

# DSA Premium Lounge - Booking & Payment Terms

## Introduction

These are the terms and conditions upon which we accept bookings on line or by telephone to use the Premium Lounge. It is important that you read them and understand them before completing your Booking.

The Conditions of Use also apply and form part of the same contract that is created by a Booking. These are set out below. Again please read them and understand them before completing your Booking.

When reading these Booking & Payment Terms the following words or phrases have the following meanings:-

- “Airport” means Doncaster Sheffield Airport Ltd (DSAL).
  - “Booking” means any booking for the use of the Premium Lounge at the Airport.
  - “Booking and Payment Terms” means these booking and payment terms.
  - “Booking Period” means the date and period that you specify for your use of the Premium Lounge which runs from 3 hours before your stated flight departure time.
  - “Charges” means the charges paid by the Customer for use of the Premium Lounge in accordance with a Booking.
  - “Conditions of Use” means the conditions of use published on our website at [www.flydsa.co.uk](http://www.flydsa.co.uk)
  - “Customer” means the person, firm or company booking the use of the Premium Lounge.
  - “Premium Lounge” means the dedicated waiting area operated by Doncaster Sheffield Airport within the departure lounge of the Airport, after security.
  - “Maximum Stay” means a continuous period of 3 hours ending at your stated flight departure time.
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- “We, us, our” means Doncaster Sheffield Airport Ltd.
  - “You, your” means any person who makes a Booking or (where the context allows) uses the Premium Lounge.

Words in the singular shall include the plural and vice versa, references to any gender shall include the other reference to legal persons shall include natural persons and vice versa.

The headings are for information only and do not affect the interpretation of these Booking and Payment Terms. These Booking & Payment Terms and any Booking resulting from them are subject to English Law.

We are not liable for any claim arising out of the use of the Premium Lounge.

We are not able to guarantee that all facilities and services will be available within the Premium Lounge at any given time.

## 2. The Agreement between you and us

2.1 These Booking and Payment Terms apply to your Booking. So do the Conditions of Use.

2.2 We intend relying on both the Booking and Payment Terms and the Conditions of Use. If

there is anything you do not understand or do not agree with please discuss this with us before you make your Booking

2.3 Our employees or authorised agents are not permitted to make any representations unless these are confirmed in writing. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.

2.4 Nothing in these Booking and Payment Terms or the Conditions of Use affects your statutory rights.

2.5 If you book online a binding agreement will exist between you and us after you have transmitted a completed booking form to us and we have sent our e-mail acknowledgement to you in accordance with condition 3 below.

2.6 If you book over the telephone a binding agreement will exist between you and us when our Premium Lounge Team gives your booking reference to you in accordance with condition 4 below.

### **3. How to Book Online**

3.1 If you wish to use the Premium Lounge and book online please visit [www.flydsa.co.uk](http://www.flydsa.co.uk). You will be required to make full payment by credit or debit card and should then await your booking confirmation number which will be shown at the end of the reservation process.

3.2 Once we have received your completed online reservation, we will send an e-mail to you at the address you have given on the booking form. That e-mail will include a booking reference which you need to quote if you want to contact us about your Booking.

3.3 Please check straight away that the information given on the booking confirmation is correct. We would please ask you to let us know immediately if it is not. Our contact details are set out below.

3.4 The Booking is personal to the person making it. It cannot be transferred to any other person. We may also send to you details of future Airport offers. If you do not want to receive such e-mails, please tell us by e-mailing us at [rha-premium@flydsa.co.uk](mailto:rha-premium@flydsa.co.uk).

### **4. How to Book over the Telephone**

4.1 If you wish to use the Premium Lounge and book by telephone please call our Lounge Team on 01302 801057.

4.2 The Premium Lounge Team will complete your booking form by taking the relevant details from you. On completion of the booking you will be given a Booking reference which you need to quote if you want to contact us about your Booking.

4.3 The Booking will be completed when we give you your Booking reference. If you provide us with an e-mail address we will e-mail a confirmation of your Booking to you.

4.4 Please check straight away that the information given on any Booking confirmation is correct. Let us know immediately if it is not. Our contact details are set out below.

