

Schedule 4

TMLT Consumer Terms and Conditions

(as amended 01/03/2022)

This document outlines the Terms and Conditions (**T&Cs**) applicable to the Service Agreement (**the Agreement**) between Trace Me Luggage Tracker Limited (**TMLT**) and the airline passenger (**the Passenger**) for provision of a baggage tracking service (**the Service**), effective from the date of purchase of **the Service**, whether purchased direct from **TMLT**, or supplied by a third party.

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 and Conditions are only in the English language. Any translation or abridged version does not override or replace this full English version.

1. Our Products

TMLT offers a range of lost luggage prevention products (**the Products**). It is important that you understand the specifics of your particular product, as certain product features vary.

- a. **TRACE ME Smart ID Tag** – This pre-manufactured plastic luggage tag has a 1-year lifespan from the date of tag registration. This product comes with our **Product Performance Warranty (PPW)**. In the unlikely event that your bag is declared lost by your airline, and provided you have complied with the PPW conditions listed below, we will pay you a fixed cash amount of USD \$500.00.
- b. **TRACE ME Self Print Smart ID Tag** – This downloadable luggage tag (PDF file) has a 3-month lifespan from the date of registration and does **NOT** come with the PPW.
- c. **TRACE ME VIP** – This internet based product, features a delayed baggage tracking service as well as a downloadable (via PDF) luggage tag, and is covered by a separate set of specific terms and conditions available at the website www.tmlt.co.uk.
- d. **Other Custom Products** – You may have received your product from one of our Business Partners in which case it may have different product features to the products listed above. Specifically, it may not have the benefit of a Warranty, or it may have a non-standard lifespan. If in doubt please contact us with your serial number from which we will be able to confirm the features that relate to your particular tag.

2. The Service

The Products are 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 of, or missing items from, luggage.

- a. 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 airline baggage tracking and tracing systems. However, TMLT can offer no guarantee that it can prevent all instances of mishandling or loss of luggage.
- b. All correspondence between TMLT and the Passenger related to provision of the Service will be by email.
- c. 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. Only bags which have an airline checked-in baggage tag number are eligible.
- d. 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.

3. Product Performance Warranty (PPW)

Any bag which has been declared irretrievably lost by your airline, may be eligible for a payment under our PPW program, subject to fulfilling the relevant provisions in these T&Cs.

- a. The PPW program limit relevant to each Service is USD \$500.00, unless otherwise specified by TMLT.
- b. Claim limits are as follows: maximum of 2 claims / annum per product, and per claimant.
- c. Only officially checked in bags in conjunction with bona fide airline travel by the claimant, are covered by the service or warranty.
- d. A bag will be considered successfully delivered if it has arrived at the Passenger's final destination airport on either of the relevant outbound, or inbound, legs of the journey.
- e. Responsibility for delivery of bags from the destination airport to the Passenger is with the appropriate airline.
- f. Any claim against the PPW must be accompanied by an official advice from the airline that the bag which is the subject of the claim has been irretrievably lost.
- g. Payments made under the PPW will be made only to a nominated bank account or credit card as advised to TMLT by the Passenger. Note –
 - 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.
 - Payments will be in United States Dollars, or in the currency of the Service PPW.
 - Any bank charges and currency conversion costs will be the responsibility of the Passenger. Such charges may be deducted from any payment due.
 - Once payment has been made, this sum will be in full and final settlement of any claim that you may have against us or any of our distributors or agents or other relevant persons.
- h. The Passenger is responsible for any taxes which may accrue as a result of the payments.

4. Passenger Responsibilities

In order to qualify for assistance from TMLT, each Passenger shall:

