

Conditions for Airport Lounge at Dublin Airport (the **Conditions**)

Thank you for buying a service from us at Dublin Airport. The details of this service (the **Service**) i.e., **what we provide** is set out at section 6 and exclusions from the Service i.e., **what we do not provide** is set out at section 7. These are important sections because they explain what you should expect from the Service and also explain what we are not providing as part of the Service. There are some provisions that you might not expect and we have highlighted these in **BOLD** to make them clear to you. Where words appear with a capital first letter and in **blue** they are defined terms. For example, Dublin Airport (the **Airport**), if the word Airport appears later in these Conditions with a capital first letter and is not in **blue** then it means Dublin Airport.

Consumers and non-Consumers

1. If you are buying the Service as a consumer you have additional protections under the Consumer Rights Act 2022. These protections are also included in these Conditions. A consumer is a living individual *acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession*.
2. If you are **not** buying the Service as a consumer some protections in these Conditions do not apply to you. We make it clear in these Conditions if protections do **not** apply to individuals who are not consumers by stating **Consumers only** immediately before the section.

The Agreement

3. If you are buying the Service online or through the Dublin Airport App (an **Online Customer**) the confirmation we email to you (a **Confirmation**) and these Conditions read together are an agreement (an **Agreement**) between you and daa. No other document or communication forms part of the Agreement. If you are simply using the Fast Track kiosks at the entrance in the Terminals to purchase or buying access at the Airport Lounge front desk without buying online in advance (a **Walk-up Customer**) these Conditions and notices setting out pricing and other key terms read together are an agreement (also an **Agreement**) between you and daa. No other document or communication forms part of the Agreement. If you are unclear on any provision relating to the Agreement that applies to you please contact our services team via email on travelservices@daa.com or call us +353 1 9440440.
4. In these Conditions *you, your* and *yours* means the individual that buys the Service online as an Online Customer. If you are a Walk-up Customer then *you, your* and *yours* means the person paying for the Service at the self-service kiosk or the Airport Lounge front desk.
5. In these Conditions *we, us, our, daa* and *Dublin Airport* all mean daa public limited company, a public company limited by shares registered in Ireland (no 9401) with its registered office at Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland. If you would like to contact us in relation to the Service you can do so by contacting us on:
Email: travelservices@daa.com
Telephone: +353 1 9440440
For existing customers please quote the reference number on the Confirmation.

What is included in the Service?

6. **We provide** the following as part of the Service:

- Subject to sufficient available capacity in the Airport Lounge, access to and use of the Airport Lounge facilities for up to two hours. In the case of Online Customers the two hour period begins at the time stated on your Confirmation. For Walk-up Customers the two-hour period commences 2 hours and 45 minutes prior to your scheduled departure time. Opening hours of the Airport Lounge vary seasonally and all Online Customers and Walk-up Customers must vacate the Airport Lounge by closing time even if:
 - you have had less than two hours in the Airport Lounge
 - your flight has been delayed or cancelled
- Access to the food buffet and beverage facilities based on a fair consumption.
- In the case of alcoholic drinks, when available, a policy of two beverages per person is applied provided always the person is over 18 years of age and is not intoxicated.
- Access to digital press reader.
- Flight information display screens, when not under maintenance.
- Television, printer/ photocopier (small documents only) when not under maintenance
- Use of our WIFI service when not under maintenance.
- We reserve the right to ask all Online Customers and Walk-up Customers to vacate the Airport Lounge if we are unable to provide the services for reasons beyond our control.
- Washroom, shower facilities, toiletries and towels when these facilities are not under maintenance or in use by other Airport Lounge customers.

What is excluded from the Service?

7. We never provide the Service to the bespoke needs of any individual customer. Unfortunately, we cannot facilitate any specific requests you make in relation to the Service which you might communicate to us either verbally or in writing in advance of or at the time you buy the Service. We do not accept any such requests and they are not included in the Agreement.

