StoreProtect Addendum

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

Please take the time to read the detailed terms in the table below. In particular, **'Exclusions – what StoreProtect does not provide for'** as this includes terms where 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 Your agent. We 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	
Definitions	For the purposes of this Addendum, the following definitions shall apply: • "**Property**" or "**Your Property**" or "**Goods**" means any and/or all goods stored by You in a storage unit allocated to You at the Facility; • "**Replacement Value**" means the current cost of replacing Your Property 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**" means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage. • "**Loss**" or "**Damage**" means identifiable losses, destruction of or damage to Your Goods, wilful acts, omissions and default, including theft by forcible entry or damage caused by Us, Our employees, agents or representatives while the Goods are in the unit.
StoreProtect - What do I receive?	✓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 in the event of negligence shown in the enclosed Conditions of Agreement will not apply. ✓Instead, We accept liability for Loss or Damage (as defined) 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 will commence from the time Your Property is placed by You into Your storage unit(s) and ceases immediately upon removal of Your Property from Your storage unit(s). ✓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 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	• We are responsible for maintaining the Facility in a secure condition and will provide Our services with reasonable skill and care. • 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	**To opt for StoreProtect, it is Your responsibility to:** • provide a Maximum Replacement Value on the Customer Declaration; • Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect; • pay the additional charges set out for StoreProtect (**"StoreProtect Charges"**); and • ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.
Proportional Reduction	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"**). *(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.)*
Exclusions – what StoreProtect does not provide for	**<u>StoreProtect cannot be accepted for:</u>** × any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers ("**Vehicles**") stored outside of a unit; × Any food or perishable Goods; or × Any delivery and collection Goods. Our liability for the Goods listed above is restricted and the requirement for You to insure Your Property remains valid, as per the Conditions of Agreement, whether or not You opt for StoreProtect for other stored Property. **<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: × 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, 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. **<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"): × 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 by 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; × Any value which is purely sentimental; × 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;

General Exclusions and Limitations	• We exclude and limit certain types of Loss or Damage, as set out in the Conditions of Agreement. Please read these exclusions and limitations carefully – they apply whether or not 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.
Maximum Liability	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.
Why We restrict liability	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.
Our Agreement	Our standard Conditions of Agreement also apply in full to this Agreement, 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 Conditions of Agreement is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and Our Duty of Care in respect of Your Property is as set out above); and (b) the requirement to insure Your Property stated in the Conditions of Agreement becomes an option instead of a requirement.
Failure to pay StoreProtect Charges	• 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 negligence once up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement. • 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 by giving Us written notice prior to removal of Your Property from storage. You can provide notice by emailing Us at info@masonsselfstorage.co.uk or by writing to Masons Self Storage Ltd, The Storage Centre, Priority Enterprise Park, Cardiff Road, Barry, CF63 2BG • 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, We will refund to You any StoreProtect Charges that You have paid in advance in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). ***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 Conditions of Agreement. • We may cancel Your right to benefit from StoreProtect and terminate this Addendum at any time by giving You thirty (30) 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 cancellation date We notify to You). ***General*** • Our liability to You after the StoreProtect cancellation date will be restricted to negligence only up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement. • 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 Conditions of Agreement.

StoreProtect Customer Declaration

Customer Name	
Customer Address	
Agreement Number	

General

In providing Your signature below, You confirm:

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

By signing to ACCEPT StoreProtect in the appropriate box below, You also confirm:

- You have read and understand the StoreProtect Addendum and wish to opt for enhanced liability protection up to the Maximum Replacement Value You have provided below.
- You 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.)*
- You understand that, if You submit a claim under StoreProtect, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs.

If You sign to DECLINE StoreProtect, You understand that:

- You are required to arrange insurance at Your own expense to cover the stated Maximum Replacement Value of the Property.
- You must provide evidence of the insurance You have arranged within 30 days of Your Goods being placed into storage.
- If Your Property is affected by Loss or Damage, liability is limited to negligence only up to a maximum of £100 or the actual value of the affected Property (whichever is less).

Your Name				
Maximum Replacement Value		**£**		
StoreProtect Charges		**£**	**plus VAT per week/ fortnight/ 28 days/calendar month**	
Your Signature	**ACCEPT StoreProtect**	ACCEPT	**Date**	
	DECLINE StoreProtect	DECLINE		

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 info@masonsselfstorage.co.uk 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 info@masonsselfstorage.co.uk 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 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 in Our 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 set out below.**
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 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. We 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.