

LoungeKey – Conditions of Use

1. LoungeKey is a program that enables access to airport lounges by means of an eligible payment card, loyalty card, electronic pass, barcode or any such other form of access as detailed by LoungeKey in writing from time to time in its sole discretion (the “Means of Access”), any of which may be provided directly by LoungeKey, or through a partner organization. The Means of Access must be presented at an airport lounge and will be checked and verified to validate the LoungeKey customer’s eligibility to enter and use the airport lounge.
2. The LoungeKey customer agrees that by using the LoungeKey program, they agree to and accept these Conditions of Use. These Conditions of Use will prevail over any other terms and conditions provided to the LoungeKey customer in relation to use of the LoungeKey program.
3. Use of the LoungeKey program is not transferable and LoungeKey customers may only use the LoungeKey program until either the expiry date shown on the LoungeKey website or app, or until the expiry of the benefit offered by a partner organization. The LoungeKey program may not be used by any person other than the eligible LoungeKey customer.
4. Where a payment card is used as the Means of Access for LoungeKey, no point of sale transaction takes place. A charge may be made later, if applicable according to the terms of the LoungeKey benefit offered by a partner organization.
5. Admittance to a lounge is conditional upon presentation of an eligible Means of Access, together with personal identification such as passport, national identity card or boarding pass.
6. Lounge visits may be subject to a per person per visit charge. Where applicable (dependent upon the benefit offered by an applicable partner organization), visit charges, including those for accompanying guests, may be debited to the LoungeKey customer’s payment card by (i) LoungeKey or (ii) the partner organization as per the rates and terms notified by (i) LoungeKey or (ii) the partner organization to the LoungeKey customer in respect of their participation in the LoungeKey program.
7. LoungeKey may amend the lounge visit charges at any time on providing 30 days’ notice in advance of such change. Where the LoungeKey customer receives the LoungeKey program through a partner organization any changes in lounge visit charges shall be notified to the partner organization who is responsible for advising the LoungeKey customer. The LoungeKey customer agrees that the LoungeKey group of companies is not responsible for any disputes that may occur between the LoungeKey customer and the applicable partner organization nor for any loss incurred by the LoungeKey customer relating to any lounge visit charges debited by the partner organization.
8. In the event that the LoungeKey customer does not accept any change in the lounge visit charges, the LoungeKey customer shall have the right to terminate their access to the LoungeKey Program on providing notice in writing directly to LoungeKey, or to the partner organization who will be responsible for informing LoungeKey and liable for any costs the LoungeKey customer incurs as a result of its failure to inform LoungeKey of such termination.
9. When presenting the Means of Access on entering the lounge, LoungeKey customers are required to inform lounge staff that they wish to enter the lounge using the LoungeKey program. Lounge staff will verify eligibility to enter the lounge by checking the Means of Access visually and then electronically recording the means of access through a card reader, or otherwise entering the details into a secure system. Lounge staff will also enter the number of guests (if any) accompanying the LoungeKey customer. If requested, the LoungeKey customer must sign the card reader screen, which will reflect the number of accompanying guests, if any.
10. The electronic record of the LoungeKey customer’s Means of Access will be considered valid evidence of the LoungeKey customer visiting the lounge.
11. Access to the lounges for children and the fees for such visits varies across the lounges and the LoungeKey customer is advised to check the individual lounge description before travelling.
12. All participating lounges are owned and operated by third party organizations. The LoungeKey customer and accompanying guests must abide by the rules and policies of each participating lounge and the

LoungeKey customer accepts that registering for a lounge does not guarantee continued access. The LoungeKey customer accepts that the LoungeKey group of companies has no control over the lounge operator's decision whether to admit any LoungeKey customer, the number of people allowed in any lounge at any time, facilities offered, the opening/closing times, the length of time which LoungeKey customers may spend in the lounge and any charges payable for extended lounge visits or the personnel employed by the lounges. The administrators of LoungeKey will use reasonable endeavours to ensure the benefits and facilities are available as advertised, but the LoungeKey customer accepts that the LoungeKey group of companies does not warrant nor guarantee in any way that all or any of the benefits and facilities will be available at the time of the LoungeKey customer's visit.

