

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS & SERVICES

These are the Terms and Conditions for any goods and/or Services supplied to the Customer by the Seller.

The Customer should read these Terms and Conditions carefully before the Customer buys any Goods or Services from the Seller.

These Terms shall apply to all contracts for the sale of Goods or Services by the Seller to the Customer to the exclusion of all other terms and conditions referred to, offered, or relied on by the Customer, including any standard or printed terms tendered by the Customer.

The Seller is an affiliated member of The International Air Transport Association (IATA). The Seller's staff are trained by IATA and the Seller, its staff and its agents are obliged to comply with IATA rules and regulations for transport of goods, including the IATA Dangerous Goods Regulations. The Services provided by the Seller are provided subject to any rules and regulations which the Seller is required to comply with as a member of IATA. See www.iata.org for more details.

1. DEFINITIONS

In this document the following words

shall have the following meanings:

1.1 'Customer' means the person who buys Goods and/or Services from the Seller;

1.2 'Goods' means any articles supplied to the Customer by the Seller;

1.3 'Events Outside The Seller's Control' means events outside the Seller's control as described in clause 9;

1.4 'Intellectual Property Rights' means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semiconductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;

1.5 'List Price' means the price of the Goods and/or Services as stated on the Seller's website or price list as amended from time to time;

1.6 'Order' means the Customer's order for Goods and/or Services from the Seller;

1.7 'Parties' means the Customer and the Seller collectively, and 'Party' means either of them and their permitted assignees;

1.8 'Seller' means Bagport UK Limited of 50, Stratford Road, Shipston-on-Stour, Warwickshire, CV36 4BA;

1.9 'Services' means the services listed in clause 2.4, or as otherwise provided from time to time by the Seller to the Customer;

1.10 'Terms' means the terms and conditions set out in this document; and

1.11 'Website' means www.bagport.co.uk.

2. GENERAL

2.1 These Terms will become binding on the Customer and the Seller when the Seller confirms that it is able to provide the Customer with the Goods and/or Services. At this point only a contract will come into existence between the Customer and the Seller. If the Seller is unable to supply the Customer with the Goods or Services, the Seller will inform the Customer of this and no Order will be processed.

2.2 If any of these Terms conflict with any term of the Order, the Terms will take priority.

2.3 All personal information provided by the Customer is kept and used in accordance with the Seller's Privacy Policy which can be viewed on the Website.

3 The Services include, but are not

limited to:

- (i) Bag Wrapping
- (ii) Porter services
- (iii) MailandFly
- (iv) Lost property
- (v) Luggage forwarding
- (vi) Attended left luggage
- (vii) Mailmyproperty

3. PRICE AND PAYMENT

3.1 The price shall be that in the current List Price, or such other price as the Parties may agree in writing. The price is exclusive of VAT or any other applicable costs.

3.2 All prices quoted are in Pounds Sterling (GBP).

3.3 The Seller may at its absolute discretion require payment in advance of delivery in relation to any Goods or Services.

4. THE BUYER'S RIGHTS TO CANCEL AND APPLICABLE REFUND

4.1 Where the Customer has placed an Order through our Website, phone or by email, the Customer may cancel:

- (i) an Order for Goods up to fourteen working days after the day after you received our confirmation of your Order; or
- (ii) an Order for Services, at any time before the start of the Services, other

than Services which are agreed to be performed at a specific time, including but not limited to, certain Porter Services.

4.2 If the Customer cancels an Order under clause 4.1(i) the Seller will refund any amounts already paid by the Customer for the Goods within 30 days of receipt of the Customer's cancellation notice.

4.3 If the Customer cancels an Order under clause 4.1(i) and has already received the Goods, the Customer must return the Goods, at the Customer's cost, to the Seller within 30 days of receipt of the Goods.

4.4 Once the Seller has begun to provide the Services to the Customer, the Customer may only cancel the contract for Services (by giving the Seller written notice) if:

- (i) the Seller breaches these Terms in any material way and the Seller does not correct or fix the situation within 30 days of the Customer asking the Seller to in writing; or
- (ii) the Seller goes into liquidation or a receiver or an administrator is appointed over the Seller's assets.

5. THE SELLER'S RIGHTS TO CANCEL AND APPLICABLE REFUND

5.1 The Seller may have to suspend or

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cancel an Order before the start date for the Services or due date for delivery of the Goods, due to an Event Outside the Seller's Control or the unavailability of key personnel or key materials without which the Seller cannot provide the Services. The Seller will promptly contact the Customer if this happens.

