

TERMS AND CONDITIONS – SHIPPING

1. THESE TERMS
 - 1.1 **What these terms cover.** These are the terms on which we provide our shipping service to you.
 - 1.2 **Why you should read these terms.** Please read these terms carefully and before you use our shipping service. These terms tell you who we are, how we will provide our shipping service to you, how you may change or end the contract between us, what to do if there is a problem with our shipping service, as well as other important information that you should be aware of. If you think that there is a mistake in these terms, please contact us as soon as possible to discuss.
2. INFORMATION ABOUT US
 - 2.1 **Who we are** We are Luggage-Point, which is the trading name of Luggage-Point UKENA Limited (Company Number 08240052), Luggage-Point (BHX) Limited (Company Number 08977917) and Luggage-Point (EDI) Limited (Company Number 08977917). Our registered office is at 27 Annitsford, Cramlington, Northumberland, England NE23 7BF. Our registered VAT number is 199254265.
 - 2.2 **How to contact us.** You can contact us by telephone on (+44) 0330 223 0913 between the hours of 09:00 and 17:00 Monday to Friday (excluding bank and public holidays in England), by emailing us at info@luggage-point.co.uk or by writing to us at Luggage-Point UKENA Limited, Unit 27 Apex Business Village, Cramlington, Northumberland NE23 7BF.
 - 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address that you provided to us when placing your order.
 - 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
3. OUR CONTRACT WITH YOU
 - 3.1 **How we will accept your order.** Our acceptance of your order will take place when you have agreed, in writing, to our written quotation or where you have received written confirmation from us, whichever is earlier. At the point of our acceptance of your order, a contract will come into existence between you and us.
 - 3.2 **If we cannot accept your order.** If we are unable to accept your order for whatever reason, we will inform you as soon as possible and we will not charge you for our shipping service.
4. OUR OBLIGATIONS

What we are agreeing to do. We will arrange shipment of your parcel through a third party courier to your chosen destination. Unless otherwise stated, any enquiries should be directed through us, so that we can contact the third party courier on your behalf. If you contact the third party courier directly, we may not be able to assist you at a later date and this could affect your right to make a claim with us.
5. YOUR RIGHTS TO END THE CONTRACT
 - 5.1 **You can always end the contract before we have provided our shipping service.** You may contact us at any time to end the contract where we have not yet provided our shipping service. We will refund you any sums paid for services that you have not received.
 - 5.2 **There are other instances when you can end the contract.** You can end the contract where: (a) we have told you about an upcoming change to our shipping service that you do not agree to; (b) there is a risk that our shipping service will be significantly delayed because of reasons outside of our control; (c) we suspect our shipping service for technical reasons; or (d) you have a legal right to end the contract because of something that we have done. In each case, we will refund you any sums paid for services that you have not received.
 - 5.3 **What happens in you do not have a good reason to end the contract.** If you do not have a good reason to end the contract, the contract will immediately end but we may charge you reasonable compensation for the net costs that we will incur as a result of your ending the contract.
6. OUR RIGHTS TO END THE CONTRACT

We may stop providing our shipping service. We may write to you to let you know that we are going to stop providing the service and we will refund any sums paid for services that you have not received.
7. PROVIDING OUR SHIPPING SERVICE
 - 7.1 **We will require certain information from you.** We will require certain information from you in order to provide our shipping service. Any discrepancies in the information provided by you may result in a delay in transit, additional charges being incurred or the parcel being returned to us. For the avoidance of doubt, you are solely responsible for any additional charges that are incurred as a result of you providing incomplete or inaccurate information. We will require the following information from you:
 - 7.1.1 your name, address and contact information;
 - 7.1.2 the recipient's name, address and contact information;
 - 7.1.3 the address of destination;
 - 7.1.4 details of the parcel's contents; and
 - 7.1.5 details of the parcel's value.
 - 7.2 **You are responsible for packing your parcel and selecting the correct service.** It is your responsibility to ensure that your parcel is properly and sufficiently packed to prevent damage during transit. As a minimum, we recommend that each parcel should be in a new and undamaged cardboard box that is strong enough to carry the weight of your parcel. Your parcel should not touch the side of the cardboard box and it should be cushioned in its entirety using internal packaging (e.g. bubble wrap or foam) no less than 5 centimetres in thickness. You are also responsible for selecting the correct service.
 - 7.3 **Where you send a number of items as one package.** If you send a number of items as one package, the items must be encased within one outer box. If you fail to do so, or if your package comes apart in transit, resulting in one or more of the items being lost, we are not responsible for such losses.
 - 7.4 **We do not accept prohibited or restricted items.** We do not accept prohibited or restricted items, or any items that would be illegal or unlawful for us or a third party courier to carry within the UK or, if outside of the UK, within the relevant foreign jurisdiction.

