

## STANDARD TERMS AND CONDITIONS

### FOR SALE OF GOODS & SERVICES

These are the Terms and Conditions for any goods and/or Services supplied to the Customer by the Seller.

The Customer should read these Terms and Conditions carefully before the Customer buys any Goods or Services from the Seller.

These Terms shall apply to all contracts for the sale of Goods or Services by the Seller to the Customer to the exclusion of all other terms and conditions referred to, offered, or relied on by the Customer, including any standard or printed terms tendered by the Customer.

The Seller is an affiliated member of The International Air Transport Association (IATA). The Seller's staff are trained by IATA and the Seller, its staff and its agents are obliged to comply with IATA rules and regulations for transport of goods, including the IATA Dangerous Goods Regulations. The Services provided by the Seller are provided subject to any rules and regulations which the Seller is required to comply with as a member of IATA.

See [www.iata.org](http://www.iata.org) for more details.

### 1 DEFINITIONS

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

- 1.1 'Customer' means the person who buys Goods and/or Services from the Seller;
- 1.2 'Goods' means any articles supplied to the Customer by the Seller;
- 1.3 'Events Outside The Seller's Control' means events outside the Seller's control as described in clause 9;
- 1.4 'Intellectual Property Rights' means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;
- 1.5 'List Price' means the price of the Goods and/or Services as stated on the Seller's website or price list as amended from time to time;
- 1.6 'Order' means the Customer's order for Goods and/or Services from the Seller; 1.7 'Parties' means the Customer and the Seller collectively, and 'Party' means either of them and their permitted assignees;
- 1.8 'Seller' means Smarte Carte Ireland Ltd of Mail Room, Level 4, Terminal 1, Dublin Airport, Collinstown, Swords, Co Dublin, K67 KD58.

1.9 'Services' means the services listed in clause 2.4, or as otherwise provided from time to time by the Seller to the Customer;

1.10 'Terms' means the terms and conditions set out in this document; and

1.11 'Website' means [www.smartecarte.ie](http://www.smartecarte.ie)

## **2 GENERAL**

2.1 These Terms will become binding on the Customer and the Seller when the Seller confirms that it is able to provide the Customer with the Goods and/or Services. At this point only a contract will come into existence between the Customer and the Seller. If the Seller is unable to supply the Customer with the Goods or Services, the Seller will inform the Customer of this and no Order will be processed.

2.2 If any of these Terms conflict with any term of the Order, the Terms will take priority.

2.3 All personal information provided by the Customer is kept and used in accordance with the Seller's Privacy Policy and GDPR regulations which can be viewed on the Website.

3 The Services include, but are not limited to:

- (i) Bag Wrapping
- (ii) MailandFly
- (iii) Lost property
- (iv) Luggage forwarding
- (v) Attended left luggage
- (vi) MailmyProperty

## **3 PRICE AND PAYMENT**

3.1 The price shall be that in the 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.

3.2 All prices quoted are in Euros (EUR).

3.3 The Seller may at its absolute discretion require payment in advance of delivery in relation to any Goods or Services.

## **4 THE BUYER'S RIGHTS TO CANCEL AND APPLICABLE REFUND**

4.1 Where the Customer has placed an Order through our Website, phone or by email, the Customer may cancel:

- (i) an Order for Goods up to fourteen working days after the day after you received our confirmation of your Order; or

(ii) an Order for Services, at any time before the start of the Services, other than Services which are agreed to be performed at a specific time, including but not limited to, certain Porter Services.

4.2 If the Customer cancels an Order under clause 4.1(i) the Seller will refund any amounts already paid by the Customer for the Goods within 30 days of receipt of the Customer's cancellation notice.

4.3 If the Customer cancels an Order under clause 4.1(i) and has already received the Goods, the Customer must return the Goods, at the Customer's cost, to the Seller within 30 days of receipt of the Goods.

4.4 Once the Seller has begun to provide the Services to the Customer, the Customer may only cancel the contract for services (by giving the Seller written notice) if:

- (i) the Seller breaches these Terms in any material way and the Seller does not correct or fix the situation within 30 days of the Customer asking the Seller to in writing; or
- (ii) the Seller goes into liquidation or a receiver or an administrator is appointed over the Seller's assets.

## **5 THE SELLER'S RIGHTS TO CANCEL AND APPLICABLE REFUND**

5.1 The Seller may have to suspend or cancel an Order before the start date for the Services or due date for delivery of the Goods, due to an Event Outside the Seller's Control or the unavailability of key personnel or key materials without which the Seller cannot provide the Services. The Seller will promptly contact the Customer if this happens.

5.2 If the Seller has to cancel an Order under clause 5.1 and the Customer has made any payment in advance for Goods and/or Services that have not been provided to the Customer, the Seller will refund these amounts to the Customer.

5.3 The Customer does not have to pay for any Services while they are suspended under this clause but this does not affect the Customer's obligation to pay for any Services already provided.

