

# StoreProtect Addendum

The FO's Conditions of Agreement restrict liability to £100 and require You to arrange insurance cover for the Maximum Replacement Value of Your Property. As an alternative, the FO can accept a higher limit of liability for Loss or Damage which may occur during storage. **"StoreProtect"** means an agreement to accept a higher limit of liability for Loss or Damage to Your Property as described in this Addendum.

Please take the time to read the detailed terms in the table below. In particular, **'Exclusions - what StoreProtect does not provide for'** as this includes terms where the FO limits or excludes liability to You in certain circumstances.

**Note:** StoreProtect is **not** a contract of insurance. FO is **not** an insurance company, nor is FO acting as Your agent. FO is under no obligation to arrange an insurance policy in Your name. FO assumes the risk of liability but may, at its option, arrange insurance which provides cover for FO's liability to You in certain circumstances.

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

<b>Detailed terms</b>	
<b>Definitions</b>	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>"Property"</b> or <b>"Your Property"</b> or <b>"Goods"</b> means any and/or all goods stored by You in a storage Unit allocated to You at the Facility;</li> <li><input type="checkbox"/> <b>"Replacement Value"</b> means the current cost of replacing Your Property as new, except for: <ul style="list-style-type: none"> <li>▪ 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;</li> <li>▪ 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</li> <li>▪ 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</li> </ul> </li> <li><input type="checkbox"/> <b>"Maximum Replacement Value"</b> means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage.</li> </ul>
<b>StoreProtect - What do I receive?</b>	<ul style="list-style-type: none"> <li>✓ In return for payment of the StoreProtect Charges, FO agrees to accept a higher limit of liability for Loss or Damage to Your Property and the limit of £100 shown in the enclosed Conditions of Agreement will not apply.</li> <li>✓ Instead, FO's liability for any direct physical Loss or Damage to Your Property following a breach of its duty of care will be limited at a higher amount, up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see <i>'Exclusions - what StoreProtect does not provide for'</i>).</li> <li>✓ FO's 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>✓ FO's 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 FO's option. FO accepts no liability for depreciation following repair.</li> <li>✓ If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property.</li> </ul>
<b>Your Responsibility</b>	<p><b>To opt for StoreProtect, it is Your responsibility to:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> provide a Maximum Replacement Value on the Customer Declaration;</li> <li><input type="checkbox"/> Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect;</li> <li><input type="checkbox"/> pay the additional charges set out for StoreProtect ("<b>StoreProtect Charges</b>"); and</li> <li><input type="checkbox"/> ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.</li> </ul>
<b>Proportional Reduction</b>	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your Unit at the time of Loss or Damage, then FO's liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("<b>Proportional Reduction</b>").</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <i>(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, FO's liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, FO's liability would be £1,500.)</i></li> </ul>

<p><b>General Exclusions and Limitations</b></p>	<ul style="list-style-type: none"> <li>□ FO excludes and limits 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.</li> <li>□ There may be circumstances where Goods You are not permitted to store are stored in Your Unit(s) without FO's knowledge. Where You store Goods in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Goods.</li> <li>□ For the avoidance of doubt, FO's duty of care in relation to the Goods shall be as set out in the Conditions of Agreement.</li> <li>□ FO will not be liable for any Loss or Damage to Your Property unless You notify FO in accordance with the requirements set out in the Liability Claim Notification Addendum .</li> </ul>
<p><b>Exclusions - what StoreProtect does not provide for</b></p>	<p><b>StoreProtect cannot be accepted for:</b></p> <ul style="list-style-type: none"> <li>× any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle ("Vehicles ") stored outside of a Unit;</li> <li>× Any food or perishable Goods; or</li> <li>× Any Delivery and Collection Goods.</li> </ul> <p>FO's liability for the Goods listed above is limited to £100 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.</p> <p><b>Restricted Goods</b></p> <p><b>FO's 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 FO in writing:</b></p> <ul style="list-style-type: none"> <li>× Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total;</li> <li>× Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and</li> <li>× Electronic Items exceeding £25,000 combined total. "Electronic Items" is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi's, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics.</li> </ul> <p><b>Excluded Liabilities</b></p> <p><b>The FO shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following ("Excluded Liabilities" ):</b></p> <ul style="list-style-type: none"> <li>× Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;</li> <li>× Loss or Damage which is discovered after Your Property is removed from the Facility;</li> <li>× Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;</li> <li>× Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused a breach of FO's duty of care;</li> <li>× Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set;</li> <li>× Any value which is purely sentimental;</li> <li>× Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;</li> </ul> <p>Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of You or Your Agents in the Unit or at the Facility, the loading or unloading of Goods into or from the Unit;</p>

<b>Maximum Liability</b>	FO 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.
<b>Why FO restricts liability</b>	It is not always clear how Loss or Damage was caused, so FO must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. FO 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.
<b>FO's Agreement</b>	FO's standard Conditions of Agreement also apply in full to this Agreement, save that, if You opt for StoreProtect: (a) FO agrees to accept a higher limit of 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 (b) the requirement to insure Your Property stated in the Conditions of Agreement becomes an option instead of a requirement.
<b>Failure to pay StoreProtect Charges</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> If You fail to pay the StoreProtect Charges in full on the due date for payment, You will not benefit from the higher limit of liability that FO offers under StoreProtect. FO's liability to You will, instead, be limited to £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement.</li> <li><input type="checkbox"/> At its sole discretion, FO 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>
<b>Termination/ Cancellation</b>	<p><b><i>Your right to cancel StoreProtect</i></b></p> <p>You have the right to cancel StoreProtect at any time by giving FO written notice prior to removal of Your Property from storage. You can provide notice by emailing FO a <a href="mailto:info@mylockup.com">info@mylockup.com</a> or by writing to Unit 10b, Country Business Park, Darlington Road, Northallerton, DL6 2NQ.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If You cancel StoreProtect prior to the storage services commencing, FO will refund to You all StoreProtect Charges paid by You.</li> <li><input type="checkbox"/> If You cancel StoreProtect after the storage services have started, FO 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 FO receives Your notice to cancel).</li> </ul> <p><b><i>FO's right to cancel StoreProtect</i></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under the Conditions of Agreement.</li> <li><input type="checkbox"/> 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.</li> <li><input type="checkbox"/> Where FO cancels or terminates StoreProtect, FO 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 FO notifies to You).</li> </ul> <p><b><i>General</i></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> FO's liability to You after the StoreProtect cancellation date will be limited to £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement.</li> <li><input type="checkbox"/> If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give FO the full amount of notice in accordance with the Conditions of Agreement.</li> </ul>