5.2 If the Seller has to cancel an Order under clause 5.1 and the Customer has made any payment in advance for Goods and/or Services that have not been provided to the Customer, the Seller will refund these amounts to the Customer.

5.3 The Customer does not have to pay for any Services while they are suspended under this clause but this does not affect the Customer's obligation to pay for any Services already provided.

5.4 The Seller may cancel the contract for Services with immediate effect by giving the Customer written notice if the Customer does not pay the Seller at the agreed time.

6. DELIVERY OR SUPPLY OF SERVICES

6.1 Unless otherwise agreed in writing, delivery of the Goods or supply of the Services shall take place at the address specified by the Customer on the date specified by the Seller. The Customer shall make all arrangements necessary

to take delivery of the Goods or to allow for the supply of the Services.

6.2 The date of delivery or for supply of Goods and/or Services specified by the Seller is an estimate only and is subject to change. Whilst we aim to deliver at the agreed time, this cannot be guaranteed.

6.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be affected and the Customer shall be liable for any expense associated with such storage.

6.4 The Seller may need certain information from the Customer that is necessary for the Seller to provide the Goods and/or Services. If the Customer does not, after being asked by the Seller, provide the Seller with this information, or the Customer provides the Seller with incomplete or incorrect information, the Seller may make an additional charge of a reasonable sum to cover any extra work that is required, or may suspend the Services by giving the Customer written notice. The Seller will not be liable for any delay or non-performance where the Customer has not provided information as requested.

6.5 The Seller cannot guarantee services exceeding the limitations of the

Seller preferred post/courier provider.

7. GOODS

7.1 Risk in the Goods shall pass to the Customer at the earlier of payment for the Goods by the Customer or delivery of the Goods to the Customer.

7.2 Title in the Goods shall not pass to the Customer until the Seller has been paid in full for the Goods.

7.3 Where the Goods have been supplied by the Seller and are found to be defective within 1 year from the date of delivery, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge, subject to the following conditions:

(i) the Customer notifies the Seller in writing immediately upon the defect becoming apparent; and

(ii) the defect is due to the faulty design, materials or workmanship of the Seller (or a third party on its behalf).

7.4 Any Goods to be repaired or replaced shall be returned to the Seller at the Customer's expense, if so requested by the Seller.

7.5 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Customer.

7.6 The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

7.7 The remedies contained in this clause are without prejudice to the other Terms herein, including, but without limitation, clause 8 below.

8. LIABILITY

8.1 Unless otherwise agreed by the Parties in writing, the Seller only supplies the Goods and/or Services for domestic and private use. The Customer agrees not to use the Goods and/or Services for any commercial, business or re-sale purpose, and the Customer has no liability to the Seller for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.2 The Seller does not exclude or limit in any way its liability for:

8.2.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

8.2.3 fraud or fraudulent misrepresentation;

8.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) as amended from time to time;

8.2.5 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples) as amended from time to time; and

8.2.6 defective products under the Consumer Protection Act 1987 as amended from time to time.

9. EVENTS OUTSIDE THE SELLER'S CONTROL

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract with the Customer.

10. WAIVER

The failure by either Party to enforce at any time or for any period any one or more of the Terms herein shall not be a

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waiver of them or of the right at any time subsequently to enforce all Terms.

11. ENTIRE AGREEMENT

These Terms and the Privacy Policy constitute the entire agreement between the Parties with respect to the subject matter of these Terms. These Terms supersede and extinguish any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, expressed or implied between the Parties relating to such subject matter.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.

13. ADDITIONAL TERMS Porter Services

Porter Services include meeting arriving or departing passengers, taking care of their luggage, and guiding them to the correct destination at the airport. If an alternative meeting point has not been agreed upon, arriving passengers are met in the baggage hall. Departing passengers are met at their arrival point

at the airport, for example, at a chartered bus stop or taxi rank.

The Seller uses hand-held signs where the company's name and the Customer's reference number/name are clearly visible. Porter Service personnel wear uniforms which clearly show that they are employed at the airport with the Seller's logo printed on the uniform, to ensure that the Customer and the Seller's representative recognise each other at the meeting place. All bookings must be in writing and can be made:

a) On the Website.

A booking should be made at least 24 hours in advance. The Seller may, in its absolute discretion, accept a booking by phone at short notice. Standard Porter Service does not include transportation through transit areas or standing in line together with the Customer at the check-in desk.

