
LBA Lounge Facility Access Terms and Conditions

14 November 2023

1. WHEN THESE TERMS APPLY

- 1.1. We offer access to two Lounges, providing a waiting area in the departure area of the Airport. Unless we agree otherwise in writing, these Terms apply every time you use, or make a booking to use, the Lounges, even if you made your booking through a third party.
- 1.2. These Terms form a contract between you and us, so please read them carefully.
- 1.3. We may vary these Terms or withdraw the Lounges at any time. We will notify you of these changes by posting the revised Terms on our Website. Continuing to use the Lounges after we make these changes means that you accept them. If you do not agree to the revised Terms you should stop using the Lounges.
- 1.4. Our Airport Byelaws also contains terms regarding conduct on the Airport, and they should be read in conjunction with these terms. They can be found at <https://www.leedsbradfordairport.co.uk/airport-byelaws>.
- 1.5. In the event of any queries, you can contact our Customer Contact Centre using our online Contact Form (<https://www.leedsbradfordairport.co.uk/contact>) or on customer@lba.co.uk.

2. SPECIAL WORDS AND MEANINGS IN THESE TERMS

- 2.1. In these Terms:

Airport	means Leeds Bradford Airport, Leeds, LS19 7TU
Airport Byelaws	means the byelaws applicable to the Airport from time to time, which can be found on our Website at https://www.leedsbradfordairport.co.uk/airport-byelaws ;
Lounge(s)	means (as applicable) The Yorkshire Lounge and / or The 1432 Runway Club;
Us (and related expressions)	means Leeds Bradford Airport Limited (registered number 02065958); and
Website	means www.leedsbradfordairport.co.uk and its sub-domains;
You (and related expressions)	Means (as applicable) the person who made the booking to use the Lounge, and any person who uses the Lounge.

3. WHO CAN USE OUR LOUNGE FACILITIES?

- 3.1. Customers wishing to use The 1432 Runway Club must be aged 16 years or older on the date of travel.

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- 3.2. Children under 16 years old are permitted to use The Yorkshire Lounge, subject to payment of the applicable charge.
- 3.3. Infants (less than 2 years old on the date of travel) can be accommodated in The Yorkshire Lounge free of charge when travelling with at least one customer who has paid for Lounge access.

4. **MAKING A BOOKING**

- 4.1. Bookings can be made by persons aged 18 years or over. The cardholder's permission must be granted if under the age of 18.
- 4.2. A booking is placed when made electronically through our Website.
- 4.3. You will need to select which Lounge you wish to use and complete the booking and payment procedures.
- 4.4. Bookings must be made for a time which is within a period of 3 hours from your scheduled departure time. It is your responsibility to ensure you have made a booking for the correct time. If you have made a booking for a time which is 3 hours or more before your scheduled departure time, we reserve the right to refuse access to the Lounge. No refund will be given if you are refused access.

5. **CONFIRMATION OF BOOKING**

- 5.1. You will receive confirmation of your booking by email sent to the address you have provided. You are responsible for supplying a valid email address and ensuring the details provided are correct. We are not responsible for non-delivery due to transmission failure or incorrect details provided by you.
- 5.2. We reserve the right not to accept a booking if it is not complete in any way or where payment has been made fraudulently, or without the cardholder's permission, or if you are under the age of 18.
- 5.3. The pre-booking aspects of these Terms do not apply to members of the Priority Pass Group or Dragonpass schemes who are entitled to use The Yorkshire Lounge upon presentation of a Priority Pass Membership Card or Dragonpass Membership Card. However, members of these groups are not guaranteed entry into The Yorkshire Lounge, as all admittance is subject to availability on any given day.
- 5.4. If you have not received confirmation of your Lounge booking within 24 hours of submitting your order please email us at customercare@lba.co.uk.

6. **WHAT DO I DO IF I'M TRAVELLING WITH A GROUP?**

- 6.1. We do not allow group bookings without written pre-authorisation which can be requested by emailing customercare@lba.co.uk.
- 6.2. A group booking is defined as a booking, or separate bookings, resulting in:
 - 6.2.1. in the case of The Yorkshire Lounge, a group of 7 or more, whether adults or children;

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6.2.2. in the case of The 1432 Runway Club, a group of 4 or more adults.

6.3. Written pre-authorisation (if provided) will be given by email and must be presented upon entry to the Lounge.

6.4. Subject to clause 6.5, where you do not have written pre-authorisation we may at our discretion seek to accommodate your group within the Lounge but you may be unable to sit together.

6.5. We reserve the right to refuse access to any customer who is part of a group booking and does not have written pre-authorisation. A refund of the charges shall not be made.

