

## Terms and Conditions of Use of Platinum Services, Dublin Airport

This document sets out the terms and conditions of use for Platinum Services at Dublin Airport which is provided by daa plc, (“daa”). “We”, “our” and “us” are references to daa. “You”, “your” “passenger” and “user” are references to any person who uses Platinum Services and/or any person who makes a booking with Platinum Services for and on behalf of any person, as the context requires.

**All persons who make a booking for Platinum Services (whether for themselves or on behalf of somebody else) and/or use Platinum Services are deemed to accept these terms and conditions.**

### Our Service

Platinum Services is a twenty four hour private terminal operating at Dublin Airport. The terminal opens 7 days a week, 364 days a year (the terminal does not open on Christmas Day).

Passengers using Platinum Services will enjoy the following:

- access to a suite<sup>1</sup> with complimentary snacks/light refreshments and daily news papers/magazines;
- use of a dedicated private security lane located beside the suites;
- private vehicle transfer between the suite and aircraft the passenger is using;
- luggage check-in service for up to a maximum of ten (10) pieces of hold luggage for and on behalf of each passenger boarding a flight from the suite (please refer below for further details on this check-in service)<sup>2</sup>;
- assistance with any VAT reclaim (please notify Platinum Service 24 hours in advance to avail of this service);
- personal shopping experiences (please notify Platinum Service 24 hours in advance to avail of this service);

The above services are provided for up to a maximum of twelve (12) passengers per suite travelling together on the same aircraft, whether such aircraft has arrived or is departing from Dublin Airport.

1 Our aim is to accommodate passengers and their group in a private suite within Platinum Services. In the event that a private suite is not available, we may, at our sole discretion, accommodate a number of persons/ groups within shared suites or elsewhere within Dublin Airport

2 Passengers should ensure luggage dimensions and weight adhere to chosen airline policy. For health and safety reasons no item of luggage can weigh more than 32kg

### **Duration Time and Access to Suite**

Passengers departing from Dublin Airport

- access to the suite is provided for periods of up to 2 hours and 30 minutes beginning at the time the first passenger in the group enters the suite
- access to the suite is provided for period of up to 1 hour and 30 minutes beginning at the time the first passenger in the group enters the suite

### **Passengers arriving at Dublin Airport**

In the event that passengers require use of suite for a longer period than set out above, please notify Platinum Services as soon as possible and we will use our best endeavours to accommodate the request.

### **Luggage Check-In Service**

This service involves us liaising with the passenger's airline to screen, transport, check-in and label the passenger's luggage. The airline may request that the passenger completes a form in order for us to provide this service. Additionally or alternatively, the airline may request to speak with the passenger directly to ask security questions during the check-in process. If the passenger is unable to comply with the airline's requests, we may not be in a position to provide the check-in service and we will not make any partial refunds in this regard.

If there is a requirement to check-in more than ten (10) items of hold luggage per passenger boarding a flight, please notify us in advance and we will charge an additional fee of €100.00 (excluding VAT) per ten (10) additional pieces of hold luggage (the Platinum Services handling fee will be pro-rated where the hold luggage carried is not in multiples of 10). Notwithstanding the preceding sentence, passengers should satisfy themselves as to the maximum number of hold luggage that their airline will allow – we must at all times comply with the applicable airline's rules in this regard.

Airlines often charge excess luggage fees to passengers wishing to check in more bags than their allocated maximum allowance and similarly may charge for overweight luggage. If passengers wish for us to check in more bags than their allocated allowance or overweight luggage, they must directly arrange this with their airline and any excess luggage fee or overweight luggage fee imposed by the Airline will be borne by the passenger (this is in addition to any fee charged by us for providing the luggage check-in service).

We accept no liability for any damage or loss suffered by passengers in connection with having excess and/or overweight luggage and it not being accepted by the airline. For security reasons, we are unable to store luggage in Platinum Services for any passengers.

### **Facilitating Passenger Requests**

Our aim is to provide passengers with a stand-out service. We are happy to receive and if possible facilitate requests from passengers<sup>3</sup>.

Additional food and beverages that are not contained within the complimentary range can be made available to passengers subject to availability. We would ask passengers to place any orders for additional food 24 hours in advance of arrival to the suite, please note that additional fees will be incurred.

There are some car parking spaces directly outside of the Platinum Services Suites. An hourly and/or daily rate is applied for these spaces. Passengers should notify us in advance should they wish to use these spaces as they are available on a first come first served basis. Cars are parked at owners risk and we accept no liability in respect of any cars parked in these spaces.

We can arrange to make bookings for chauffeur and/or valet services. As these services are provided by third parties, they are subject to availability, any terms and conditions of the third party and any charges/fees imposed by the third party. We accept no liability which may arise in connection with the provision of these services by third parties.

