Self Storage Agreement

Facility Owner: Jennings Containers & Storage of registered address Jennings Containers & Storage Tower Estate, Warpsgrove Lane, Chalgrove, Oxon, OX44 7XZ

Company number:02864339 **VAT Registration number: GB63027066**

The details provided in the booking process and stored on your online account will be used in conjunction with this agreement.	
Customer Name:	
Customer Email Address:	
Alternate Contact Person ("ACP")	Name - Mobile Number -

Please advise us immediately if Your contact details or those of Your Alternate Contact Person change

By entering into this Agreement You CONSENT that your personal data may be used for the purpose of credit and reference checking including listing on the Storer Check Database. See **www.storercheck.uk** for more details (see **Condition 8**)

Note: You can withdraw Your consent or change Your contact preferences at any time by contacting Us – please see Our PRIVACY NOTICE on Our website at www.jenningsstorage.co.uk for more details

STORAGE DETAILS	**Unit number**	as referenced on your online account.

The Storage Period begins on the date shown on your online account and invoice and runs for a calendar month. It will then automatically renew for successive periods of the same length, in accordance with Condition 11. This is a monthly recurring contract that continues until cancelled by either party. It may be cancelled at any time in accordance with the notice provisions set out in the agreement.

Notice Period. Notice can be given at any time. No further charges will be made after notice has been provided. The Customer will retain access to their unit until 9 pm on the one month anniversary of their last payment. Cancellations can be made through the Customer's online portal, by email or in person

Note – Unit sizes are approximate so the size of Your Unit may vary slightly from the description. If You have exact requirements, check with the Facility before signing this Agreement. When You sign, You agree to the actual size of the Unit You use and not any represented Unit size.

By accepting this Agreement, You confirm:

- You accept the Storage Costs set out and have read, and agree to, the enclosed Conditions of Agreement.
- You have read and understand the Replacement Value and Maximum Replacement Value definitions.
- You understand that the Maximum Replacement Value (as stated below) must represent the maximum sum total of the Replacement Value for all Goods in storage at any time throughout the period of storage.
- You understand You are required to provide a Maximum Declared Value whether or not You opt for StoreProtect.
- You understand You may not store any Excluded Items (see **Condition 6.3**)
- You understand there are certain things You must not do (**Condition 6.5**) and You have read the requirements for storage of Goods containing batteries (**Condition 6.4**).
- You accept that You are advised to inspect the Unit before storing Goods and that it is strongly recommended You periodically inspect Your Goods during the Storage Period at least every three-months for Goods stored in external Units or containers (**Conditions 6.10.1 and 6.10.2**)
- You understand that if the services begin during the 14-day cooling-off period (**Condition 11.1**), if You cancel the services during the cooling-off period, Your rights to a refund of any Storage Costs paid in advance will be lost for the period during which the services have been performed.

By ACCEPTING StoreProtect, You also confirm:

- You have read and understand the StoreProtect Addendum and wish to opt for enhanced liability protection up to the Maximum Replacement Value You have provided during the booking process.
- You understand that the Proportional Reduction shall apply if the Maximum Replacement Value You provide is inadequate. *(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.)*
- You understand that, if You submit a claim under StoreProtect, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs.

If You DECLINE StoreProtect, You understand that:

- If Your Property is affected by Loss or Damage, liability is limited to negligence only up to a maximum of £100 or the actual value of the affected Property (whichever is less) (**Condition 7.2**).
- You are required to arrange insurance at Your own expense to cover the stated Maximum Replacement Value of the Property (**Condition 7.2.2**)
- You must provide evidence of the insurance You have arranged within 30 days of Your Goods being placed into storage. You understand that if You fail to comply with this condition, You will be automatically enrolled into StoreProtect and the StoreProtect Charges will be added to Your next invoice.

StoreProtect Status	
Maximum Replacement Value	£

The figure provided above must equal the value declared during the booking process.

Any changes to the value declared during the storage period will supercede the value on this contract.