7. **HOW DO I PAY?**

7.1. Payment for the booking must be made using a credit or debit card. If your card payment is rejected your booking will not be completed until we have received cleared funds.

7.2. All prices are in pounds sterling and include Value Added Tax and all applicable taxes.

7.3. When a booking is made using an overseas credit card a conversion charge may be applicable and this will be at your cost.

8. **CAN I CANCEL OR AMEND A BOOKING?**

8.1. You may amend or cancel your booking up to 24 hours before the entry time shown on your booking confirmation online by using the Manage My Booking link (<https://www.leedsbradfordairport.co.uk/manage-my-booking>) or by contacting us at customercare@lba.co.uk. Amendments are subject to availability.

8.2. If you do not provide us with at least 24 hours' notice, no refund will be given.

9. **CAN I TRANSFER MY BOOKING TO SOMEONE ELSE?**

No, your booking is non-transferable.

10. **HOW TO USE THE LOUNGE**

10.1. Your Lounge pre-booking is valid for a period of 2 hours and 30 minutes starting 3 hours before your scheduled departure time and ending 30 minutes before your scheduled departure time (**Booking Period**).

10.2. You are responsible for checking with your airline what time check-in for your flight opens and to ensure you allow adequate time from arriving at the Airport to access the Lounge during the Booking Period.

10.3. Should you fail to turn up within the Booking Period for any reason we may refuse access and you shall not be entitled to a refund.

10.4. If you do not use the Lounge for any reason, you will not be entitled to a refund.

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10.5. You are responsible for ensuring you leave the Lounge in time to catch your flight.

11. WHAT ARE THE LOUNGES LIKE?

- 11.1. All specifications, descriptions, drawings, photographs or illustrations of the Lounge facilities and any advertising material and sample books are only intended to serve as a guide and you should not rely on them or treat as binding or as forming part of Terms or any contract with us.
- 11.2. We shall use our reasonable endeavours to make the Lounge available during the hours advertised, but reserve the right to vary the hours of operation or close the Lounge due to refurbishment, relocation or otherwise in which case an alternative to the Lounge will be provided or a refund of the charges will be made at our discretion.
- 11.3. We shall use our reasonable endeavours to ensure a suitable environment is maintained in the Lounge including but not limited to keeping the Lounge clean and tidy, ensuring staff are on hand to respond to any queries and ensuring the removal from the Lounge area of any person or persons whose behaviour is not in accordance with these Terms.

12. HOW DO I ACCESS THE LOUNGE?

- 12.1. On entry to the Lounge you must provide your email booking confirmation and booking reference together with your boarding pass to the Lounge staff. Where you have made a booking through a third party, you should refer to the third party's terms and conditions to confirm what documentation you will be required to provide to the Lounge staff.
- 12.2. If you cannot provide the documentation referred to in clause 12.1 then you and any other person in respect of whom the booking is made will not be able to use the Lounge. You shall not be entitled to a refund.
- 12.3. We cannot guarantee that all the Lounge facilities will be available at any given time.
- 12.4. We reserve the right to refuse admittance to the Lounges for any reason including but not limited to any statutory, regulatory or Airport policy reasons.

13. ARE THERE ANY RULES ON BEHAVIOUR AND DRESS?

- 13.1. We reserve the right to require you and or your party or a member or members of your party to leave the Lounge for unreasonable behaviours including conduct which we consider in our sole discretion is undignified, disruptive, abusive or violent or which otherwise does not comply with these Terms and/or the Airport Byelaws. No refund will be given.
- 13.2. Please wear smart casual attire in our Lounges. We reserve the right at our sole discretion to refuse entry to the Lounge based on dress. This includes (but is not limited to) if you are wearing:
- 13.2.1. Shorts which are not tailored or of reasonable length;

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13.2.2. Sports attire;

13.2.3. Football or rugby shirts which are not covered.

13.2.4. Matching attire (such as hen or stag items), fancy dress, onesies, pyjamas, personalised items or any other items that may cause offence to other Lounge users.

13.3. Stag or hen parties or similar are not permitted to use the Lounge facilities.

13.4. The Lounge facilities are strictly non-smoking.

14. **WHAT SHOULD I NOT DO?**

14.1. Customers shall:

14.1.1. not remove food, drink, cutlery or crockery from the Lounge;

14.1.2. not cause disruption or annoyance to other customers;

14.1.3. observe the Airport Byelaws;

14.1.4. comply with the directions and requests of staff employed at the Lounge;

14.1.5. not, in the reasonable opinion of the Lounge staff, abuse any of the Lounge facilities or staff;

14.1.6. ensure that any alcohol is consumed in moderation. Passengers deemed to be under the influence of alcohol may not be allowed to travel. We have no liability to you if you are not allowed to travel.

