## Terms and Conditions of a Licence to Store Goods

#### **Condition 1. Definitions**

In these terms and conditions, the following words have the following meanings: **We, Us, Our or UK Storage Company** means UK Storage Company (SW) Ltd. **Customer, You or Your** means the customer named in this Agreement as the party using the Unit;

Agreement means the Summary Terms, these general terms and conditions of storage, the StoreProtect Addendum and any other terms specific to the use of the Unit agreed between Us and You from time to time, as amended in accordance with these terms and conditions;

Summary Terms means the cover sheets setting out the headline terms of the licence agreement between You and Us;

**Goods** or **Property** means all goods which are stored or placed anywhere in the UK Storage Company Site (including the Unit); **Unit** means the storage unit specified in the Summary Terms by the number

**Unit** means the storage unit specified in the Summary Terms by the number which identifies it or such replacement Unit allocated to You by Us from time to time or such other space allocated to You for Special Services;

Site means the premises on which the Unit is situated;

Access Hours means the hours we permit access to the Unit as set out in the Summary Terms;

Commencement Date means the date specified on the Summary Terms as the start date;

**Due Date** means the date specified in **Condition 5.1** for each storage period, or the previous business day if the Due Date falls on a Bank Holiday;

Our Fees means the storage fee (and StoreProtect Fees, where applicable) being the amount specified on the Summary Terms or as most recently notified by Us to You and all other fees which are payable by You under this Agreement or become payable by You, plus applicable VAT; Prompt Payment means in respect of Our Fees, payment on the Due Date or

**Prompt Payment** means in respect of Our Fees, payment on the Due Date or within two working days afterwards, and in respect of any other sum being due under this Agreement or any other agreement between You and Us, payment within seven days of that sum being demanded in writing;

**Termination Date** means the date of termination of this Agreement in accordance with **Condition 4**.

Replacement Value means the current cost of replacing Your Property as new, except for:

- household linen and clothing, 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.

Vehicles means any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers.

## Condition 2. Purpose and use

So long as Our Fees are paid up to date, we license You but no other person: 2.1. to store Goods in the Unit in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and 2.2. to have access to the Unit at any time during Access Hours only for the

purposes of depositing, removing, substituting, or inspecting the Goods and Your regular inspection of the Unit for damage or its continued suitability for the Goods. You have no right to access the Unit for any other purposes or outside Access Hours. 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 temporarily to other reasonable access times at any time without giving any prior notice. If We have agreed You can take a 24-hour access option, then this will be subject to an additional charge and may be subject to additional restrictions. 2.3. Only You, or others authorised or accompanied by You (Your Agents) may access the Unit. You are responsible for and liable to Us and to other users of Units on the Site for Your own actions and those of Your Agents. We may ask for proof of identity from You or any other person at any time (although we are not obliged by this Agreement or otherwise to do so). You agree that You will provide and ensure that Your Agents will provide Us with proof of identity at any time We require it. We reserve the right to impose additional restrictions and proof of identity requirements in relation to 24-hour access options. 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 sole 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.

2.4. You must provide Us with an Alternate Contact, who We may contact to ask for their assistance in contacting You. By providing details of an Alternate Contact, you authorize Us to contact Your Alternate Contact to discuss, disclose and provide access to Your account details and discuss any default of this Licence by You if We are unable to contact You. You warrant that You have the right to provide to Us the personal data of Your Alternate Contacts and to authorize Our use of such data for the purposes of this **Condition 2.4**.

authorize Our use of such data for the purposes of this **Condition 2.4**. 2.5.You are responsible for using a secure lock for the Unit and You must ensure that the Unit is always locked to be secure from unauthorised entry when You are not in the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with, give Your access code to, or permit access to Your Unit to any person other than Your 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 any such person is Our employee or agent. We do not accept any liability for any person including Our employee or agent holding Your key, having knowledge of Your access code, and having access to Your Unit and any such person acts as Your Agent only. If We have to remove a customer lock, You will incur a minimum charge of  $\pounds 72$  (including VAT), plus the costs of any labour, replacement lock and damage to the storage Unit door.