With large groups to be taken to the Departure Hall, the Seller provides normal baggage trolleys on which the Seller loads the Customer's luggage. As passengers must check in their luggage themselves, it is more convenient for the Customer to receive the baggage trolley containing their luggage just outside the Departure Hall.

Any bookings cancelled less than 24 hours before the service was due to

commence will incur a £6 cancellation fee. Payment is made in advance on the Website. Customers who have a contract for ongoing Services with the Seller are invoiced.

The Seller is responsible only for damages or loss due to negligence on the part of the company up to a maximum limit of £50 per item of luggage. The Seller is not responsible where damage or loss has been caused to the Customer by a third party.

MailandFly* and MailandFly Remote*

MailandFly is a service which sends items deposited at airport Security Control to an address chosen by the Customer.

The Seller reserves the right to x-ray and open letters and parcels to check their content, to inform the appropriate authorities of the Customer's usage of this service and to refuse to forward or to destroy certain items (e.g. spoiled foodstuffs and items listed under the Dangerous Goods Act).

The Seller stores the Customer's item(s) in its warehouse. Where the Seller has notified a Customer that it is unable to forward an item, the Customer has up to 42 days (or up to 57 days for MailandFly Remote at London City Airport) to claim

their item after it has been deposited with the Seller. If an item is not claimed within 42 days (or within 57 days for MailandFly remote at London City Airport) it will become the property of the Seller.

Potential claims must be raised with the Seller within 30 days from the date of payment. The Seller's liability to the Customer for damaged, spoiled or lost item(s) belonging to the Customer, caused by the Seller or in transit, is limited to £50 per act.

Attended left luggage

Payment of the left luggage fee gives the Customer the right to a storage period of up to three months. The fee may be paid at the time of handing in or at the time of collection. The Customer should deposit and collect their property at the left luggage desk. The customer receives a receipt or unique reference number when depositing an item, stating the number of items deposited. This receipt or unique reference number must be retained and presented at the time of collection.

In the case of lost or damaged receipts or loss of the unique reference number, the Customer may collect their luggage upon proof of identification and accurate description of the items including their

content and the number of items.

It is strictly prohibited to hand in items that have offensive odours, leaks, or that contain explosives or corrosive materials etc. The Seller reserves the right to refuse or discard such items at time of discovery.

Items which are not collected within three months will become the property of the Seller and processed according to their policy for managing items not collected. The Seller's liability for left items is limited to £50 per act, not per item.

Lost property and Lost Property Remote

The Seller keeps Lost Property for a maximum of three months from the date the item was registered as lost. Items of Lost Property not collected within three months will become the property of the Seller and processed accordingly.

An administration fee of up to £20 (as amended from time to time) is charged when the Customer collects the recovered item. This fee covers the costs of storage, registration, resources, processing and other administrative costs.

Where the Customer has contacted the Seller and agreed to collect a recovered item directly from the Lost Property Desk,

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the item(s) will be kept for up to one month from the date the Customer was informed of the item's whereabouts.

For an additional fee, recovered items can be sent by the Seller's nominated courier service to the Customer's chosen address.

The Seller is responsible only for recovered items and not for lost items. The Seller's liability for registered items is limited to £50 per act, not per item.

Items larger than a standard cabin bag will, if left unclaimed incur an additional £8 storage charge for every day unclaimed from day 15 onwards.

To claim an item at a service desk the Seller requires to provide a valid photo ID for example a drivers licence or passport. A copy will be retained to comply with regulations and the service is operated according to the local byelaws.

Note: Collection in person is not available from airports operating Remote Lost Property service as items are removed and held at a central secure location. Therefore, the administration fee and additional fee to forward to a Customer's chosen address is payable.

Luggage forwarding

The Seller offers a service whereby the Seller forwards the Customer's luggage

to an address chosen by the Customer. The maximum weight for this service is 30kg per item.

The Seller reserves the right to X-ray and open letters and parcels to check their content, to inform the appropriate authorities of the Customer's usage of this service and to refuse to forward or to destroy certain items (e.g. spoiled foodstuffs and items listed under the Dangerous Goods Act).

The fee is paid when luggage is deposited at the service desk or, alternatively, the Customer can pay and claim their luggage later via Mailmyproperty.com. If luggage is not claimed and paid for within the five day period, an extra charge of £10 per item, per day (as amended from time to time) for storage will be incurred. Luggage will be stored for up to 42 days. Any luggage which remains unclaimed after 42 days becomes the property of the Seller.

Potential claims must be raised with the Seller within 30 days from the date of payment. The Seller's liability to the Customer for damaged, spoiled or lost item(s) belonging to the Customer, caused by the Seller or in transit, is limited to £50 per act.

