

Part 2 - Licence Conditions

1. In this Licence, the following words have the following meanings:

Access Hours	The hours We permit access to the Unit (as displayed on site).
Allocation Notice	Our email to you confirming the Unit number allocated to you for your booking.
Business Customer	A customer who is not a domestic customer
Domestic Customer	Any natural person who is acting for purposes which are outside his trade or profession
Deposit	The amount specified in Part 1 of this Licence
Due Date	The start date specified in Part 1 of this Licence and thereafter on the corresponding date in each continuing period specified in Part 1 of this Licence (or if the period is four weekly, the first day in each four week period) or in each case on the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.
Email Address	The email address set out in Part 1 of this Licence or subsequently notified to us in writing.
The Goods This Licence	Anything You store in the Unit at any time during this Licence These conditions and the information set out in Part 1 of this Licence
Licence	
Commencement Date	The Start Date specified in Part 1 of this Licence
Licence End Date	The date specified in Part 1 of this Licence (if any) or if the licence continues on a periodic basis, the date of termination of this Licence in accordance with Condition 21 or 22
The Licence Fees	The amount specified in Part 1 of this Licence or as most recently notified to You by Us
Loss or Damage	Identifiable losses, destruction of or damage to Your Goods due to wilful acts or omission, including theft by forcible entry or damage while the Goods are in the Unit in accordance with Condition 19.2 (Restricted Liability) or 19.3 (StoreProtect), where applicable.
Prompt Payment	In respect of payment of each and every sum due under this Licence, payment on the Due Date and in respect of any sum being due under any other agreement between You and Us, payment within seven (7) days of that sum being demanded in writing
Replacement Value	The current cost of replacing Your Goods as new, except for: · 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	The maximum sum total of the Replacement Value for all Goods at any time throughout the period of storage.
Site	The premises on which the Unit is situated
Unit	The storage unit specified in Part 1 of this Licence or notified by Allocation Notice (which corresponds to the Unit Size) or any alternative storage unit We may specify under Condition 11.
Unit Size	Has the meaning given to it in Part 1 of this Licence, subject always to Condition 18 (namely that unit sizes are approximate).
StoreProtect Charges	The additional charges set out in Part 1 of this Licence for StoreProtect
We, us, our	The relevant storage company specified in Part 1 - e.g. Safestore
You, Your	The customer named in the Licence

You may have other rights granted to You by law in addition to those set out in these Licence Conditions, which We may not exclude. These Terms and Conditions do not affect those other rights granted by law. If You wish to obtain further information about Your rights, You should speak to Your local Citizen's Advice Bureau or Trading Standards Office.

2.

2.1. So long as the Licence Fees are paid up to date, We will license You (but no other person) to use the Unit for the storage of Goods in the Unit in accordance with this Licence from the Licence Commencement Date until this Licence expires or is terminated.

2.2. You are deemed to have knowledge of the Goods in the Unit.

2.3. We do not have and will not be deemed to have knowledge of the Goods in the Unit, or of the nature, condition or state of repair of any such Goods.

2.4. This Licence shall not create a tenancy or lease or similar arrangement.

3.

3.1. You have the right to access the Unit at any time during the Access Hours for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours, unless We have agreed to extended or 24 hour access. We will try to provide advance warning of changes in Access Hours by notices on Site, but We reserve the right to change Access Hours on a temporary basis to other reasonable Access times at any time without giving any prior notice. You will be entitled to terminate the Licence with immediate effect with no penalty if Your Access Hours are reduced on a permanent basis.

3.2. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. You are responsible for the actions of anyone that You authorise to access the Site and for anyone that You allow to accompany You on to the Site. Any such person is Your agent for whose actions You are responsible for to Us and other users of units at the Site.

You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We consider in Our reasonable discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, will be put at risk.

3.3. We will notify you of your unit number by Allocation Notice on or before the Start Date unless you have already been allocated a Specific Unit in which case the Unit Number shall be set out in Part 1 of this Licence.

4. You are responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit.

You are not permitted to apply a padlock to the Unit in Our overlocking position and We may have any such padlock forcefully cut off at Your expense. Where applicable, You will secure the external gates and/or doors of the Site. We will not be responsible for locking any unlocked Unit or for looking after Your key. You should not leave Your key with and/or provide Your pin number to, or permit access to Your Unit to any person other than Your own agent, who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not such person is Our employee or agent. We do not accept liability for any person (including Our employee or agent) holding Your key and having access to Your Unit and any such person acts as Your agent only.

5. You will permit Us and Our agents and contractors to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry:-

5.1. if We give You not less than seven (7) days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;

5.2. at any time without notifying You (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from doing so)-

5.3. if We reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9;

5.4. if We are required to do so by the Police, Fire Services, Local Authority, HM Revenue & Customs, Trading Standards or by a Court Order;

5.5. to obtain access in accordance with Conditions 11 (relocation) and 17 (sale of Goods if You default on payment);

5.6. for any purpose, without prior notice if We believe it is necessary in the event of: an emergency or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Goods belonging to You or other customers;

5.7. to prevent injury or damage to persons or property; or for the purpose of checking whether the Unit contains any items described in Condition 8 or if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

6. You confirm that throughout this Licence, the Goods in the Unit from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Licence and that You act as a duly authorised agent of any such person. You will pay any costs We incur or claims made against Us if this is not true.

7. We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in Our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, would be put at risk by the storage or continued storage of any such Goods.

8.