2.6. Any deviation between the actual size of the Unit and the indicated size in the Agreement gives neither party any right or entitlement to a price adjustment. Unit measurements include all fixtures, including the walls, and are approximately sized. This can be a variation of +/-10%.

2.7. You authorise Us and Our agents and contractors to enter the Unit and if necessary, to break the lock to gain entry, in the following circumstances:

- if we give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations to it or any other part of the Site;
- at any time without notifying You if we reasonably believe that the Unit contains any items described in Condition 2.12 or is being used in breach of Condition 2.11;
- at any time without notifying You if we are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, Local Authority or other competent authority or by a Court Order;
- at any time without notifying You (but with notice as soon as possible after the event) for any purpose (including for repair or alteration) if we believe it is necessary in an emergency 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;
- to obtain access in accordance with Conditions 2.16 or Condition 5;
- if a Unit is discovered to be locked but not under contract with Us;

2.8. You warrant that throughout this Agreement, 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 Agreement and that You act as a duly authorised agent of any such person. You indemnify Us against any loss or damage suffered by Us for breach of this warranty including any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.

2.9. Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to **Conditions 2.11** and **2.12**) You must ensure that the Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not warrant or represent that any Unit allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Agreement.

2.10. We reserve the right to refuse to permit You to store any Goods and/or to require You to collect any Goods from the Unit if in Our 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.

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

- use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other Unit or any person on the Site;
- do anything on the Site or in the Unit which may invalidate any of our insurance policies or those of other users or increase the premiums payable on them;
- use the Unit as living accommodation, offices or workplace or as a retail or other commercial outlet;
- spray paint or do any mechanical work of any kind in the Unit;
- attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit; without written permission from Us;
- 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;
- use any portable heater;
- cause any damage to the Unit or any part of the Site or its facilities or to the property of Us or any other users or other persons on the Site and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
- leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas;
- connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us. Any authorised electrical appliances must always be switched off during absence;
- use the Unit as a registered office or seat of a company;
- unless You have signed up to Our postbox service and have signed appropriate additional terms and conditions, use the Unit or the Site as a mailing address; or
- use the Unit for any illegal, criminal, tax evasion or immoral activities.

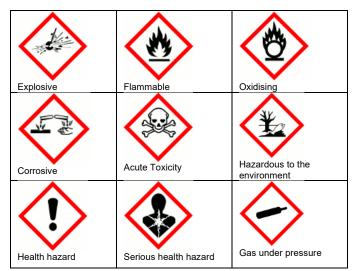
2.12. You are strictly forbidden from storing (or allowing any other person to store) any of the following goods in the Unit (this list is not exhaustive):

- jewels, fur, art objects, collection pieces;
- · cash money, securities, stocks or shares;
- · any item which emits any fumes, smell or odour;
- birds, fish, animals or any other living creatures;
- refuse and other waste materials (including animal and toxic/hazardous waste materials);
- food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance;
- firearms, explosives, weapons or ammunition;
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.;
- · chemicals, radioactive materials, biological agents;

#### · asbestos and/or processed asbestos;

- fertilizer:
- · gas bottles or any other compressed gases and/or batteries;
- fireworks;
- Any Goods or items where the Replacement Value is £1,000 or greater UNLESS they are specifically notified to Us in writing or otherwise listed on any inventory provided by You to Us;
  Carpets or rugs made from wool and/or silk, curtains or soft furnishings made
- Carpets or rugs made from wool and/or silk, curtains or soft furnishings made from silk and furs of any kind except where these items are shrink- wrapped in plastic or placed in appropriate plastic covers that are fully sealed prior to You putting these items into storage.
- car and/or motorcycles; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed in a marked parking space only, but are only permitted if You have signed appropriate additional terms and conditions; the cars furthermore need a separate fully adequate insurance cover to be maintained by You at all times, since cars and motorcycles cannot be included under StoreProtect;
- flammable solids which include but not limited to e-scooters, e-bikes and lithium-ion batteries of any size or rating;
- combustible or flammable materials or liquids including diesel and petrol;
- any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
  - explosive substances and preparations such as spray cans including air fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
  - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids;
  - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
  - (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
  - harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
     caustic substances and preparations such as unblocking agents for
  - caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
  - irritants and preparations;
  - sensitizing substances and preparations;
  - o carcinogenic substances and preparations;
  - mutagenic substances and preparations;
     substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs;
  - pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper; and
  - pesticides and herbicides.

