



Conditions of Use

1. In these Conditions of Use, the following words and expressions shall have the meanings set out against them below:

App

means the mobile application for the Program.

Customer

means any person who participates in the Program.

Lounge/s

means airport lounges which are operated by third party organisations and are available to Customers under the Program.

LoungeKey

means Lounge Key Limited of Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, Company No. 08792537.

Means of Access

means an eligible payment card, or QR code/barcode or any such other form of access as detailed by LoungeKey in writing from time to time at its sole discretion.

Merchant

means a third party provider of services for which a Means of Access card can be used.

Merchant of Record

means the organisation responsible for processing Customers payments. Lounge Key Limited is the Merchant of Record for Lounge access through the Program.

Program

means the LoungeKey program which enables access to Lounges by a valid Means of Access provided by LoungeKey, or payment card provider.

2. Conditions of Use: The Customer agrees that by using the Program, the Customer agrees to and accepts these Conditions of Use. These Conditions of Use will prevail over any other terms and conditions provided to the Customer in relation to purchase, or use of, the Program. LoungeKey reserves the right at all times to make any changes to these Conditions of Use. Customers agree that LoungeKey may provide notification by posting the Conditions of Use on the LoungeKey website and App, and that Customer use of the Program constitutes agreement to the current Conditions of Use. Customers are advised to review these Conditions of Use prior to use of the Program. Conditions of Use are effective as of the 3rd April 2018 and will apply to use of the Program from that point forward.
3. Terms: These Conditions of Use set out the terms relating to the Program. Each Lounge will have its own specific terms which will be outlined in the Lounge description on the Website or App. By using the Lounge the Customer is accepting the Lounge terms. Please read the Lounge terms carefully before Lounge access.



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4. Documentation: Use of Lounge is conditional upon presentation of an eligible Means of Access, together with any additional identification required by the Lounge (such as passport, boarding pass, national identity card or driving license).
 5. Merchant of Record: Lounge and Merchant visits are subject to a per-person, per-visit, charge. Where applicable (dependent upon the benefit offered by a payment card provider), all such visits, including those by accompanying guests, shall be debited to the Customer's payment card by (i) LoungeKey or (ii) the payment card provider as per the rates and terms notified by (a) LoungeKey or (b) the Customer's payment card provider in respect of their participation in the Program. If Customer has multiple Program memberships, the Customer is responsible for presenting the correct Means of Access or payment card to the Lounge staff for Lounge admittance, and may only use one such Program membership per visit. Any payment queries should be addressed with LoungeKey or the payment card provider and not the individual Lounges.
 6. Use of Lounge: When presenting the Means of Access on entering a Lounge, Customers are required to inform Lounge staff that they wish to enter the Lounge using the Program by referencing "LoungeKey". 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/code reader, or otherwise entering the details into a secure system. Lounge staff will also enter the number of guests, if any, accompanying the Customer. If requested, the Customer must sign the card reader screen. The electronic record of the Customer's Means of Access will be considered valid evidence of the Customer accessing the Lounge.
 7. Means of Access: Where a payment card is used as the Means of Access for the Program, no point of sale transaction takes place. A charge may be made later to the Customer's Means of Access, if applicable and according to the terms of the benefit offered by a payment card provider.
 8. Means of Access on Device: Use of the Lounge access by presenting a Means of Access on a Customer's smartphone, tablet or other device may require inspection by staff in the Lounge, including the need for the member of staff to handle the device. LoungeKey accepts no liability for any damage caused to the device by a member of staff at a Lounge location.
 9. Use and expiry: Use of the Lounge access is not transferable, and Customers may only use the Lounge access up to and including the expiry date shown on the LoungeKey website or App, or until expiry of the benefit offered by a payment card provider. Program and Lounge access may not be used by any person other than the eligible Customer.
 10. Children: Applicability of Lounge access for children varies according to each specific Lounge's policies. Therefore the Customer is advised to check the Lounge description provided within the 'Lounge Finder' link in the Program email for specific child-related provisions prior to using the Lounge access. Inclusion of children with regard to eligibility for the Lounge is at the discretion of the Lounge involved.
 11. Behavioural Standards: Use of Lounge access is subject to Customers behaving and dressing in an appropriate manner and in accordance with the relevant Lounge terms. Any Customer or guest not complying with such terms may be asked to vacate the Lounge. LoungeKey is not liable for any loss suffered by the Customer where a Lounge has refused admission or Lounge use because the Customer has not complied with the Lounge terms of this Program or the individual Lounge's terms and conditions. Customers are advised to refer to the Program website for more details, however, in general, Lounges have a smart-casual dress code and Lounges reserves the right to refuse entry based on non-suitable attire. Lounges do not allow certain items of clothing such as (but not limited to); sportswear, vest tops for men, football/rugby team shirts, sports tracksuits, clothing with offensive slogans or motifs, baseball caps, tour shirts, fancy dress, hair rollers or having hair rollers on show.