8.1. You must not store or keep (and You must not allow any other person to store) any of the following in the Unit:-

8.1.1. food or perishable goods unless securely packed in hard plastic or glass containers so that they are protected from and do not attract vermin;

8.1.2. Goods where the value to You cannot be assessed on a financial basis;

8.1.3. any Goods which are contaminated with food or any other substance which may deteriorate, rot, become mouldy or attract vermin

8.1.4. Lithium ion batteries on their own;

8.1.5. portable battery chargers, power banks or any similar portable power source;

8.1.6. E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles unless the battery has been removed and is not being stored in the Unit;

8.1.7. Laptops, tablets, children's toys or other similar items containing built-in Lithium ion batteries;

8.1.8. plants, birds, fish, animals or any other living creatures;

8.1.9. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;

8.1.10. firearms, explosives, weapons, ammunition or any components of these;

8.1.11. chemicals, radioactive materials, biological agents;

8.1.12. toxic waste, asbestos or other materials of a potentially dangerous nature;

8.1.13. any item which emits any fumes, smell or odour;

8.1.14. compressed gases;

8.1.15. any illegal substances, illegal items or goods illegally obtained such as counterfeit goods, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks);

8.1.16. goods which are environmentally harmful or that are a risk to the property of any person;

8.1.17. items which are irreplaceable or of high value requiring specialist storage, such as currency, jewellery, bullion, furs, deeds, bonds, securities, works of art, antiques, fine wines and items of personal sentimental value;

8.1.18. waste materials including any materials or goods for export deemed to be waste, such as used electrical equipment (unless tested and certified for re-use), used vehicles or used vehicle parts.

8.1.19. vapes of any kind or cream chargers (Nitrous Oxide).

8.2. You will be liable under Condition 20 for any breach of this Condition 8.

8.3. You must ensure that Goods brought into storage are securely and properly packed or bottled and not otherwise in a condition that may cause damage or injury to the Unit or the Site or any other unit on the Site or any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances in any other way.

9. You must not (and You must not allow any other person to):-

- 9.1. use the Unit or do anything on the Site or in the Unit which may be or may become a nuisance to Us or the users of any other unit or any person on the Site;
- 9.2. use the Unit as offices or living accommodation or as a home or business address and not use the address of the site or Unit for receiving mail;
- 9.3. spray paint or do any mechanical work of any kind in the Unit;
- 9.4. attach anything to the internal or external surfaces of the Unit or paint or make any alteration to the Unit;
- 9.5. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
- 9.6. cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site (which includes by removal, haulage or delivery contractors) and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation to other unit users at the Site;
- 9.7. leave anything in or obstruct or block any passageway, stairway, service area or other part of the Site and You must at all times be courteous to others and take reasonable care for Your own safety and that of others in using these areas;
- 9.8. leave on Site any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;
- 9.9. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us;
- 9.10. use or do anything at the Site or in the Unit which may invalidate or increase premiums under any insurance policies taken out by Us or any other person;
- 9.11. ignore any regulations in force from time to time at the Site and in particular You undertake to observe and comply with the "No Smoking" policy that is in effect for every unit at the Site and its common parts;
- 9.12. display any signs at the Site or on the windows or doors of Your Unit without Our written consent; or
- 9.13. distribute any leaflets or promotional materials to other customers at the Site whether direct to the units or in the common parts.

10. You must (and You will ensure that anyone authorised by You to access the Site must):-

- 10.1. use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of Us or any other unit users or other persons on the Site;
- 10.2. inform Us of any damage or defect to the Unit as soon as You become aware of it;
- 10.3. comply with the reasonable directions of any of Our employees, agents and contractors at the Site and any further regulations for the use, safety and security of the Unit and the Site which We may issue from time to time.

11. This Licence does not give You any right to exclusive possession of the Unit.

11.1. We may allocate specific Units (and the Unit numbers) shortly before move-in. If the Unit Size you selected is not available on your Start Date, we may (acting reasonably) allocate an alternative Unit or Units with a total floor area at least equal to the selected Unit Size, either at the Site or another nearby Site. Any such allocation will be at no additional charge.

We will notify you of the allocation by Allocation Notice.

11.2. Once Storage has commenced we reserve the right to relocate You to another unit specified by Us, which shall not be smaller than the current Unit:

- 11.2.1. by giving 14 days' notice during which You can elect to terminate the Licence under Condition 22; or
- 11.2.2. by giving 14 days' notice if We close the Site or any part of the Site for redevelopment, in which case We may require You to move the Goods from the Unit to another unit at another site which We shall try to ensure is as near as possible to the Site in the given circumstances; or
- 11.2.3. on shorter notice in the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Unit or any part of the Site to be closed or sealed off.

11.3. If We do require You to relocate then We agree to pay Your reasonable costs of removal which have been approved in writing by Us in advance of the removal.

11.4. If You do not arrange the removal of Goods to the alternative unit by the date specified in Our notice, We and Our agents and contractors may enter the Unit and do so. In doing so, We and Our agents and contractors will act on Your behalf and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, which is subject to the limitations in Condition 19).

11.5. If the Goods are moved to an alternative unit, this Licence will be varied by the substitution of the alternative Unit number and site name (if applicable) but shall otherwise continue in full force and effect and the Licence Fees at the rate in force for the original unit at the time of the removal will continue to apply to Your use of the alternative unit.

12. You must pay Us the Licence Fees for the minimum period of storage (if applicable) or otherwise the charge period specified in Part 1 on signature of this Licence. After that, You must pay the Licence Fees in advance on each Due Date. After the start date of your Licence the cooling off period will not apply.

12.1. If Your storage contract is linked to a minimum stay and You leave before this stay ends You will be liable for all charges to the end of the agreed minimum stay period (i.e. up to the earliest vacate date).