Most toxic, flammable, or hazardous substances can be recognised by the symbols below. You are bound to inspect the Goods and remove any article containing the warnings below, prior to entering them into the Unit.



If the Customer acts in violation of **Condition 2.11 or 2.12**, the Customer shall indemnify UK Storage Company for any damage that You or We may suffer as a result, and the Customer may be subject to criminal prosecution. Please note that UK Storage Company will not inspect or verify the Goods and/or their compliance with the terms of this Agreement.

In the event that the Customer is suspected of being in violation of this Agreement, in particular **Conditions 2.11 and/or 2.12**, We have the right, but not the obligation, to notify the relevant authorities and allow these authorities to access the Unit for verification purposes, at the expense of the Customer. We may, but are not obliged to, notify the Customer of any such action.

- 2.13. You must (and You shall procure that Your Agents must):use reasonable care when on the Site or in the Unit and take all reasonable
- use reasonable care when on the site of in the only and take an reasonable care in respect of the Unit, the Site, and the property of Us or any other users or other persons on the Site;

- inform Us immediately of any damage or defect to the Unit, or any other emergency situation that presents a problem to You, Your agents or other customers on the Site; and
- 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.

2.14. Phone calls to UK Storage Company during business hours should be directed to the phone number listed on all documentation and correspondence from UK Storage Company.

from UK Storage Company. 2.15. Phone calls to UK Storage Company outside of business hours should be to the emergency contact number sent to You by text and displayed to You online on completion of Your Agreement and initial payment. This number is also found inside the gates on Site and/or immediately inside the entrance doors to the building. An emergency call-out charge of £50 (including VAT) for any out-of-hours calls to the emergency number that are **not emergency or urgent in nature** will be applied. Customers without out of hours access who phone the emergency call-out fee of £50 (including VAT). 2.16. This Agreement shall not confer on You any right to exclusive possession

of the Unit. We may at any time require You to remove the Goods from the Unit to another Unit specified by Us which shall not be smaller than the current Unit (a) by giving 14 days' notice during which You can elect to terminate this Agreement under Condition 4.; or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. We agree to pay Your reasonable costs of removal which have been approved in writing by us in advance of the removal. 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 as Your agent and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, subject to the limitations contained in Condition 6). If the Goods are moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but shall otherwise continue in full force and effect and Our Fees at the rate in force at the time of the removal will continue to apply to Your use of the alternative Unit.

#### **Condition 3. External Storage Units**

3.1. Anti-condensation roof

Please note, in the case of external storage Units only, Your Unit has an anticondensation roof. The roof membrane is designed to absorb any moisture in the atmosphere allowing it to disperse and dry with the airflow of the Unit. Therefore, You <u>must</u> leave a 3 inch (10cm) gap between Your Goods and the roof so that this system can work effectively. If Your Goods are in contact with the ceiling and suffer damage as a result, UK Storage Company is <u>not</u> <u>responsible</u> for any damage to or replacement of the Goods.

#### **Condition 4. Term of the Storage Agreement**

4.1. Either You or We may terminate this Agreement by giving written notice to the other. Where there is no serious breach, You or We must give not less than fourteen (14) days' written notice to the other, in which case termination will take effect from the date the notice expires, which shall be the Termination Date. If You or We commit a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) the party in breach shall have failed within 15 days after service of a notice to do so, to remedy the breach, the party not in breach can give written notice to terminate which will take effect immediately. Serious breach includes a failure by You to pay all Our Fees and other charges due to Us under this Agreement. The Termination Date shall be the date the notice is effectively served on You or Us in accordance with **Condition 9.1**.

4.2. Notwithstanding the fourteen (14) day notice period required to terminate this Agreement under **Condition 4.**, You may terminate this Agreement on giving Us less than 14 days' notice of Your intention to do so, but You will incur storage fees for the full 14 day notice period plus any other charges due under this Agreement. We are entitled to retain from Your Deposit, or make a charge for, the apportioned amount of Our Fees if less than the required notice is given by You. In the event You wish to move out of Your current Unit and downsize to a smaller one or upgrade to a larger Unit, You will continue to pay Our Fees for the current Unit for the remaining days (up to a maximum of 14 days) whilst your Goods remain in the current Unit and then pay the modified Fees for the new Unit form the day You move Your Goods into the new Unit.