Mailmyproperty*

The Seller offers a service whereby the Seller sends Customer items to an address chosen by the Customer. The maximum weight for this service is 30kg per item.

The Seller reserves the right to x-ray and open letters and parcels to check their content, to inform the appropriate authorities of the usage of this service and to refuse to forward or destroy certain items (e.g. spoiled foodstuffs and items listed under the Dangerous Goods Act).

Potential claims must be raised with the Seller within 30 days from the date of payment. The Seller's liability to the Customer for damaged, spoiled or lost item(s) belonging to the Customer, caused by the Seller or in transit, is limited to £50 per act.

**Customers have a choice of 3 options when using the MailandFly & Mailmy property services:-*

1. Customers can arrange collection of the item(s) personally from the Seller's airport desk (with exception of Heathrow MailandFly and London City Airport Remote MailandFly and

other Remote Lost Property locations where the Seller does not have a desk or offices).

2. The item(s) can be sent by the Seller to the Customer via a third party courier nominated by the Seller.
3. The Customer can arrange for their own courier** to collect, pack and deliver the item(s).

*** For option 3 above, the Seller is not responsible for the item(s) once they are collected by a third party and where damage or loss has been caused by a third party, including where belongings are lost or damaged in transit. Any claim(s) must be taken up with the third party directly.*

14 WEBSITE PRIVACY POLICY

Here at bagport we are committed to protecting your privacy when you are using our website www.bagport.co.uk ("Site") and/or purchasing goods or services from our Site ("Goods or Services").

This Privacy Policy explains the following:

- what information we may collect about you;
- how we use the information we collect about you;

- whether we will share your details with anyone else;
- how you can instruct us if you prefer to limit the use of that information; and
- the procedures that we have in place to safeguard your privacy.

If you do not agree with this Privacy Policy, you must not use this Site or submit any information to us.

14.1 Information about us
bagport UK Limited ("we", "our", "us") is the data controller which means we are responsible for protecting your personal information. We are registered in England and Wales under company number 05744019. Our registered office is at 50, Stratford Road, Shipston-on-Stour, Warwickshire, CV36 4BA.

We will only use information about you in accordance with this Privacy Policy (as amended from time to time) or as otherwise permitted by law. By using our Site, or by submitting information to us, you signify your consent to the collection, use and sharing of your personal information.

If you have any requests or questions about how we use your personal information please contact us using the Contact Us section of our Website.

14.2 What information do we collect?

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We may collect and process the following data about you:

- Information that you provide by filling in forms on our Site. This includes information provided at the time of ordering one of our services, posting material on the Site or requesting Goods or Services.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our Site and of the fulfilment of your orders.
- Details of your visits to and usage of our Site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

When booking services, you may be asked to provide us with personal information such as your name, billing address and delivery address details, your email address, and telephone number. We may also require your credit/debit card details, when you are placing an order.

14.3 IP Addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

14.4 How do we use your information?

We use your information for the following purposes:

- To serve Site content to you.
- To handle orders, deliver Goods or Services, process payments and refunds and provide statements.
- To communicate with you about your orders.
- To update our records and generally maintain your account with us.
- For our statistical or survey purposes to improve our Site and our services to you.
- To prevent or detect fraud or abuses of our Site and enable third parties to carry out technical, logistical or other functions on our behalf.
- To contact you by email, post, or telephone, to ask you for feedback and comments on our services.

- To notify you by email of our Goods or Services, promotions, and special offers that may be of interest to you, unless you ask us not to.

If you stop using our Site, we may continue to use and disclose your personal information in accordance with this Privacy Policy and as permitted by law.

If you wish us to stop contacting you with information in connection with the Site, or our Goods and Services, please send us an email using the contact details in the Contact Us section of our Website.

14.5 Who might we disclose your information to?

We may disclose your information to members of our group, our employees, our subsidiaries, affiliated companies and any successors in title to our business, for the purposes listed above. We will not disclose your information to any other third party except under the following limited circumstances:

- We may disclose your personal information to carefully selected service providers and agents who operate elements of our Site and process data on our behalf. These may include

businesses who provide technology services such as hosting for our servers and email distribution and business partners who provide delivery fulfilment services.

- We may also use aggregate information and statistics for the purposes of monitoring Site usage in order to help us develop the Site and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual.

- In assessing your request for Goods or Services, we may use your information for the purposes of the prevention and detection of fraud.

- We may also share your information with auditors or contractors or other advisers auditing, assisting with or advising on any of our business purposes.

