



A V I A T I O N & A I R P O R T S E R V I C E S

PASSENGER ACKNOWLEDGEMENT FORM

Airborne Representation Limited trading as Skybreak ("Skybreak", "we" or "us") operate a lost baggage and items policy and procedure on behalf of Norwegian Airlines that we work with for providing a lost property service. We handle lost property (including retaining and disposing of items) in accordance with our Lost Property Procedure and our Internal Policy, including retaining items for the periods set out in the Procedure and Policy. Our Lost Property Procedure is available for you to view, upon request.

PARTICULARS

Claimant Name _____

Claimant Address _____

Claimant representative name _____

Lost Property Item _____

Lost Property reference number _____

Identifiable features _____

Flight Number and Date _____

Date of Collection _____

Lost Property Collection Fee _____

Delivery Requested? **Yes / No**

Delivery Fee (if applicable) _____

CLAIMANT ACKNOWLEDGEMENT

By claiming the Lost Property Item(s) described above, I confirm that I am the owner and I acknowledge that the Lost Property Item(s) is/are being returned to me subject to the Terms of Return of Lost Property Items specified below, which I agree to.

If you have requested delivery of your Lost Property Item, you agree to our third-party delivery partner's terms and conditions, a copy of which is available for you to view upon request.

Your personal data provided on this Passenger Acknowledgement Form shall be processed by us in accordance with our Privacy Policy, available on our website or upon request.

Signature _____
Claimant / Claimant Representative

Print name _____
Date _____

TERMS OF RETURN OF LOST PROPERTY ITEMS

1. We have been appointed by Norwegian Airlines to provide left and lost property return services in connection with certain property ("Lost Property") provided to us by Norwegian Airlines. Under our appointment, we have the right to charge a fee to any person we reunite with property they have lost or misplaced.
2. We are not required to release or arrange to deliver any Lost Property to a person unless:
 - 2.1. we reasonably believe the person is the rightful owner of the Lost Property;
 - 2.2. the person accepts the terms of and signs this Passenger Acknowledgement Form;
 - 2.3. the person pays the Lost Property Collection Fee specified above; and
 - 2.4. you confirm and agree (by signing this Passenger Acknowledgement Form) that any items you are collecting or having delivered to you are not classified as hazardous items (which we may retain possession of and/or pass to applicable authorities, in our discretion or as requested by such authorities).
3. By collecting or arranging delivery of the Lost Property Item specified below, you acknowledge and agree that:
 - 3.1. you are the rightful owner of the Lost Property Item;
 - 3.2. we have no contractual relationship with you, but to the extent we owe any duty of care to you or have any other obligations to you, you agree and acknowledge that:
 - 3.2.1. our obligations to you are limited to using reasonable skill and care to store the Lost Property Item for the period we are in possession of it and to return it to you if you reasonably satisfy us that you own it;
 - 3.2.2. to the fullest permitted by law, our maximum liability to you in connection with the Lost Property Item, whether in tort (including negligence), breach of statutory duty or otherwise is limited to a refund of any administration fee paid by you to us;
 - 3.2.3. we shall not be responsible to you or any third party for any loss or corruption of data which may have been stored on or within the Lost Property Item; and
 - 3.2.4. you shall be responsible for any losses or expenses we incur in connection with any claim made by a third-party alleging ownership of the Lost Property Item.
 - 3.3. Norwegian Airlines appoint other third parties to deal with the handling of Lost Property Items and when a Lost Property Item is delivered to us for storing as Lost Property, other third parties may have caused damage to the Lost Property Item whilst in the possession of that third party. We shall not be liable in any way in respect of any damage or other losses in connection with a Lost Property Item which has been caused by a third party.
4. Even so, we may for any reason and in our discretion agree to pay you an amount which exceeds GBP 50 as a gesture of goodwill. If we do so, this does not constitute a waiver of the limitations set out in this Passenger Acknowledgement Form and does not constitute any admission of liability to you on our part.
5. If any provision of this Passenger Acknowledgement Form shall be held to be illegal, void, invalid or unenforceable, the legality, validity and enforceability of the remainder of it shall not be affected.
6. Any person who is not a party to this Passenger Acknowledgement Form has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
7. This Passenger Acknowledgement Form and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.