4.3. Notwithstanding the Termination Date, this Agreement will remain in force until the date the Goods are fully removed from the Unit, Your lock is removed and You have notified store staff of Your actions.

4.4. Immediately on the Termination Date, You must remove the Goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. A standard cleaning charge of £10 (including VAT) is payable upon move-out. If You do not leave the Unit clean and tidy, You shall pay any additional costs over and above the standard cleaning charge for cleaning and maintenance of the Unit or disposing of any goods or rubbish left in the Unit or on the Site. We may treat the Goods remaining in The Unit after the Termination Date as abandoned and We may move, sell or otherwise dispose of them in accordance with Condition 5.12. You must inform Us once the Unit has been emptied by you and is no longer required. An account will remain open until such notification has been received, either by phone, or in writing. You must obtain from store staff, confirmation that they have acknowledged Your action either in email, writing or if verbally that You take the staff members name, the time and date of the call for future reference.

4.5. Where this Agreement has terminated, and You have paid more storage fees than are due at the Termination Date, we will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under **Condition 5.6.** No interest will accrue on any money held by Us for You. Any StoreProtect fees, 24-hour access fees and any fees for payment by any method other than Direct Debit are not refundable. Where any payments in relation to Our Fees up to the Termination Date are still outstanding from You,

You must pay Us in full including any outstanding interest before we will release the Goods to You.

4.6.UK Storage Company will make all reasonable efforts to contact You, however, unclaimed refunds will be forfeited after a one-calendar month period following the Termination Date.

4.7.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 before removing the Goods from the Site. If You discover damage outside of normal Access Hours, You must phone the out-of-hours number to report this and leave all damaged items in the Unit for inspection.

4.8. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of Us or You that came into effect during the life of the Agreement. This includes the right to claim damages for breach of the Agreement, liability for outstanding mones, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

## Condition 5. Storage Fees and Late Payment

5.1. You must pay Us Our Fees for a minimum of either a month or four-week period of storage on signature of this Agreement and thereafter We will take subsequent payments in advance on the invoice date for each storage period or other date agreed with You (the **Due Date**).

5.2. Upon signing the Agreement, the Customer must:

- · Pay the first invoice comprising all storage charges and costs relating to the first period of storage; and
- Purchase a unique cylinder lock unless the customer has previously purchased and retained a unique cylinder lock from UK Storage Company.
- 5.3. If You do not pay Our Fees on the Due Date:
- You must pay Us an administrative charge for each late payment of 12.5 percent of Our Fees or £15 (including VAT) whichever is the greater.
- We may (in Our sole discretion) immediately without notice to You, withdraw any further discounts, deductions or other rebates on Our Fees agreed to be granted by Us to You.
- If payment is not forthcoming within 30 days of the Due Date, We may charge a further £100 administration charge (including VAT) and/or a £20.00 (including VAT) collection charge to Your account;
  5.4. Personal cheques are not accepted. On each occasion any Company

cheque is dishonoured, or a Direct Debit is returned UNPAID, at our option, You must pay Us an administrative charge of £15 (including VAT). At the Company's discretion, an administrative charge of £8 (including VAT) per billing cycle will be incurred for all customers who choose not to pay by Direct Debit. If You pay by direct transfer, You must make sure that You identify the payment clearly (Unit number/surname), so that We can identify the payment to ensure allocation against Your respective account. All cleared funds received must cover the balance owed.

5.5. Additionally, You must pay Us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of Royal Bank of Scotland, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not we exercise the right of sale under this Agreement

5.6. You must pay Us a deposit (the Deposit), if so required, on Your signature of this Agreement. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount we may in Our sole discretion deduct to cover:

#### • any breach of Condition 2.11;

- any of Our Fees which have not been paid or any unpaid removal or other charges; or
- any other obligation to Us that You have not performed.

