must notify the FO in person as soon as reasonably practical upon discovery and before removal of any affected Goods from the Unit;
 - ii. When the Facility is not attended by the FO's employees ("Unmanned"), at the time the Customer discovers Loss or Damage, to evidence that this occurred during the Storage Period in the Customer Unit, the Customer must comply with the following conditions ("Unmanned Notification Conditions"):
 - a. The Customer must contact the FO via email to as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) photographs of any affected Goods before removal of from the Customer's Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of the unit within the Facility ("Email Notification").
 - b. The Customer's Email Notification must be provided before any affected Goods are removed from the Facility. The FO shall not be liable for any Loss or Damage which is notified after the Customer's Property is removed from the Facility unless Email Notification is provided.
 - c. If it is not possible for the Customer to fully comply with the Email Notification requirements set out, the Customer must notify the FO in person, via telephone or in writing as soon as reasonably practical after the Customer discovers Loss or Damage.
3. In any event: the Customer must provide as many details as is practical of any Loss or Damage to the FO in writing or via email to within seven (7) days of discovery. In exceptional circumstances, the FO may agree to extend this time limit where the Customer requests this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that the Customer notifies the FO of any Loss or Damage to their Property, the sooner the FO can establish the cause and properly investigate. The FO will provide the Customer with a claim form, and the Customer must make every effort to return their completed form within a reasonable time. The FO will not be liable for any Loss or Damage to the Customer's Property unless the Customer notifies the FO in compliance with the requirements set out under Condition 2.
4. Once the Customer has notified the FO of Loss or Damage, if the Customer does not receive a response from the FO within a reasonable time, the Customer may contact the FO's claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk.
5. **Additional Conditions:** (a) the Customer must make every reasonable effort to prevent further Damage to their Property. If any Goods are wet or damp, the Customer must move them away from any undamaged Property and the water source. The Customer must inform the FO if the Customer believes they may require additional storage space to comply with this requirement. (b) For the Customer's own safety, they should not touch any Goods damaged by vermin of any kind or affected by mould; (c) The Customer must retain and not dispose of any Damaged Property until the FO has had a reasonable opportunity to inspect (if necessary) any damage; and (d) the FO may make such enquiries as necessary to investigate the Loss or Damage to Property and the Customer agrees to co-operate with the FO in its enquiries, and to provide any additional relevant information without delay where the FO requests this.
6. **If The Customer opts for StoreProtect, the Customer must also comply with the Additional Claim Requirements set out below.**
7. If the Customer provides the FO with misleading or incorrect information relating to a claim for Loss or Damage to the Customer's Property, or make a claim that is fraudulent, false or exaggerated, the FO may: reject the claim; where applicable, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges; and recover from the Customer any costs the FO has incurred in dealing with their claim.

StoreProtect - Additional Claim Requirements

For the FO to fully assess the Customer's claim, the following additional information may be required:

8. Estimates for cleaning, repairs or replacement;
9. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
10. Photographs showing all of the Customer's Property in the storage Unit, including those which are undamaged (i.e. the entire unit before the removal of any Goods).
11. For any damaged electrical items, the Customer must also photograph any manufacturer labels showing the make/model of the item.
12. Where the Customer believes that their Property has been stolen, the Customer must take photographs of the door, walls or padlock to evidence forced access to their Unit. the Customer must also notify the Police immediately and obtain a Crime Reference Number.
13. Where the Customer believes that their Property has been damaged by an ingress of water, the Customer must photograph the alleged source of the ingress.
14. Where the Customer's Property can be professionally repaired, The Customer is required to provide estimates before the work is carried out.
15. For any Goods lost/stolen or damaged beyond repair, the Customer must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. The FO may request for damaged Goods to be cleaned, where possible, including dry cleaning or home laundry before any claim settlement will be considered. Reasonable cleaning costs may be considered as part of the claim settlement.