### **Guests**

We will make reasonable efforts to accommodate up to a maximum of three non-travelling guests per group – this accommodation will at all times be at our discretion and subject to availability. Guests must arrive no earlier than 15 minutes prior to the scheduled arrival time of the passenger group and must vacate the suite once the travelling passengers have left. The names of any guests must be supplied at the time of booking otherwise they will not be permitted access to the Platinum Services suite. Guests must remain Landside at all times and will not be permitted to access any airside area nor shall they be allowed to escort the travelling passengers to the aircraft. In the event that foreign dignitaries and/or diplomats are availing of Platinum Services and wish for non-travelling persons to access the airside area, we will make reasonable efforts to facilitate any advance requests made by the Department of Foreign Affairs or Embassies however at all times we must enforce the applicable legislation which includes enforcing all Aviation Security Standards

### **Your End of the Bargain**

Passengers and their luggage must arrive at Platinum Services in Dublin Airport at the time specified by the relevant airline but in any event no less than 90 minutes prior to flight departure time. Late arrival may result in the airline refusing to accept passengers and/or luggage for the flight. In such circumstances, the charge for the Platinum Services will not be refundable. Passengers are advised to allow further time when travelling to the United States of America.

Passengers must comply with any direction or instruction given by any daa officers, personnel or other security personnel and all applicable security, customs and immigration regulations.

3 Additional services requested from passengers are not included in the fees for using Platinum Services. We will take payment for these additional services from the card or payment method used at the time of booking, unless otherwise notified.

The Platinum Services area and suites must not be used for any unlawful purpose or in any manner which infringes the rights of, or inhibits the peaceful use and enjoyment of Platinum Services by any other user. In order to preserve the privacy and confidentiality of other users, all users of Platinum Services must conduct themselves in an appropriate manner and must not approach any other users, disclose the presence of such users to any third party and/or take photos or recordings of other users. We reserve the right, in our sole discretion, to remove any persons from the Platinum Services areas and suites in the event of inappropriate conduct.

We reserve the right to charge the payment method or card used for the booking after departure for any damage caused to the suites or for any items which are removed from the suites by passengers or guests.

### **How to Make a Booking**

Passengers must have a flight reservation before making a Platinum Services booking. You may make a booking by calling our telephone booking and enquiry line on +35(0)1 814 4895; emailing [platinumservices@dublinairport.com](mailto:platinumservices@dublinairport.com); using an agent/reseller; using our online booking portal service (please see below).

We operate a secure online booking service which enables users to:

- view these terms and conditions;
- make a booking for Platinum Services online; and
- make payment online by credit or debit card.

Where a booking is made by somebody other than the travelling passenger, that person shall procure that each passenger is aware of and accepts these terms and conditions (including those relating to the provision of personal and travel information). Where a booking is made on behalf of any passenger(s), the person making the booking warrants that he/she has the permission of each passenger to pass on his/her personal information. In the case of passengers who are 16 years or under, the consent of his/her parent/guardian is required prior to any personal data being provided and the person making the booking confirms that he/she has received such consent.

- to provide the platinum service;
- to fulfil and satisfy all relevant security, immigration, customs, operational and border control requirements – this can include passing on and sharing any such information to government authorities (including customs and immigration) for border control and aviation security purposes;
- to enable daa carry out statistical and marketing analysis and to feed such data to our business intelligence data warehouse;
- to contact passenger to offer products and services that we think might be of interest; and
- for administrative, financial reporting, auditing and legal purposes.

Providing incomplete or inaccurate data/information may result in a booking being refused or later cancelled by us. If any information supplied at the time of booking is incorrect we reserve the right to

refuse to provide the service.

Passport information for each travelling passenger will be required at the time of booking. **The passport information provided at the time of the booking must be the passport that the travelling passenger will travel on.**

### **Platinum Services Account**

When using the online booking service, you will be offered the opportunity to create a Platinum Services Account. The Platinum Services Account stores historical data relating to your previous bookings thus making it easier for you to make future bookings. This historical data includes details of previous bookings, including personal information on the passengers booked. The Platinum Services Account also gives you the opportunity to register one or more credit cards to make payments. Please note, credit card details are never stored in the system, instead a unique, encrypted token linked to the card is stored which allows a secure payment to be processed between Platinum Services and our payment services provider.

### **Your Booking Details and how this Information is Used**

We will gather and store certain personal information relating to (a) each passenger who is booked to use the service and (b) the person who makes the booking (whether or not he/she is actually going to use the service). This personal information can include names, addresses, gender, nationality, date of birth, telephone numbers, email addresses, passport or Government Issued ID card details, flight/land travel details and if passengers choose to book car parking services we will also require vehicle registration details.

The information will be used by us:

The information will be retained for a six year period in accordance with appropriate legislation and our privacy policy, such six year period beginning on the actual date that you use the service. Our Privacy Policy can be accessed at <https://www.dublinairport.com/terms-conditions>

### **Bookings Made on Behalf of Passengers**

Where a booking is made by a person other than the travelling passenger, that person shall procure that each passenger using Platinum Services is aware of and accepts these terms and conditions (including those relating to the provision of personal and travel information). The person making the booking warrants that he/she has the permission of each passenger to use the personal information taken by us to process the booking.