UK Storage Company will make all reasonable efforts to contact You, however, unclaimed Deposits or credits on an account will be forfeited after a three-calendar month period following the cancellation of the reservation (if storage is not taken up within that period) or the issue of the relevant credit note or within one month of termination of this Agreement.

5.7. The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to us from time to time under this Agreement or any other agreement between You and Us (in this Condition, called '**Your Debt**') is of the essence of this Agreement. 5.8. The terms of this Condition are additional to and without prejudice to all or

any rights We may have at common law or otherwise.

5.9. In default of Prompt Payment of Your Debt or following the Termination Date, We are relieved of any duty howsoever arising in respect of the Goods; and the Goods are held solely at Your risk and We shall be able to immediately exercise the lien described below.

5.10. We have a right of lien over the Goods for Your Debt. Until payment of Your Debt in full has been received by Us by credit or debit card, or a direct bank transfer, and after this lien becomes exercisable by Us, the following Conditions shall apply. A right of lien means We have the right to seize and sell or otherwise dispose of some or all of the Goods as security for Your obligation to make payments under this Agreement.

5.11. In default of Prompt Payment of Your Debt, You authorise Us without further notice:

- to refuse You and Your Agents access to the Goods, the Unit and the Site;
- · to enter the Unit and inspect and remove the Goods to another unit or Site and to charge You for all reasonable costs of doing soon any number of occasions.
- to apply any Deposit against Your Debt; and
- if the Deposit is insufficient to clear Your Debt in full, to hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Conditions 5.14 to 5.18.

5.12. You acknowledge that We shall be entitled to continue to charge for storage from the date Your Debt becomes due until payment is made in full or the Goods are sold or disposed of, If You do not pay Our Fees on the Due Date, We reserve the right to require You to pay is full the value of any discounts and special offers (including periods of free storage) which You have received. We may also add the costs of disposal and default action costs to Your Debt.

5.13. If this Agreement has expired or has been terminated and You fail to remove all Goods from the Unit, We are authorised to treat the Goods as abandoned and may sell or dispose of them in accordance with Conditions 5.14 to 5.18. You are liable for storage fees for the period from abandonment to the date of sale or disposal of the Goods together with any costs of disposal (also Your Debt)

5.14. In the event that Your Debt is not paid promptly or You fail to collect the Goods after We have required You to collect them or upon expiry or termination of this Agreement, We may, subject to Condition 5.16, sell the Goods as if We were the owner and will pass all rights of ownership in the Goods to the buyer. and use the proceeds of the sale to pay first the costs incurred by Us in the sale and removal, and secondly in paying Your Debt and to hold any balance for

You. Interest will not accrue on the balance. 5.15. If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Us and Your Debt, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to Your account. Interest will continue to accrue on Your Debt until payment has been made.

5.16. Before We sell the Goods, We will give You notice electronically to the email address given to Us by You and/or in writing by registered or recorded delivery post at Your address as stated on the Agreement or any address in England and Wales notified by You to Us in writing prior to our notice.. This notice will direct You to pay (if You are in default) or collect the Goods (if they are abandoned) and will specify any particulars that We have of the Goods and the amount of Your Debt at the date of the notice (and, in Our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and that in default of payment within 28 days after the date of the notice or collection in accordance with the notice, We will sell or dispose of the Goods. We do not agree to give You any further notice of any intended sale or disposal of the Goods.

5.17. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content, or value. We will sell the Goods by the best method(s) reasonably available to achieve the best-selling price reasonably obtainable in the open market, considering the costs of sale.

5.18. If the Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.

5.19. Upon sale or disposal of the Goods UK Storage Company will attempt to retain any items or materials found within the Unit or those that are presented to us by a buyer of the Goods that contain personal information or data. Such items will be securely destroyed, and, where applicable, a certificate of destruction will be retained by Us.

5.20. In the event that You do not pay any Fees or charges, the Goods are left in the Unit at Your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care howsoever arising.

5.21. Our Fees (excluding any discounts applied or applicable taxes) will remain unchanged for the first 12 weeks of this Agreement. After that period, we may alter the rates used to calculate Our Fees at any time by giving You written notice and the new rates shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. If You do not agree with the new rates used to calculate Our Fees under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 4.1. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended Fees.