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12. Travel Documentation: Admittance to Lounges is strictly subject to Customers 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 and LoungeKey has the right to refuse Program membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security. Outside the United States of America flight tickets must be accompanied by a valid boarding pass. 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 Customers are travelling between Schengen countries (an up to date list of Schengen countries is detailed at https://ec.europa.eu/home-affairs/what-we-do/policies/borders-and-visas/schengen_en)
 13. Consumption Charges: The provision of free alcoholic drinks (where local law permits) is at the discretion of each Lounge location and in some cases may be limited or unavailable. In such cases the Customer is responsible for paying any charges for additional consumption directly to Lounge staff. See individual Lounge descriptions for details.
 14. Telephone and Wi-Fi: Telephone and Wi-Fi facilities (where available) vary and are provided at the Lounge's discretion. Free usage of telephone in Lounge facilities is generally limited to local calls only. Charges for any other services are at the discretion of each Lounge, and the Customer is responsible for paying these directly to the Lounge.
 15. Flight Announcements: Lounges have no obligation to announce flights and the Customer accepts that LoungeKey shall not be held liable for any direct or indirect loss resulting out of any Customer failing to board their flight(s). Further, it is the Customer's responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.
 16. Changes to the Program: LoungeKey may amend the Lounge or Merchant visit charges or Program at any time on providing 30 days' notice in advance of such change. Where the Customer receives the Program through a payment card provider any changes in Lounge or Merchant visit charges or Program shall be notified to the payment card provider, who is responsible for advising the Customer. In the event that a Customer does not accept a change in the Lounge or Merchant visit charges or Program, the Customer shall have the right to terminate their Program membership on providing 30 days' notice in writing directly to LoungeKey, or to the payment card provider who will be responsible for informing LoungeKey and liable for any costs the Customer incurs as a result of its failure to inform LoungeKey of such termination.
 17. Third Party Organisations: Lounges are owned and operated by third party organisations. The Customer must abide by the rules and policies of each participating location, and the Customer accepts that provision of a Means of Access for a Lounge does not guarantee access to that Lounge. The Customer accepts that LoungeKey has no control over the Lounge's decision of whether to admit any Customer, the number of people allowed in at any time, facilities offered, the opening/closing times, the length of time which Customers may spend in the location, any charges payable above and beyond those included in the Lounge access, or the personnel employed by the Lounge. LoungeKey will use reasonable endeavours to ensure the Lounge access is available as advertised, but the Customer accepts that LoungeKey does not warrant nor guarantee in any way that any or all of the Lounges will be available at the time of the Customer's visit.
 18. Loss: The Customer accepts that LoungeKey is not liable for any direct or indirect loss to the Customer, arising from the provision or non-provision (whether in whole or in part) of any of the advertised Lounges. The Customer accepts that LoungeKey is not liable for any loss or personal injury suffered inside a Lounge by any person who has entered with a LoungeKey.



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19. Personal Belongings: To the fullest extent allowed by law, LoungeKey accepts no responsibility for the actions of the Customer when participating in the Program, and shall not be responsible for any personal belongings brought into a Lounge by Customers.
 20. Lost, Stolen Means of Access: LoungeKey shall not be responsible for replacing any lost, stolen, damaged, or otherwise non-functional Means of Access, and shall not be liable for any inability of a Customer to access the Lounge during any period that any Means of Access is being replaced or updated. Any lost, stolen or damaged Means of Access must be notified to the relevant payment card provider who shall be responsible for providing a replacement.
 21. Invalid Means of Access: Any Lounge or Merchant location accessed by a Customer using an invalid Means of Access, including any guests, shall be charged to the Customer.
 22. Cancellation by Customer: In the event of the Customer cancelling either their access to the Program, or the relationship with the payment card provider or other organisation through which their Program access is granted, the Means of Access will be cancelled with effect from the effective date of that cancellation. Any Lounge or Merchant visits made by a Customer using an invalid Means of Access, including any guests, shall be charged to that Customer. LoungeKey reserves the right to pursue legal action to recover any outstanding charges. Customers who have access to the Program via a payment card provider or other organisation should contact the payment card provider or other organisation for all cancellation matters.
 23. Cancellation and outstanding charged: In the event that Program membership has been revoked due to the Customer's payment card being cancelled or an account being transitioned to a payment card that no longer participates in the Program, LoungeKey reserves the right to pursue legal action to recover any outstanding charges.
 24. Cancellation by LoungeKey: LoungeKey reserves the right at any time in its sole discretion and without notice to revoke Program membership to or terminate the Program. LoungeKey reserves the right to immediately cancel, without refund, any Program membership which is found to be in breach of these Conditions of Use.
 25. Renewal of the Program: Renewal terms and conditions are at the sole discretion of LoungeKey.
 26. Disputes: LoungeKey is not responsible for any disputes or claims that may occur between the Customer, Lounges or payment card providers, nor for any losses, costs, damages, or expenses incurred or debited. Any claims or issues arising out of or in connection with the Program regarding Lounge access should be dealt with by LoungeKey. Customers with complaints relating to any Lounge access should, within six months of the relevant Lounge access make a complaint via one of the channels listed. Contact LoungeKey: - <https://www.loungekey.com/contact-us>
 27. Indemnity: The Customer agrees that s/he will defend and indemnify LoungeKey and its directors, officers, employees, agents and affiliates (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 the Program by the Customer or any other person accompanying the Customer, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.
 28. Tax Liability: LoungeKey makes no representations as to any income, use, excise or other tax liability of Customers as a result of their Lounge or Merchant access. Customers are advised to check with their accountant or tax adviser for further information.