13. The LoungeKey customer further accepts that the LoungeKey group of companies is not liable for any loss to the LoungeKey customer, or any accompanying guests, arising from the provision or non-provision (whether in whole or in part) of any of the advertised benefits and facilities.
14. Participating lounges have no obligation to announce flights and the LoungeKey customer accepts that the LoungeKey group of companies shall not be held liable for any direct or indirect loss resulting out of any LoungeKey customer and/or accompanying guests failing to board their flight(s). It is the LoungeKey customer's responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.
15. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited or unavailable. In such cases the LoungeKey customer is responsible for paying any charges for additional consumption direct to the lounge staff. (See individual lounge descriptions for details.)
16. Telephone and Wi-Fi facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage of telephone facilities is normally limited to local calls only. Charges for any other lounge facilities are at the discretion of each lounge operator and the LoungeKey customer is responsible for paying these direct to the lounge staff.
17. Admittance to lounges is strictly subject to LoungeKey customers and any guests being in possession of a valid flight ticket and travel documents for the same day of travel. Airline, airport and other travel industry employees traveling on reduced-rate tickets may not be eligible for access. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if LoungeKey customers are traveling between Schengen countries (an up to date list of Schengen countries is detailed at http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index_en.htm.)
18. Admittance to lounges is subject to LoungeKey customers and any guests (including children) behaving and dressing in accordance with the relevant lounge terms and conditions and any person not complying with such terms and conditions may be asked to vacate the lounge facilities. The LoungeKey group of companies is not liable for any loss suffered by the LoungeKey customer and any guests where a lounge operator has refused admission because the LoungeKey customer and/or guests have not complied with these conditions.
19. To the fullest extent allowed by law, the LoungeKey group of companies accepts no responsibility for the actions of the LoungeKey customer when using any participating lounge and shall not be responsible for any personal belongings brought into a lounge by LoungeKey customers.
20. Any lost, stolen or damaged Means of Access must be notified to the relevant partner organization who shall be responsible for providing a replacement. LoungeKey shall not be responsible for replacing any lost, stolen or damaged Means of Access and shall not be liable for any inability of a LoungeKey customer to access the LoungeKey program during any period that any Means of Access is being replaced.
21. In the event of a LoungeKey customer cancelling either their LoungeKey membership, or the relationship with the partner organization through which their LoungeKey membership is granted, the LoungeKey Means of Access will be cancelled with effect from the effective date of that cancellation. Any lounge visits made by a LoungeKey customer using an invalid Means of Access, including any guests, shall be charged to that LoungeKey customer. In the event that access to the LoungeKey program has been revoked due to the LoungeKey customer's payment card being cancelled, LoungeKey reserves the right

to pursue legal action to recover any outstanding charges. Cancellation of membership must be in writing to LoungeKey.

22. Renewal terms and conditions are at the sole discretion of LoungeKey. LoungeKey has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.
23. If the LoungeKey customer has agreed to automatic billing, LoungeKey membership will be automatically renewed if the LoungeKey customer does not cancel such membership, in writing, at least 30 days prior to the end of the membership.
24. The LoungeKey group of companies shall not be held responsible for any disputes or claims that may occur between the LoungeKey customer and/or any guests and a lounge operator, and the LoungeKey group of companies shall not be liable for any costs, damages, losses or expenses related to such disputes.
25. The LoungeKey group of companies reserves the right at any time in its sole discretion and without notice to revoke membership to LoungeKey or to terminate the LoungeKey program.
26. The LoungeKey customer agrees that s/he will defend and indemnify the LoungeKey group of companies, its directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the LoungeKey customer or any other person accompanying the LoungeKey customer, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.
27. LoungeKey makes no representations as to any income, use, excise or other tax liability of LoungeKey customers as a result of their LoungeKey benefit. Cardholders are advised to check with their accountant or tax adviser for further information. The LoungeKey customer is solely responsible for any tax liability as a result of LoungeKey benefit.
28. By participating in the LoungeKey program, the LoungeKey customer consents to any personal data being used in accordance with the LoungeKey privacy policy available at www.loungekey.com or available on written request to LoungeKey at Cutlers Exchange, 123 Houndsditch, London EC3A 7BU, UK.
29. Any LoungeKey customer with concerns or complaints should contact LoungeKey, and all complaints relating to any lounge visit should be made directly to LoungeKey within six months of the relevant lounge visit.
30. The LoungeKey group of companies is constantly trying to improve the services it provides to LoungeKey customers, therefore LoungeKey may occasionally monitor telephone calls from LoungeKey customers to maintain and enhance its services.
31. LoungeKey reserves the right at all times to make any changes to these Conditions of Use subject to giving LoungeKey customers reasonable notice as appropriate in the circumstances.
32. To the extent permissible by local law or regulation these Conditions of Use shall be governed by and construed in accordance with English law and LoungeKey and the LoungeKey customer submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of them.
33. Any provision of these Conditions of Use declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of these Conditions of Use.
34. If there is any conflict in meaning between the English language version of these Conditions of Use and any version or translation of these Conditions of Use, the English language version shall prevail.

Last update on May 7th, 2018