

Schedule 5

Trace Me VIP Consumer Terms and Conditions

(as amended 01/03/2022)

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

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.

- a. 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.
- b. 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.
- c. All correspondence between TMLT and the Passenger related to provision of the Service will be by email.
- d. 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.
- e. 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.
- f. Only bags which have an airline checked-in baggage tag number are eligible.
- g. Liability is limited to two (2) undelivered checked-in bags per passenger per warranty claim.
- h. 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.

- a. The BDW program limit relevant to each Service is as indicated on each Individual Agreement.
- b. Claim limits as follows: 1 trip Agreement = max. 1 claim. Annual Agreement = max. 2 claims / annum.
- c. 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.
- d. Responsibility for delivery of bags from the destination airport to the Passenger is with the appropriate airline.
- e. 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 –
 - 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 BDW.
- Any bank charges and currency conversion costs will be the responsibility of the Passenger. Such charges may be deducted from any payment due.
- The Passenger is responsible for any taxes which may accrue as a result of the payments.

3. Passenger Responsibilities

Each **Passenger** shall:

- Pay, and Register (activate) for the Service before travelling on the first leg of their journey. Payment shall constitute full acceptance of these VIP T&C.
- 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.
- 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.
- 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.
 - A copy of the MBN can be found on the TMLT website.
 - One MBN needs to be completed for each missing bag.
 - Any MBN containing missing information will not be processed.
- Provide, in a timely, accurate and complete manner, any information requested by TMLT to enable it to provide the Service effectively. This includes:
 - Full name of the Passenger/s whose bags have gone missing.
 - Latest contact information – email and, where possible, an active mobile telephone number.
 - 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.
 - Any Property Irregularity Report issued by the airline or airport baggage claim desk related to the affected luggage.
 - Any other information specified on the MBN.
- Ensure that in the event TMLT advises by email that information they provided under 3.d. or 3.e. above is incorrect or incomplete, the Passenger shall have 12 hours from the time sending of that email to correct the issue.
- 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.
- Provide to TMLT any information which may have a material bearing on the effective provision of Service under this Agreement.
- Failure to perform any of these responsibilities will make the Passenger ineligible to receive any BDW payment.
- 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:

- The Service is non-refundable and non-transferable.
- The Service is internet based, and that 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 BDW without express prior written approval from TMLT.
- e. TMLT may cancel this agreement 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 (and as noted on your service agreement):** North Korea, Afghanistan, Yemen, Libya, Somalia, South Sudan, Antarctica.

5. The Agreement

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