

TRACE ME VIP CONSUMER TERMS AND CONDITIONS

(as amended 01/03/2020)

This document (**VIP T&C**) outlines the Terms and Conditions applicable to the Service Agreement (the **Agreement**) between Trace Me Luggage Tracker Limited (**TMLT**) and the airline passenger (**the Passenger**) for the provision of a baggage tracking service (**the Service**), effective from the date of purchase of **the Service**.

TMLT is a company registered in England and Wales, under company number 04597661, with registered office and main trading address at Dettingen House, Dettingen Way, Bury St Edmunds, Suffolk, IP33 3TU, UK. Our VAT number is 916502048. To contact us, please see our Contact Us page at www.tmlt.co.uk.

These Terms are only in the English language.

1. **The Service** – TRACE ME VIP is designed to assist in the tracking and retrieval of airline checked baggage which has been mishandled or misdirected, and to prevent total loss of baggage within the airline system. It does not cover damage to, or theft or missing items from luggage.
 - 1.1. **The Service** is valid from the date of purchase, for one completed return trip within a three-month period, or multiple trips within one calendar year, as stipulated on each individual **Agreement**.
 - 1.2. **TMLT** will use its best endeavours to help prevent the loss or undue delay of **the Passenger's** checked-in luggage, using its access to several airline baggage tracking and tracing systems. However, **TMLT** can offer no guarantee that it can prevent all instances of mishandling of luggage.
 - 1.3. All correspondences between **TMLT** and **the Passenger** related to the provision of **the Service** will be by email.
 - 1.4. One **Service** needs to be purchased per person per Airline Confirmation Number (**ACN**). If multiple flights are booked under separate **ACNs**, then one service must be purchased for each.
 - 1.5. **The Service** only covers luggage checked in with registered Commercial Airlines. Luggage carried on private jets or non-airline flights such as sightseeing or inter-airport transfers by helicopter or shuttle aircraft are not covered.
 - 1.6. Only bags which have an airline checked-in baggage tag number are eligible.
 - 1.7. One **Service** needs to be bought for each piece of checked luggage.
 - 1.8. **The Service** cannot be bought for a bag which has been previously reported missing, unless and until it has been found and returned to **the Passenger**.
2. **Our Warranty** - Baggage not delivered to **the passenger's** final destination airport within **100 HOURS** of the arrival of the passenger's flight, may be eligible for a payment under our Baggage Delay Warranty program (**BDW**), subject to fulfilling the relevant provisions in these **VIP T&C**.
 - 2.1. The **BDW** program limit under this agreement is US \$500 / \$1000 / \$1500 / \$2000 per claim, as indicated on each Individual **Agreement**.
 - 2.2. A bag will be considered successfully delivered if it has arrived at **the Passenger's** destination airport on either the outbound or inbound, leg of the journey.
 - 2.3. Responsibility for delivery of the bag from the destination airport to **the Passenger** rests with the appropriate airline.
 - 2.4. Payments made under the **BDW** will be made only to a nominated bank account or credit card as advised to **TMLT** by **the Passenger**. Note –
 - 2.4.1. Payments will generally be made, subject to banking and national foreign exchange regulations, within 14 days of the acknowledgement of a valid claim by **TMLT** to **the Passenger**.
 - 2.4.2. Payments will be in United States Dollars.

2.4.3. Any bank charges and currency conversion costs will be the responsibility of **the Passenger**.

2.4.4. **The Passenger** is responsible for any taxes which may accrue as a result of the payments.

3. **Passenger Responsibilities** - each **Passenger** shall:

- 3.1. Pay for the **Service** before travelling on the first leg of their journey. Payment shall constitute full acceptance of these **VIP T&C**.
- 3.2. Report any mishandled luggage to the relevant airline, and/or their appointed baggage claim service, as soon as possible, but within 12 hours of the arrival of their flight, prior to reporting the issue to **TMLT**.
- 3.3. Alert **TMLT** to any mishandling issue with their luggage within **24 HOURS of the arrival of their flight**, by filing a Mishandled Baggage Notice (**MBN**) via email to **TMLT** at VIPHelp@tmlt.zendesk.com.
 - 3.3.1. A copy of the **MBN** can be found on the **TMLT** website www.tmlt.co.uk.
 - 3.3.2. One **MBN** needs to be completed for each missing bag.
 - 3.3.3. Any **MBN** containing missing information will not be processed.
- 3.4. Provide, in a timely, accurate and complete manner, any information requested by **TMLT** to enable it to provide **the Service** effectively. This includes:
 - 3.4.1. Full name of **the Passenger/s** whose bags have gone missing.
 - 3.4.2. Latest contact information – email and, where possible, an active mobile telephone number.
 - 3.4.3. Airline Confirmation number (**ACN**)
 - 3.4.4. Flight details – Airline, Date, Flight number
 - 3.4.5. Airline issued baggage tag number/s for any affected bags.
 - 3.4.6. Airline issued file reference number, case or tracking number, or equivalent, relevant to the affected luggage.
 - 3.4.7. Any Property Irregularity Report issued by the airline or airport baggage claim desk related to the affected luggage.
 - 3.4.8. Any other information specified on the **MBN**.
- 3.5. Ensure that in the event **TMLT** advises by email that information they provided under 3.4 above is incorrect or incomplete, **the Passenger** shall have 12 hours from the time sending of that email to correct the issue.
- 3.6. Expressly consent that **TMLT** and its agents and partners may use relevant **Passenger** personal data and information as necessary to deliver **the Service** effectively, including the exchange of that data with third parties.
- 3.7. Provide to **TMLT** any information which may have a material bearing on the effective provision of **the Service** under this **Agreement**.
- 3.8. Failure to perform any of these responsibilities will make **the Passenger** ineligible to receive any **BDW** payment.
- 3.9. All decisions regarding **MBNs** are the sole responsibility of **TMLT**. No correspondence will be entered into.

4. **Exclusions** - provision of **the Service** or **BDW** are subject to certain exclusions, including the following:
- 4.1. **The Service** is non-refundable and non-transferable.
 - 4.2. **The Service** is internet based, and that absence of access to internet services is not grounds for avoiding **Agreement** provisions or responsibilities.
 - 4.3. Obligations under this **Agreement** are cancelled in situations beyond the control of **TMLT**, for example a Force Majeure (including, but not limited to, Acts of God, accidents, government agency interventions, war, terrorism, epidemics, insolvencies or bankruptcies etc). This includes bags held up in Customs, or by Police or similar enforcement agencies.
 - 4.4. **Passengers** who work in or have friends or close family members working in, the airline, airport, bag-handling, travel or associated industries cannot claim under the **BDW** without express prior written approval from **TMLT**.
 - 4.5. **TMLT** may cancel this **Agreement** forthwith in any situation where it has reasonable suspicion or actual evidence of fraud, misrepresentation or any criminal behaviour.
 - 4.6. **The Agreement** shall be governed by the Laws of England and Wales, and English Courts shall have exclusive jurisdiction over any dispute.

The product is not currently available on flights to, from or transiting through the following countries or geographies: North Korea, Afghanistan, Yemen, Libya, Somalia, South Sudan, Antarctica and Sub-Saharan West Africa (defined as any country bounded by the area south of Morocco, Algeria and Libya, and any country west of Sudan, and North of DR of Congo).