We never provide the following services as part of the Service:

- Any assurance that you will always get to your flight on time. You should follow your airline's recommendations to be at the Airport Terminal giving yourself sufficient time to check in or bag drop (if applicable), to go through security screening and to travel to your gate.
- Assurance that you will always gain access to the Airport Lounge. If due to capacity constraints we cannot provide access to the Airport Lounge we will provide a full refund to you by contacting our services team via email on travelservices@daa.com or call us +353 1 9440440.
- Unlimited food and beverages. We operate access to food and beverages on a fair consumption basis.
- We provide food and beverages to certain dietary requirements but do not cater for all specific needs and may not have certain food types available at all times. A list of allergen book is available in the Airport Lounge.
- Luggage storage facilities.

- Alcoholic beverages are provided on a discretionary basis and may be withdrawn at our discretion.

Our rights under the Byelaws

8. **We reserve our right to refuse admission to the Airport Lounge or remove you from the Airport Lounge if capacity is constrained or if a customer is intoxicated/unruly or abusive to staff or other customers. We may refuse you entry into the Airport Lounge or remove you from the Airport Lounge if you are being disruptive or abusive to our staff or other passengers. We reserve the right to refer disruptive activity to Airport Police and An Garda Siochana.**

The Price

9. The price for the Service for Walk-up Customers is the entry price shown on the kiosk at the time of purchase or at the Airport Lounge Front Desk (the **Walk-up Price**). You must pay this price at the self-service kiosk or the Airport Lounge front desk and only card payments are accepted.

We charge VAT at the applicable rates and this is included in the price for the Service. Our VAT number if you are not a consumer is 9514053P.

10. The price for Online Customers is the price shown in euro (EUR) on the Confirmation.

Purchase is not always available

11. When capacity limits have been reached for Airport Lounge (i.e. the Airport Lounge is full) we may limit the purchase of the Service online and we may remove the option to purchase via the self-service kiosks or at the Airport Lounge front desk.

Payment Cards

12. We accept Visa, Mastercard and Amex most major credit and debit cards for Online Customers paying for the Service subject to these cards functioning correctly at the time of payment. Walk-up Customers can pay using Visa and Mastercard subject to these cards functioning correctly at the time of payment. We will only issue a Confirmation if the use of the card satisfies relevant security checks. For Online Customers we charge the price of the Service at the time you buy from us.

To conduct security checks your personal data may be sent to authorised agents acting for the card scheme, this is necessary in order to verify payment. **If at a later point in time the card or your bank cancels this payment, if there is a “charge back” of a payment, if the card is declined, if we discover that a card was used fraudulently or if it was used without the cardholder’s permission then we may at our option:**

- **Email you with a cancellation of the Agreement to the email address you provided at the time of booking and we are not required to provide the Service, or**
- **Pursue payment in full either directly or through a debt collection agency.**

Cancelling or Changing the Service

13. If you are an Online Customer we may at our complete discretion and subject to notifying us at least four (4) hours before the entry time shown on your ticket allow you

to change the time of the Service (subject to availability) or allow you to cancel the Service. You should contact travelservices@daa.com or +353 1 9440440 to find out if this applies to you. Subject to section 14, we will pay refunds to the payment card used (see section 12) at the time you bought the Service. We reserve the right to restrict refunds and cancellations to particular time periods or to remove this functionality, however, **Online Customers who are also consumers may still be able to use the right in section 14 to cancel within 14 days of buying the Service.** We will email the cancellation details to the email address you provided us when you bought the Service to confirm a cancellation or change.

14. **Consumers only** If you are an Online Customer you have a right to cancel your purchase on the terms set out below. **PLEASE NOTE HOWEVER that when you bought this Service online you expressly consented and acknowledged that you lost the right to cancel once we have fully provided the Service.**

Consumers only If you are an Online Customer you have the right to cancel the Agreement within fourteen (14) days (the **Cooling Off Period**) without giving any reason. The Cooling Off Period will expire after fourteen (14) days from the day of the conclusion of the Agreement (i.e. the date of the Confirmation when you purchased from us). To exercise the right to cancel, you must inform us.

If you wish to contact us you may do so:

- by email at travelservices@daa.com
- by telephone +353 1 9440440.
- By writing to us at daa plc, Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland.

