

LOST PROPERTY TERMS AND CONDITIONS

This document (together with the documents referred to in it) sets out the terms and conditions on which we supply lost property services (“Services”) to you, namely the storage, cataloguing and identification of items matching the description of your lost items (your “Lost Property”) provided to us by you. Please read these terms and conditions carefully before using any of the Services. You should understand that by utilising our Services, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference. Please click on the button marked “I Accept” at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to use our Services.

1. INFORMATION ABOUT US

- 1.1 The Services are operated through our website www.lostproperty.org (“our Website”) which is operated by Excess Baggage (Airports) Limited (and the terms “we” and “us”, and “our” shall be construed accordingly). We are registered in England and Wales under company number 4767735 and have our registered office at Unit 2, Provident Industrial Estate, Pump Lane, Hayes, Middx, UB3 3NE.

2. YOUR STATUS

- 2.1 By completing and submitting the information form on the Website (the “Information Form”) and thereby providing us with your details and those of your Lost Property, you warrant that:
 - 2.1.1 you are legally capable of entering into binding contracts; and
 - 2.1.2 you are at least 18 years old, or are the parent or legal guardian of a child that has lost an item in accordance with paragraph 2.1.3; and
 - 2.1.3 you have lost an item (or items) of your property whilst attending an airport or train station, or travelling on aeroplane or train that terminates at an airport or train station, within which we offer the Services (“Locations”) (the details of which can be found at www.lostproperty.org/locations); and
 - 2.1.4 you (or your child) is the legal owner of the Lost Property described, and that no other person has any right in or claim for that property.

3. LOST PROPERTY PROCEDURE

- 3.1 Any items of lost property found and handed in at one of our Locations (“Found Items”) will be passed to us. The details of each Found Item will be logged into our database (our “Database”) and that item will be stored at that Location.
- 3.2 On completing the Information Form we will cross-check the description of your Lost Property that you provide against our Database.
- 3.3 In the event that we are unable to match any Found Item to the description provided by you, subject to paragraph 7, we will continue to check that description against our Database at reasonable intervals, as new Found Items are frequently added to the Database.
- 3.4 In the event that we identify a Found Item that we consider matches the description of your Lost Property, we will contact you by email with details of the relevant Found Item, including a brief description of the condition in which the item was found (a “Notification Email”).
- 3.5 Any description of the condition of a Found Item given by us in accordance with paragraph 3.4 shall be the result of a visual inspection of the Found Item in question as part of the process of attempting to match Found Items to their owners, and should not be taken as any representation or warranty from us to you as to the condition of the Found Item. Nothing in these terms shall impose any obligation on us to carry out any search that requires more than such a visual inspection.
- 3.6 In the case of electronic Found Items, we may, as part of the process of attempting to match Found Items to their owners, turn the item on. This, and any reference to the item starting up or otherwise (as the case may be) in our description of its condition, should not be taken as an indication of whether the item is functioning correctly. We cannot and will not conduct any diagnostic tests on such items.

- 3.7 On receipt of a Notification Email, you must respond to us by email within a reasonable time, and in any event within the 90 day period referred to in paragraph 7 below, confirming:
- 3.7.1 whether you believe the item we have identified belongs to you; and
 - 3.7.2 if so, whether you would like such items returned to you by courier (at an additional charge, and subject to the provisions of paragraph 5 below) or by your collecting (or appointing a third party to collect on your behalf) the item from our Location (subject to the provisions of paragraph 4 below).