**If making a booking for a passenger under the age of sixteen, the person making the booking warrants that he/she has the explicit consent of such underage passenger's parent or guardian for us to obtain and use the passenger's personal information.**

### **Cancellation**

Platinum Service is exempted from the cancellation rights under the European Union (consumer information, cancellation and other rights) Regulations 2013 by virtue of Regulation 13 (1) (n) and (o). Once a booking is placed with us, there is no automatic right of cancellation.

Notwithstanding the above, a full refund will be given for any cancellations made at least 48 hours in advance of the time the service was scheduled to be provided. A 50% refund will be given for cancellations that are made less than 48 hours but more than 24 hours in advance of the time the service was scheduled to be provided. Please note that cancellation includes decreasing the number of passengers on the booking. No refunds will be made in respect of any “no shows” or cancellations made with less than 24 hours’ notice. All refunds will be made to the original card or payment method on which the initial payment was made.

You can make cancellations by calling our telephone booking and enquiry line on +35(0)1 814 4895; emailing [platinumservices@dublinairport.com](mailto:platinumservices@dublinairport.com); using an agent/reseller; and/or using our online booking portal service.

We reserve the right to cancel bookings for any reason including, without limitation, operational, safety, capacity or security requirements. A full refund will be provided on the rare occasion when we cancel a booking.

### **Platinum Services Prices**

Prices advertised on the website or in any quotation may be changed or withdrawn by us at any time. Unless an account is held with us or payment has already been taken by one of our booking agents or resellers, payment will be taken in full at the time of booking at the agreed rate plus any applicable VAT or taxes. Payment for Platinum Services in cash/cheque is not accepted.

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and/or
- any other liability which cannot be limited or excluded as a matter of law.

Passengers (or those making bookings on their behalf) may from time to time be offered the opportunity to make an advance purchase of multiple uses of the Platinum Services at a discounted rate. Such purchase does not guarantee availability of Platinum Services and the process set out in these terms and conditions must be followed to confirm a booking. Where an advance purchase is made, bookings must be made within 12 months failing which any unused credit from the advance purchase will be forfeited and non-refundable.

### **Unaccompanied Minors**

Minors are all persons who are under the age of sixteen. We can facilitate unaccompanied minors passing through the private security lanes and boarding an aircraft once we have received a suitable letter from the minor’s parent/guardian. However, for health and safety reasons, unaccompanied minors are not allowed stay in the suite and a parent/guardian must stay in the suite with the minor until such time that the minor is brought to the aircraft. In the case of minors arriving at Dublin Airport, we request that a parent/guardian arrives at the suite to collect them.

### **Your Attention is Particularly Drawn to the below conditions**

Every airline operates its service using its own terms and conditions. Passengers must comply with their chosen airline terms and conditions (including any luggage restrictions) at all times. Passengers are solely responsible for monitoring their chosen airline schedules and any potential changes to flight times and are responsible for ensuring they meet the appropriate passport, visa and health requirements. We accept no responsibility in the event that a passenger’s airline prohibits him/her

**Bord Stiúirthóirí daa | daa Board of Directors** Pádraig Ó Ríordáin (Cathaoirleach/Chairman), Niall Greene, Patricia King, Colm McCarthy, Des Mullally, Barry Nevin, Eric Nolan, Paul Schütz (Gearmánach/German), Denis Smyth, Gerry Walsh, Dalton Philips (Príomhfheidhmeannach/Chief Executive).

**Oifig Chláraithe** Aerfort Bhaile Átha Cliath, Co. Bhaile Átha Cliath **Uimhir Chláraithe** 9401, Éire. Is ainm gnó cláraithe de chuid daa plc atá in Aerfort Bhaile Átha Cliath. **Registered No.** 9401, Ireland. **Registered Office** Dublin Airport, Co. Dublin. Dublin Airport is a registered business name of daa plc.

from travelling for any reason howsoever arising or in the event that a passenger incurs loss/damage due to a flight delay and/or cancellation. We will not intervene in any dispute between passengers and an airline.

Our total aggregate liability whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with the provision of Platinum Services is limited to €5,000 per booking. Notwithstanding the previous sentence, nothing in these terms and conditions limits or excludes either of our liability for:

We accept no liability for any losses, delays or disruptions incurred by you as a result of incorrect information being supplied to daa and/or as a result of any third parties' acts or omissions including acts/omissions of airlines, security and border control authorities and ground handlers. We are not liable to passengers for any loss of profits, loss of revenue or indirect or consequential loss.

Platinum Services are offered at all times subject to availability. Any complaints regarding Platinum Services should be addressed in writing to Platinum Services Business Services Manager, Platinum Services, Arrivals Road, Terminal 1, Dublin Airport.

These Terms and Conditions are subject to Irish law and any dispute shall be subject to the non-exclusive jurisdiction of the Irish courts. Nothing in these Terms and Conditions affects passenger's statutory rights. We reserve the right to amend these Terms and Conditions at any time. Passengers are advised to visit <https://www.dublinairport.com/terms-conditions> regularly to check for updates.