

TERMS AND CONDITIONS – PORTERAGE

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms on which we provide our Porterage service to you.
- 1.2. **Why you should read these terms.** Please read these terms carefully before using our Porterage service. These terms outline our responsibilities, your rights, and other important information that you should be aware of.

2. DEFINITIONS

"Data Protection Legislation" means The Data Protection Act 2018, which is the UK's implementation of the General Data Protection Regulation (GDPR).

"Key Information" means name and address, email address, and contact telephone number, as well as distinguishing features of the luggage for verification purposes.

"Prohibited, Restricted or Unsuitable Items" means any item which is prohibited or restricted on commercial aircraft or is illegal or unlawful in the jurisdiction where it is deposited. This includes, without limitation, drugs, solvents and flammable or hazardous substances, weapons (such as knives, firearms, projectile firing weapons) stunning and incapacitating devices, explosives including fireworks and flares, food, animals (whether alive or dead), and fragile or perishable articles.

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 Unit 14 Endeavour Park, Cramlington, Northumberland, England NE23 1XA. Our registered VAT number is GB199254265.
- 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@luggagepoint.co.uk, or by writing to us at Luggage-Point UKENA Limited, Unit 39b Colbourne Crescent, Cramlington, Northumberland NE23 1WB.
- 3.3. **How we may contact you.** If we need 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 using our Porterage service.
- 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 once payment has been received from you and your items have passed security screening via hand search or x-ray scan. 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, for any reason, we are unable to accept your order, we will inform you as soon as possible, and no charges will apply for our Porterage 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. Our written quotation will be based upon our standard tariff (which may change from time to time) as shown on our website and in-store.

- 4.4. Our staff have no discretion to vary or amend these terms and conditions.

5. YOUR RIGHTS TO END THE CONTRACT

- 5.1. **You can always end the contract before we have provided our Porterage service.** You may contact us at any time to end the contract where we have not yet provided our Porterage 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 Porterage service that you do not agree to; (b) there is a risk that our Porterage service will be significantly delayed because of reasons outside of our control; (c) we suspend our Porterage 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, and you will receive a refund for any unused time already paid for. We will charge you an administration fee of 20% of the contract value as reasonable compensation for the net costs that we will incur as a result of you ending the contract, and this will be deducted from any refund due under this clause 5.3. For the avoidance of doubt, a change in your plans or circumstances, however caused, is not a good reason to end the contract.

6. OUR RIGHTS TO END THE CONTRACT

- 6.1. **We may stop providing our Porterage service.** We may contact 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 PORTERAGE SERVICE

- 7.1. **We will require certain information from you.** We will require Key Information from you to provide our Porterage 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 Porterage 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 luggage for.** We will keep your luggage for the period stated in our quotation and agreed upon by you. In the event that you do not collect your luggage after the agreed period, all items of luggage held by us will be stored for a period of 30 days from the agreed collection date, and you will be charged a daily storage fee for this extended period up to the time of collection. If, following this 30-day period, the luggage has not been collected by you, we will treat the luggage as lost property, and the lost property terms and conditions will apply in full force.
- 7.3. **We may charge a daily storage fee for unclaimed luggage.** Where you do not collect your luggage in accordance with our contract, we reserve the right to charge you a daily storage fee in addition to the price of our Porterage service. The daily storage fee is reasonable compensation for the net costs that we will incur as a result of having to store and contact you about the luggage, and it will apply whether or not the luggage becomes lost property in accordance with clause 7.2.

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- 7.4. **How we store your luggage.** We reserve the right to store your luggage in a manner and location that we deem appropriate.
- 7.5. **We do not accept Prohibited, Restricted or Unsuitable Items as luggage.** We do not accept Prohibited, Restricted, or Unsuitable Items as luggage. By prohibited or restricted, we mean any item prohibited or restricted on commercial aircraft 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. We do not accept perishable articles.
- 7.6. **We reserve the right to destroy certain items of luggage.** We reserve the right to immediately destroy any luggage that contains a leaking liquid (regardless of its nature), a prohibited or hazardous substance, or a substance that may pose a health and safety risk to us or any third party.
- 7.7. **Your luggage may be inspected and scanned by airport security.** Any luggage received by us may be subject to inspection and scanning by airport security and detection equipment should it be deemed necessary.