12.2. If You do not pay any Licence Fees by the Due Date then We may immediately without notice to You withdraw any further discounts, deductions, business services (if applicable) or other rebates on the Licence Fees which We have agreed to grant to You.

12.3. In support of Our Green policy, We will not print or post invoices to Our customers. However, if requested, invoices will be sent via email.

13. Fees & Charges

13.1. We may alter the Licence Fees at any time by giving You at least 20 days written notice and the new Fees shall take effect on the day after this 20 day notice period. You may terminate this Licence without charge at any time before the new Fees take effect.

13.2. Where We allocate a larger Unit or more than one Unit under Condition 11.1, the Storage Fees will be no more than the fees for the Unit Size You selected at sign-up.

14. No payment will have been made until We have received clear funds. It is Your responsibility to see that payment is made directly to Us on time and in full throughout the period of storage. Any Licence Fees paid by direct transfer will not be credited to Your account unless You identify the payment clearly and as directed by Us so We can see it relates to Your account. We shall have no liability to You and You will cover any reasonable costs or losses incurred by Us if We take steps to enforce the Licence (including the sale of Goods) due to Your failure to identify a payment.

14.1. In the event that a direct debit is dishonoured, We will charge You an administrative charge of £15 each time a direct debit is not allowed.

14.2. If You do not pay the Licence Fees by the Due Date then We will charge You Our standard late payment fees based on the length of time the payment is overdue as notified to You in Our late letters.

14.3. You will be responsible for and agree to pay any costs incurred by Us in collecting late or unpaid Licence Fees, or in enforcing this Licence in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees.

14.4. Where You have more than one licence with Us, all will form one account with Us and We may in Our sole discretion choose to apply any payment made by You or on Your behalf for this Licence against any debt due from You to Us on any licence in the account.

14.5. If You make a part payment of any of the Licence Fees outstanding under this Licence and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Licence in respect of the Licence Fees which remain outstanding from You. The time period from which We may take such action will still start from the Due Date on which the original Licence Fees were due and the Due Date will not be extended as a result of Your part payment.

15. All sums payable to Us under the Licence will become due immediately upon termination of the Licence unless You have terminated this Licence due to Our negligence. Any calculation of the outstanding fees will be made by Us.

16.

16.1. You must pay Us the Deposit on Your signature of this Licence. We may deduct from the Deposit any reasonable amount We may in Our sole discretion require to cover:-

- 16.1.1. any breach of Condition 9.6 (damage caused by You or Your agents);
- 16.1.2. any of the Licence Fees which have not been paid or any unpaid removal or other charges; or
- 16.1.3. any other obligation to Us that You have not performed.

16.2. We will return the balance of the Deposit to You (without interest) by credit card or electronic transfer, subject to the way You previously paid Your Licence Fee, no more than 21 days after this Licence terminates. If We are unable to process the repayment following vacation, unclaimed deposits and credit balances will be forfeited after 12 months.

16.3. If We deduct any monies from the Deposit You shall on request without delay make up the difference so that the Deposit balance is not reduced.

17. We take the issue of Prompt Payment very seriously and We have a right of lien over the Goods. A lien means that We have a right to retain the Goods until We have received full payment of the sums due to Us and We may sell or dispose of the Goods as described below. The lien lasts until the payment in full has been made either by credit or debit card payment or received by Us as cleared funds in our bank account.

17.1. Regardless of Condition 22, if any sum payable under the Licence is not paid when due, then You agree that, in addition to any other rights We may have:

- 17.1.1. the Goods are left in the Unit at Your sole risk;
- 17.1.2. without limiting Conditions 17.1.1 or 19, We exclude liability in respect of the Goods when payment of the Licence Fee or any other charges is overdue;
- 17.1.3. We will be entitled without further notice to refuse You and Your agents access to the Goods, the Unit and the Site and to install a new lock on the Unit until the outstanding amount has been received by Us in full; and
- 17.1.4. We may apply the Deposit against the unpaid amount and, if is not sufficient to clear the debt in full, We may hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with this Condition 17.

17.2. If any sum payable under the Licence is still outstanding one month after the service of written notice from Us requiring You to pay all outstanding amounts in full, or if You fail to collect the Goods after We have required You to collect them or if You fail to collect the Goods on expiry or termination of this Licence, We may in Our absolute discretion:

- 17.2.1. recover possession of the Unit and move Your Goods to the nearest alternative storage facility available for such purpose and charge You for all reasonable costs incurred by Us in moving and storing Your Goods, together with any repeated costs if We reasonably require to move Your Goods at any time afterwards;
- 17.2.2. send You a further notice in writing setting out the amount outstanding at the date of that notice and informing You that, if You do not pay the outstanding amount in full within 14 days of the date of the notice, We will sell some or all of the Goods as if We were the owner of the Goods and will pass all ownership of the Goods to the buyer. If You do not make payment in full within the time limits set out in the notice to sell, You authorise and consent to the sale or disposal of all Goods without further notice regardless of their nature or value.

17.3. We will sell the Goods by any method(s) reasonably available to achieve the best price reasonably available in the open market, taking into account the costs of sale.

17.4. If We sell the Goods, We will apply the sale proceeds first against the costs incurred by Us in administering the debt collection and sale process, such as removal and cleaning costs, auction and collection costs and a charge for Our management time, and second to pay the debt due from You.

17.5. If sale proceeds are not enough to settle in full all of these costs and the outstanding sums due from You, You acknowledge that You will remain responsible for the balance and We will take action to recover the outstanding amounts through a debt collection agency. You will then also be responsible for the debt collection agency fees.