#### Condition 6. Risk and Responsibility

6.1. We will not be liable for any loss or damages suffered by You as a result of You not being able to access the Site or the Unit, regardless of the cause. 6.2.We exclude all liability in respect of (a) loss or damage to Your business, if

any, including consequential loss, lost profits or business interruption; (b) or any claim for return of the Storage Fees except where this results from Our negligence or breach of contract, in which case Our liability will be limited to the sum of £100 in total for any one event or series of connected events.

## 6.3.Insurance Obligation:

- We shall only be liable for Loss or Damage caused by Our negligence up to a maximum of £100 in total for any one event or series of connected events.
- We do not insure the Goods and it is a condition under this Condition 6.3 that the Goods remain adequately insured for Normal Perils at all times for their Maximum Replacement Value while they are in storage. You warrant that such cover is in place, will not lapse and that the Maximum Replacement Value of all Goods in the Unit from time to time will not exceed the insured value. We do not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover. Inspection of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.
- Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, storm, flood, bursting or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles or rolling railway stock.
- You acknowledge that You shall be responsible for all uninsured risks
- For the avoidance of doubt, We shall have no liability for Loss or Damage unless directly caused by Our negligence.
- If You have NOT chosen Our StoreProtect contents protection service, You must provide evidence of this insurance coverage by a reputable insurance company before signing the contract and promptly provide evidence upon Our request during the rental period. Such insurance must include a clause for the benefit of UK Storage Company under which all rights of subrogation and recourse towards UK Storage Company and its co-contractors are waived by

You and Your insurer. As long as such certificate has not been delivered, You must subscribe to the StoreProtect contents protection service offered by Us.

- You will always hold UK Storage Company, UK Storage Company's insurers and co-contractors harmless and indemnified from any claims by Your insurers for recourse against UK Storage Company.
- 6.4. StoreProtect Optional Contents Protection
- As an alternative to **Condition 6.3**, You may opt for StoreProtect. "StoreProtect" means an agreement between You and Us where We accept an enhanced liability for Loss or Damage to Your Goods in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and this Agreement.

6.5. It will be Your responsibility to compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or third parties **(Liabilities**) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Site) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement. 6.6. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to material which is

stored and the way it is stored. You will be responsible for all liabilities resulting from such a breach.

6.7. If We have reason to believe that You are not complying with all relevant laws We may take any action We considers necessary, including, but not limited to, action outlined in **Conditions 2.7 and 4.8**, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier.

6.8. We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond Our reasonable control. Such circumstances may include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, 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, We will not be responsible for failing to allow access to the Goods, Unit and/or the Site for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

6.9.We do not exclude Our liability to You where doing so would be illegal.

6.10.UK Storage Company do not offer any protection for motorbikes or Vehicles. If You are storing a Vehicle at a location where Vehicle storage is permitted by Us, You must ensure that the motorbike or Vehicle has adequate insurance cover. UK Storage Company are not liable for any damage or loss to a motorbike or other Vehicle. We do not allow any motorbike or Vehicle to be stored at Weston super Mare, Bristol West or Bedminster, Bristol.

6.11.If We have told You that You are required to hold public liability insurance, You will provide Us with evidence of Your public liability insurance and a copy of the policy upon Our request. You will not allow any such insurance cover We require You to hold to lapse through the Licence Agreement. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean that We have approved the cover of confirmed it is sufficient.

6.12. You will be liable for and You will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our employees, agents or other Site users or licensees or persons at the Site which arise out of:

- the use of the Unit or the Site by You or any of Your employees, agents or invitees (including relating to the ownership or storage of Goods in The Unit);
- your breach of this Licence Agreement or a breach by any of Your agents; any dispute as to the ownership of the Unit or as to the person who is entitled
- by law to have possession of the Unit; and/or our enforcement of any of the Conditions of this Licence Agreement.