Customer Signature	
Date	

Special Importance Conditions

Please note the following key points from Our Conditions of Agreement:

Conditions	Description
General	Our Storage Costs are based on the information provided by You and are subject to the storage services being carried out under the enclosed **Conditions of Agreement**.
6.14	You must own or be authorised to store the Goods.
3.2	Storage Costs must be paid in advance and on time via debit/credit card payment
4.1 to 4.5	If You do not comply with the Conditions, We will have certain rights which include keeping Your Deposit and the right to seize the Goods in storage and sell or dispose of them.
6.1	You must secure the entrance to the Unit after each visit.
6.10.1 & 6.10.2	You must check the Unit is suitable for the Goods You intend to store and it is recommended that You periodically inspect during the Storage Period.
6.3	You must not store any Excluded Items, including, for example: dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
7.7	We are not liable for Loss or Damage resulting from events, circumstances or causes beyond Our reasonable control.
7.6	We shall not be in breach of this Agreement and exclude all liability to You in certain circumstances ("Excluded Liabilities") including, but not limited to: • Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft by forcible entry to Your Unit; • Loss or Damage caused by: moth, insect and vermin unless from a source external to Your Unit; mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit, atmospheric or climatic causes. • 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.
7.2	Our standard terms limit Our liability to You to negligence only up to a maximum of £100 and You are required to arrange insurance at Your own expense for Your stated Maximum Replacement Value for the duration of storage.
StoreProtect Addendum	Alternatively, You may request for Us to accept an enhanced liability for Your Goods up to Your stated Maximum Replacement Value under StoreProtect, subject to Your agreement to pay additional charges ("**StoreProtect Charges**" and "**Claims Admin Fee**"). Review the StoreProtect Addendum for details of the restrictions and limitations.
Maximum Replacement Value Definition	You must provide a Maximum Replacement Value during the booking process whether or not You opt for StoreProtect. We strongly recommend you review this definition before providing your Maximum Replacement Value.
8	We may use and share Your personal and other data in certain circumstances.
11.2	The Storage Period begins on the date shown on your online account and invoice and runs for a calendar month. It will then automatically renew for successive periods of the same length, in accordance with Condition 11. This is a monthly recurring contract that continues until cancelled by either party. It may be cancelled at any time in accordance with the notice provisions set out in the agreement.

Please ensure that You carefully read Our Conditions of Agreement and StoreProtect Addendum.
If You have any questions, please contact us using the details provided.

CONDITIONS OF AGREEMENT
(A COPY IN A LARGER FONT SIZE IS AVAILABLE UPON REQUEST)

These are the terms and conditions on which We supply Our services to You, and explain the rights, obligations and responsibilities of all parties.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- "**Access Hours**" means between 06:00hrs and 21:00 hrs 7 days a week
- "**Agreement**" includes these Conditions of Agreement, the Self Storage Agreement and (where applicable) the StoreProtect Addendum;
- **"Facility"** means the building, warehouse, external storage containers or other land or premises owned, leased or operated by the Facility Operator.
- **"Property"** or "**Your Property"** or **"Goods"** means any and/or all goods stored by You in a storage Unit allocated to You at Our Facility;
- **"Replacement Value"** means the current cost of replacing Your Property as new, except for:
  - 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;
  - 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 and direct physical destruction of or damage to Your Goods, caused by wilful acts, omissions and default, including theft by forcible entry or damage while the Goods are in the Unit.
- "**Storage Costs**" means the Storage Costs stated on the Self Storage Agreement and, if you opt for StoreProtect, the StoreProtect Charges.
- **"StoreProtect Charges"** means the additional charges set out in the Self Storage Agreement for StoreProtect;
- **"We"**, **"Us"**, **"Our"** means the Facility Operator, its employees, agents or representatives;
- **"You"** or **"Your"** means the customer named in this Agreement.

1. COMMENCEMENT:

1.1. This Agreement will come into existence between Us and You when We receive Your signed Self Storage Agreement, receive payment of Our Storage Costs and We notify You We have accepted Your order. The Storage Period will begin on the date agreed with You during the order process and set out on the Self Storage Agreement.