4.5 The Booking is personal to the person making it. It cannot be transferred to any other person.

## **5. Amending or Cancelling a Booking**

5.1 You may cancel your Booking at any time before commencement of the Booking Period and you will be refunded the Charges you have paid. In the event of failure to use the Premium Lounge for any reason you will not be entitled to a refund.

Cancellation or Amendment can be made on the 'Manage my Booking' section via the DSA website at [www.flydsa.co.uk](http://www.flydsa.co.uk).

## **6. Charges and How to Pay**

6.1 The Charges that you are quoted includes VAT and are fixed when you make your Booking.

6.2 You can pay for your Booking by using any of the credit or debit cards that we accept. Details are shown on the booking form. We may charge for the use of credit or debit cards, and the charge may vary according to which card you use. We do not accept payment by cash or cheque.

## **7. What to do on Arrival**

We do not issue tickets. When you arrive at the Premium Lounge you must present your booking confirmation and booking reference number. Admission will be at the absolute discretion of the Lounge or Airport Duty Manager.

## **8. Period of Use**

8.1 The periods during which you can use the Premium Lounge is limited to the Maximum Stay.

8.2 We will not accept any liability if you cannot use the Premium Lounge for the whole or any part of your Booking Period.

## **9. Comments and Complaints**

9.1 Any comments - good or bad - relating to the booking procedure should be made in writing to us at our address below, or email [rha-premium@flydsa.co.uk](mailto:rha-premium@flydsa.co.uk). If you feel the need to complain, please give us as much information as possible. This will make it easier for us to deal with your complaint.

9.2 We will try and answer all complaints within 5-7 working days. If we cannot, we will tell you when we expect to be able to do so.

9.3 Any comments relating to the Premium Lounge should be addressed to Customer Services, Premium Lounge, Doncaster Sheffield Airport Ltd, First Avenue, DONCASTER, DN9 3RH.

## **10. How to Contact Us**

By e-mail

E-mail us at: [rha-premium@flydsa.co.uk](mailto:rha-premium@flydsa.co.uk)

By Telephone

Telephone us on: 01302 801057 during the lounge opening hours which can found on [www.flydsa.co.uk](http://www.flydsa.co.uk)

In Writing

Write to us at: Premium Lounge, Doncaster Sheffield Airport Ltd, First Avenue, DONCASTER, DN9 3RH.

## **Premium Lounge - Conditions of Use**

### **1. General**

1.1 "Airport" means Doncaster Sheffield Airport Ltd (DSAL)

1.2 "LAL" means Doncaster Sheffield Airport Ltd whose registered office is at Doncaster Sheffield Airport Ltd, Doncaster, DN9 3RH

1.3 "Charges" means the charges paid by the Customer to the Airport, or on its behalf, in respect of the Premium Lounge.

1.4 "Customer" means the person, firm or company booking the use of the Executive Lounge

1.5 "Premium Lounge " means the Premium waiting area operated by Doncaster Sheffield Airport Limited in the departure area of the Airport with seating and refreshment facilities including but not limited to:

- (a) a range of alcoholic beverages, wines, beers and spirits;
- (b) a variety of soft drinks;
- (c) tea and coffee;
- (d) a choice of hot and cold snacks;
- (e) a range of magazines and newspapers;

### **2. Formation of Contract**

2.1 The Premium Lounge is provided and operated by Doncaster Sheffield Airport Ltd subject to these terms and conditions, which the Customer shall indicate and signify acceptance of by booking the Premium Lounge and paying the Charges.

2.2 No representative, employee or sales person or agent of Doncaster Sheffield Airport Ltd has authority to vary, amend or waive any of these conditions.

### **3. Lounge Facilities**

3.1 All specifications, descriptions, drawings, photographs or illustrations of the Premium Lounge and any advertising matter and sample books are only intended to serve as a guide and not to be relied upon by the Customer or treated as binding or as forming part of these conditions or any contract with the Customer.

3.2 DSAL shall use its reasonable endeavours to make the Premium Lounge available during the hours advertised, but reserves the right to vary the hours of operation or close the Premium Lounge due to refurbishment, relocation or otherwise in which case an alternative Premium Lounge will be provided or a refund of the Charges will be made at the discretion of DSAL.