17.6. If the sale proceeds are more than required to settle in full all of these costs and the outstanding sums due from You, We will hold the balance for You but We are not required to give You any interest on it.

17.7. If, in Our opinion and entirely at Our discretion, Your Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost.

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17.8. We may dispose of Your Goods at Our discretion including but not limited to in the following circumstances: in the event that Goods are damaged due to fire, flood or other event that has made the Goods, in Our opinion, severely damaged, of no commercial value, or dangerous to people or property or in the event that the Goods may contain personal data belonging to you or others. We do not need Your prior approval to take this action but will send You notice within seven (7) days of assessing the Goods.

17.9. You acknowledge that We shall be entitled to continue to charge for storage from the date the debt becomes due until payment is made in full or the Goods are sold or disposed of.

17.10. If You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.

17.11. Notices will be sent by email and/or where We consider it necessary, by hand, registered letter or recorded delivery service. They will be sent to the address last notified by You to Us. If no address within the UK has been provided, We will use any land or Email Address We hold for You and any Alternate Contact Person.

17.12. You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside Your Unit at any time with no liability to You.

18. Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to the restrictions in Conditions 7 and 8) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We cannot guarantee and make no assurance that any unit allocated to You is a suitable place or means of storage for any particular goods and accept no liability in this regard. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Licence. All Unit sizes are approximate and there may be small variations in Your Unit size from those described and We accept no responsibility for such inaccuracies. If You have exact requirements, You are required to ensure the size of the Unit allocated is correct with the Site before signing the Licence. In signing this Licence You agree to the actual size of the unit You use and not any represented unit size.

19. RISK AND RESPONSIBILITY

19.1. Our liability will commence from the time Your Property is placed by You into Your storage Unit(s) and the Unit is locked by You (see Condition 4) and ceases immediately upon removal of Your Property from Your storage Unit(s).

19.2. Restricted Liability

19.2.1. Unless and until a higher limit of liability has been fixed under a StoreProtect Addendum and continues in effect, Our liability for Loss or Damage is limited to negligence only up to a maximum of £100 for any one event or series of connected events.

19.2.2. Please note that We do not insure the Goods whilst they are on Site. It is a condition of this Licence that the Goods remain insured at all times while they are in storage against all Normal Perils for their Maximum Replacement Value (as new) as specified by You in Part 1. Normal Perils in this Condition mean actual loss of or damage to Goods caused by fire, lightning, explosion, earthquake, storm, flood, escape of water from any apparatus, theft by violent or forcible means, subsidence, riot and civil commotion, malicious damage, impact by vehicles, aircraft or aerial devices, vermin damage, collapse or partial collapse of building.

19.2.3. You undertake to Us that:

19.2.3.1. prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out above) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and You acknowledge that You shall be responsible for all uninsured risks including Normal Perils;

19.2.3.2. the insurance cover that You take out is for a sum which is at least equal to the Maximum Replacement Value of the Goods stored in the Unit from time to time; and

19.2.3.3. You will supply Us with evidence that You have taken out such insurance cover before You bring the Goods onto Site and promptly if We request You to provide evidence of such cover throughout the period of the Licence.

19.2.3.4. We do not give any advice concerning insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

19.3. StoreProtect - Enhanced Liability Option

19.3.1. As an alternative to Restricted Liability, We can accept an enhanced liability for Loss or Damage which may occur during storage under StoreProtect up to your stated Maximum Replacement Value. "StoreProtect" means an agreement by Us to accept an enhanced liability for Loss or Damage to Your Goods as described in Part 4 - StoreProtect Addendum (where applicable). If you opt for StoreProtect, You have the option, but not the obligation, to insure Your Goods. If you do not opt for StoreProtect, You must provide evidence to Us that Your Goods are adequately insured for all of the Normal Perils listed in Condition 19.2.2 prior to Us granting access to Your Unit and while Your Goods remain on site.

19.4. Nothing in this Licence is intended to limit Our liability to You where it would be unlawful to do so. This includes liability for physical injury to, or the death of, any person resulting directly from Our negligence or for fraud or wilful default or that of Our agents or employees.

19.5. Subject to Conditions 19.1 to 19.3 above, We exclude all liability in respect of Loss or Damage:

19.5.1. caused by Us or Our employees or agents in circumstances where there is no breach of legal duty or care owed to You by Us or by any of Our employees or agents;

19.5.2. that is not a reasonably foreseeable result of any breach (and something is reasonably foreseeable either if it is obvious it will happen or, if at the time this Licence was signed, both We and You knew that the loss or damage might happen);

19.5.3. if You are using the Unit in part or in whole for commercial purposes, for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract nor for other economic loss (direct or indirect); or

19.5.4. which arises from or to the extent it is increased as a result of a breach by You of any term of the Licence.

19.6. We accept no liability for any value which is purely sentimental.

19.7. You confirm that:

19.7.1. You have agreed on Part 1 of this Licence the Maximum Replacement Value (as new) of all the Goods;

19.7.2. the Replacement Value (as new) of the Goods stored in the Unit from time to time will not exceed the Maximum Replacement Value unless You have agreed this in writing with Us.

19.8. In certain cases We may not be able to allow You access to the Unit or Site, or carry out some of Our other obligations because of something that is outside Our reasonable control. This could include any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, electrical power failure, act of terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities. If this happens then We will not be responsible for failing to allow access to Your Goods for so long as the event continues. We will try to minimise any effects arising from such circumstances, but if We have not managed to resolve the situation within 3 weeks You will be entitled to terminate the Licence without charge and to remove Your Goods at the earliest available opportunity.

