

# London Left Luggage Booking Conditions

## 1. Bookings and Fees

1.1 Each Customer agrees to provide accurate, current and complete information during the registration process and to update that information as necessary to keep it accurate, current and complete. LLL reserves the right to suspend or terminate access to the Website if any information provided to us by you proves to be inaccurate or incomplete.

1.2 When placing a Booking, each Customer will be asked to provide certain information, such as: i) dates and approximate times for dropping off and picking up items, ii) number of items and iii) any relevant notes to the order. In addition, each Customer will be asked to provide customary billing information, such as name, billing address and contact details. Each customer will also be asked to provide payment card information to a third party payment provider and each Customer's payment card will be debited at the time of Booking. Once payment is confirmed, a Customer's Booking transaction and payment is complete, and the Customer will receive an e-mail confirmation summarising his confirmed Booking. All payments by Customers to LLL online payment system, unless clearly stated otherwise. Payments made through Stripe will be subject to their automatic fraud checks. Please see [www.stripe.com/radar](http://www.stripe.com/radar) for more information.

1.3 Customers are reminded that Storage must be booked through the Website or Apps.

1.4 The fees for each transaction are displayed in the pricing section of the Website or Apps and are stated inclusive of VAT. Fees are charged on a time of Storage basis, so if a Customer fails to comply with his stated Storage and collection times, additional charges may be debited to his payment card.

## 2. Prohibited Items

2.1 YOU AGREE THAT YOU WILL NOT STORE OR MAKE A BOOKING TO STORE ANY OF THE FOLLOWING ITEMS:

- Travel documents (e.g. passports, board passes)
- Explosives, fuel, hazardous or flammable materials
- Pesticides, toxic chemicals, pollutants or waste of any kind
- Firearms or ammunition
- Controlled substances or dangerous goods
- Stolen goods, substance(s) or other contraband deemed illegal or unlawful within the country in which you are storing the bag
- Perishable food items or spoiled food
- Radioactive materials
- Jewellery, watches and items made of precious metals
- Cash or tradeable assets that hold monetary value (e.g. share certificates, stocks, bonds)

2.2. When storing any Goods that contain built-in batteries including, but not limited to, laptops or tablets, children's toys, or any similar battery-powered vehicles - You must ensure:

- the Goods are free from visible physical defect or fault; and

- such Goods are not stacked and are stored allowing air circulation.
- We recommend all batteries are stored with the lowest practical charge.
- You must ensure that Goods brought into storage are securely and properly packed or bottled and not otherwise in a condition that may cause damage or injury to the Unit or the Site or any other unit on the Site or any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances in any other way.

The LLL may remove and dispose of any item stored that breaches this Condition without notice to the Customer and without any responsibility to the Customer. The LLL may also report to any relevant authority any illegal or suspected illegal activities of the Customer or any hazardous item stored. The items listed above are excluded from the guarantee (see section 6) but if the incident is not caused by the storage of one of the items listed then the rest of the items may be covered by the guarantee.

### **3. Cancellations and Refunds**

3.1 The Customer may cancel a Booking and this Storage Agreement at any time after the Booking is made prior to the drop off time agreed in the Storage Agreement (Cancellation Period) without giving any reason and free of charge or other liability, by doing so online on their account, or by giving written notice to [info@leftlondonluggage.com](mailto:info@leftlondonluggage.com), or by speaking to a member of the London Left Luggage team and making a clear statement that you have decided to cancel the booking.

### **4. Guarantee**

For bookings made through our website or Apps, we apply a guarantee of up to £2,500 (or at the equivalent exchange rate to your local currency at the time of the incident) against loss or damage to your bag or luggage and items stored within them.

There is no protection provided by this guarantee:

- For any of the items listed as prohibited in section 2.
- If there is loss or damage caused by, or as a result of war, terrorism or acts of hostility.
- If you are able to recover any loss or cost of damage from any insurance policy, guarantee or third party.
- If you are in breach of any other terms and conditions in this agreement.

As soon as you become aware of loss or damage, you must contact us by following the instructions at [info@londonleftluggage.com](mailto:info@londonleftluggage.com)

### **5. Liability**

In addition to the liability provisions in the Website Conditions, each Storage Agreement and the exclusion of liability in clauses 2 and 3 of these Conditions:

5.1 We shall only be liable for loss or damage you suffer directly from: any breach of these Conditions by us, or if we act negligently or fraudulently;

5.2 We shall not be liable for any loss or damage suffered by you under or in connection with a Storage Agreement or the acts.

5.3 If you are outside the UK and want to use the Website or Apps, we shall not be liable to you if the Website does not comply with any local laws;

5.4 You shall only be liable to us for loss or damage we suffer directly from: any breach of these Conditions by you, or if you act negligently or fraudulently.

Nothing in these Conditions has the object or effect of excluding or limiting our liability in the event of the death of or personal injury to you resulting from our act or omission.

## **6. Padlock**

You are responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. You are not permitted to apply a padlock to the Unit in Our overlocking position and We may have any such padlock forcefully cut off at Your expense. We will not be responsible for locking any unlocked Unit or for looking after Your key. You should not leave Your key with any person other than Your own agent, who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not such person is Our employee or agent. We do not accept liability for any person (including Our employee or agent) holding Your key and having access to Your Unit and any such person acts as Your agent only.