3.3 DSAL shall use its reasonable endeavours to ensure a suitable environment is maintained in the Premium Lounge including but not limited to keeping the Premium Lounge clean and tidy, ensuring staff are on hand to respond to any queries and ensuring the removal from the lounge area of any persons whose behaviour is unsuitable.

3.4 DSAL shall have the right to refuse a Customer entry to the Lounge Facilities for any statutory, regulatory or Airport policy reasons including but not limited to health and safety policies or fire regulations.

3.5 In order to maintain Customer expectations children under the age of 16 are only permitted into the Premium Lounge if accompanied by an adult.

3.6 The Premium Lounge forms part of the Airport and is subject to Airport Byelaws from time to time in force.

### **4. Charges**

4.1 Charges payable for the Premium Lounge shall be as stated in DSAL's price list (current at the date of booking). Prices are inclusive of VAT.

### **5. Terms of Payment**

5.1 Customers shall make payment for the Premium Lounge when booking by entering the details of their debit or credit card onto the on-line booking form, provided that such credit or debit card is listed as acceptable to DSAL on the booking form instructions.

5.2 Unless otherwise agreed in writing, the Customer shall not be entitled to any discount.

## **6. Customer's obligations**

Customers shall: -

6.1 dress to a standard reasonably to be expected from someone entering a Premium Lounge including no football shirts. DSAL reserves the right to exclude entry in their absolute discretion. In such circumstances no refund will be given.

6.2 not smoke.

6.3 not remove food, drink, newspaper or magazines.

6.4 not sleep in the Premium Lounge.

6.5 not cause disruption or annoyance to other customers.

6.6 observe Airport Byelaws.

6.7 comply with the directions and requests of staff employed at the Premium Lounge.

## **7. Limitation on Liability**

7.1 Subject to clause 7.2, DSAL shall not under any circumstances be liable for any indirect, special or consequential loss, including but not limited to loss of profit, loss of contract, loss of revenue or loss of business, howsoever arising whether in contract, tort (including negligence) or statutory duty or otherwise.

7.2 DSAL shall not exclude or limit loss arising from death or personal injury caused by negligence.

7.3 Subject to clause 7.2 above, the aggregate liability of DSAL, (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) to the Customer for any loss or damage (whether asserted by the Customer or third parties), of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charges paid by the Customer for the use of the Premium Lounge.

7.4 DSAL shall under no circumstances be liable for any Customer failing to board his flight and DSAL has no obligation to make flight announcements.

7.5 DSAL shall not under any circumstances be liable or responsible for the personal belongings of any Customer, and a Customer shall take personal belongings into the Lounge Facilities area solely at his/her own risk.

7.6 All information, recommendations and advice given by or on behalf of DSAL to the Customer regarding Airport services or flight details are given without liability on the part of DSAL.

7.7 The Customer shall fully indemnify and compensate DSAL, its employees, sub-contractors and agents in respect of all actions, suits, claims, demands, costs, charges or expenses arising (whether asserted by the Customer or third party) out of or in connection with the use by the Customer of the Premium Lounge which:

- (a) are in excess of DSAL's liability set out in clause 7.3 above; and
- (b) are caused directly or indirectly through the act or omission, wilful misconduct or negligence of the Customer.

## **8. Force Majeure**

8.1 DSAL shall not be liable to the Customer for any loss or damage caused to or suffered by the Customer as a direct or indirect result of the provision of the Premium Lounge by or on behalf of DSAL being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of DSAL.

## **9. Waiver**

9.1 The right powers and remedies provided pursuant to these conditions are cumulative and do not exclude or affect any rights, powers or remedies provided by law. No delay in exercising or not exercising by DSAL of any rights or remedies under these conditions shall operate as a waiver or lease of that right, power or remedy.

## **10. Variation**

10.1 No amendments or variation of these conditions shall be effective unless made in writing and signed or issued by DSAL.

## **11. Governing Law**

11.1 These conditions shall be construed in accordance with English law, DSAL and the Customer hereby submit to the exclusive jurisdiction of the English courts.