2. OUR SERVICES TO YOU:

2.1. So long as all fees are paid up to date and subject to these Conditions: (a) We will make available to You a lockable, segregated area of Our Facility (**"Unit"**) for You to store Goods; (b) You are granted a licence during the Storage Period to store Goods in the Unit allocated to You by Us from time to time and only in that Unit; (c) We will maintain the Facility in a secure and safe condition; and (d) We will make every reasonable effort to protect Your Property from Loss or Damage while the Goods remain in the Unit or Our care, custody and control, subject to **Condition 7** and all terms and conditions of this Agreement.

2.2. We do not grant any lease or tenancy of the Unit or any part of the Facility and nothing in this Agreement creates a landlord and tenant relationship. We retain control, possession and management of the Facility and the Unit and the You have no right to exclude Us from the Facility or the Unit.

2.3 If You wish to take up any additional services We offer, such as delivery and collection, We will provide details separately. You will need to sign up to Our terms and conditions for such services which may be subject to additional charges.

3. COST:

3.1. You must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Storage Costs, repairs, cleaning or other charges to put right any breach of this Agreement by You) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.

3.2. You are responsible to pay: (a) the Storage Costs (being the amounts set out in the Self Storage Agreement or as most recently notified to You by Us) including the StoreProtect Charges if You have opted for StoreProtect. We will take the first payment on acceptance of Your order and will take subsequent payments in advance on the invoice date for each Storage Period or other date agreed with You (**"Due Date"**). It is Your responsibility to see that payment is made directly to Us on time and in full throughout the Storage Period. We do not normally bill for fees but will issue an electronic invoice following payment. Storage Costs will not be credited to Your account unless You identify the payment clearly and as directed by Us.If You fail to identify a payment, We reserve the right to take steps to enforce the Agreement (including the sale of Goods as set out under **Conditions 4.1 to 4.5**) due to Your failure to pay Storage Fees. We shall have no liability to You as a result of taking such action and You agree to fully indemnify Us for any costs, including those outlined in (c), below, We incur in taking such action. We will not accept that payment has been made until We have received cleared funds; (b) a Late Payment Fee each time a payment is late or cancelled;

(c) any costs incurred by Us in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, Goods inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; (d) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement; and (e) the Cleaning Fee or charges for repairs, to be invoiced at Our discretion as per **Condition 6.6**.

3.3. Where You have more than one agreement with Us, all will form one account and We may at Our sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to Us on any agreement in the account. If You make a part payment of any Storage Costs due to Us and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Agreement in respect of the Storage Costs which remain outstanding from You. The time period from which We may take such action will still start from the Due Date when the original Storage Costs were due and the Due Date will not be extended as a result of Your part payment.

4. DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

4.1. We take the issue of prompt payment seriously and We shall have a general and particular right of lien, which is a right to seize and sell or otherwise dispose of some or all of Your Goods as security for Your obligation to make payments under this Agreement. If any sum owing to Us and other fees related to this Agreement are not paid when due (**"Debt"**), You authorise Us without further notice to: (a) refuse You and Your Agents access to the Goods, the Unit and the Facility and to overlock the Unit until the Debt has been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another Unit or site and to charge You for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with **Conditions 4.3 to 4.5**. You acknowledge that (a) We shall be entitled to continue to charge Storage Fees from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) We will sell the Goods as if We were the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.

4.2. If on expiry or termination of this Agreement, for any reason, You fail to remove all Goods from the Unit, We are authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with **Conditions 4.3 to 4.5**. You are liable for Storage Costs for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal incurred, which shall be added to the, or treated as a, **Debt**.

4.3. Before We sell or dispose of the Goods, We will give You notice in writing directing You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to Us in writing and by email and/or by direct message on social media. If no address within the United Kingdom has been provided, We will use any land or email address or social media details We hold for You and any Alternative Contact Person (**"ACP"** as stated on the Self Storage Agreement). If You fail to pay the Debt and/or collect the Goods (as appropriate) We will access the Unit and begin the process to sell or dispose of the Goods. 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 for the best price reasonably available in the open market, taking into account the costs of sale. We may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the or treated as a Debt.

4.4. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt**.** If sale proceeds do not discharge all of these costs and the Debt, You must pay Us the balance within 7 days of a written demand from Us. We may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from You, We will attempt to return the excess funds to you. If this is not reasonably possible, We will hold the balance for You but no interest will be payable on it.