19.9. You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Unit. This includes laws relating to the Goods and how they are stored. You are responsible for any breach of those laws and You must compensate Us for the full amount of any claims, liabilities, demands, damages, costs and expenses We incur due to Your breach of laws. If We have reason to believe that You are not complying with all relevant laws, We may take any action We believe to be necessary, including:

19.9.1. the action described in Conditions 5 and 22.5;

19.9.2. contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or

19.9.3. immediately disposing of or removing Goods at Your cost, and You agree We may take such action at any time even though We could have acted earlier.

20. You will reimburse Us for the full amount of all claims, demands, liabilities damages, costs and expenses (including reasonably incurred legal and professional fees) that We or others incur which arise out of either:

20.1. the use of the Unit or the Site by You or anyone You allow to access the Unit or the Site (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Unit or Site); or

20.2. breach of this Licence by You or anyone You allow to access the Unit or Site; or

20.3. Our costs of enforcing any Conditions of this Licence; or

20.4. Any dispute as to the ownership of the Unit and/or Goods or as to the person who is entitled at law to have possession of the Unit and/or Goods.

20.5. You will not be responsible for losses We incur which arise from Our breach of this Licence (including where Our breach has put You in breach of this Licence).

20.6. Your responsibility for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Licence continues to run beyond the termination of this Licence.

21. This Licence shall expire on the Licence End Date or if no Licence End Date is specified in Part 1 and the Licence renews periodically after the minimum storage period then it can be terminated as described in Condition 22.

22. Either You or We may terminate this Licence as follows:-

22.1. by giving not less than the agreed written notice stated in Part 1 (usually fourteen (14) days) to the other, notice to Us must be given during the Site reception opening hours. The termination will become effective at the end of the period you have already been invoiced for, provided that the written notice was given to Us in writing at least fourteen days before the end of Your current invoice period. In the event that notice is given less than fourteen days before the end of Your current invoicing period, the Licence Agreement will terminate at the end of the next invoice period and You shall be required to pay storage license fees for that additional invoice period; or

22.2. if We commit a breach of this Licence, which We do not put right within 14 days of You notifying Us of it, then You may immediately terminate this Licence; or

22.3. if We notify You of any change to the Licence Fees or any other Condition of this Licence and You do not accept the change, You may terminate this Licence without charge at any time before the new or amended Conditions take effect by notice in writing to Us; or

22.4. if You undertake any illegal or environmentally harmful activities then We may immediately terminate this Licence; or

22.5. if You breach this Licence in any other way and, if that breach can be put right, You do not put that breach right within 14 days of Us notifying You of it then We may immediately terminate this Licence, (and in each case where We or You can terminate immediately, the Licence End Date shall be the date the notice is effectively served on You or Us under Condition 34); and

22.6. if We enter the Unit for any reason and there are no Goods stored in it, We may terminate the Licence without giving prior Notice.

22.7. If, on the Start Date, we cannot allocate (in accordance with clause 11) either (i) a Unit of the Unit Size you selected or (ii) an alternative Unit or Units with a total floor area at least equal to the selected Unit Size at the Site or at another nearby Site, you may terminate immediately without charge and we will refund any pre-paid Storage Fees for period after the termination date.

23. On the Licence End Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Licence Commencement Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any Goods or rubbish left in the Unit or on the Site. We may treat Goods remaining in the Unit after the Licence End Date as abandoned and may dispose of them in accordance with Conditions 17.3 to 17.8. You will also be responsible for the removal of any rubbish You create during this Licence. We do not provide waste bins for Your use. If You leave rubbish on the Site or use Our bins a charge will be applied to Your account for the cost of its removal. In addition, you must remove the lock from the Unit and advise the store reception you have vacated the room, if you do not continued charges will apply.

24. Where any payments are still outstanding from You which are not covered by any remaining Deposit, You must pay Us in full before We will release the Goods to You. Any calculation of the outstanding fees will be done by Us. If You do not pay Us such amounts, Condition 17 may apply.

25. You agree to examine the Goods carefully upon removing them from the Unit and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so.

26. PERSONAL INFORMATION

26.1. We collect information about You on registration and whilst this Licence continues, including personal data (Your Data). We process Your Data in accordance with the General Data Protection Regulation and all associated laws.

26.2. We will use Your Data for the purposes of this Licence, to process payments, communicate with You and generally maintain Your account. More detail as to how and why We collect information about You, how We will use it and Your rights in relation to Your Data are set out in Our Customer Privacy Policy which is available on Our website www.safestore.co.uk/privacy. We will ask for Your specific consents and preferences regarding the use of Your Data as and when We are required by law to do so.

26.3. We may share Your Data with, and collect information about You from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and HM Customs & Excise), Debt Collection agencies and trade associations of which We are a member. If You opt for StoreProtect, We may pass Your details on to our insurer or our claims agent.

26.4. We will release Your Data and other account details at any time if We consider in Our sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Licence; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Site, (f) if We consider the security of any unit at the Site or its contents may otherwise be put at risk. Also, if We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets. If substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.

26.5. You have the right to request a copy of the information that We hold on You. If You would like a copy of some or all of Your personal information held by Us, please e-mail privacyofficer@safestore.co.uk or write to the Privacy Officer, Safestore, Brittanica House, Stirling way, Borehamwood, Herts, WD6 2BT.

26.6. You will be required to nominate one or more people as Authorised Contact Persons (ACP) to manage Your account at the time You sign this Licence or notify Us in writing at any later time if you wish to change the ACP. You may (but are not obliged to) nominate one or more people as Authorised Access Persons (AAP) to have access to the Unit by naming them as AAP in Part 1 or notifying Us in writing at any later time.

