

MoveProtect Addendum

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

Note: “MoveProtect” means an agreement to accept an enhanced liability for loss or damage to Your Property as described in this Addendum. MoveProtect is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as Your agent. We shall not arrange insurance 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.

MoveProtect 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 MoveProtect.

Detailed terms

Definitions	• “Replacement Value” means the current cost of replacing Your Property, allowing for age, quality, degree of use and second hand market value at the time Your Property is packed or otherwise made ready for removal and/or storage. • For any antiques, works of art, and the like, the Replacement Value is the current market value; and • For documents, 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. • We are not liable for the cost of replacing Your Property as new unless You can evidence it was brand new and unused at the time Your Property is packed or otherwise made ready for removal and/or storage. • “Maximum Replacement Value” means the maximum sum total of the Replacement Values for Your Property at all times for the duration of this Agreement including where Our Quotation includes removal and/or storage of Your Property on multiple occasions or where You add or remove Your Property from storage.
MoveProtect - What do I receive?	• In return for payment of the MoveProtect Charges, We agree to accept an enhanced liability for loss or damage to Your Property and paragraph 9.c of Our Terms and Conditions will not apply. • Instead, We accept liability for any direct physical loss or damage to Your Property caused by 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 lost or damaged (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see ‘Exclusions – what MoveProtect does not provide for’). • Our liability to You under MoveProtect 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 (as defined in Our Terms and Conditions), whichever is the smaller sum. • 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 MoveProtect	Our duty of care in relation to the Goods shall be that of a reasonably careful person under like circumstances. We shall not be liable for any loss or destruction of or damage or deterioration to the Goods, however caused, while the Goods remain under Our care, custody or control, unless such loss, damage, destruction or deterioration 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.
MoveProtect - Your Responsibility	To opt for MoveProtect, it is Your responsibility to: • provide Us with Your Maximum Replacement Value in the appropriate box on the Acceptance of Quotation to indicate You wish to opt for MoveProtect and return a completed and signed Acceptance of Quotation to Us; • For any Vehicles, You must also provide Us with a Replacement Value in the appropriate box on the Vehicle Condition Report (see paragraph 10.c.vi). • You must notify Us in writing of any change to the Maximum Replacement Value prior to Your Property being packed, collected or otherwise made ready for the removal and/or storage. If You do not notify Us otherwise, We will assume that the Maximum Replacement Value last provided to Us in writing is accurate.
Proportional Reduction	If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property 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”). <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>
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 (taking into account any Proportional Reduction).
CMR Convention For International Road Freight	Where the CMR Convention applies and You opt for StoreProtect: • Declaration of Value: In accordance with Article 24 of the CMR Convention, You hereby declare the Maximum Replacement Value provided as the specific value for the Goods being transported. This value may exceed the standard liability limits set by the CMR under Article 23.3. • Our Acceptance of Increased Liability: We acknowledge the Maximum Replacement Value of the Goods as specified by You and agree to accept increased liability as per the terms of Article 24 of the CMR Convention. Our liability for loss or damage to the Goods shall be up to the stated Maximum Replacement Value.