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- 7.5 **We reserve the right to destroy certain parcels.** We reserve the right to immediately destroy any parcel which contains a leaking liquid (regardless of its nature), a prohibited or restricted item, a flammable or hazardous substance or any substance that may impose a health and safety risk to us, the third party courier or any other third party.
8. DELIVERY
- 8.1 **Delivery dates are estimates only.** The delivery date and times advertised are estimates only and, regardless of the service you select, are not guaranteed. Deliveries may be delayed for reasons that are out of our control and the control of the third party courier.
- 8.2 **Delivery attempts.** The third party courier will attempt to deliver your parcel at least once. If your parcel cannot be delivered, the third party courier may attempt delivery at an address within close proximity and leave details at the delivery point and / or update any tracking information. Should your parcel be held by the third party courier following a missed or failed delivery, it is your responsibility to arrange collection or re-delivery (see clause 8.5 below). You are solely responsible for any additional charges incurred as a result.
- 8.3 **We will contact you if your parcel is returned to us.** We will contact you once by email and / or by telephone if your parcel is returned to us. We will use the contact details provided to us when you placed your order with us. We bear no responsibility or liability where your contact details are incorrect or inaccurate.
- 8.4 **Not all deliveries require signature.** Not all services require a signature and, in some cases, your parcel can be left in an area that the third party courier deems fit. For the avoidance of doubt, we do not accept any liability for any loss or damage incurred as a result of your parcel being left in an area that the third party courier deems fit.
- 8.5 **Returned and held parcels.** When a third party courier is unsuccessful in its attempt to deliver your parcel, your parcel will be sent back to the local delivery depot. If you do not contact the third party courier within 5 working days of the attempted delivery, your parcel will be returned to us and you should arrange collection or re-delivery from us. We will hold your parcel for 10 calendar days. If you do not contact us within 10 calendar days of our receipt of your returned parcel, we will dispose of your parcel. We are not under any circumstances responsible for any loss caused to you or any third party by our disposal of your parcel.
- 8.6 **If your parcel is held by any domestic or foreign tax or customs.** If your parcel is held by any domestic or foreign tax or customs, it is your sole responsibility to make payment of any such taxes or surcharges, and arrange re-delivery or collection with the third party courier. If no contact is made with the third party courier within 5 working days, your parcel will be returned to us and you should arrange collection or re-delivery from us.
- 8.7 **International carriage.** If you ask us to deliver your parcel outside the UK, we are not responsible for any customs charges, import or export taxes or duties or any similar charges incurred as a result. If such amounts become due, you agree to reimburse us in full within 7 days of us making a demand. In relation to international carriage, you

also accept responsibility for completing the necessary paperwork, and that such paperwork is complete and accurate.

9. PRICE AND PAYMENT

9.1 **Where to find the price of our shipping service.**

The price of our shipping service (which excludes VAT) will be the price indicated to you in-store or in writing prior to you placing your order with us. All prices are based on our pricing structure, which can be seen in-store, and may be amended from time to time.

When and how you must pay. We require full payment prior to providing our lost property service to you. Provided that you are making payment in-store, we accept cash. We also accept all major credit and debit cards. No surcharges apply for the use of credit cards.

10. OUR RESPONSIBILITY TO YOU

10.1 **We are responsible for foreseeable loss and damage caused by us.**

If we fail to comply with these terms, we are responsible for loss and damage that you have suffered that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the our shipping service.

10.3 **The amount of our liability.**

If the third party courier loses or damages your parcel, we will be liable for the amount that you declared your parcel to be worth when you placed your order, which will be limited by the amount of compensation cover available as standard or as purchased by you, as applicable as well as the proof of purchase provided. If the service booked does not include any standard cover and if you do not purchase additional cover, we cannot accept liability for loss or damage. We are only liable up to a maximum amount of standard inclusive cover on the service selected per parcel, unless you purchase additional cover. Where you have said that your parcel's value is £0.00, we will not be liable in the event of loss or damage.

10.4 **We are not responsible for pre-existing faults or damage to your parcel.**

For the avoidance of doubt, we are not responsible for the cost of repairing any pre-existing faults or damage to your parcel.

10.5 **We are not liable for business losses.**

We only provide our shipping service for domestic and private use. If you use the service for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

11. MAKING A CLAIM

11.1 **Claims for loss/damage to your parcel must be made within 14 calendar days of delivery.** You

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- accept that it is important, where loss or damage occurs, that it must be reported quickly so that we can investigate your claim.
- 11.2 **We require proof of the value of your parcel, being a valid receipt or invoice.** Unfortunately, we are unable to accept, for example, website screenshots and catalogue print outs.
- 11.3 **You should provide photographic evidence of any damage.** If you wish to make a claim in relation to damage to your parcel, you should provide colour photographs showing the full extent of the damage, including the internal and external packaging used. You accept that we are not liable for any damage claims where the packaging used by you was not sufficient to adequate to protect the contents of your parcel.
- 11.4 **Your parcel should be available for inspection by the third party courier.** All internal and external packaging must be kept available for inspection by the third party courier in the event of you making a claim in relation to damage to your parcel.
- 11.5 **We are not responsible where you have selected a service that does not include damage cover.** For the avoidance of doubt, if you do not select a service that includes damage cover, we cannot be held responsible for any damage incurred during transit. If you have any questions in relation to the types of services that we offer, please let us know prior to placing your order. Likewise, we are not responsible where your parcel has been disposed of due to it being deemed unsafe, a health and safety risk or where your parcel is not fit for transportation.
12. IF THERE IS A PROBLEM
- 12.1 **How to tell us about problems.** If you have any questions or complaints about our shipping service, please contact us using the contact details in clause 2.1. Alternatively, please speak to one of our staff in-store.
- 12.2 **Summary of your legal rights.** We are under a legal duty to provide our shipping service in conformity with these terms. See below for a summary of your key legal rights. Nothing in these terms will affect your legal rights.
13. YOUR PERSONAL INFORMATION
- 13.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 13.1.1 to provide our shipping service to you;
- 13.1.2 to process your payment for our shipping service; and
- 13.1.3 if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.
14. OTHER IMPORTANT TERMS
- 14.1 **We may transfer these terms to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under these terms.** These terms are between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **If a court finds part of these terms illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **We are not responsible for delays outside our control.** If the provision of our shipping service is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the terms.
- 14.6 **Even if we delay in enforcing these terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.7 **Which laws apply to these terms and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of our shipping service in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the service in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the service in either the Northern Irish or the English courts.
- 14.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the UK European Consumer Centre, which is delivered by the Chartered Trading Standards Institute, via their website at www.ukecc.net.

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This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and*
- *if you haven't agreed a time beforehand, it must be carried out within a reasonable time.*