26.7. For Your nominated ACP, You authorise Us to contact that person, provide and discuss the details of Your account and any default of this Licence by You and generally to deal with such Alternative Contact as Your agent in relation to this Licence, in particular if We are unable to contact You at the contact details You have supplied to Us for any reason.

26.8. You confirm that You have the right to provide to Us the personal data of any such ACP or AAP and to authorise Us to use such data for the specific purposes set out in Conditions 26.6 and 26.7. You agree to inform Us in writing of any changes to Your details or those of any ACP or AAP as soon as possible following the change.

26.9. We will not share Your Data with a person identifying themselves as Your spouse or partner unless such person is named as an ACP to manage Your account.

26.10. By signing this Agreement you consent that your personal data may be used for the purpose of credit and reference checking including listing on the Storer Check Database. See www.storercheck.uk for more details.

27. You acknowledge and agree that:

27.1. the terms of this Licence constitute the whole contract with Us;

27.2. in entering this Licence, You have not relied on any statements or representations made orally or otherwise which are not included in this Licence;

27.3. You have raised all queries relevant to Your decision to enter into this Licence with Us and We have, prior to You entering into this Licence, answered all such queries to Your satisfaction;

27.4. any matters resulting from such queries have, to the extent required by You and agreed to by Us, been recorded in writing in the terms of this Licence; and

27.5. if We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.

28. If any part of this Licence is found to be void or unenforceable then that part of the Licence shall be removed, but the remainder of this Licence will continue to apply.

29. This Licence is personal to You. You may not transfer this Licence, to any other person, firm or company and a breach of this Condition is a serious breach under Condition 22.5.

30. No one other than You or Us will have any rights to enforce any of the Conditions of this Licence.

31. This Licence shall be governed by the laws of England and Wales. Any dispute or claim that either You or We bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales alone unless You request that Your local United Kingdom jurisdiction or law should apply (in which case that other relevant United Kingdom jurisdiction and/or law shall apply). Before taking any court proceedings for anything arising out of this Licence, both You and We agree to try to settle any dispute by informal conciliation. The complaining party shall inform the other party in writing of the dispute in as much detail as possible. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Resolution (www.cedr.com) to try to resolve the dispute amicably. If the dispute is not resolved within ninety (90) days after notice of the dispute has been given, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Licence.

32. Where You are two or more persons Your obligations under this Licence shall be obligations of each of You jointly and separately.

33. If You need to contact Us, please contact Us at the address at the start of the Licence. We will also contact You at the address You have given in this Licence unless You let Us know in writing of a different address.

34. We reserve the right at any time to modify this Licence and to change, impose new or additional Terms & Conditions on Your Licence. Such modifications and/or additional Conditions will be notified to You in writing, by post or email, giving You 20 days' notice of their effective date. If You continue to use the Unit, We will be entitled to take this as Your acceptance of the new or amended Conditions. If You do not want to accept the new or amended Conditions, You may terminate this Licence without charge at any time before the new or amended Conditions take effect by notice in writing to Us.

35.

35.1. Any notice which is given by either You or Us:

35.1.1. must be given in writing (delivered by hand or by post) or via email;

35.1.2. if given by Us, notice shall be addressed to You and posted or emailed to Your address / email address contained in Part 1 of this Licence or any other address in the United Kingdom that You have notified to Us in writing; and

35.1.3. if given by You, notice must be addressed to Us and posted or emailed to Our address / email address contained in Part 1 of this Licence.

35.2. A notice will be served at the time of delivery by hand or 48 hours after it was placed in the post or at the time the e-mail was sent by the sender, provided that the sender does not receive an e-mail message stating that the e-mail has not been received by the intended recipient.

35.3. You are to notify Us promptly in writing of a change of Your address, phone numbers and email address shown in Part 1 of this Licence, any change in Your billing details and/or any change to the contact details provided for any Alternate Contact Person.

35.4. Allocation Notices may be given by email and may be sent on or before the day of the Start Date.

35.5. Email notices are deemed served when sent.

ADDENDUM APPLICABLE TO EXTERNAL VEHICLE STORAGE

If we provide you with external vehicle storage the Terms below will apply in addition to the Standard Terms above. If there are any inconsistencies between the Terms above and the Terms in this section, these additional Terms set out below will take precedence.

36. TERMS AND CONDITIONS STATUS

36.1.1 This is an addendum to the standard self storage agreement referred to above.

36.1.2 All standard terms defined above shall have the same meanings when used in this Addendum except that, in relation to the Vehicle storage, the term "Unit" refers to the "Parking Space" allocated by Us for the storage of the Vehicle and the term "Goods" refers to the "Vehicle" and its contents.

36.1.3 This Addendum applies to the motorcar, motorbike, boat, caravan, motorhome or other motorised vehicles as referred to above (Vehicle) that We agree to allow you to store outside Our Facility and outside of a self-storage unit.

36.1.4 We agree to provide the Parking Space so long as You are paying for that Parking Space.

36.1.5 You agree and consent to the terms and conditions set out in this Addendum.

36.1.6 You agree to pay for the Parking Space and to indemnify Us for any loss arising to Us as a result of Us providing the Parking Space (see section entitled Risk and Responsibility below).