- a. Pay, and Register (activate) for the Service before travelling on the first leg of their journey. Payment shall constitute full acceptance of these T&Cs.
- b. Ensure that they have installed the product components (**Smart ID Tag and Inside Bag ID Sheet**) correctly on the luggage prior to travelling. Photographic evidence of this may be required.
- c. Report any mishandled luggage to the relevant airline, and/or their appointed baggage claim service, as soon as possible, preferably before leaving the baggage claim area, and in any case **within 12 hours of the arrival of their flight**, prior to reporting the issue to TMLT.
- d. Alert TMLT to any mishandling issue with their luggage, as soon as possible and in any case **within 24 HOURS of the arrival of their flight**, via email to TMLT at support@tmlt.co.uk.
- e. Include in the email:
 - Full name of the Passenger/s whose bags have gone missing.
 - Any **Property Irregularity Report (PIR)** issued by the airline or airport baggage claim desk related to the affected luggage. A legible scan or photo of this report, sent to TMLT, is essential.
 - Latest contact information – email and, where possible, an active mobile phone number.
- f. Provide, in a timely, accurate and complete manner, any additional information requested by TMLT to enable it to provide the Service effectively. This may include:
 - **Airline Confirmation number (ACN)**,
 - Flight details – Airline, Date, Flight number,
 - Airline issued baggage tag number/s for any affected bags,
 - Airline issued file reference number, case or tracking number, or equivalent, relevant to the affected luggage.

- g. Ensure that in the event TMLT advises by email that information they provided under 4.e. or 4.f. above is incorrect or incomplete, the Passenger shall have 12 hours from the time sending of that email to correct the issue.
- h. Expressly consents 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.
- i. Provide to TMLT any information which may have a material bearing on the effective provision of Service under this Agreement.
- j. Failure to perform any of these responsibilities will make the Passenger ineligible to receive any PPW payment. All decisions regarding PPWs are the sole responsibility of TMLT. No correspondence will be entered into.

5. Exclusions

Provision of the Service or PPW are subject to certain exclusions:

- a. The Service is non-refundable and non-transferable.
- b. Where elements of the Service are internet based, absence of access to internet services is not grounds for avoiding Agreement provisions or responsibilities.
- c. 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.
- d. 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 PPW without express prior written approval from TMLT.
- e. TMLT may withhold service or warranty payments forthwith in any situation where it has reasonable suspicion, or actual evidence, of fraud, misrepresentation or any criminal behaviour.
- f. **The product is not currently available on flights to, from or transiting through the following countries or geographies, unless specifically agreed in advance with TMLT (or as noted on your service agreement):** North Korea, Afghanistan, Yemen, Libya, Somalia, South Sudan, Antarctica.

6. Our warranty for the Products

- a. The Products provide a back-up ID system that works when an airline paper tag becomes lost or damaged. Bearing in mind that we cannot control human error or theft of your luggage, we do not guarantee that your luggage will be found in every instance.
- b. **The Products are not insurance products.** They should be considered as a compliment to insurance, but not as an alternative.
- c. We provide a warranty that on delivery, and for a period of 3 years from delivery, the Products shall be free from material defects. However, this warranty does not apply to any defect in the Products arising from:
 - fair wear and tear;
 - willful damage, abnormal storage or working conditions (including, but not limited to, main power transients or dropouts, electromagnetic interference, extremes of humidity, vibration, electro-static damage, temperature or pressure or chemical corrosion), accident, negligence by you or by any third party;
 - if you fail to use the Products in accordance with any user instructions;
 - any alteration or repair by you or by a third party on your behalf; or
 - any specification provided by you.
- d. If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

- e. If a Product is faulty, you must notify us of the defect within 7 days of the date of delivery, or (if later) as soon as reasonably possible after you become aware of the fault.

7. Our liability to you as a consumer

- a. If we fail to comply with these T&Cs, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- b. Despite clause 8.a., we shall not, in any circumstances, be responsible for:
- the loss of any luggage to which a Product was or had been attached; or
 - any defect in a Product unless you inform us of the defect in writing within 7 days of delivery, or as soon as reasonably possible after you become aware of the defect (if later).
- c. We only supply the Products for domestic and private use. You agree not to use the Product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. We do not in any way exclude or limit our liability for:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation;
 - any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - defective products under the Consumer Protection Act 1987.

8. Other important terms

- a. You agree to your personal data being dealt with in accordance with our [Privacy Policy](#) as set out on our website www.tmlt.co.uk.
- b. We reserve the right to cancel our agreement with you in the case of any of the following:
- Provision of false information to Trace Me, attempted fraud, any illegal behaviour.
- c. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- d. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However, if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the warranty in clause 6 to the recipient of the gift without needing to ask our consent.
- e. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- f. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- g. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- h. We may revise these Terms from time to time. The latest version of these terms will be posted on the TMLT website, with the date of the latest amendment.

9. This Agreement

It shall be governed by the Laws of England and Wales, and English Courts shall have exclusive jurisdiction over any dispute.