

TERMS AND CONDITIONS – LOST PROPERTY

1. THESE TERMS
 - 1.1 **What these terms cover.** These are the terms on which we provide our lost property service to you.
 - 1.2 **Why you should read these terms.** Please read these terms carefully and before you use our lost property service. These terms tell you who we are, how we will provide our lost property service to you, how you may change or end the contract between us, what to do if there is a problem with our lost property service, as well as other important information that you should be aware of.
2. DEFINITIONS
 - 5.2 **"Data Protection Legislation"** means EU Directive 95/46/EC, as implemented into domestic legislation of each member state and as amended, replaced or superseded from time to time, including the GDPR and laws implementing or supplementing the GDPR.
 - 5.3 **"Key Information"** means departure and/or destination airport, date when property went missing, name and address, email address and contact telephone number and distinguishing features of the lost property for verification purposes.
3. INFORMATION ABOUT US
 - 3.1 **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.
 - 3.2 **How to contact us.** You can contact us by telephoning our customer service team at 0330 223 0893 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.
 - 3.3 **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.
 - 3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
4. OUR CONTRACT WITH YOU
 - 4.1 **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.
 - 4.2 **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 lost property service.
 - 4.3 **How long our written quotation lasts for.** A written quotation issued by us shall only be valid for a period of 5 (five) days from its date of issue.
5. YOUR RIGHTS TO END THE CONTRACT
 - 5.1 **You can always end the contract before we have provided our lost property service.** You may contact us at any time to end the contract where we have not yet provided our lost property 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 lost property service that you do not agree to; (b) there is a risk that our lost property service will be significantly delayed because of reasons outside of our control; (c) we suspend our lost property 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 if 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
 6. **We may stop providing our lost property 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 LOST PROPERTY SERVICE
 - 7.1 **We will require certain information from you.** We will require Key Information from you in order to provide our lost property service. If you do not provide us with such Key Information, or if you provide us with incomplete or inaccurate information, we will not be able to provide our lost property service to you. We will not be liable for any delay or non-performance where you have not provided Key Information to us.
 - 7.2 **How long we keep your lost property for.** Unless stated otherwise, all items of lost property received by us will be stored for a period of 90 days from the date we receive it. If, following 3 months from the date on which we receive such item(s), the lost property has not been collected by you, we will sell, auction, donate to charity, recycle or otherwise dispose of the lost property at our sole discretion.
 - 7.3 **We may charge a daily storage fee for large items of lost property.** Where we receive an item of lost property that we consider to be larger than normal, and where such lost property has not been claimed by you within 14 days from the date of our receipt of the lost property, we reserve the right to charge you a daily storage fee in addition to the price of our lost property service. The daily storage fee is reasonable compensation for the net costs that we will incur as a result of having to store a large item of lost property.
 - 7.4 **We will hold your passport as lost property for 14 days.** Unless otherwise required by the relevant authorities, any passport received by us as lost property will be held for a period of 14 days from the date of our receipt, after which time they will be handed to the Airport Police or Border Force.
 - 7.5 **We will hold your driving licence as lost property for 30 days.** In the event that we receive your driving licence as lost property, we will write a letter of notification to you using the address as stated on your driving licence. If following 30 days from the date we receive the licence, the licence has not been collected by you, we will send your license to the DVLA.

- 7.6 **Where we receive a wallet or purse as lost property.** Where we receive a wallet, purse or any other item used to hold currency or money as lost property, we are required to remove any currency or money therein. We will store such currency and money separately. Where we remove currency or money from a wallet or purse, we will count its value in the presence of a witness. We cannot ship currency and money to you. If you are unable to attend our store you may ask us to transfer such currency or money to you by bank transfer. We reserve the right to deduct or, if required, charge you reasonable fees for the costs that we will incur as a result of having to transfer currency or money to you by bank transfer. This includes, for example, any bank charges incurred, as well as time spent completing any bank transfer. Foreign currency will be exchanged into GBP at the foreign currency buying rate set by the Post Office on the date of the transfer and the transfer will be made in the local currency at the bank you ask us to pay your lost currency into.
- 7.7 **How we store your lost property.** We reserve the right to store your lost property in a manner and location that we deem appropriate.
- 7.8 **We do not accept prohibited or restricted items as lost property.** We do not accept prohibited or restricted items as lost property. By prohibited or restricted, we mean any item prohibited or restricted on commercial aircrafts from time to time. We do not accept any item that would be illegal or unlawful for us to store in the UK or, if outside the UK, in the relevant jurisdiction.
- 7.9 **We reserve the right to destroy certain items of lost property.** We reserve the right to immediately destroy any item of lost property that contains a leaking liquid (regardless of its nature), a prohibited or hazardous substance or a substance that may impose a health and safety risk to us or any other third party.
- 7.10 **Your lost property may be inspected and scanned prior to storage.** Any lost property received by us may be subject to inspection and scanning by Airport security and detection equipment prior to storage.
8. COLLECTION OF LOST PROPERTY
- 8.1 **Collection by you.** You can collect your lost property from us at any time during our working hours. Our working hours are displayed in-store and on our website, www.luggage-point.co.uk.
- 8.2 **What we will require from you.** At the point of collection, we will require a full description of the lost property and personal identification (i.e. your passport or photographic driving licence) to confirm your identity as the lost property's owner. If you are collecting the lost property on behalf of the owner, we will require a signed form of authority from the owner and the owner's personal identification (i.e. their passport or photographic driving licence).
9. PRICE AND PAYMENT
- 9.1 **Where to find the price of our lost property service.** The price of our lost property service (which excludes VAT) will be the price indicated to you in your written quotation.
- 9.2 **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 reasonably 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 reasonably foreseeable, including indirect or consequential loss. Loss or damage is reasonably 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 a) for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and b) for fraud or fraudulent misrepresentation
- 10.3 **We are not responsible for pre-existing faults or damage to your property.** For the avoidance of doubt, we are not responsible for the cost of repairing any pre-existing faults or damage to your property.
- 10.4 **We are not liable for business losses.** We only provide our lost property 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. IF THERE IS A PROBLEM
- 11.1 **How to tell us about problems.** If you have any questions or complaints about our lost property service, please contact us using the contact details in clause 3.2. Alternatively, please speak to one of our staff in-store. Potential claims must be raised by you within 30 days from the date of payment.
- 11.2 **We will ask you to provide proof of purchase.** If you contact us in relation to a problem with our Lost Property service, we will require proof of purchase from you, as well as other information and documentation. If your lost property item is damaged, spoiled or lost in our care, compensation is limited to £50 per claim.
- 11.3 **Summary of your legal rights.** We are under a legal duty to provide our lost property services in conformity with these terms. See below for a summary of your key legal rights. Nothing in these terms will affect your legal rights.
- 11.4 **How we will use your personal information.** Any personal information we collect from you will only be used by us in accordance with Data Protection Legislation in force. For further details about how we process your personal information please see our Privacy Notice which is available on our website at www.luggage-point.co.uk. We will use the personal information you provide to us:
 - 11.4.1 to provide our lost property service to you;
 - 11.4.2 to process your payment for our lost property service; and
 - 11.4.3 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.
12. OTHER IMPORTANT TERMS
- 12.1 **We may transfer these terms to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **We are not responsible for delays outside our control.** If the provision of our lost property 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 reasonable 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 contract.
- 12.6 **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 this contract, 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.
- 12.7 **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 lost

property 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.

- 12.8 **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.
- 12.9 **Entire Agreement.** This agreement together with our written quotation constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

SUMMARY OF YOUR LEGAL RIGHTS:

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*