36.1.7 We are not bailee of the Vehicle whilst We provide the Parking Space.

37. TERMINATION

37.1 We reserve the right to discontinue offering the Parking Space by giving fourteen (14) day's notice to You.

37.2 You may terminate this Agreement by giving the required notice as per condition 22.

38. COST

38.1 You agree to pay the fee for the Parking Space at the rate set out in Part 1 of this agreement or as amended from time to time. The Fee is payable on each relevant Due Date.

38.2 Our remedies for non-payment of the Parking Space Fee are the same as for non-payment of the Storage Fee under the Standard Agreement. These include Our right to sell or dispose of the Vehicle and its contents and to deduct from the proceeds of sale any outstanding arrears and any reasonable costs incurred.

39. ADDITIONAL CONDITIONS

39.1 You are responsible for ensuring the following conditions are met prior to storage of the Vehicle:

- all gas bottles must be removed from the Vehicle and must not be left anywhere at the Facility;
- all non-removable gas bottles must be switched off and left with minimal gas in the tank;
- all windows and doors must be securely locked;
- all accessories, personal effects, valuables and tool kits must be removed;
- any onboard water tanks and toilets must be drained;
- all food and perishable items must be removed;
- all batteries must be disconnected, where possible, and fuel drained if the period of storage shall be greater than thirty (30) days. You must only park in the Parking Space allocated to you by Us. This Addendum does not permit You to park an alternative or replacement vehicle without first obtaining Our consent in writing;
- 39.2 You shall not permit any other party to use the Parking Space allocated to You for the Vehicle.
- 39.3 No trading is permitted from the Facility and the Vehicle must not be offered or advertised for sale while in the Facility without Our express written permission.
- 39.4 Your Vehicle must not be inhabited during the storage period.
- 39.5 No repairs to Your Vehicle are to be carried out at the Facility. Minor repairs may be carried out with Our express written permission.
- 39.6 The Vehicle must be kept clean, mechanically sound and in good condition.

40. RISK AND RESPONSIBILITY

40.1 We do not insure the Vehicle or its contents and it is a condition of this Addendum that the Vehicle remains adequately insured at all times in accordance with Condition 19.2.3.1 of the Standard Agreement. Any items left in the Vehicle are left at Your sole risk.

Part 2 - Continued

40.2 All of the risk and responsibility provisions and insurance obligations in Condition 19 of the Standard Agreement apply during the provision of the Parking Space. Our liability for Loss or Damage (as defined under Condition 19.2.1 of the Standard Agreement) is limited to a maximum of £100 for any one event or series of connected events. We cannot accept an enhanced liability for any Vehicle using StoreProtect under any circumstances.

40.3 For the avoidance of doubt, Our duty of care in relation to the Vehicle shall be that of a reasonably careful person under like circumstances. We shall not be liable for any Loss or Damage to the Vehicle or its contents, however caused, while the Vehicle remains in the Parking Space, unless (in relation to the Vehicle only) such Loss or Damage resulted from Our failure to exercise such care in relation to the Vehicle as a reasonably careful person would exercise under like circumstances, and We will not be liable for Loss or Damage which could not have been avoided by the exercise of such care.

40.4 We exclude all liability for Loss or Damage caused by vermin infestation or caused by other vehicle owners and their vehicles at the Facility.

40.5 If it appears that the Vehicle has been brought to the Facility for the purposes of abandoning it or is not collected following termination of the Parking Space, We may arrange the sale or disposal of the Vehicle and shall be entitled to recover from You a disposal fee of £500 and any costs of sale or disposal incurred by Us.

40.6 You agree to indemnify Us and keep Us indemnified against all claims relating to any loss or damage to property or personal injury suffered by Us or Our employees or third parties resulting from or incidental to the provision of the Parking Space.

41. AMENDMENT

We vary the Service Fee or other terms of this Amendment and add new terms and conditions as long as such modifications are notified to You in writing. The modified terms will take effect 20 days after the date of Our notice to You. You may terminate the Service without charge before the change takes effect by giving notice in writing. Otherwise, Your continued use of the Service will be considered as acceptance of and agreement to the amended terms.

Health & Safety is Everyone's Responsibility

Safestore take Health & Safety of both staff & customers very seriously. We ask a member of our team to advise you of information that is important to you in the event of an emergency.

1. Nearest Fire Exits/Call Points

We will point out the nearest fire exits to your unit & how to raise the alarm. Under no circumstances should you attempt to extinguish a fire.

2. Alarm Sound

The sound of our fire alarm is: 'staff member to describe'

3. Evacuation Procedure

Leave quickly by the nearest exit but don't run or panic. Do not use lifts.

4. Assembly Point

This is the meeting area following an evacuation, it is vital that you go to this area so that we can account for everyone that was in the store. The assembly point is 'staff member to describe'

5. Signing In/Out Book/Swipe

In the event of an emergency evacuation this is our record of who is on our premises.

6. Keeping Exits & Aisles Clear

To allow ease of escape all aisles & exits must be kept clear.

7. No Smoking

Customers are reminded that it is against the law to smoke in our stores.

8. Store Specific Risks i.e.: Fork lifts, 24 hr access stores

Some stores have specific risks such as fork lifts being used, you must be vigilant particularly around loading bays, children must be accompanied by an adult at all times. We ask that 24 hour access customers raise the alarm if they smell burning by calling emergency services & activating the internal alarm, if safe to do so.

9. Shutters

Please ensure your vehicle is clear of the shutter's path when using the loading bay-many shutters are on a timer and will automatically close after a few minutes. Shutters must only be opened using a fob & must not be touched during operation. It is not acceptable to hit the safety edge, block any safety beam nor switch the power on or off. By signing this document you confirm that you know the correct way to use the shutter. If damage occurs due to misuse by you, or one of your representatives, you will be liable for any repairs.