4. COLLECTION PROCEDURE

- 4.1 Should you indicate that you wish to collect a Found Item from one of our Locations, we will make it available for collection from there during the operational hours 09:00-17:30 at Stations and 10.00 -16.00 at Gatwick Airport, subject to the 90 day maximum period for which we hold items in accordance with paragraph 7.
- 4.2 To ensure that we return Found Items to their rightful owners, when you come to collect your Found Items, you must bring with you proof of identity in the form of photo ID (a passport, photo driving licence or official company identification). Depending on the nature of the Found Item, we may also require proof of ownership (such as any receipts, photographs or any other evidence that would help us to identify you as the rightful owner of the Found Item). We will notify you if we consider this is necessary and you must bring such proof of ownership with you when you come to collect your Found Item from the appropriate Location.
- 4.3 Once you have satisfied our proof of identity requirements, have provided us with proof of ownership (if necessary) and paid the relevant fee in accordance with paragraph 8 below, your item will be returned to you.
- 4.4 You may also choose to appoint a representative (e.g. a relative) to collect the relevant Found Item on your behalf. Should you want this, that representative will have to provide:
- 4.4.1 proof of identity (as described in paragraph 4.2 above) for both you and for themselves;
 - 4.4.2 any proof of ownership that we may require; and
 - 4.4.3 a letter, signed by you, and setting out the full name and address of your representative, and authorising them to collect your Found Item (clearly described) on your behalf.
 - 4.4.4 payment of the relevant fee in accordance with paragraph 8 below; following which your Found Item will be released to them upon which we shall have complied with our obligations under these terms to return that item to you.
- 4.5 If you are unable to collect a Found Item from one of our Locations, you can have it delivered to your address in accordance with paragraph 5 below.

5. DELIVERY

- 5.1 Should you choose to have the relevant Found Item delivered by courier to a location of your choice, such delivery will be effected by our “Rapid Parcel” division, and will be carried out in accordance with the Rapid Parcel standard terms and conditions (http://www.rapidparcel.com/help/terms_and_conditions.php?page=terms_and_conditions.html) (the “Delivery Terms”) subject to paragraph 6 below.
- 5.2 We will still require proof of identity and, where appropriate, proof of ownership, and, before we arrange any delivery, you must send to us by email scanned copies of your photo ID and, where required, any proof of ownership documentation.
- 5.3 Once we have received and verified all the relevant proof of identity and ownership from you we will confirm the cost of delivery, which will be payable in advance together with the relevant fee in accordance with clause 8 below via our secure online payment system at <https://epayments.lostproperty.org/>. Following receipt of such payment, we will arrange for the delivery of the relevant Found Item to your chosen address.
- 5.4 If you would like your Found Item to be sent to another of our Locations for collection, this will incur the appropriate delivery charges.

6. AMENDMENTS TO RAPID PARCEL TERMS AND CONDITIONS

- 6.1 The Delivery Terms shall apply to any delivery arranged by us in accordance with these terms, save that the following shall apply:

- 6.1.1 you will have no option to elect for us to accept Standard Liability in accordance with paragraph 18 of the Delivery Terms;
- 6.1.2 we shall be responsible for the packing, labelling and preparation of the Found Item required by paragraphs 14.1.2 to 14.1.6 (inclusive) of the Delivery Terms on your behalf.

7. STORAGE AND DISPOSAL OF FOUND ITEMS

- 7.1 Any Found Item that has not been claimed within 90 days of it being logged into our Database shall be regarded as abandoned (“Abandoned Items”).
- 7.2 We reserve the right to sell or otherwise dispose of any Abandoned Items and to retain the proceeds of any such sale.
- 7.3 We shall not be liable for, and you hereby agree to hold us harmless against, any and all losses, costs, claims, liabilities and/or demands of any nature arising directly or indirectly from the sale or destruction of any Abandoned Item in accordance with paragraph 7.2 above.
- 7.4 For the avoidance of doubt, the 90 day period for which we will store Found Items will apply whether or not that item has been identified as potentially belonging to an individual. You must therefore ensure that any relevant Found Item is either collected in accordance with paragraph 4 above or delivery is arranged in accordance with paragraph 5 above before the expiry of such 90 day period.
- 7.5 Any items that are perishable will not be held beyond the time that it is clear (in our opinion) that they have deteriorated sufficiently to no longer warrant being held or if they have, in our opinion, become a danger to the health and safety of our employees or of any other person.