## **7. Access**

7.1 You have the right to access the Unit at any time during the Access Hours for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours, unless We have agreed to extended or 24 hour access. We will try to provide advance warning of changes in Access Hours by notices on Site, but We reserve the right to change Access Hours on a temporary basis to other reasonable Access times at any time without giving any prior notice. You will be entitled to terminate the Licence with immediate effect with no penalty if Your Access Hours are reduced on a permanent basis.

7.2 Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. You are responsible for the actions of anyone that You authorise to access the Site and for anyone that You allow to accompany You on to the Site. Any such person is Your agent for whose actions You are responsible for to Us and other users of units at the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We consider in Our reasonable discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, will be put at risk.

7.3 You will permit Us to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry:-

7.4. if We give You not less than seven (7) days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;

7.5 at any time without notifying You (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from doing so);

7.6 if We are required to do so by the Police, Fire Services, Local Authority, HM Revenue & Customs, Trading Standards or by a Court Order;

## **8. Property**

You confirm that throughout this Booking, the Goods in the Unit from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Licence and that You act as a duly authorised agent of any such person. You will pay any costs We incur or claims made against Us if this is not true.

## **9. Unit**

You must not (and You must not allow any other person to):-

1. use the Unit or do anything on the Site or in the Unit which may be or may become a nuisance to Us or the users of any other unit or any person on the Site;
2. use the Unit as offices or living accommodation or as a home or business address and not use the address of the site or Unit for receiving mail;
3. spray paint or do any mechanical work of any kind in the Unit;
4. attach anything to the internal or external surfaces of the Unit or paint or make any alteration to the Unit;
5. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
6. cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site (which includes by removal, haulage or delivery contractors) and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation to other unit users at the Site;
7. leave anything in or obstruct or block any passageway, stairway, service area or other part of the Site and You must at all times be courteous to others and take reasonable care for Your own safety and that of others in using these areas;
8. leave on Site any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;
9. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us;
10. use or do anything at the Site or in the Unit which may invalidate or increase premiums under any insurance policies taken out by Us or any other person;

11. ignore any regulations in force from time to time at the Site and in particular You undertake to observe and comply with the “No Smoking” policy that is in effect for every unit at the Site and its common parts;
12. display any signs at the Site or on the windows or doors of Your Unit without Our written consent; or
13. distribute any leaflets or promotional materials to other customers at the Site whether direct to the units or in the common parts.

## **10. RISK AND RESPONSIBILITY**

10.1 Our liability will commence from the time Your Property is placed by You into Your storage Unit(s) and the Unit is locked by You and ceases immediately upon removal of Your Property from Your storage Unit(s).

10.2 Please note that We do not insure the Goods whilst they are on Site. It is a condition of this Licence that the Goods remain insured at all times while they are in storage against all Normal Perils for their Maximum Replacement Value (as new). Normal Perils in this Condition mean actual loss of or damage to Goods caused by fire, lightning, explosion, earthquake, storm, flood, escape of water from any apparatus, theft by violent or forcible means, subsidence, riot and civil commotion, malicious damage, impact by vehicles, aircraft or aerial devices, vermin damage, collapse or partial collapse of building.

10.3 You undertake to Us that:

- prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out above) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and You acknowledge that You shall be responsible for all uninsured risks including Normal Perils;
- the insurance cover that You take out is for a sum which is at least equal to the Maximum Replacement Value of the Goods stored in the Unit from time to time; and
- You will supply Us with evidence that You have taken out such insurance cover before You bring the Goods onto Site and promptly if We request You to provide evidence of such cover throughout the period of the Licence.
- We do not give any advice concerning insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

## **11. You acknowledge and agree that:**

- the terms of this Booking constitute the whole contract with Us;
- in entering this booking, You have not relied on any statements or representations made orally or otherwise which are not included in this booking;
- You have raised all queries relevant to Your decision to enter into this booking with Us and We have, prior to You entering into this booking, answered all such queries to Your satisfaction;
- any matters resulting from such queries have, to the extent required by You and agreed to by Us, been recorded in writing in the terms of this booking; and

- if We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.
- If any part of this booking is found to be void or unenforceable then that part of the booking shall be removed, but the remainder of this booking will continue to apply.
- This booking is personal to You. You may not transfer this booking, to any other person, firm or company and a breach of this Condition is a serious breach
- No one other than You or Us will have any rights to enforce any of the Conditions of this booking.
- This booking shall be governed by the laws of England and Wales. Any dispute or claim that either You or We bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales alone unless You request that Your local United Kingdom jurisdiction or law should apply (in which case that other relevant United Kingdom jurisdiction and/or law shall apply). Before taking any court proceedings for anything arising out of this booking, both You and We agree to try to settle any dispute by informal conciliation. The complaining party shall inform the other party in writing of the dispute in as much detail as possible. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Resolution ([www.cedr.com](http://www.cedr.com)) to try to resolve the dispute amicably. If the dispute is not resolved within ninety (90) days after notice of the dispute has been given, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this booking.
- Where You are two or more persons Your obligations under this booking shall be obligations of each of You jointly and separately.
- If You need to contact Us, please contact Us at the address at the start of the booking. We will also contact You at the address You have given in this booking unless You let Us know in writing of a different address.
- We reserve the right at any time to modify this Booking Agreement and to change, impose new or additional Terms & Conditions on Your Booking. Such modifications and/or additional Conditions will be notified to You in writing, by email, giving You 20 days' notice of their effective date. If You continue to use the Unit, We will be entitled to take this as Your acceptance of the new or amended Conditions. If You do not want to accept the new or amended Conditions, You may terminate this Booking without charge at any time before the new or amended Conditions take effect by notice in writing to Us.

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