4.5. If, in Our opinion and entirely at Our discretion, the Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost. We may dispose of the Goods at Our discretion in the event that (a) Goods are damaged due to fire, flood or other event that has rendered them, in Our reasonable opinion, severely damaged, of no commercial value, or dangerous to

persons or property, or (b) Goods may contain personal data belonging to You or others. We do not need Your prior approval to take this action but will send written notice to You within 7 days of assessing damaged Goods.

4.6. Any Property left unattended in common areas at the Facility or outside Your Unit at any time shall be treated as abandoned and may at Our discretion be moved, sold or disposed of immediately with no liability to Us.

5. ACCESS:

5.1. You have the right to access the Unit during Access Hours as posted by Us and subject to the terms of this Agreement. We will try to provide advance warning of changes to Access Hours by notice at the Facility and/or by SMS or email, but reserve the right to change Access Hours temporarily to other reasonable times without giving prior notice.

5.2. If We have agreed to grant You extended access to the Unit outside normal hours, the extended access is available between the hours indicated on the Self Storage Agreement, subject to You paying any relevant additional charges.

5.3. Only You or Your Agents may access the Unit. You are responsible for and liable to Us and other users of the Facility for Your own actions and those of Your Agents. We may (but are not obliged to) require proof of identity from You or any other person at any time and, at Our sole discretion, may refuse access to the Facility to any person who is unable to provide satisfactory proof.

5.4. We may refuse You access to the Unit and/or the Facility where moneys are owing by You to Us, whether or not a formal demand for payment has been made, or if We consider the safety or security of any person, Unit or Goods on or at the Facility has been threatened or may be put at risk.

5.5. You should not leave a key with or permit access to the Unit to any person other than Your Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk.

5.6. You authorise Us and Our agents and contractors to enter the Unit in the following circumstances and to break any lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of: an emergency (including for repair or alteration) or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Goods belonging to You or other customers; (c) if We believe the Unit is being used to store prohibited Goods or Excluded Items or used for a prohibited purpose; (d) if We are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; or (e) to relocate the Goods or exercise Our lien or power of sale or disposal in accordance with this Agreement.

6. GENERAL CONDITIONS:

6.1. You will be solely responsible for securing the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We are not responsible for securing any Unit left unlocked by You. You are not permitted to apply a padlock or other device to the Unit in Our overlocking position and We may have any such padlock or device forcefully cut off at Your expense.

6.2. Whilst We retain overall responsibility for securing the Facility, You will secure the external gates and/or doors of the Facility where required.

6.3. You must not store (or allow any other person to store) any of the following in the Unit (**"Excluded Items"**): (a) food or perishable Goods unless securely packed in hard plastic or glass containers so they are protected from and do not attract vermin; (b) any living creatures; (c) Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh UNLESS they are built-in and cannot be removed from otherwise permitted Goods (see **Conditions 6.3(e), 6.3(f) and 6.4**); (d) portable battery chargers, power banks or any similar portable power source; (e) More than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles in any one Unit unless the battery has been removed and is not being stored in the Unit; (f) More than ten (10) laptops, tablets, children's toys or other similar items containing built-in batteries in any one Unit UNLESS agreed by Us in writing; (g) combustible or flammable substances including but not limited to gas, paint, petrol, oil, cleaning solvents or compressed gases; (h) firearms, explosives, weapons or ammunition; (i) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances; (j) any Goods that emit fumes or odours; (k) any illegal Goods or substances or Goods illegally obtained such as, but not limited to, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe Goods (including but not limited to toys, electrical Goods, medicines, aerosols, cosmetics, fireworks); (l) Goods which are environmentally harmful or that are a risk to the property of any person; (m) currency, deeds and securities; (n) Property where the value to You cannot be assessed on a financial basis; and (o) any Goods which are contaminated with food or any other substance which may deteriorate, rot, become mouldy or attract vermin. You will be liable under **Conditions 7.9 and**

7.10 for any breach of this Condition 6.3.