### **Condition 7. Safety Notices**

7.1. Entering and leaving the storage Site.

Customers are provided with a personal access code to the Site, which must be used every time the Customer wants to access the Unit. We do not permit the following of another customer or vehicle inside or outside the Site without having entered the access code. The Customer needs to ensure that the doors and/or the gates to the Site are closed after entering or leaving. An access code is strictly personal and may under no circumstances be used by third parties, unless authorised by You. Should a Customer forget the personal access code, a new code can be obtained from UK Storage Company, or a reminder of the original code. UK Storage Company is not responsible for any temporary technical failure, adverse weather, hindrance, etc. preventing the Customer from entering and/or leaving the Site or the Unit and/or the use of a lift. The Customer is not to tamper with the gate or attempt to force it open manually at any point. This is strictly forbidden. The Customer is not to force the sliding doors open, obstruct their path, or attempt to prevent closure. You must contact Us immediately upon discovering a fault with the gate and/or doors. Contact outside of normal opening hours is to be made by the emergency line in Condition 2.15.

#### 7.2. Customer access to the Unit

Each storage unit is secured with a purpose-built locking system allowing insertion of a personal cylinder lock. UK Storage Company do not have keys to access the Unit. You are solely responsible for the correct locking of the Unit using the personal cylinder lock or padlock. Fitting a second lock is not allowed. 7.3. Emergency / Fire Procedure

Each Customer is responsible for familiarising themselves with the emergency, safety and fire and escape routes and procedures. Emergency exits are situated throughout the building at the Site and are clearly marked. A Customer may never block these emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss. In the event of abuse, UK Storage Company will recover from the abusing Customer all costs involved.

7.4. If the Site has a passenger lift: In the event of an emergency or a fault while inside the lift, please press the alarm bell located within the lift, where a specialised team will be available to assist You 24/7. Customer lifts are not to be used during an emergency, or while the fire alarm is sounding. 7.5 Within the Site.

The speed limit for motorised vehicles is at all times the lower of (a) a safe speed or (b) 15 km/h or 10 mph. Parking is only allowed in the designated

- areas. Road traffic regulations are applicable inside the storage Site. Smoking is strictly prohibited anywhere on the Site. The use of a trolley, the lift or any other such equipment shall always be at the sole risk of the customer. The customer needs to ensure that none of these are operated by children.
- Children may not be left unattended anywhere in the storage Site.
- The Customer may not store Goods to the effect that the maximum load capacity of the floor is exceeded. The Customer is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with Our staff
- Goods in the Unit must always be stacked in a safe way, without exercising pressure on the walls. We are not responsible for and decline any liability for injury or damage caused by or to the Goods which are not appropriately stacked or secured. We shall be under no obligation to receive Goods for a Customer

#### **Condition 8. General Terms**

8.1. You acknowledge that this Agreement (including the StoreProtect addendum where applicable) constitutes the whole agreement between You and Us, together with any additional terms and condition specific to parking and/or postbox services where applicable. You agree that You have not relied on any statement or representation which is not set out in this Agreement and that the provisions and descriptions on our website are to give a general picture of our services and do not form part of this Agreement. Any delay by Us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.

8.2. Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions will not be affected in any way. 8.3. Any of the terms and conditions of this Agreement can be varied at any time, provided that such variation is in writing and signed by one of our Directors. None of our other employees or agents has any authority to vary this Agreement on our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.

8.4. You may not assign any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company and a breach of this Condition is a serious breach under Condition 4.2.

8.5. You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

8.6. This Agreement shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.

8.7. This Agreement shall not create a lease or a tenancy and shall not confer on You any right of exclusive occupation in relation the Unit.

8.8. Where You are two or more persons, Your obligations under this Agreement shall be obligations of each of You jointly and separately.8.9.Consumer Contracts (Information, Cancellation and Additional Charges)

Regulations 2013: This condition applies only if You are a private individual and Your initial instructions were received by Us other than in a face-to-face meeting

- i.e. by phone, online, email, etc. Since Your instructions to Us have not been given at a face-to-face meeting, You have the right to cancel those instructions without any cost to You. The cancellation period ends at the end of 14 days after the day on which the contract was entered into by You. Cancellation can be made by posting a letter or email to Us. However, You may not cancel the instructions once You have occupied the Unit. The Unit will not be occupied until Your signed Agreement has been returned to Us and payment received in full for the initial four-week storage period. The Agreement may only be terminated in accordance with Condition 4. of this Agreement.