5.4 The Seller may cancel the contract for Services with immediate effect by giving the Customer written notice if the Customer does not pay the Seller at the agreed time.

## **6 DELIVERY OR SUPPLY OF SERVICES**

6.1 Unless otherwise agreed in writing, delivery of the Goods or supply of the Services shall take place at the address specified by the Customer on the date specified by the Seller. The

Customer shall make all arrangements necessary to take delivery of the Goods or to allow for the supply of the Services.

6.2 The date of delivery or for supply of Goods and/or Services specified by the Seller is an estimate only and is subject to change. Whilst we aim to deliver at the agreed time, this cannot be guaranteed.

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 affected and the Customer shall be liable for any expense associated with such storage.

6.4 The Seller may need certain information from the Customer that is necessary for the Seller to provide the Goods and/or Services. If the Customer does not, after being asked by the Seller, provide the Seller with this information, or the Customer provides the Seller with incomplete or incorrect information, the Seller may make an additional charge of a reasonable sum to cover any extra work that is required, or may suspend the Services by giving the Customer written notice. The Seller will not be liable for any delay or nonperformance where the Customer has not provided information as requested.

6.5 The Seller cannot guarantee services exceeding the limitations of the Seller preferred post/courier provider.

## **7 GOODS**

7.1 Risk in the Goods shall pass to the Customer at the earlier of payment for the Goods by the Customer or delivery of the Goods to the Customer.

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

7.3 Where the Goods have been supplied by the Seller and are found to be defective within 1 year from the date of delivery, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge, subject to the following conditions:

- (i) the Customer notifies the Seller in writing immediately upon the defect becoming apparent; and
- (ii) the defect is due to the faulty design, materials or workmanship of the Seller (or a third party on its behalf).

7.4 Any Goods to be repaired or replaced shall be returned to the Seller at the Customer's expense, if so requested by the Seller.

7.5 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 Customer.

7.6 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.

7.7 The remedies contained in this clause are without prejudice to the other Terms herein, including, but without limitation, clause 8 below.

## **8 LIABILITY**

8.1 Unless otherwise agreed by the Parties in writing, the Seller only supplies the Goods and/or Services for domestic and private use. The Customer agrees not to use the Goods and/or Services for any commercial, business or re-sale purpose, and the Customer has no liability to the Seller for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.2 The Seller does not exclude or limit in any way its liability for:

8.2.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

8.2.3 fraud or fraudulent misrepresentation;

8.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) as amended from time to time;

8.2.5 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples) as amended from time to time; and

8.2.6 defective products under the Consumer Protection Act 1987 as amended from time to time.

## **9 EVENTS OUTSIDE THE SELLER'S CONTROL**

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 with the Customer.

## **10 WAIVER**

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

## **11 ENTIRE AGREEMENT**

These Terms and the Privacy Policy constitute the entire agreement between the Parties with respect to the subject matter of these Terms. These Terms supersede and extinguish any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, expressed or implied between the Parties relating to such subject matter.

## **12 GOVERNING LAW AND JURISDICTION**

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

## **13 ADDITIONAL TERMS**

### **MailandFly\* and MailandFly Remote\***

MailandFly is a service which sends items deposited at airport Security Control to an address chosen by the Customer.

The Seller reserves the right to x-ray and open letters and parcels to check their content, to inform the appropriate authorities of the Customer's usage of this service and to refuse to forward or to destroy certain items (e.g. spoiled foodstuffs and items listed under the Dangerous Goods Act).

The Seller stores the Customer's item(s) in its warehouse. Where the Seller has notified a Customer that it is unable to forward an item, the Customer has up to 42 days (or up to 57 days for MailandFly Remote at London City Airport) to claim their item after it has been deposited with the Seller. If an item is not claimed within 42 days (or within 57 days for MailandFly remote at London City Airport) it will become the property of the Seller.

Potential claims must be raised with the Seller within 30 days from the date of payment. The Seller's liability to the Customer for damaged, spoiled or lost item(s) belonging to the Customer, caused by the Seller or in transit, is limited to €50 per act.

The 'Service Fee' is amount charged by the Seller to the Customer for the storage of the item that has been deposited with the Seller. This fee is always shown in Euros (EUR).

The 'Shipping Costs' shown on [www.mailandfly.com](http://www.mailandfly.com) provide examples of current rates at that time for various key destinations including Domestic (Ireland), Europe, USA and World Wide. Prices may vary depending on destination and weight.

These charges cover administration, packaging and secure shipping fees. VAT is always shown in final cost and the customer always has the right to leave the webpage before completing the process. Likewise the customer may return to the site to complete the process as long as it is within the claim time as stated in para. 2 above. Additional 'fuel' and dangerous goods' surcharges are not included in the 'Shipping Costs' examples and may be applicable. Fuel Surcharges vary according to courier and destination and Dangerous Goods surcharges also vary depending on destination.