6.4. When storing any Goods that contain built-in batteries including, but not limited to, laptops or tablets, children's toys, E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles (see **Conditions 6.3(e)** and **6.3(f)**), You must ensure: (a) the Goods are free from visible physical defect or fault; and (b) such Goods are not stacked and are stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.

6.5. You will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to Us or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use battery or any other power to charge or power any electrical item unless it is free from visible defect or fault and You are present; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised by Us; (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors); or (g) create any obstruction or leave Property or refuse in any common space within the Facility.

6.6. You must not use portable heaters in the Unit at any time.

6.7. You must not damage the Unit and ensure it remains clean during the Storage Period. In the event of uncleanliness or damage to the Unit or Facility, We will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from You for the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

6.8. You must (and ensure that Your Agents) use reasonable care on site and have respect for the Facility and other Unit users, inform Us of any damage or defect immediately after it is discovered and comply with the reasonable directions of Our employees, agents and contractors and any other regulations or policies for the use, safety and security of the Facility as We shall issue periodically.

6.9. This Agreement does not confer on You any right to exclusive possession of the Unit and We reserve the right to relocate You to another Unit not smaller than the current Unit: (a) by giving 14 days' notice during which You can elect to terminate this Agreement under **Condition 11**; 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. In these circumstances, We will pay Your reasonable costs of removal if approved in writing by Us before removal. If You do not arrange removal by the date specified in Our notice, then You authorise Us and Our agents to enter the Unit and move the Goods as Your Agent on Your behalf and at Your risk (except for damage caused wilfully or negligently which is subject to the limitations in **Condition 7**). Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues on the same terms at the Storage Fees in force for the original Unit at the time of the removal.

6.10. Unit suitability and inspection:

6.10.1. You must ensure the Unit is suitable for storage of the Goods You intend to store in it. We make no warranty or representation that any Unit is suitable for any particular Goods and We accept no liability in this regard.

6.10.2. It is strongly recommended that You inspect Your Property periodically during the Storage Period and at least every three months for Goods stored in external Units or containers. (Regular inspection may reduce the likelihood of Damage caused by atmospheric or climatic causes, such as mould, mildew or rust, for which We are not responsible - see **Condition 7.6.5**).

6.11. Unit sizes are approximate. If You have exact requirements, You must check with Us before signing this Agreement as, by signing, You agree to the actual size of the Unit and not any represented Unit size.

6.12. We may refuse storage of any Goods or require You to remove Goods if in Our opinion storage of such Goods creates a risk to the safety of any person or property.

6.13. You must give notice to Us in writing of the change of any contact details on this Agreement for You or the ACP within 48 hours of any change. You agree We are entitled to discuss any default by You with the ACP registered on the front of this Agreement.

6.14. You are deemed to have knowledge of the Goods in the Unit and warrant that You are the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner. We do not have and will not be deemed to have knowledge of the Goods in the Unit.

7. RISK AND RESPONSIBILITY:

7.1. Our liability will commence from the time Your Property is placed by You (or Your Agents) into Your storage Unit(s) and the Unit is locked by You (see **Condition 6.1**) and ceases immediately upon removal of Your Property from Your storage Unit(s).

7.2. Restricted Liability

7.2.1. We shall only be liable for Loss or Damage caused by Our negligence up to a maximum of £100 for any one event or series of connected events.

7.2.2. We do not insure the Goods and it is a condition under this **Condition 7.2** that the Goods remain adequately insured 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.

7.2.3. For the avoidance of doubt, We shall have no liability for Loss or Damage unless directly caused by Our negligence.

7.3. StoreProtect – Enhanced Liability Option

7.3.1. As an alternative to **Condition 7.2**, you may opt for StoreProtect. **"StoreProtect**" means an agreement between You and us where We accept an enhanced liability in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and this Agreement.

7.4. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of Us, Our agents and/or employees.