	• Documentation: In compliance with the CMR requirements, Our increased liability and Maximum Replacement Value shall be explicitly stated and documented in the CMR consignment note accompanying the Goods. • Insurance: We shall ensure that Our insurance coverage is adequate to meet Our increased liability. • Limitation of Liability: This Agreement is subject to all other terms and conditions of this contract and the CMR Convention. The increased liability does not cover instances where loss, damage, or delay arises from circumstances beyond Our control, as detailed in the CMR Convention.
General Exclusions and Limitations	• We exclude and limit certain types of loss or damage, as set out in paragraph 10 of Our Terms and Conditions. Please read these exclusions and limitations carefully – they apply whether or not You opt for MoveProtect. • There may also be circumstances where Excluded Items (paragraph 6.a) are moved or stored by Us without Our knowledge. Where You submit any Excluded Items for removal and/or storage in breach of this Agreement, You agree that You will bear the risk of any loss or damage to such Excluded Items and any connected consequential losses incurred by You or Us (paragraph 6.b).
Exclusions – what MoveProtect does not provide for	Our liability for loss or damage to the following Property is restricted: • We will not be liable for any loss of or damage to china, crockery, glassware and other fragile items (“Fragile Items”) where they have not been both professionally packed and unpacked by Us or Our Subcontractor (“Owner Packed”) unless caused by the collision or overturning of road vehicles or other conveyances. In any event, Our liability for Owner Packed Fragile Items is limited to £100 per Item. • With the exception of Fragile Items, in the event of an accident involving an Owner Packed Item where damage would have occurred irrespective of the quality of the packing, then Our maximum liability is limited to £100 for the entire contents of the Item or the actual value of the damaged Property (taking into account the Property’s age and condition at the time of loss or damage) whichever is less. • For loss of Owner Packed Items, Our liability is limited to a maximum of £100 per Item unless a detailed list of the contents is disclosed to and agreed by Us prior to the commencement of Our Services. • For the avoidance of doubt, the liability limitations noted above relate to the entire contents of the Item (as defined in Our Terms and Conditions) or the actual value of the damaged Property (taking into account age and condition at the time of loss or damage) whichever is less.
Why We restrict Our liability	In certain circumstances, We limit or exclude Our liability for loss or damage to Your Property. We do this because it is not always clear how the damage was caused or who caused the damage (e.g. where Property is not securely packed by You and this results in damage). We exclude liability for Fragile Items not packed by Us as We strongly recommend this type of Property is professionally packed to reduce the possibility of damage. We also cannot accept liability for loss or damage which could not have been reasonably avoided. Please be reminded that MoveProtect is not a contract of insurance and You have the option to arrange Your own insurance separately.
Our Agreement	Our standard Terms and Conditions also apply in full to this Agreement, save for, if You opt for MoveProtect, Our agreement to accept an enhanced liability as described above (so, paragraph 9.c does not apply and Our Duty of Care in respect of Your Property is as set out above.)
MoveProtect Charges	Additional charges may apply for MoveProtect where the actual Maximum Replacement Value exceeds £250,000. We may also choose not to accept a higher limit of liability under MoveProtect where the Maximum Replacement Value exceeds £250,000. We will tell You whether We can accept a higher limit of liability under MoveProtect and what additional charges may apply when You provide Us with Your Maximum Replacement Value. Unless and until We agree on any additional charges payable, You will not be able to benefit from MoveProtect.
Failure to pay MoveProtect Charges	If You fail to pay the MoveProtect Charges in full on the due date for payment (paragraph 21), You will not benefit from the higher limit of liability that We offer under MoveProtect and Our liability to You will, instead, be in accordance with paragraph 9.c of Our Terms and Conditions (i.e. loss or damage caused by negligence only up to a maximum of £40 per Item). At Our sole discretion, We may choose to reinstate MoveProtect on payment of any overdue or outstanding MoveProtect Charges, unless any loss or damage to Your Property has already occurred prior to payment of such charges.
Termination /Cancellation	Your rights: • You have the right to cancel MoveProtect by giving Us written notice prior to the services commencing and We will refund to You all MoveProtect Charges paid by You. • You may not cancel MoveProtect once services have commenced except where Your Property is being placed into storage for more than one (1) month, in which case, You must give Us notice in writing prior to removal of Your Property from storage. You can provide notice by writing to Us using the contact details shown on Our Quotation. • If Your Property is in storage, and You give Us notice to cancel MoveProtect prior to removal of Your Property from storage, We will refund to You any MoveProtect Charges that You have paid in advance for MoveProtect in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). Our rights: • We may cancel Your right to benefit from MoveProtect and terminate this Addendum at any time by giving You thirty (30) days’ notice in writing. • Where We cancel or terminate this Addendum, We will refund to You all MoveProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the date We notify You of cancellation). Effect of cancellation or termination: Cancellation or termination of MoveProtect will result in the enhanced liability protection set out under the MoveProtect Addendum being removed for the whole duration of Our services and paragraph 9.c of Our Terms and Conditions will apply.