



## **Terms and Conditions upon which Guests may utilise Airport Lounge Facilities – Issued July 2014**

### **1. Access to Lounge**

- 1.1 A Guest is any person admitted, subject to available capacity, to the Breeze Priority Lounge at Southampton Airport by Southampton International Airport Limited (the "Airport") or its third party operator of Lounge Facilities (the "Operator") by virtue of having made a valid pre-booked reservation, paying the published "roll-up" price or holding valid entry credentials from an airline or membership scheme with which the Airport has agreed Lounge Facility access.
- 1.2 The Airport or the Operator shall have the right, without any liability, to refuse a Guest entry or require to a Guest to leave the Lounge Facilities for any statutory, regulatory or Airport policy reasons including but not limited to health and safety policies or fire regulations.

### **2. Guest's obligations**

- 2.1 The Guest shall ensure that he/she is at all times appropriately dressed and shall behave in an appropriate manner.
- 2.2 Guests must not remove food or drinks from the Lounge Facilities and will be asked to refrain from consuming food and/or drinks in the Lounge Facilities other than food and/or drinks provided in the Lounge Facilities.
- 2.3 The Guest agrees to adhere to the no smoking policies in operation in any of the Lounge Facilities.
- 2.4 Any Guest under the age of 18 years of age must be accompanied by and be the responsibility of an adult Guest at all times whilst in the Lounge Facilities.
- 2.5 The Airport and/or the Operator reserve the right at their sole and absolute discretion, without any liability, to refuse entry or to remove any Guest whose behaviour or mode of dress is considered by the Airport or the Operator to be unsuitable or is likely to offend other Guests or for any other breach of these Terms & Conditions.

### **3. Limitation on Liability**

- 3.1 Subject to clause 3.2, the Airport and/or the Operator shall under no 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.
- 3.2 The Airport does not exclude loss arising from death or personal injury caused by its negligence.
- 3.3 Subject to clause 3.2 above, the aggregate liability of the Airport and the Operator, (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) to the Guest for any loss or damage (whether asserted by the Guest or third parties), of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charges paid by the Guest for access to the Lounge Facilities.
- 3.4 Neither the Airport nor the Operator shall under any circumstances be liable for any Guest failing to board his/her flight and neither the Airport nor the Operator has any obligation to make flight announcements.
- 3.5 Neither the Airport nor the Operator shall under any circumstances be liable or responsible for the personal belongings of any Guest, and a Guest shall take personal belongings into the Lounge Facilities area solely at his/her own risk.
- 3.6 All information, recommendations and advice given by or on behalf of the Airport or the Operator to the Guest regarding Airport services or flight details are given without liability on the part of the Airport or the Operator.
- 3.7 The Guest shall fully indemnify and compensate the Airport and the Operator, their employees, sub-contractors and agents in respect of all actions, suits, claims, demands, costs, charges or expenses arising (whether asserted by the Guest or third party) out of or in connection with the provision of the Lounge Facilities which:
- (a) are in excess of the Airport's and Operator's liability set out in clause 3.3 above; and
  - (b) are caused directly or indirectly through any act or omission, wilful misconduct or negligence of the Guest.

### **4. Force Majeure**

- 4.1 The Airport and Operator shall not be liable to the Guest for any loss or damage caused to or suffered by the Guest as a direct or indirect result of the provision of the Lounge Facilities by or on behalf of the Airport being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Airport.