7.5. The restrictions on liability in this **Condition 7** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.6. 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"**):

7.6.1. Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;

7.6.2. Loss or Damage which is discovered after Your Property is removed from Our Facility.

7.6.3. Loss suffered by You as a result of You not being able to access the Facility or the Unit, regardless of the cause;

7.6.4. 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;

7.6.5. 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 Our negligence;
7.6.6. 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;
7.6.7. Any value which is purely sentimental;
7.6.8. Reimbursing You for the Storage Costs UNLESS Loss or Damage prevents us from fulfilling Our services, in which case We shall reimburse You for a proportion of the Storage Costs to reflect the services not carried out as a direct result.
7.6.9. Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;
7.6.10. 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.
7.6.11. Loss or Damage to any Excluded Items.
7.6.12. Loss or Damage caused by or as a consequence of Your failure to comply with any condition in this Agreement, and in particular Your obligations contained in **Conditions 6 and 7**.
7.7. 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 include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, epidemic, pandemnic, or entry into any Unit including the Unit or the Facility 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 Facility for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.
7.8. 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 and/or Excluded Items in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement.
7.9. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to any Goods which are stored and the manner in which they are stored. You will be responsible for all Liabilities resulting from such a breach.
7.10. If We have reason to believe that You are not complying with all relevant laws and regulations, We may take any action We consider necessary, including, but not limited to, action outlined in **Conditions 5.6** and **11.2**, 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.

8. PERSONAL INFORMATION

8.1. We collect information about You and any ACP on registration and whilst this Agreement continues, including personal data (**"Data"**). We process Data in accordance with the UK retained version of the EU General Data Protection Regulation, the Data Protection Act 2018 and all associated laws. Details on how We use Data and Your rights in relation to Data are set out in Our Privacy Notice which can be viewed on Our website at www.jenningsstorage.co.uk You confirm any ACP has consented to You supplying Data to Us on these terms.
8.2. If You give consent, We will use Data for feedback purposes, including to provide information on products or services provided by Us in response to requests from You or if We believe they may be of interest. Your choice with regard to the relevant use of Data is indicated in the Self Storage Agreement and can be changed at any time by contacting Us.
8.3. We will pass Data to Our claims agent where it is necessary for them to handle a claim made by You on Our behalf.

9. COMMUNICATIONS AND NOTICE

9.1. We can send You notifications regarding day to day matters and minor changes to this Agreement by email and/or by SMS if You have agreed to receive notifications by SMS**.** These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also send You a direct message on Your social media accounts.
9.2. Notices to be given by Us or You for more significant changes to the services and these terms or to enforce rights under this Agreement (such as ending the Agreement, changing prices, significant disruptions or enforcing Our right to sell or dispose of Goods) must be in writing and must either be delivered by hand, pre-paid post or email. Notices shall be considered to have been received at the time of delivery by hand, one day after sending by email or 48 hours after posting. Notices from Us to You will be sent to the addresses on the Self Storage Agreement or the most recent address in the United Kingdom and/or email address notified by You to Us and/or by direct message to Your social media accounts. In the event of not being able to contact You at the last notified postal or email address, Notice will be considered as having been given to You if We serve that Notice on the ACP as identified on the front of this Agreement at the last notified postal or email address of the ACP. Any notice from You must be sent to Us by hand or by post to the address on the Self Storage Agreement or by email to info@jenningsstorage.co.uk In the event that there is more than one contact named on the Agreement, Notice to or by any single contact is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

10. WHERE YOUR PROPERTY IS LOST OR DAMAGED

10.1. 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.
10.2. Notwithstanding **Condition 10.1**, if You discover Loss or Damage to Your Property:
10.2.1. When the Facility 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;
10.2.2. 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"**):
10.2.2.1. You must contact Us via email to info@jenningsstorage.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 Our Facility (**"Email Notification"**).
10.2.2.2. Your Email Notification must be provided before any affected Goods are removed from Our Facility. We shall not be liable for any Loss or Damage which is notified after your Property is removed from Our Facility unless Email Notification is provided.
10.2.2.3. 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.
10.3. 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@jenningsstorage.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.
10.4. 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.
10.5. 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 Conditions 10.2 and 10.3.
10.6. 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.
10.7. 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.
10.8. For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould.
10.9. You must retain and not dispose of any Damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage.
10.10. 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.
10.11. If You opt for StoreProtect, You must also comply with the Additional Claim Requirements, as set out under the StoreProtect Addendum.
10.12. 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, 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, where applicable.