8. PRICING

- 8.1 The cost to you of our providing the Services shall be calculated in accordance with the guidelines for the acceptance, holding and disposal of lost property published by the Association of Train Operating Companies (the “ATOC Guidelines”).
- 8.2 The charges for the retrieval/return of Found Items shall be as set out below. The lists of items provided below are not intended to be exhaustive and any decision as to which Band a given Found Item falls into shall be taken at our sole discretion:

Charges for the retrieval/return of lost property

BAND A £20 Charge	BAND B £10 Charge	BAND C £3 Charge	BAND D £2 Charge
Laptop computers; Video cameras; iPads (or other tablet devices)	Mobile telephones; Pagers; Compact CD Players; MP3 players or other multimedia players of any kind	Jewellery items; Watches; Cameras; Cycles; Clothing items; Suitcases; Rucksacks; Briefcases; Filofaxes; Musical instruments; Skis; Surfboards	Umbrellas; Gloves/scarves/hats; Spectacles; Keys; Reading books; Prams/pushchairs; All other items

8.3 For the avoidance of doubt, where the Found Item in question is a bag, briefcase or other container with a second item (or multiple other items) inside it, the charge payable by you shall be limited to that payable for the item in the highest Band. For example, the charge for a bag containing a laptop shall be £20 (laptop computers being in Band A).

9. LIABILITY

- 9.1 We are not in control or in possession of any items before they are handed in to us and so we shall not be held responsible for any loss or damage of any kind that you suffer or for any liability whatsoever relating to or arising out of any damage to or deterioration in the condition of any Found Item that occurs before it is in our possession.
- 9.2 Should you choose to collect your Found Item, we shall not be liable in any circumstances for any travel expenses or other expenses of any kind arising out of your attending our Lost Property Office.
- 9.3 In the event that we are liable to you for any breach of these terms and conditions or otherwise, we will only be liable for losses actually incurred or suffered by you that are a foreseeable consequence of our breach at the time you accepted these terms (meaning that the loss was anticipated by both you and us at that time).
- 9.4 For the avoidance of doubt, we shall not be liable to you for any amount that would put you in a better financial position than you were in at the time you accepted these terms.
- 9.5 Nothing in these terms is intended to exclude our liability for:
- 9.5.1 death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; or
 - 9.5.2 fraud or fraudulent misrepresentation.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1 We will use the personal information you provide to us in accordance with our Privacy Policy to:
- 10.1.1 provide the Services; and
 - 10.1.2 process your payment for such Services.
- 10.2 We will not give your personal data to any third party.

11. WRITTEN COMMUNICATIONS

11.1 When using our service, you accept that communication with us will be mainly electronic. We will contact you by e-mail and may provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. NOTICES

12.1 All notices given by you to us must be given to us by registered post at Unit 2, Provident Industrial Estate, Pump Lane, Hayes, Middx, UB3 3NE or by email at waterloo@excess-baggage.com. We may give notice to you at either the e-mail or postal address you provide to us when completing the Information Form. Our notice will be deemed received by you and properly served immediately, 24 hours after an e-mail is sent, or two days after the date of posting of any letter. In our proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 You may not transfer, assign, charge or otherwise dispose of any of your rights or obligations arising under these terms.
- 13.2 We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these terms, at any time without notice to you.

14. WAIVER

- 14.1 If we fail, at any time to insist upon strict performance of any of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 14.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 12 above.

15. SEVERABILITY

- 15.1 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. ENTIRE AGREEMENT

- 16.1 Subject to paragraph 16.3, these terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to our provision of the Services to you and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 16.2 We each acknowledge that neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations except as expressly stated in these terms and conditions. In particular, you accept that you have not relied on our brief description of the condition of the Found Item in question provided in accordance with paragraph 3.4 in deciding whether you wish us to return your Found Item to you.
- 16.3 No variation to the entire agreement shall be valid unless made in writing and signed by our authorised representative.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 17.1 We have the right to revise and amend these terms and conditions and any document expressly referred to in them from time to time including, without limitation, to reflect changes in market conditions affecting our business, which may include, but shall not be limited to, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, increased fuel costs and congestion charges and changes in the ATOC Guidelines.
- 17.2 You will be subject to the policies and terms and conditions in force at the time that you make payment to us for the relevant Services.

18. LAW AND JURISDICTION

- 18.1 The contract formed between us and you for the purchase of Services and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.