8. DEPOSIT OF LUGGAGE

- 8.1. **What we require from you.** All luggage deposited by you and any articles contained in such luggage must be your own personal property and left at your sole risk. The luggage must be suitably packaged, appropriately sealed, contained, and without extruding articles.
- 8.2. **Luggage that exceeds the value of £500.** We do not accept luggage items that exceed the value of £500. You must inform us if you are depositing any individual item within your luggage that has a replacement value of more than £100.

9. COLLECTION OF LUGGAGE

- 9.1. **Collection by you.** You can collect your luggage from the agreed alternative location during our working hours. Our working hours will be communicated to you at the time of order placement.
- 9.2. **What we will require from you.** At the point of collection, we will require a full description of the luggage and personal identification (e.g., passport or photographic driving licence) to confirm your identity as the owner. If you are collecting the luggage on behalf of the owner, we will require a signed form of authority from the owner and the owner's personal identification (e.g., their passport or photographic driving licence).

10. PRICE AND PAYMENT

- 10.1. **Where to find the price of our Porterage service.** The price of our Porterage service (excluding VAT) will be indicated to you in your written quotation.
- 10.2. **When and how you must pay.** We require full payment prior to providing our Porterage service to you. We accept cash if payment is made in-store. We also accept all major credit and debit cards. No surcharges apply for the use of credit cards.

11. OUR RESPONSIBILITY TO YOU

- 11.1. **We are responsible for foreseeable loss and damage caused by us.** Subject to clause 8.2, 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. However, 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.

- 11.2. **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, as well as liability for fraud or fraudulent misrepresentation.
- 11.3. **We are not responsible for pre-existing faults or damage to your luggage.** We are not responsible for the cost of repairing any pre-existing faults or damage to your luggage. A record of any pre-existing damage or photographs may be taken at the point of our acceptance.
- 11.4. **We are not liable for business losses.** We only provide our Porterage service for domestic and private use. If you use the service for any commercial, business, or resale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. IF THERE IS A PROBLEM

- 12.1. **How to tell us about problems.** If you have any questions or complaints about our Porterage service, please contact us using the contact details provided 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.
- 12.2. **We will ask you to provide proof of purchase.** If you contact us in relation to a problem with our Porterage service, we will require proof of purchase from you, as well as other information and documentation. If your luggage is damaged, spoiled, or lost in our care, compensation is limited to £500 per claim, and supporting proof of purchase for the lost/damaged items must be provided.
- 12.3. **Summary of your legal rights.** We are under a legal duty to provide our Porterage 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.

13. PRIVACY

- 13.1. **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:
- 13.1.1. to provide our Porterage service to you;
- 13.1.2. to process your payment for our Porterage service; and
- 13.1.3. if you agreed to this during the order process, to give you information about similar services that we provide. However, 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

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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 Porterage service is delayed by an event outside our control, we will contact you as soon as possible to let you know. 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. However, if there is a risk of substantial delay, you may contact us to end the contract.

14.6. **Even if we delay in enforcing these terms, we can still enforce them 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. It will not prevent us from 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 Porterage service in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings 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 an alternative dispute resolution provider. You can submit a complaint to Retail ADR, operated by CDRL and approved by the Chartered Trading Standards Institute, the Civil Aviation Authority, and Ofcom. You can contact them via their website: <https://www.retailadr.org.uk/>

14.9. **Entire Agreement.** This agreement, together with our written quotation, constitutes the entire agreement between you and us. It 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 the Porterage 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 on a price beforehand, what you're asked to pay must be reasonable.*
- *If you haven't agreed on a time beforehand, the Porterage service must be carried out within a reasonable time.*