The Customer is solely responsible for any tax liability as a result of purchasing or using the Program, Lounge or Merchant access.

29. Personal Data: By participating in the Program, the Customer consents to any personal data being used in accordance with the Program privacy policy available on the Program website or on written request to Lounge Key Limited at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, UK.
30. Sanctions: The Customer represents and warrants that (i) the Customer is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) the Customer is not listed on any U.S. government “watch list” of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.
31. Ombudsman: Should a Customer not be satisfied with the service and dispute resolutions provided by LoungeKey, the Retail Ombudsman may be contacted on the below details:
- CDRL Consumer Dispute Resolution Ltd
12-14 Walker Avenue
Stratford Office Village
Wolverton Mill
Milton Keynes
MK12 5TW
020 3540 8063
<https://www.cdrl.org.uk>
32. Monitoring: LoungeKey is constantly trying to improve the services it provides to Customers therefore we may occasionally monitor telephone calls from Customers to maintain and enhance our services.
33. Jurisdiction: 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 Customers shall submit to the exclusive jurisdiction of English courts to resolve any disputes that arise out of them.
34. Enforceability: 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.
35. Conflict: If there is any conflict in meaning between the English language version of these Conditions of Use and any version or translation, the English language version shall prevail.

Last updated 3rd April 2018



Discount Offer Specific Terms:

If your Program membership includes access to Discount Offers, the following specific terms will be applicable:

Discount Offer

means dining, spa, and retail offers typically characterised by a discount offered by a Merchant to the Customer where the Merchant is the Merchant of Record (Customer pays the Merchant directly); generally, Merchant-funded discounts (money-off or %-off).

Merchant

means a third party provider of services for which a Means of Access can be used for a Discount Offer.

1. Merchant of Record: Merchant is the Merchant of Record for Discount Offers access through this Program. The Customer pays the Merchant directly following use of the Discount Offer.
2. Access: Discount Offers can only be accessed through the Program website or App. The Discount Offer will be applied by the Merchant following the settlement of the transaction between the Customer and the Merchant.
3. Discount Offer Terms: Each Discount Offer will have its own specific terms, which will be outlined in the Discount Offer description and accessible through the Program website or App prior to accessing. By generating a Discount Offer, the Customer is accepting the Discount Offer terms. Please read the Discount Offer terms carefully before accessing a Discount Offer.
4. Means of Access: The Means of Access will be an eligible QR code, which will be generated after selecting the Discount Offer, and will allow the Customer to use the Discount Offer with the Merchant.
5. Use of Discount Offer: In order to access the Discount Offers, the Means of Access must be presented to the Merchant, and the Customer is required to inform Merchant staff that they wish to use the Discount Offer. The Means of Access will be verified visually by Merchant staff to validate the Customer's eligibility to access the Discount Offer provided through the Program, and also the number of eligible guests accompanying the Customer.
6. Additional Charges: Customer is responsible for any additional charges incurred, which are not specifically detailed as included in the Discount Offer.
7. Use and expiry: Use of the Discount Offer is non-transferable and Customers may only use the Discount Offer until either the expiry date shown on the Program website and/or App, or until the expiry of the Discount Offer as stated in the Discount Offer terms. The Discount Offer may not be used by any person other than the Customer and their eligible guests.
8. Merchant Charges: LoungeKey is not responsible for any charges made by the Merchant in relation to any Discount Offer, whether authorised, unauthorised, or incorrect.
9. Disputes: Any claims or issues arising out of or in connection regarding Discount Offers should be dealt with by the Merchant. Customers with complaints relating to any Discount Offer should, within 30 days of use of the Discount Offer, make a complaint to the Merchant following the complaints procedure outlined in the Discount Offer terms.