### **Attended left luggage**

Payment of the left luggage fee gives the Customer the right to a storage period of up to three months. The fee may be paid at the time of handing in or at the time of collection. The Customer should deposit and collect their property at the left luggage desk. The customer receives a receipt or unique reference number when depositing an item, stating the number of items deposited. This receipt or unique reference number must be retained and presented at the time of collection.

In the case of lost or damaged receipts or loss of the unique reference number, the Customer may collect their luggage upon proof of identification and accurate description of the items including their content and the number of items.

It is strictly prohibited to hand in items that have offensive odours, leaks, or that contain explosives or corrosive materials etc. The Seller reserves the right to refuse or discard such items at time of discovery.

Items which are not collected within three months will become the property of the Seller and processed according to their policy for managing items not collected. The Seller's liability for left items is limited to €50 per act, not per item.

### **Lost property and Lost Property Remote**

The Seller keeps Lost Property for a maximum of three months from the date the item was registered as lost. Items of Lost Property not collected within three months will become the property of the Seller and processed accordingly.

An administration fee of up to €30 (as amended from time to time) is charged when the Customer collects the recovered item. This fee covers the costs of storage, registration, resources, processing and other administrative costs.

Where the Customer has contacted the Seller and agreed to collect a recovered item directly from the Lost Property Desk, the item(s) will be kept for up to one month from the date the Customer was informed of the item's whereabouts.

For an additional fee, recovered items can be sent by the Seller's nominated courier service to the Customer's chosen address.

The Seller is responsible only for recovered items and not for lost items. The Seller's liability for registered items is limited to €50 per act, not per item.

Items larger than a standard cabin bag will, if left unclaimed incur an additional €10 storage charge for every day unclaimed from day 15 onwards.

To claim an item at a service desk the Seller requires to provide a valid photo ID for example a drivers licence or passport. A copy will be retained to comply with regulations and the service is operated according to the local byelaws.

Note: Collection in person is not available from airports operating Remote Lost Property service as items are removed and held at a central secure location. Therefore, the administration fee and additional fee to forward to a Customer's chosen address is payable.

### **Luggage forwarding**

The Seller offers a service whereby the Seller forwards the Customer's luggage to an address chosen by the Customer.

The maximum weight for this service is 30kg per item.

The Seller reserves the right to X-ray and open letters and parcels to check their content, to inform the appropriate authorities of the Customer's usage of this service and to refuse to forward or to destroy certain items (e.g. spoiled foodstuffs and items listed under the Dangerous Goods Act).

The fee is paid when luggage is deposited at the service desk or, alternatively, the Customer can pay and claim their luggage later via Mailmyproperty.com. If luggage is not claimed and paid for within the five day period, an extra charge of €10 per item, per day (as amended from time to time) for storage will be incurred. Luggage will be stored for up to 42 days. Any luggage which remains unclaimed after 42 days becomes the property of the Seller.

Potential claims must be raised with the Seller within 30 days from the date of payment. The Seller's liability to the Customer for damaged, spoiled or lost item(s) belonging to the Customer, caused by the Seller or in transit, is limited to €50 per act.

### **Mailmyproperty\***

The Seller offers a service whereby the Seller sends Customer items to an address chosen by the Customer. The maximum weight for this service is 30kg per item.

The Seller reserves the right to x-ray and open letters and parcels to check their content, to inform the appropriate authorities of the usage of this service and to refuse to forward or destroy certain items (e.g. spoiled foodstuffs and items listed under the Dangerous Goods Act).

Potential claims must be raised with the Seller within 30 days from the date of payment. The Seller's liability to the Customer for damaged, spoiled or lost item(s) belonging to the Customer, caused by the Seller or in transit, is limited to €50 per act.

*\*Customers have a choice of 3 options when using the MailandFly & MailmyProperty services:-*

- 1 Customers can arrange collection of the item(s) personally from the Seller's airport desk
- 2 The item(s) can be sent by the Seller to the Customer via a third party courier nominated by the Seller.
- 3 The Customer can arrange for their own courier\*\* to collect, pack and deliver the item(s). *\*\* For option 3 above, the Seller is not responsible for the item(s) once they are collected by a third party and where damage or loss has been caused by a third party, including where belongings are lost or damaged in transit. Any claim(s) must be taken up with the third party directly.*

The 'Shipping Costs' shown on [www.mailmyproperty.com](http://www.mailmyproperty.com) provide examples of current rates at that time for various key destinations including Domestic (Ireland), Europe, USA and World Wide. Prices may vary depending on destination and weight. These charges cover administration, packaging and secure shipping fees. VAT is always shown in final cost and the customer always has the right to leave the webpage before completing the process. Likewise the customer may return to the site to complete the process as long as it is within the claim relating to the service used (i.e. 90 days for Lost Property). Additional 'fuel' and dangerous goods' surcharges are not included in the 'Shipping Costs' examples and may be applicable. Fuel Surcharges vary according to courier and destination and Dangerous Goods surcharges also vary depending on destination.