



bagport UK Ltd

STANDARD TERMS AND CONDITIONS



FOR SALE OF GOODS & SERVICES

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 'Buyer' means the organisation or person who buys Goods from the Seller;
- 1.2 'Goods' means the articles to be supplied to the Buyer by the Seller;
- 1.3 'Intellectual Property Rights' means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 'List Price' means the selling price as stated on the website or price list as amended from time to time without notice;
- 1.5 'Seller' means bagport UK Limited of Merse Road, Redditch, Worcestershire B98 9HL.

2. GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by Seller to the Buyer to the exclusion of all other terms and conditions referred to offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. PRICE AND PAYMENT

- 3.1 The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Carriage shall be paid for by the Seller unless expressly stated as an addition to the price of the goods.
- 3.2 require payment in advance of delivery in relation to any Goods not previously delivered;
- 3.3 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
- 3.4 terminate the contract.
- 3.5 Make judgement against the buyer to retrieve outstanding debts, with the buyer being liable for all costs incurred.



bagport UK Ltd

STANDARD TERMS AND CONDITIONS



FOR SALE OF GOODS & SERVICES

4. DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5. SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

6. DELIVERY

- 6.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.
- 6.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
- 6.4 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must sign for goods as 'damaged' and notify the Seller of the damage within 24 hours of delivery.

7. CANCELLATION AND RETURN OF GOODS

If goods received do not meet the buyer's requirements, the seller will credit the buyer the purchase price of the goods providing that the goods are returned to the seller unused and undamaged and in the original packaging within 30 days of delivery and with an authorisation code (obtained by calling us on 0870 904 7424) and subject to our right to levy a 20% handling charge. The return of goods will be at the buyer's expense.

8. RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are received at the buyers premises.

9. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.



bagport UK Ltd

STANDARD TERMS AND CONDITIONS



FOR SALE OF GOODS & SERVICES

10. WARRANTY

- 10.1 Where the Goods have been supplied by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 1 year from the date of delivery, subject to the following conditions:
- 10.1.1 the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;
- 10.1.2 the defect being due to the faulty design, materials or workmanship of the Seller.
- 10.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.
- 10.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.
- 10.4 The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.
- 10.5 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 11 and 12 below.

11. LIABILITY

- 11.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:
- 11.1.1 the correspondence of the Goods with any description;
- 11.1.2 the quality of the Goods; or
- 11.1.3 the fitness of the Goods for any purpose whatsoever.
- 11.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:
- 11.2.1 the correspondence of the Goods with any description;
- 11.2.2 the quality of the Goods; or 11.2.3 the fitness of the Goods for any purpose whatsoever.
- 11.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

12. LIMITATION OF LIABILITY

- 12.1 Where any court or arbitrator determines that any part of Clause 10 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.



bagport UK Ltd

STANDARD TERMS AND CONDITIONS



FOR SALE OF GOODS & SERVICES

- 12.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

13. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

14. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

15. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

16. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

17. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

18. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.



bagport UK Ltd

STANDARD TERMS AND CONDITIONS



FOR SALE OF GOODS & SERVICES

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20. TERMS OF USE / PRIVACY POLICY AND PRIVACY PROTECTION

All collected data on the website of bagport are kept in confidence and are not available for Use of third parties. bagport only interrogates a database, that is necessary for the execution of a service or for the settlement of an action. The collected data will only be recorded as long as necessary for the execution.

Information:

bagport allocates a multiplicity of information on its websites. These information, that are subjected to a steady alteration, are carefully selected and prepared; anyhow/nevertheless/nonetheless bagport doesn't assume any responsibility or liability for its accuracy, completeness and timeliness. The Use of websites of bagport occurs/takes place in the sole responsibility of the user. The bagport liability is excluded for any damages arising from the use of the websites of bagport.

Your personal data will only be used under current law or under a consent given by you. You always have the possibility to revoke a granted permission. We won't give out any personal data without your express consent. Unless we are legally obliged/obligated to disclose.

Personal data are those information that permit your identification. This includes your name, date of birth, address and phone number. bagport reserves the right to change this data privacy statement allowing of the prevailing privacy terms anytime.

21. ADDITIONAL TERMS

21.1. Terms – Porter Services

By booking a porter service, the customer accepts the following conditions. Porter Service includes meeting arriving or departing passengers, taking care of their luggage, and guiding them to the correct destination at the airport. If an alternative meeting point has not been agreed upon, arriving passengers are met in the baggage hall. Departing passengers are met at their arrival point at the airport, for example, at a chartered bus stop or taxi rank.

bagport UK uses hand-held signs where the company's name and the customer's reference number/name are clearly visible. Porter Service personnel wear uniforms which clearly show that they are employed at the airport with the bagport logo printed on the uniform, to ensure that the customer and the bagport representative recognise each other at the meeting place. All bookings must be in writing and can be made

a) via email or

b) via fax on: 0044 (0)844 824 3111.



bagport UK Ltd

STANDARD TERMS AND CONDITIONS



FOR SALE OF GOODS & SERVICES

A booking should be made at least 24 hours in advance. However, if resources are available we are happy to accept a booking on short notice. Standard Porter Service does not include transportation through transit areas or standing in line together with the customer at the check-in desk.

With large groups to be taken to the Departure Hall, we provide normal baggage carts on which we load the customer's luggage. As passengers must check in their luggage themselves, it is more convenient for the passenger to receive the baggage cart containing their luggage just outside the Departure Hall.

Bookings which are cancelled less than 24 hours before the service was to be carried out incur a £6 cancellation fee. Payment can either be made in advance, in cash at the meeting place, or by VISA, MasterCard. Customers who have a contract with bagport are invoiced.

bagport UK is responsible only for damages or loss due to negligence on the part of the company. The maximum reimbursement is limited to £55 per item of luggage. A request for reimbursement is to be made on the spot to bagport's representative.

All prices quoted are in Pounds Sterling (GBP).

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