

# StoreProtect Addendum

POD's 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, PODS can accept an enhanced liability for Loss or Damage which may occur during storage. **"StoreProtect"** means an agreement to accept an enhanced liability for Loss or Damage to Your Property as described in this Addendum. **"StoreProtect Charges"** means the additional charges set out in the Self Storage Agreement for StoreProtect.

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

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

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

Detailed terms	
<b>Definitions</b>	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> <li>• <b>"Property"</b> or <b>"Your Property"</b> or <b>"Goods"</b> means any and/or all goods stored by You in a Container allocated to You;</li> <li>• <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>• <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> <li>• <b>"Loss"</b> or <b>"Damage"</b> means identifiable losses, destruction of or damage to Your Goods, wilful acts, omissions and default, including theft by forcible entry or damage caused by PODS, its employees, agents or representatives while the Goods are in the Container.</li> </ul>
<b>StoreProtect - What do I receive?</b>	<ul style="list-style-type: none"> <li>✓ In return for payment of the StoreProtect Charges, PODS agrees 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.</li> <li>✓ Instead, PODS accepts liability for Loss or Damage (as defined) to Your Property following a breach of its 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>).</li> <li>✓ POD's liability will commence from the time Your Property is placed by You into Your Container(s) and ceases immediately upon removal of Your Property from Your Container(s).</li> <li>✓ POD'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 POD's option. PODS accept no liability for depreciation following repair.</li> <li>✓ If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property.</li> <li>✓ If you submit a claim, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs (<b>"Claims Admin Fee"</b>).</li> </ul>
<b>When does StoreProtect start and end?</b>	<ul style="list-style-type: none"> <li>✓ If You accept StoreProtect, the extended liability will apply only when Your Goods are under Our care, custody, and control. <ul style="list-style-type: none"> <li>▪ StoreProtect commences from the time We take Your loaded Storage Container into our custody for the purposes of transportation and storage or from the time We take Your Goods into Our custody when We provide packing or loading services; and</li> <li>▪ StoreProtect ceases when We deliver the Storage Container to You or once Your Goods are returned to Your custody, where We provide unpacking or unloading services.</li> <li>▪ We also accept liability under StoreProtect for Loss or Damage during transit and storage directly caused by Our failure to adequately handle, pack, or stack Your Goods where We have been contracted to handle, pack and/or stack Your Goods;</li> </ul> </li> <li>✓ StoreProtect does not apply: while Your Goods are loaded in the Storage Container before we accept the Storage Container into our custody; or while Your Goods are handled by You for packing, loading or unloading.</li> </ul>

<p><b>Our Duty of Care under StoreProtect</b></p>	<ul style="list-style-type: none"> <li>• We are responsible for maintaining the Facility in a secure condition and will provide Our services with reasonable skill and care.</li> <li>• 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 Container 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.</li> </ul>
<p><b>Your Responsibility</b></p>	<p><b>To opt for StoreProtect, it is Your responsibility to:</b></p> <ul style="list-style-type: none"> <li>• provide a Maximum Replacement Value on the Customer Declaration;</li> <li>• Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect;</li> <li>• pay the additional charges set out for StoreProtect ("<b>StoreProtect Charges</b>"); and</li> <li>• ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.</li> </ul>
<p><b>Proportional Reduction</b></p>	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your Container 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>").</p> <p><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, 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.)</i></p>
<p><b>Exclusions – what StoreProtect does not provide for</b></p>	<p><b><u>Restricted Goods</u></b></p> <p>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:</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><u>Excluded Liabilities</u></b></p> <p>We shall not be considered to be in breach of this Agreement and We exclude all liability to You in respect of any and all of the following ("Excluded Liabilities"):</p> <ul style="list-style-type: none"> <li>× Loss or Damage for of Your Goods where the Container(s) are kept/stored at Your Premises</li> <li>× Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Container;</li> <li>× Loss or Damage caused by Your failure to pack or stack the Goods properly and securely, the conduct of You or Your Agents in the Container or at the Facility, and the loading or unloading of Goods into or from the Container when this is carried out by You or Your Agent;</li> <li>× Loss or Damage during transit unless as a direct result of impact to or overturning of the conveying vehicle or trailer, fire, flood, or dropping of the Container following a breach of Our Duty of Care;</li> <li>× Breaking, scratching, denting, chipping, staining, tearing and the like as a result of inadequate packing except when We have packed Your Goods and fully or partially loaded Your Container</li> <li>× Mysterious disappearance and/or unexplained shortage of Your Goods except as a result of theft evidenced by forcible entry to Your Container or loss of the entire Container while it is in Our custody;</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 Container; (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 Container; (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 Container; (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;</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> <li>× Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Container after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Container, the conduct of You or Your Agents in the Container or at the Facility, the loading or unloading of Goods into or from the Container;</li> </ul>