8.10. The Customer understands and accepts these general terms and conditions of storage and You accept that these terms are available to You in print, and in an online manner. UK Storage Company has the right to modify these terms and conditions of storage and the terms of the Agreement generally. The Customer will be informed of any changes before implementation via email (for material changes such as increase in Fees) and/or via the UK Storage Company website (for minor changes). Modified terms and conditions are applicable 30 days after notice is received from Us or posted on Our website. You may terminate this Agreement in accordance with **Condition 4.1** at any time before the change takes effect. The Customer is considered to be in agreement with any such changes if the Customer has not informed Us in writing within the stated 30 days period that the Customer wishes to terminate the Aareement.

## Condition 9. Notices and change of details

9.1. Any notice given under this Agreement must be in writing or by electronic communication. Written notice may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be Your address written on the Agreement, or any other address in England which You have previously notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint or co-owners), the name and address of whom We have been previously notified by You and may also be served on You Alternate Contact. Any notice to Us must be sent to Our email

address or to Our Head Office postal address. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post. Notice served by email shall be served one hour after sending to the correct email address.

9.2. You will inform Us promptly and in writing of any changes to Your billing details, authorised persons, insurance details, Alternate Contact information or any other details stated within the Agreement.

#### **Condition 10. Privacy**

Your personal data are processed by UK Storage Company as the data controller under the applicable data protection laws, and in accordance with the Data Protection Act 2021 and all associated laws and regulations.

10.1. Your data is used for the purposes of this Agreement, processing payments, communicating with You, maintaining Your account, and identity and address verification, as required by our Agreement terms and in accordance with Our Privacy Policy.

10.2. Processing Your data is necessary to carry out the contract into which You have entered. This is the lawful basis on which We process Your data.

10.3. UK Storage Company does not share Your data with any third parties that are not essential to fulfilling our obligation to You. However, certain circumstances may dictate that We do so:

- If required or permitted by law (including Police, Customs and Excise or Counter Terrorism);
- If You make a claim, We will pass Your details on to our claims agent.
- As part of any restructuring, merger or transfer of all or any part of our business;
- In Our sole discretion, to protect the safety of any person on Site, or if We consider the security of any part of the store or contents are at risk.

10.4. You have the right to request a copy of the information We hold about You. Please write to The Data Protection Officer at the address on our Privacy Policy. The UK Storage Company Privacy Policy is available online on our website or in print, if requested. There will be no charge for reasonable requests. 10.5. We have in place measures to prevent unauthorized and unlawful processing of personal data and to prevent accidental loss or destruction or damage to personal data.

Registered Office (Head Office only): UK Storage Company (SW) Ltd, Unit 3, East Quay, Bridgwater, Somerset, TA6 4DB Last Updated June 2024 Version 7.0

# **StoreProtect (Contents Protection) 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 Summary Terms 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.

<u>Note</u>: StoreProtect is <u>not</u> a contract of insurance. We are <u>not</u> 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	
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 ' <i>Exclusions – what StoreProtect does not provide for</i> ').
	✓ 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 Site 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 Summary Terms;
	• Sign the appropriate box on the Summary Terms 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 ( <b>"Proportional Reduction"</b> ).
	• (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.)

Evolucione	StoreProtect cannot be acconted for:
Exclusions – what	StoreProtect cannot be accepted for: × any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers
StoreProtect	("Vehicles");
does not provide for	× 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.
	Restricted Goods
	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, 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.
	Excluded Liabilities
	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 Site;
	× 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 Site, 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	<ul> <li>If You fail to pay the StoreProtect Charges in full on the Due Date for payment, You will not benefit from the enhanced liability that We offer under StoreProtect. Our liability to You will, instead, be restricted to negligence once up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement.</li> <li>At Our sole discretion, We may choose to reinstate StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to Your Property has already occurred prior to payment of such charges.</li> </ul>
Termination/	Your right to cancel StoreProtect
Termination/ Cancellation	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 or by writing to Us using the contact details shown on the Summary Terms.
	• 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.

## 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 Site 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 using the email address shown on the Summary Terms 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 Site ("Email Notification").
      - b. Your Email Notification must be provided before any affected Goods are removed from the Site. We shall not be liable for any Loss or Damage which is notified after your Property is removed from the Site 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 using the email address shown on the Summary Terms 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.
- 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 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. 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.