

Terms & Conditions

These general conditions apply to the use of the LOKNCHARGE services and all agreements made with LOKNCHARGE hereinafter called the “Operator”, concerning Articles, cellular phones, clothing, bags, money and/or valuables placed in custody, hereinafter called the “Articles”, in the Operator’s equipment.

An agreement or promise is legally valid and enforceable by the user once and only once the Operator has: a) concluded it with the user in writing (handwritten, electronic, or otherwise) at the site and/or b) agreed to these terms and conditions on the Operator’s website via a pre-booked purchase.

The user undertakes to observe the written (handwritten, printed, electronic or otherwise) and/or oral user instructions concerning the Operator’s equipment and use of any supplied lock and combination.

Refunds: No refunds will be offered or given when services are pre-booked and paid for whether used or not.

Articles Allowed: Articles may not be kept and/or stored in the Operator’s equipment that might constitute a risk and/or nuisance to the Operator, other users, the facility or the event, including but not limited to: illegal items, illegal substances, and handguns. The Operator is entitled to have Articles shown to the Operator or its personnel before they are left in the Operator’s possession or property. Articles that in the Operator’s opinion are hazardous or could cause a nuisance to Operator, other users, the event or the site venue, such as explosives, firearms, chemicals, illegal drugs or perishable goods may be refused the placing of, destroyed or removed at the user’s expense without the user being entitled to enforce any claim to the items at any time thereafter.

Identification: At any time, the Operator is entitled: 1) To ascertain the identity of the user by means of his passport, driver’s license or other means of identification and to make a photocopy thereof; 2) To surrender the Articles only at the end of the time limit referred to as above; 3) Where applicable, to require a sum to be paid by way of administration charges as indicated.

Liability: *Operator’s services are always used at the user’s own risk.* The user is himself responsible at all times for Articles in either the Operator’s possession or in Operator’s equipment. The Operator can never and on no account be held liable for the loss resulting from lock failure, riots, vandalism, weather, services accessed by others, lock combination accessed by others, theft, or failure to collect the Articles after use. ***The Operator is on no account liable for loss unless willful acts or gross negligence can be demonstrated against the Operator. Should it be held by final legal decision that the Operator is liable for loss, it will on no account be liable for more than \$200 per incident.***

Time Period Available: The Articles must be collected during the indicated opening times and before the time limit for which custody has been agreed to or for which the services made available have expired. The Articles will be released only after the charges due have been paid in full. Operator’s services are open for access on site for the time period prescribed by the site venue and/or their controlling agencies.

Articles Left Behind: Articles left behind in Operator’s custody by an individual will be returned to the person who can provide proof of identity and proof of booking the services provided that match the identity of the individual who is listed as the customer on the contract. The Operator is discharged from liability toward any person laying claim to property in Operator’s possession if the Operator releases the property to any person who possesses the correct proof of identity.

For Lockers: *The Operator is entitled to open any locker at any and all times. The Operator may examine Articles in custody to approve their entry into the property of Operator, even if the Articles have been entrusted to us in a sealed bag, suitcase or the like.* Before taking a locker into use, the user shall check whether the locker is empty and clean and operates as it should. Should the user find Articles, the user will be obliged towards the Operator to hand these to the Operator of the locker system or its personnel. On loss or breakage of the supplied padlock or the user’s misplacement of the lock combination, the Operator will withhold the goods and the Articles will be surrendered only if the user has proved his entitlement thereto to our satisfaction. ***If at any time the user of the Operator’s lockers loses a key, damages or otherwise breaks a lock, or causes significant damages to the lockers themselves, Operator reserves the right to charge the user an additional \$150.00 to cover the replacement and/or repair costs of the damaged equipment.***

For Mobile Charging Units: *On loss, breakage, or failure to return the supplied mobile charging unit inside of a locker, the Operator reserves the right to charge the user an additional \$75.00 to cover the replacement and/or repair costs of the damaged equipment.*

Choice of Law: All agreements concluded by Operator are governed solely by Quebec law. Any dispute in contract, tort, or any other area of the law, arising under or in connection with this agreement or related to any matter which is the subject of the agreement, shall be subject to the exclusive jurisdiction of the province of Quebec.

LOKNCHARGE is available to contact by phone from 9am until 5pm, Monday through Friday, at (514) 312-7117.