TMLT Consumer Terms and Conditions

(as amended 5/03/2026 – V01.4)

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 tracing 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 T&Cs are only in the English language. Any translation or abridged version does not override or replace this full English language 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.

All products feature access to our personalised Luggage Tracing Service.

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 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 amount of USD $1000.

b. **TRACE ME Self Print Smart ID Tag** – This downloadable luggage tag (PDF file) has a 3-month lifespan from the date of registration. It does **NOT** come with the **PPW**.

c. **TRACE ME Smart ID Plus+** – This internet-based product features a modified **PPW** which covers delayed baggage, and a downloadable (via PDF) luggage tag.

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 those 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, with which we will be able to confirm the features that relate to your particular product**.**

2. The Service

The Products are designed to assist in the tracing 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, theft of, or items missing from, luggage.

a. The Service is valid from the date of purchase or registration (whichever is the latest), for either one completed return trip within a three month period, or multiple trips within one 12 month period, as stipulated in each individual agreement.

b. TMLT will use its best endeavors to help prevent the loss or undue delay of the Passenger's checked-in luggage, using 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.

c. All correspondence between TMLT and the Passenger related to the Service shall be by email.

d. 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.

e. 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.

f. One unit of Product must be purchased for each item of checked-in baggage.

3. Product Performance Warranty (PPW)

A bag which has been mishandled (delayed or lost) by your airline may be eligible for a payment under our PPW program, subject to fulfillment of the relevant provisions in these T&Cs. The PPW program limit is USD $1000, unless otherwise specified by TMLT and listed in your agreement.

For **TRACE ME Smart ID** annual products, the PPW may apply to a bag which **has been declared irretrievably lost by your airline**. Any claim against the PPW must be accompanied by an official advice to that effect from the airline concerned.

For **TRACE ME Smart ID Plus+** products, the PPW may apply to a bag which **has not been located by the airline within 100 hours after the flight officially landed**. A bag is considered located if it is so described in the airline baggage system, or the airline has notified the claimant that the bag has been found, or TMLT have received a message stating the bag has been located, or any other notification having similar effect.

a. Product Claim limits: Annual product – Maximum 2 per annum. Single Trip product – 1 per product.

b. Only bags officially checked-in in conjunction with bona fide airline travel by the claimant, are covered by the service or warranty.

c. The service will be considered successful if the mishandled bag has been located by the airline or baggage handler and is within an airport on either of the relevant outbound, or inbound, legs of the journey.

d. Once a bag has been located, it is the responsibility of the appropriate airline to deliver the bags to the Passenger.

e. Any bag which has been the subject of a PPW payment for delay will not also receive a payment for loss.

f. 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 made in United States Dollars.
- 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 TMLT or any of our distributors or agents or other relevant persons.

g. 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 component **(Smart ID Tag)** correctly on the luggage prior to travelling. Photographic evidence of this will 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 12 HOURS of the arrival of their flight,** via email

- at VIPHelp@tmlt.zendesk.com for all **Smart ID Plus+** products or
- at support@tmlt.co.uk for all other products.

e. Include in the email:

- Full name of the Passenger/s whose bags have gone missing.
- A copy of 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 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 the 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 reserved to TMLT and 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 service or connection 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, or where an airline has failed to load a bag onto a flight for any reason.

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 the Service or warranty payments forthwith in any situation where it has reasonable suspicion, or actual evidence, of fraud, misrepresentation or any criminal act.

f. **Note - Warranties are 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 complement to insurance, 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 a 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 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 passenger, 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 TMLT 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 T&Cs 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 Agreement.

b. Despite clause 8.a., TMLT 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 TMLT 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. TMLT 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 TMLT have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

d. TMLT 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 & 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. TMLT reserve the right to cancel our Agreement with you in the case of any of the following:

- Providing false or incomplete information to TMLT, attempted fraud, any illegal act.

c. We may transfer our rights and obligations under an Agreement to another organization. This will not affect your rights or our obligations under these T&Cs.

d. You may only transfer your rights or your obligations under these T&Cs to another person if TMLT 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 Agreement is between you and TMLT. No other person shall have any rights to enforce any of its T&Cs.

f. Each of the paragraphs of these T&Cs 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 TMLT fail to insist that you perform any of your obligations under these T&Cs, 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 TMLT 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. TMLT may revise these T&Cs from time to time. The latest version of these T&Cs will be posted on the TMLT website, with the date of the latest amendment.

9. Jurisdiction

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