# StoreProtect Addendum

Please take the time to read the detailed terms in the table below. In particular, We draw Your attention to 'Exclusions – what StoreProtect does not provide for' as this includes terms where We limit or exclude Our liability to You in certain circumstances.

**Note**: "StoreProtect" means an agreement to accept an enhanced liability for Loss or Damage to Your Property as described in this Addendum. 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 ourselves, but We may at Our option arrange insurance ourselves 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.

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Detailed terms	
StoreProtect - What do I receive?	<ul> <li>✓ In return for payment of the StoreProtect Charges, We agree to accept an enhanced liability for Loss or Damage to Your Property and Condition 7.2 of Our enclosed Conditions of Agreement will not apply.</li> <li>✓ 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').</li> <li>✓ 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).</li> <li>✓ Our liability to You under StoreProtect for Loss or Damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value, whichever is the smaller sum, at Our option. We accept no liability for depreciation following repair.</li> <li>✓ If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property (per Condition 7.2.2 of Our Conditions of Agreement).</li> <li>✓ If you submit a claim, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs ("Claims Admin Fee").</li> </ul>
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	<ul> <li>To opt for StoreProtect, it is Your responsibility to:</li> <li>provide a Maximum Replacement Value on the Customer Declaration;</li> <li>Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect;</li> <li>pay us the additional charges set out for StoreProtect ("StoreProtect Charges"); and</li> <li>ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.</li> </ul>
Our 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.
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.)

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#### We exclude and limit certain types of Loss or Damage, as set out in Condition 7 of Our Conditions General **Exclusions and** of Agreement. Please read these exclusions and limitations carefully - they apply whether or not Limitations You opt for StoreProtect. • There may be circumstances where Excluded Items (Condition 6.3 of Our Conditions of Agreement) are stored in Your Unit(s) without Our knowledge. Where You store Excluded Items in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Excluded Items (Condition 7.9 of Our Conditions of Agreement). We will not be liable for any Loss or Damage to Your Property unless You notify Us in accordance with Condition 10 of Our Conditions of Agreement. Exclusions -StoreProtect cannot be accepted for: what x any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle or trailer StoreProtect ("Vehicles") stored outside of a Unit; does not × Any food or perishable Goods; or provide for × Any delivery and collection Goods. Our liability is restricted in accordance with Condition 7.2.1 and the requirement for You to insure Your Property in Condition 7.2.2 remains valid whether or not You opt for StoreProtect for other stored Property. 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 Our express permission in writing: x Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total: x Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and x 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. It is not always clear how Loss or Damage was caused, so We must limit or exclude Our liability for Why We Loss or Damage to Your Property in certain circumstances. We also cannot accept liability for Loss restrict Our or Damage which could not have been reasonably avoided. Please be reminded that StoreProtect is liability not a contract of insurance and You have the option to arrange Your own insurance separately. Our standard Conditions of Agreement also apply in full to this Agreement, save that, if You opt for **Our Agreement** StoreProtect: (a) We agree to accept an enhanced liability as described above (so, the limit in Condition 7.2.1 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 in Condition 7.2.2 of Our Conditions of Agreement becomes an option instead of a requirement. If You fail to pay the StoreProtect Charges in full on the due date for payment (Condition 3.2 of Our Failure to pay Conditions of Agreement), You will not benefit from the enhanced liability that We offer under StoreProtect StoreProtect. Our liability to You will, instead, be restricted to Loss or Damage caused by negligence Charges only and limited to £100 in accordance with the terms set out in Condition 7.2.1 of Our Conditions of Agreement and You will be required to insure Your Property in accordance with Condition 7.2.2 of

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

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Our Conditions of Agreement.

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 <a href="mailto:info@skiptonselfstore.co.uk">info@skiptonselfstore.co.uk</a> or by writing to us at Skipton Self Store, Gargrave Road, Skipton BD23 1UD

- 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 **Condition 3** of Our 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 the normal level as set out in **Condition 7.2.1** of Our Conditions of Agreement and You will be required to insure Your Property in accordance with **Condition 7.2.2** of Our 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 Condition 9.2 of Our Conditions of
  Agreement.

#### Where Your Property is Lost or Damaged

# Notification Condition

If You discover Loss or Damage to Your Property, You must fully comply with the requirements set out under **Condition 10** of Our Conditions of Agreement.

## Additional Claim Requirements

For Us to fully assess Your claim, the following additional information may be required:

- Estimates for cleaning, repairs or replacement:
- As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
- 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).
- For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
- 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.
- Where You believe that Your Property has been damaged by an ingress of water, You must photograph
  the alleged source of the ingress.
- Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
- 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.
- 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.

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