You may use the cancellation form below/overleaf but it is not obligatory. If you use this option, we will provide an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Consumers only If you cancel this contract, subject to your use of the Service, we will reimburse payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to cancel this contract. We will carry out such reimbursement using the same card details as you used for the initial transaction (see section 12), unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you have used the Service during the Cooling Off Period, you must pay us for the Service.

Cancellation Form

Complete and return this form only if you wish to cancel the contract.

To daa plc, Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland:

I/We [] hereby give notice that I/we [*] cancel my/our [*] contract for the provision of the following service [car parking space], Ordered on [*/received on [*],*

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) [only if this form is notified on paper]

Booking reference number

Booking email address

Date

15. **Consumers only** If you cancel the Agreement under sections 13 or 14 then our default process is to refund the price you paid to the card used for payment. If you wish us to refund to another card you will need to contact our Travel Service team on travelservices@daa.com. That team may seek evidence that you are who you say you are. You must use euro (EUR) to buy from us.

Your Rights

16. We are required by law to provide the Service in accordance with the Agreement (including these Conditions). If you believe we have not satisfied this requirement please see sections 18, 19, 26 and 27 below. The Service described in section 6 (excluding those services in section 7) is the same for all Walk-up Customers and all Online Customers respectively. The Service is not designed to meet the specific needs of any individual customer.
17. **Consumers only** Under legislation for the protection of consumers we are required to have the necessary skill to provide the Service and we must use reasonable skill and care in providing the Service to you. Any materials we use to supply the Service must be sound and fit for their purpose.

Your Recourse

18. If you are unhappy with any aspect of the Service you may access our travel service team by emailing us on: travelservices@daa.com or telephoning us on +353 1 9440440.
19. **Consumers only** If you remain unhappy with the outcome after using our complaints handling process we have set up a voluntary dispute resolution process that you may also use. You may direct the dispute concerning the outcome to the following address customersupportescalations@daa.ie and we will respond with our determination within 14 days. This voluntary dispute resolution process does not prevent you pursuing a claim against us in court (see sections 26 and 27).

The Period of the Agreement

20. The Agreement lasts for the period we provide the Service and a reasonable period to address payments, refunds or disputes are outstanding between us. We believe this should last no longer than six years after you have received the Service in full and therefore six years after we have provided the Service the Agreement terminates. If, however a dispute exists between us at that time or any sums remain unpaid then the termination of the Agreement does not operate to remove our rights or yours.

No resale

21. **You are not permitted to sell the Service that you buy from us on to another person. We are only required to provide the Service to you.**

Force Majeure

22. Very occasionally events or circumstances which are beyond our control may prevent us from providing the Service. Some examples are natural disaster, fire or a contagious outbreak of illness but this section applies to other events or circumstances as well including for example adverse weather. If this happens, we will contact you by email and provide as much advance notice as we are able to. We will provide a full refund of the amount you paid for the Service to you if this happens. **If you have used a currency other than euro to buy the Service we may apply reasonable currency exchange charges at our discretion.**

Our Liability

23. **We do not accept liability for issues related to section 7 (What is excluded from the Service?) as these are not part of the Service. If you are not buying the Service as a consumer**
- **our total liability to you is the price you paid for the Service, and**
 - **we fully exclude liability for indirect or consequential loss.**
- These exclusions do not apply to loss linked to death or personal injury caused by our negligence or our wilful act or which relate to any fraud we cause.**

Changes to these Conditions

24. We may change or update these Conditions from time to time, but this change does impact the Agreement unless we are required to change the Conditions by law. If you are an Online Customer the version of these Conditions we send you with the Confirmation applies to the Agreement. If you are a Walk-up Customer the Conditions that are shown on our website on the day you commence the Service are the Conditions that apply to the Agreement. If by law we are required to change the Conditions, we will email the updated conditions or make them available to you. If a Court finds that any sections of these Conditions are invalid or unenforceable the remaining sections or parts of sections continue in full force.

Privacy Policy and Personal Data

25. We may process personal data we receive from you in accordance with our Privacy Policy <https://www.dublinairport.com/privacy-policy>.

Legal Disputes

26. The Agreement is governed and construed under the law of Ireland (excluding the law of Northern Ireland).
27. The Courts of Ireland have non-exclusive jurisdiction to determine disputes.