

# StoreProtect Addendum

Our Licence restricts Our liability to You to for Loss or Damage to Your Goods to negligence only up to a maximum of £100 and requires You to arrange insurance cover for Your Goods for the Maximum Replacement Value of Your Property. As an alternative, We can accept an enhanced liability for Loss or Damage to Your Goods which may occur during storage.

"StoreProtect" means an agreement by Us to accept an enhanced liability for Loss or Damage to Your Goods as described in this Addendum. If you opt for StoreProtect, You have the option, but not the obligation, to insure Your Goods. 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 We limit or exclude liability to You in certain circumstances.

**Note:** StoreProtect is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as the agent of an insurance company or as Your agent. We are not arranging and are under no obligation to arrange an insurance policy in Your name. We assume the risk of liability but may, at Our option, arrange insurance which provides cover for Our liability to You in certain circumstances.

**StoreProtect may not be available in certain circumstances, and We reserve the right to decline at Our sole discretion where You have indicated that You wish to opt for StoreProtect.**

Detailed terms	
<b>StoreProtect – What do I receive?</b>	<ul style="list-style-type: none"> <li>✓ In return for payment of the StoreProtect Charges, We agree to accept an enhanced liability for Loss or Damage to Your Property and the limit of £100 shown in the enclosed Licence will not apply.</li> <li>✓ Instead, We accept liability for any direct physical Loss or Damage to Your Property following a breach of Our Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see '<i>Exclusions – what StoreProtect does not provide for</i>').</li> <li>✓ Our liability to You under StoreProtect for Loss or Damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value (as new, see Definitions) or (c) compensation, whichever is the smaller sum, at Our option. We accept no liability for depreciation following repair.</li> <li>✓ If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property.</li> <li>✓ If you submit a claim, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to you to cover our administration costs ("<b>Claims Admin Fee</b>").</li> </ul>
<b>Our Duty of Care under StoreProtect</b>	Our liability in relation to the Goods under StoreProtect shall be that of a reasonably careful person under like circumstances. We shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the Unit or under Our care, custody or control, unless such Loss or Damage resulted from Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.
<b>Your Responsibility</b>	<p><b>To opt for StoreProtect, it is Your responsibility to:</b></p> <ul style="list-style-type: none"> <li>• provide a suitable Maximum Replacement Value;</li> <li>• confirm You wish to opt for StoreProtect by signing and dating Part 1 of this Agreement;</li> <li>• pay the additional charges set out for StoreProtect ("<b>StoreProtect Charges</b>"); and</li> <li>• ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.</li> </ul>
<b>Proportional Reduction</b>	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your Unit at the time of Loss or Damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("<b>Proportional Reduction</b>").</p> <p><i>(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)</i></p>
<b>General Exclusions and Limitations</b>	<ul style="list-style-type: none"> <li>• We exclude and limit certain types of Loss or Damage, as set out in the Licence. Please read these exclusions and limitations carefully – they apply whether or not You opt for StoreProtect.</li> <li>• There may be circumstances where Goods You are not permitted to store are stored in Your Unit(s) without Our knowledge. Where You store Goods in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Goods.</li> <li>• We will not be liable for any Loss or Damage to Your Property unless You notify Us in accordance with the requirements set out in the Liability Claim Notification section of this Addendum.</li> </ul>

<p><b>Exclusions – what StoreProtect does not provide for</b></p>	<p><b><u>The StoreProtect enhanced liability limit will not apply in relation to the items listed below:</u></b></p> <ul style="list-style-type: none"> <li>× Any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers (“Vehicles”) stored inside or outside of a Unit; or</li> <li>× Any delivery and collection goods.</li> </ul> <p>Our liability for loss or damage to Vehicles and/or the Goods listed above is limited to £100 and the requirement for You to insure Vehicles and Your Goods remains valid, as per the Licence, whether or not You opt for StoreProtect for other stored Goods.</p> <p><b><u>Restricted Goods</u></b></p> <p><b>Our 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 Us in writing:</b></p> <ul style="list-style-type: none"> <li>× Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total;</li> <li>× Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and</li> <li>× 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.</li> </ul> <p><b><u>Excluded Liabilities</u></b></p> <p><b>We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following ("Excluded Liabilities"):</b></p> <ul style="list-style-type: none"> <li>× Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;</li> <li>× Loss or Damage which is discovered after Your Property is removed from the Facility;</li> <li>× Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;</li> <li>× Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your 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 Your 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 Your Unit; (vi) atmospheric or climatic causes, including, but not limited 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 a breach of Our Duty of Care;</li> <li>× 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;</li> <li>× Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;</li> <li>× Loss or Damage caused by the act or omission of You or Your 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 You or Your Agents in the Unit or at the Facility, the loading or unloading of Goods into or from the Unit;</li> </ul>
<p><b>Maximum Liability</b></p>	<p>We will have no liability under any circumstances for Loss or Damage to Your Property over and above the Maximum Replacement Value, or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value.</p>
<p><b>Why We restrict liability</b></p>	<p>It is not always clear how Loss or Damage was caused, so We must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. We 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 You have the option to arrange Your own insurance separately.</p>
<p><b>Our Licence</b></p>	<p>Our Licence also applies in full, save that, if You opt for StoreProtect: (a) We agree to accept an enhanced liability as described above (so, the £100 limit stated in the Licence is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and our Duty of Care in respect of Your Goods is as set out above); and (b) the requirement to insure Your Property stated in the Licence becomes an option instead of a requirement.</p>