10. Lifting/Stacking

Do not stack goods too high in units and do not stack or lean items against unit walls, this reduces the danger of toppling. When lifting - do not bend your back, use your legs.

11. Fire Drills

Fire drills are carried out on a regular basis, you are required to participate if on site as directed by store staff.

12. Your Responsibility

You must (and You will ensure that anyone authorised by You must):

- Use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of us or any other unit users or other persons on the Site;
- Inform us of any damage or defect to the Unit as soon as You become aware of it;
- Comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use, safety and security of the Unit and the Site which we may issue from time to time;
- If you have an external Unit which is individually alarmed, it is your responsibility to unset and reset the alarm on every visit.

13. Mezzanine floor weight limit

You should be aware that on upper floors of our stores we have a weight restriction of 500kg spread load per metre squared which should not be exceeded at any time.

14. Out of Hour Access (if applicable), In the interest of security and safety customers must act in accordance with the following guidelines:

Key fob:

- You must present your key fob to entry and exit fob readers regardless of whether doors are open or closed in order for your visit to be registered and for individual unit alarms (where applicable) to de-activate and re-activate or use the NOKE app if applicable
- It is your responsibility to ensure key fobs are kept in a safe place and are not loaned to other persons
- Do not label key fobs with details that may identify the unit or Safestore location
- Any lost key fobs must be reported immediately so they can be de-activated, a £10 (Ex VAT) charge will be applied for lost key fobs

Access / egress:

- DO NOT allow other persons to use your key fob to enter and exit the building
- DO NOT allow other persons to tail gate as you enter and exit the building
- DO NOT hold doors open for other persons
- DO NOT block door sensors so they remain open
- Entry and exit of the building is via the loading bay or reception (if open) only
- Fire exit doors are alarmed and must only be used in an emergency
- DO NOT enter prohibited areas like staircases / reception etc.
- Never leave the premises with shutter doors left open if doors will not close automatically when leaving the emergency services should be called using the emergency telephones located in the loading bay
- If you suspect something illegal is happening in the building call the police

Lift Safety:

- If your storage unit is located on an upper level floor you will have access to a lift and you should familiarise yourself with the operation of the lift prior to your first out of hours visit
- Access to upper floors in stores with passenger lifts is by using the lift only enclosed staircase routes are alarmed and doors are secured with break-glass mechanisms so cannot be used
- You or other persons are not permitted to ride in goods only lifts
- All passenger lifts are fitted with dial out alarms that can be activated from inside the lift should a person be stuck inside the lift car. Pressing the alarm connects to the security services to provide assistance

Fire Safety:

- Safestore operates a NO SMOKING policy and it is forbidden and against the law to smoke anywhere inside the building
- If you discover a fire you must leave the premises immediately via the nearest fire exit, (DO NOT USE THE LIFT)
- You can and raise the alarm by activating a fire alarm call point situated at fire exit doors
- Some fire exit doors are fitted with ceramic bolts that need to be broken with the hammer provided others may have magnetic locks that can be de-activated by pressing the glass in the green box on the wall next to the door
- If you hear the fire alarm please leave the building as previously described
- You should familiarise yourself with the nearest available escape routes to your storage unit prior to your first out of hours visit

CCTV:

- Customers are advised there is extensive 24hr recorded CCTV coverage

By signing the contract you are confirming that you are aware of your responsibilities as a customer when on Safestore premises after hours. You are aware that if your actions when in a store result in alarms activating that call security services you may be liable to a charge being added to your account. Repeated non-compliance to the guidelines could result in withdrawal of 24hr facilities altogether.

StoreProtect Addendum

Our Licence restricts Our liability to You to for Loss of 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	
StoreProtect - What do I receive?	<ul style="list-style-type: none"> · 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. · 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 'Exclusions - what StoreProtect does not provide for'). · 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. · If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property. · 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 (“Claims Admin Fee”).
Our Duty of Care under StoreProtect	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.
Your Responsibility	<p>To opt for StoreProtect, it is Your responsibility to:</p> <ul style="list-style-type: none"> · provide a suitable Maximum Replacement Value; · confirm Your wish to opt for StoreProtect by signing and dating Part 1 of this Agreement; · 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.
Proportional Reduction	<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 (“Proportional Reduction”).</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>
General Exclusions and Limitations	<ul style="list-style-type: none"> · 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. · 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. · 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.

<p>Exclusions - what StoreProtect does not provide for</p>	<p><u>The StoreProtect enhanced liability limit will not apply in relation to the items listed below:</u></p> <ul style="list-style-type: none"> · Any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers ("Vehicles") stored inside or outside of a Unit; or · Any delivery and collection goods. <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><u>Restricted Goods</u> 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:</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> 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"):</p> <ul style="list-style-type: none"> · Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit; · Loss or Damage which is discovered after Your Property is removed from the Facility; · 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; · 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; · 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; · Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents; · 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;
<p>Maximum Liability</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>Why We restrict liability</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>Our Licence</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>Failure to pay StoreProtect Charges</p>	<ul style="list-style-type: none"> · 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. · 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.

**Termination /
Cancellation*****Your right to cancel StoreProtect***

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).

- If You cancel StoreProtect prior to the storage services commencing, We will refund to You all StoreProtect Charges paid by You.
- If You cancel StoreProtect after the storage services have started, You have the right to cancel StoreProtect at any time by giving Us 14 days written notice and it will take effect after this period and from your next issued invoice.

Our right to cancel StoreProtect

- Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under the Licence.
- 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.
- 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).

General

- 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.
- 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.

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.