11. CANCELLING OR ENDING THE AGREEMENT:

11.1. If You entered into the Agreement without physically coming into the Facility, then You have 14 days after We confirm acceptance of Your order to change Your mind (**"Cooling-off Period"**). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling and all Goods being removed from the Unit. We can use any payment made by You to settle some or all of this sum. You can cancel by email, post or telephone call to Us referring to Your name, address, date of order, and Unit number.
11.2. Unless otherwise agreed in writing by both parties, either We or You may end this Agreement at any time by giving the other party written notice in accordance with **Condition 9.2**. The date on which the Agreement will end (the **"Termination Date"**) must be at least the number of days indicated on the Self Storage Agreement. In the event of illegal or environmentally harmful activities on Your part or a breach of this Agreement (which, if it can be put right, You have failed to put right within 14 days of a request from Us to do so), We may terminate the Agreement immediately by Notice. We are entitled to retain from the Deposit, or make a charge for, apportioned Storage Costs if less than the required notice is given by You. You must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to Our satisfaction. In the event that Goods and/or rubbish are left in the Unit after the Termination Date, **Conditions 4.2 and 6.6** will apply. You must pay any outstanding Storage Costs and any other fees or expenses owed to Us up to the Termination Date, or **Conditions 4.1 to 4.5** may apply. Any calculation of the outstanding fees will be made by Us. If We enter the Unit for

any reason and there are no Goods stored in it, We may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days.

11.3. You agree to examine the Goods carefully on removal from the Unit and must notify Us of any Loss or Damage to the Goods in accordance with **Condition 10**.

11.4. 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 term of the Agreement prior to termination or expiry. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

12. OTHER IMPORTANT TERMS:

12.1. We may vary the Storage Costs or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Our notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with **Condition 9.2**. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

12.2. You acknowledge and agree that: (a) the terms of this document (including the StoreProtect addendum where applicable) constitute the whole agreement with Us and, in entering this Agreement, You do not rely on any statement, promise, representation, assurance or warranty which is not set out in this Agreement; (b) any descriptions or illustrations on Our website are published for the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force; (c) the terms of this Agreement apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; (d) You have raised all queries relevant to Your decision to enter this Agreement with Us and We have, prior to You entering into this Agreement, answered all such queries to Your satisfaction; (e) any special terms agreed between You and Us, have been recorded in writing and incorporated into the terms of this Agreement; (f) if We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from deciding to exercise or enforce that right at a later date unless We tell You in writing that We have waived or given up Our ability to do so; (g) it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (h) if any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, it shall be treated as deleted, but that shall not affect the validity and enforceability of the rest of this Agreement; (i) You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; (j) We may transfer Our rights under this Agreement to another organisation and will let You know if We plan to do this; and (k) where there are two or more joint customers, each individual customer takes on the obligations under this Agreement jointly and severally and We may enforce Our rights against any one of the joint customers.

12.3 This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must first try to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. The parties agree that, other than for emergency interlocutory relief, neither party shall commence legal proceedings against the other unless it has first offered to submit the dispute to mediation and mediation has not commenced within a reasonable period of time after such offer was made.

StoreProtect Addendum

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

Note: "**StoreProtect**" means an agreement to accept an enhanced liability for Loss or Damage to Your Property as described in this Addendum. StoreProtect is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as Your agent. We are under no obligation to arrange an insurance policy in Your name. We assume the risk of liability ourselves, but We may at Our option arrange insurance ourselves which provides cover for Our liability to You in certain circumstances.

StoreProtect may not be available in certain circumstances, and We reserve the right to decline at Our sole discretion where You have indicated that You wish to opt for StoreProtect.