We do not hold your credit card details. Financial transactions take place directly and securely with our payment handling provider.

If you believe your details are incorrect you can amend your details by contacting using the contact details in the

Contact Us section of our Site.

14.6 Cookies

A cookie is a small piece of information sent by a web server to a web browser, which enables the Site to collect information about your browsing patterns. This then allows us to tailor the Site to your interests. They are widely used in order to make websites work as well as to provide business and marketing information to the owners of the site.

<http://www.allaboutcookies.org> is a good site to visit if you want to find out more about the use of cookies.

14.6.1 How do we use cookies?

We use cookies on the Site for the following purposes:

- Technical reasons, for example to balance website traffic to ensure that you receive a consistent and reliable service.
- To enhance the ease of use of the Site users, for example remembering your preferences or login details.
- Gathering statistics on how users access and use the Site.
- Marketing, for example, to allow advertisers to display appropriate advertising and track its effectiveness. You can opt-out of receiving any

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marketing communications by contacting us using the contact details in the Contact Us section of our Site.

14.6.2 Can you turn off these cookies?

You can change your browser settings to turn off cookies. However, if you do change your settings and block certain cookies, this means that certain personalised features cannot be provided to you and you may not be able to have the full advantages of the Site's features.

14.7 Protecting your information

Our Site uses up-to-date industry procedures to protect your personal information. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you via our Site.

14.8 Access to information

If you would like to know what information we hold about you, please send us an email to the contact details in the Contact Us section of our Site. Any such request may be subject to a fee of £10 to meet our costs in providing you

with details of the information we hold about you.

14.9 Third party services

We may from time to time make available through our Site certain services provided by third parties. To gain access to these services, you must deal with these third parties directly. Please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

14.10 Changes to our Privacy Policy

Any changes we may make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

14.11 Contact

If you have any questions, comments or requests regarding this Privacy Policy, we will be happy to answer them – Contact us using the Contact Us section of our Website.

15 PREMIUM PROTECTION

15.1 Overview

The Customer will have the option of

entering into a contract to take out Premium Protection through the Seller, to insure the item(s) while in transit. The Seller will charge the Customer a separate fee for providing this service.

The information provided by the Customer in connection with quotations obtained and receipt(s) provided forms the basis on which the Premium Protection cover and fees are agreed. The Customer must ensure to comply with the legal duty of disclosure of all material facts relating to the risk as well as the accuracy and completeness of the information provided. All material facts must be disclosed – failure to do so could invalidate the Premium Protection.

15.2 Fee

The starting fee for the Premium Protection is £14. This insures contents up to £700. For contents with a value exceeding £700 a fee equivalent to 2% of the declared value of the item as provided by the Customer.

15.3 Coverage

The Customer will be asked to declare a current, credible value of the contents to the Seller. The value of the contents insured under the Premium Protection shall be the amount declared by the Customer as the contents value, but not

exceeding the maximum coverable amount as set in these terms and conditions. The maximum coverable amount is limited to £2,000.00 per total shipment. Sentimental values cannot be taken into account.

If the nature of the contents are such that the Customs refuse to release the item, the Seller deems this as out of its control and therefore the Premium Protection does not cover if such a scenario arises during shipment. The customer should then take up the concern directly with Customs.

15.4 Period of Coverage

The Premium Protection commences from the time the goods leave the Warehouse and/or location for the commencement of the transit and continues during the ordinary course of transit, until the item(s) are discharged at the final destination as provided by the Customer at the time of accepting the Terms and Conditions for the Premium Protection.

15.5 Withdrawal

No refunds can be claimed or cancellations requested after the Premium Protection fee has been paid, with exception whereby the shipment is

cancelled and the Seller has not yet incurred any costs related to shipping. In this case, the Seller may agree to refund the fee at its own discretion. This rule helps the Seller to prevent fraudulent orders, i.e.: cancelling products after the shipment has been delivered safely. In special circumstances, exceptions may be considered.

The Customer will not receive a refund of the fee if a claim has been made by the Customer during the period of Premium Protection.

15.6 Compensation procedure

Where the Customer is eligible to claim compensation during the period of insurance, the Customer must put forward their claim in writing against the Seller within the designated timeframe of 10 working days as previously mentioned. In the claim the Customer must provide evidence of ownership as well as credible evidence that the content value matches the value declared upon commencing the Premium Protection. The Customer cannot raise a claim against the Seller if delivery is refused or impossible, or if the Customer has provided an incorrect address.

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