<p><b>Failure to pay StoreProtect Charges</b></p>	<ul style="list-style-type: none"> <li>• If You fail to pay the StoreProtect Charges in full on the due date for payment, You will not benefit from the enhanced liability that We offer under StoreProtect. Our liability to You will, instead, be restricted to Loss or Damage caused by negligence only and limited to £100 and You will be required to insure Your Property in accordance with the Licence.</li> <li>• At our sole discretion, We may choose to reinstate StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to Your Property has already occurred prior to payment of such charges.</li> </ul>
<p><b>Termination/ Cancellation</b></p>	<p><b><i>Your right to cancel StoreProtect</i></b></p> <p>You have the right to cancel StoreProtect at any time. You can provide notice by emailing or by writing to the store (see Part 1).</p> <ul style="list-style-type: none"> <li>• If You cancel StoreProtect prior to the storage services commencing, We will refund to You all StoreProtect Charges paid by You.</li> <li>• If You cancel StoreProtect after the storage services have started, You have the right to cancel StoreProtect at any time by giving Us written 14 days notice. We will refund to You any StoreProtect Charges that You have paid in advance in respect of the period after the cancellation notice (e.g. 14 days from the date that We receive Your notice to cancel).</li> </ul> <p><b><i>Our right to cancel StoreProtect</i></b></p> <ul style="list-style-type: none"> <li>• Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under the Licence.</li> <li>• We may cancel Your right to benefit from StoreProtect and terminate this Addendum at any time by giving You twenty (20) days' notice in writing.</li> <li>• Where We cancel or terminate StoreProtect, We will refund to You all StoreProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the date cancellation is effective).</li> </ul> <p><b><i>General</i></b></p> <ul style="list-style-type: none"> <li>• Our liability to You after the StoreProtect cancellation date will be restricted to Loss or Damage caused by negligence only and limited to £100 and You will be required to insure Your Property in accordance with the Licence.</li> <li>• If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give Us the full amount of notice in accordance with the Licence.</li> </ul>

# Liability Claim Notification

## Where Your Property is Lost or Damaged - Notification Condition

1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
  - i. When the Facility is attended by Our employees ("Manned"), You must notify Us in person as soon as reasonably practical upon discovery and before removal of any affected Goods from your Unit;
  - ii. When the Facility is not attended by Our employees ("Unmanned"), at the time you discover Loss or Damage, to evidence that this occurred during the Storage Period in Your Unit, You must comply with the following conditions ("Unmanned Notification Conditions"):
    - a. You must contact Us via email to the store (see Part 1) 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 your Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of your Unit within the Facility ("**Email Notification**").
    - b. Your Email Notification must be provided before any affected Goods are removed from the Facility. We shall not be liable for any Loss or Damage which is notified after your Property is removed from the Facility unless Email Notification is provided.
    - c. If it is not possible for You to fully comply with the Email Notification requirements set out, You must notify Us in person, via telephone or in writing as soon as reasonably practical after You discover Loss or Damage.
3. In any event: You must provide as many details as is practical of any Loss or Damage to Us in writing or via email to the store (see Part 1) within seven (7) days of discovery. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that You notify Us of any Loss or Damage to Your Property, the sooner We can establish the cause and properly investigate. We will provide You with a claim form, and You must make every effort to return Your completed form within a reasonable time. We will not be liable for any Loss or Damage to Your Property unless You notify Us in compliance with the requirements set out under Condition 2.
4. Once You have notified Us of Loss or Damage, if You do not receive a response from Us within a reasonable time, You may contact Our 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) You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and away from the water source. You must inform Us if You believe You may require additional storage space to comply with this requirement. (b) For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould; (c) You must retain and not dispose of any Damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage; and (d) We may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to co-operate with Us and Our insurers in their enquiries, and to provide any additional relevant information without delay where We request this.
6. **If You opt for StoreProtect, You must also comply with the Additional Claim Requirements, as set out under the StoreProtect Addendum.**
7. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may: reject the claim; where applicable, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges; and recover from you any costs We have incurred in dealing with your claim.

## StoreProtect - Additional Claim Requirements

For Us to fully assess Your 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 Your Property in Your storage Unit, including those which are undamaged (i.e. the entire Unit before the removal of any Goods).
11. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
12. Where You believe that Your Property has been stolen, You must take photographs of the door, walls or padlock to evidence forced access to Your Unit. You must also notify the Police immediately and obtain a Crime Reference Number.
13. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
14. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
15. For any Goods lost/stolen or damaged beyond repair, You must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. Our insurers 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.

## DECLARATION

I/We wish to accept StoreProtect my/our property whilst it is stored with you.

I/We understand that StoreProtect is accepted subject to payment of the StoreProtect Charges quoted to me/us below and, if I/We make a claim, We accept the £50 Claims Admin Fee will be deducted from any settlement awarded.

I/We will notify you in writing if at any time during the period of storage the Maximum Replacement Value is to be increased and that I/we will pay the appropriate additional StoreProtect Charges.

I/We confirm that my/our property does not include any items prohibited for storage as detailed in the Licence Agreement or property excluded under the StoreProtect Addendum detailed herein, unless specified by you and agreed in writing by us, with any appropriate special terms and conditions being agreed and additional StoreProtect Charges being paid by me/us.

I/We understand that if at any time my/our StoreProtect Charges fall into arrears StoreProtect will cease with effect from the date the payments become overdue.

I/We confirm that the Maximum Replacement Value provided by me/us represents the full replacement value as new of all my property stored and that I/we will confirm if the value of goods being stored exceeds this amount before placing goods into store.

I/We understand that the Proportional Reduction shall apply if the Maximum Replacement Value You provide is inadequate. (For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)

I/We have read and agree to the terms, conditions and exclusions of the StoreProtect Addendum

You should keep a record of all information you have given us.

**Name:            Unit Number/s:        Store:**

**Maximum Replacement Value: £**

**StoreProtect Charges excluding VAT: £**

**Commencement Date:**

**Payable:**