### StoreProtect Addendum

Stashed Away'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, Stashed Away 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 Stashed Away limits or excludes liability to You in certain circumstances.

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

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

Detailed terms	
Definitions	<ul> <li>For the purposes of this Addendum, the following definitions shall apply:</li> <li>"Property" or "Your Property" or "Goods" means any and/or all goods stored by You in a storage Unit allocated to You at the Facility;</li> <li>"Replacement Value" means the current cost of replacing Your Property as new, except for: <ul> <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> <li>"Maximum Replacement Value" means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage.</li> </ul> </li> </ul>
StoreProtect - What do I receive?	<ul> <li>✓ In return for payment of the StoreProtect Charges, Stashed Away 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, Stashed Away'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 'Exclusions – what StoreProtect does not provide for').</li> <li>✓ Stashed Away'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>✓ Stashed Away'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 Stashed Away's option. Stashed Away 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>
Your Responsibility	It is Your responsibility to:  • provide a Maximum Replacement Value on the Customer Declaration;  • 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 Stashed Away's 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, Stashed Away's liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Stashed Away's liability would be £1,500.)

#### General Exclusions and Limitations

- Stashed Away excludes and limits certain types of Loss or Damage, as set out in the General Terms and Conditions of Storage. 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 Stashed Away'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.
- For the avoidance of doubt, Stashed Away's duty of care in relation to the Goods shall be as set out in the General Terms and Conditions of Storage.
- Stashed Away will not be liable for any Loss or Damage to Your Property unless You notify Stashed Away in accordance with the requirements set out in the Liability Claim Notification Addendum.

# Exclusions – what StoreProtect does not provide for

#### StoreProtect cannot be accepted for:

- × any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle ("Vehicles") stored outside of a Unit;
- × Any food or perishable Goods; or
- × Any Delivery and Collection Goods.

Stashed Away'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.

#### **Restricted Goods**

Stashed Away'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 Stashed Away in writing:

- x 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
- 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.

#### **Excluded Liabilities**

Stashed Away 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"):

- x Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;
- x Loss or Damage which is discovered after Your Property is removed from the Facility;
- x 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;
- x 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 Stashed Away's duty of care;
- x 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;
- x 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;

Maximum Liability	Stashed Away 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 Stashed Away restricts liability	It is not always clear how Loss or Damage was caused, so Stashed Away must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. Stashed Away 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.
Stashed Away's Agreement	Stashed Away's standard Conditions of Agreement also apply in full to this Agreement, save that, if You continue with StoreProtect: (a) Stashed Away 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.
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 higher limit of liability that Stashed Away offers under StoreProtect. Stashed Away'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>At its sole discretion, Stashed Away 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
Cancellation	You have the right to cancel StoreProtect at any time by giving Stashed Away written notice prior to removal of Your Property from storage. You can provide notice by completing the 'Opt Out' form on our website <a href="https://www.stashedaway.co.uk/storeprotect/">www.stashedaway.co.uk/storeprotect/</a>
	• If You cancel StoreProtect after the storage services have started, Stashed Away 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 Stashed Away receives Your notice to cancel).
	Stashed Away's right to cancel StoreProtect
	<ul> <li>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>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> </ul>
	Where Stashed Away cancels or terminates StoreProtect, Stashed Away 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 Stashed Away notifies to You).
	General
	<ul> <li>Stashed Away'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>If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give Stashed Away the full amount of notice in accordance with the Conditions of Agreement.</li> </ul>

## **Liability Claim Notification Addendum**

#### Where Your Property is Lost or Damaged - Notification Condition

- If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
- 2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
  - i. When the Facility is attended by Stashed Away's employees ("Manned"), You must notify Stashed Away 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 Stashed Away's 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 Stashed Away via email to manager@stashedaway.co.uk as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) photographs of any affected Goods before removal of from your Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of your Unit within the Facility ("Email Notification").
    - b. Your Email Notification must be provided before any affected Goods are removed from the Facility. Stashed Away shall not be liable for any Loss or Damage which is notified after your Property is removed from the Facility unless Email Notification is provided.
    - c. If it is not possible for You to fully comply with the Email Notification requirements set out, You must notify Stashed Away 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 Stashed Away in writing or via email to manager@stashedaway.co.uk within seven (7) days of discovery. In exceptional circumstances, Stashed Away 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 Stashed Away of any Loss or Damage to Your Property, the sooner Stashed Away can establish the cause and properly investigate. Stashed Away will not be liable for any Loss or Damage to Your Property unless You notify Stashed Away in compliance with the requirements set out under Condition 2.
- 4. Additional Conditions: (a) You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and away from the water source. You must inform Stashed Away 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 Stashed Away has had a reasonable opportunity to inspect (if necessary) any damage; and (d) Stashed Away may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to cooperate with Stashed Away and their insurers in their enquiries, and to provide any additional relevant information without delay where Stashed Away requests this.
- 5. If You opt for StoreProtect, You must also comply with the Additional Claim Requirements, as set out under the StoreProtect Addendum.
- 6. If You provide Stashed Away 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, Stashed Away may: reject the claim; where applicable, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges; and recover from you any costs Stashed Away has incurred in dealing with your claim.

**StoreProtect - Additional Claim Requirements** 

Once you have submitted a claim form, the following information may be required:

- 7. Estimates for cleaning, repairs or replacement;
- 8. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
- 9. 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).
- 10. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
- 11. 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.
- 12. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
- 13. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
- 14. 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.
- 15. Stashed Away 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.