



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 the 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 _____

Prepared By	Reviewed By	Approved By	Issue: 1 Rev: 0
LEGAL	CCM	CCM	03 rd October 2019

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TERMS OF RETURN OF LOST PROPERTY ITEMS

1. We have been appointed to provide lost property return services in connection with certain property ("Lost Property"). 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 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; and
 - 2.3. the person pays the Return Fee specified above and any applicable delivery fee.

3. By collecting or requesting delivery of the Lost Property Item specified below, you (as the passenger) 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 GBP 50; and
 - 3.2.3. we shall not be responsible to you or any third party for any loss of data which may have been stored 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.

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. 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.

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