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 **Condition 7.2** of Our 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 '*Exclusions – what StoreProtect does not provide for*'). ✓ 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, 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 (per **Condition 7.2.2** of Our Conditions of Agreement). ✓ 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	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 during the booking process; • confirm Your wish to opt for StoreProtect during the booking process; • pay us 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.
Our Maximum Liability	We will have no liability under any circumstances for Loss or Damage to Your Property over and above the Maximum Replacement Value, or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value.
Proportional Reduction	If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your Unit at the time of Loss or Damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value (**"Proportional Reduction"**). *(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)*

General Exclusions and Limitations	• We exclude and limit certain types of Loss or Damage, as set out in **Condition 7** of Our Conditions of Agreement. Please read these exclusions and limitations carefully – they apply whether or not You opt for StoreProtect. • There may be circumstances where Excluded Items (**Condition 6.3** of Our Conditions of Agreement) are stored in Your Unit(s) without Our knowledge. Where You store Excluded Items in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Excluded Items (**Condition 7.9** of Our Conditions of Agreement). • We will not be liable for any Loss or Damage to Your Property unless You notify Us in accordance with **Condition 10** of Our Conditions of Agreement.
Exclusions – what StoreProtect does not provide for	**StoreProtect cannot be accepted for:** × any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle or trailer (**"Vehicles"**) stored outside of a Unit; × Any food or perishable Goods; or × Any delivery and collection Goods. Our liability is restricted in accordance with **Condition 7.2.1** and the requirement for You to insure Your Property in **Condition 7.2.2** remains valid whether or not You opt for StoreProtect for other stored Property. Our liability for Loss or Damage to the following Goods is restricted. Goods worth in excess of the amounts stated below should not be stored without Our express permission in writing: × 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.
Why We restrict Our liability	It is not always clear how Loss or Damage was caused, so We must limit or exclude Our 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 limit in **Condition 7.2.1** is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and our Duty of Care in respect of Your Property is as set out above); and (b) the requirement to insure Your Property in **Condition 7.2.2** of Our Conditions of Agreement becomes an option instead of a requirement.
Failure to pay StoreProtect Charges	If You fail to pay the StoreProtect Charges in full on the due date for payment (**Condition 3.2** of Our Conditions of Agreement), You will not benefit from the enhanced liability that We offer under StoreProtect. Our liability to You will, instead, be restricted to Loss or Damage caused by negligence only and limited to £100 in accordance with the terms set out in **Condition 7.2.1** of Our Conditions of Agreement and You will be required to insure Your Property in accordance with **Condition 7.2.2** of Our Conditions of Agreement. 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.

Termination/ Cancellation	***Your right to cancel StoreProtect*** You have the right to cancel StoreProtect at any time by giving us written notice prior to removal of Your Property from storage. You can provide notice by emailing us at info@jenningsstorage.co.uk or by writing to us at Jennings Containers & Storage, Tower Estate, Warpsgrove Lane, Oxon, OX44 7XZ • If You cancel StoreProtect prior to the storage services commencing, We will refund to You all StoreProtect Charges paid by You. • If You cancel StoreProtect after the storage services have started, We will refund to You any StoreProtect Charges that You have paid in advance in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). ***Our right to cancel StoreProtect*** • Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under **Condition 3** of Our Conditions of Agreement. • We may cancel Your right to benefit from StoreProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate StoreProtect, We will refund to You all StoreProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the cancellation date We notify to You). ***General*** • Our liability to You after the StoreProtect cancellation date will be the normal level as set out in **Condition 7.2.1** of Our Conditions of Agreement and You will be required to insure Your Property in accordance with **Condition 7.2.2** of Our Conditions of Agreement. • If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give us the full amount of notice in accordance with **Condition 9.2** of Our Conditions of Agreement.
Where Your Property is Lost or Damaged	
Notification Condition	If You discover Loss or Damage to Your Property, You must fully comply with the requirements set out under **Condition 10** of Our Conditions of Agreement.
Additional Claim Requirements	For Us to fully assess Your claim, the following additional information may be required: • Estimates for cleaning, repairs or replacement; • As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety; • Photographs showing all of Your Property in Your storage Unit, including those which are undamaged (i.e. the entire Unit before the removal of any Goods). • For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item. • Where You believe that Your Property has been stolen, You must take photographs of the door, walls or padlock to evidence forced access to Your Unit. You must also notify the Police immediately and obtain a Crime Reference Number. • Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress. • Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out. • For any Goods lost/stolen or damaged beyond repair, You must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value. • We may request for damaged Goods to be cleaned, where possible, including dry cleaning or home laundry before any claim settlement will be considered. Reasonable cleaning costs may be considered as part of the claim settlement.