<b>General Exclusions and Limitations</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• There may be circumstances where Goods You are not permitted to store are stored in Your Container(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.</li> <li>• 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.</li> </ul>
<b>Maximum Liability</b>	<p>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.</p>
<b>Why FO restricts liability</b>	<p>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.</p>
<b>Our Agreement</b>	<p>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.</p>
<b>Failure to pay StoreProtect Charges</b>	<ul style="list-style-type: none"> <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 offers 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 its 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>
<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 Us written notice prior to removal of Your Property from storage. You can provide notice by emailing Us at <a href="mailto:info@ukpods.co.uk">info@ukpods.co.uk</a> or <a href="mailto:info@simplyboxit.co.uk">info@simplyboxit.co.uk</a> or by writing to Swift Moving and Storage t/a PODS and Simply Boxit, Unit 9, Maple Industrial Estate, 1 Bennett Street, Manchester, M12 5AQ.</p> <ul style="list-style-type: none"> <li>• If You cancel StoreProtect prior to the storage services commencing, We will refund to You all StoreProtect Charges paid by You.</li> <li>• 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 receives Your notice to cancel).</li> </ul> <p><b><i>Our right to cancel StoreProtect</i></b></p> <ul style="list-style-type: none"> <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> <li>• 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).</li> </ul> <p><b><i>General</i></b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>

# Liability Claim Notification

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

1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
  - i. You must notify Us in person as soon as reasonably practical upon discovery.
  - ii. **You must also send notification of any Loss or Damage via email to [info@ukpods.co.uk](mailto:info@ukpods.co.uk) or [info@simplyboxit.co.uk](mailto:info@simplyboxit.co.uk) within seven (7) days of: delivery of the Storage Container to You; or completion of Our professional unloading or unpacking services.** Your notification must include at least: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) if We have not provided unloading services, photographs of any affected Goods before removal from Your Storage Container, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of Your Storage Container.
  - iii. If You access Your Goods while stored by Us or on Our behalf:
    - a. any Loss or Damage to Your Goods You discover must be confirmed to Us immediately upon discovery, where possible, and confirmed in writing as soon as possible thereafter, but no later than seven (7) days after discovery, or as soon as reasonably possible thereafter.
    - b. We shall not be liable for any Loss or Damage notified after Your Goods are removed from the Facility unless You have complied with Condition 3. a) and received express written permission from Us to remove damaged Goods from the Facility.
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 to [info@ukpods.co.uk](mailto:info@ukpods.co.uk) or [info@simplyboxit.co.uk](mailto:info@simplyboxit.co.uk) within seven (7) days of discovery. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that You notify Us of any Loss or Damage to Your Property, the sooner We can establish the cause and properly investigate. We will provide You with a claim form, and You must make every effort to return Your completed form within a reasonable time. We will not be liable for any Loss or Damage to Your Property unless You notify Us in compliance with the requirements set out under Condition 2.
4. Once You have notified Us of Loss or Damage, if You do not receive a response from Us within a reasonable time, You may contact Our claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: [info@removalclaims.co.uk](mailto: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 away from 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 Container, including those which are undamaged (i.e., the entire Container 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 Container. 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.