14.1.7. not, without our prior approval, move tables and or chairs within the Lounge facilities in order to seat a "group" as described in clause 6.2;

14.1.8. not, without our prior approval, sit, or otherwise occupy, the Lounge as a "group" as described in clause 6.2 above, whether or not furniture has been moved and whether or not separate bookings are made.

14.2. We reserve the right to require you or any customer (including any member of their party) to leave the Lounge for breach of these Terms. In such circumstances no refund shall be given.

15. **WHAT ABOUT ALCOHOL?**

15.1. We may, but are not obliged, to offer customers the option to pre-purchase certain alcoholic beverages, such as champagne and or wine, for consumption in the Lounge during the Booking Period.

15.2. Customers must be aged 18 years or over to pre-purchase alcohol and/or to consume alcohol whilst in the Lounge.

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- 15.3. We operate the Challenge 25 scheme and if you are lucky enough to look under 25 years old, you will be asked to prove that you are aged 18 years or over by showing your passport, a European Union photo-card driving licence, a photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram or a national identity card issued by a European Union member state. If you cannot prove that you are aged 18 years or over, we will not supply you with the pre-booked alcohol and will not refund the price of the pre-booked alcohol.
- 15.4. Alcohol will not be served to customers whose flight is shown as 'Boarding' on the flight information screens. Single measures only are served.
- 15.5. We reserve the right to limit alcoholic drinks to three per person during the Booking Period and the supply of further alcoholic drinks shall be at our sole discretion.
- 15.6. You shall not drink any alcohol in the Lounge save for alcohol served by Lounge staff.
- 15.7. We reserve the right to refuse to serve alcohol.
16. **CAN I ACCESS THE LOUNGE EARLY?**
- 16.1. If you wish to use the Lounge prior to the Booking Period then, subject to availability, you may do so on payment of an additional charge per hour which shall be notified to you by Lounge staff.
- 16.2. If there is not sufficient capacity for us to offer early access to the Lounge, you will not be able to enter the Lounge until the Booking Period starts.
17. **WHAT IF MY FLIGHT IS DELAYED?**
- 17.1. If your flight is delayed and you wish to remain in the Lounge then, subject to availability, you may do so on payment of an additional charge per hour which shall be notified to you by Lounge staff.
- 17.2. If there is not sufficient capacity for us to offer an extended stay in the Lounge, you agree to leave the Lounge when the Booking Period ends.
- 17.3. If you leave the Lounge to go to your boarding gate and your flight is delayed, you may be permitted to return to the Lounge subject to availability and payment of an additional charge per hour which shall be notified to you by Lounge staff. The amount payable will depend upon the anticipated length of delay to your flight. The provisions of this clause 17.3 apply even if you return within the Booking Period.
18. **DO YOU DO ANYTHING WITH PERSONAL DATA?**
- 18.1. We will process personal details we may receive in connection with your booking and or use of the Lounge in accordance with our Privacy Policy, which can be found here: <https://www.leedsbradfordairport.co.uk/privacy-policy>.
- 18.2. LBA may disclose your personal data to:

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- 18.2.1. your card issuer in order to process the required payment/refund or in instances of fraudulent bookings;
- 18.2.2. where you made a Lounge booking via a third party, to that third party in the event it is reasonably required by the third party in order to process any payment/refund or in instances of fraudulent bookings.

19. OUR LIABILITY

- 19.1. Nothing in these Terms limits or excludes our liability for:
 - 19.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;
 - 19.1.2. fraud;
 - 19.1.3. fraudulent misrepresentation; or
 - 19.1.4. any liability that we are not permitted to limit or exclude by law.
- 19.2. Subject to clause 19.1, and to the extent permitted by law, we are not liable to you, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, for:
 - 19.2.1. loss of profit;
 - 19.2.2. loss of revenue;
 - 19.2.3. loss of business;
 - 19.2.4. business interruption;
 - 19.2.5. wasted expenditure;
 - 19.2.6. loss of anticipated savings;
 - 19.2.7. loss of or damage to goodwill;
 - 19.2.8. loss of contracts;
 - 19.2.9. loss of business opportunity;
 - 19.2.10. any indirect, consequential or special loss or damage.
- 19.3. Subject to clause 19.1, our total liability to you under or in connection with these Terms, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall be limited (per claim or series of related claims) to the price paid by you for your Lounge booking.

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- 19.4. We do not accept liability for any failure by us to perform our obligations due to an event beyond our reasonable control. A non-exhaustive list of such events includes war or threat of war, riots, civil strife, terrorist threats or activity, industrial disputes, mechanical or systems failures, natural and nuclear disaster, chemical or biological contamination, sonic boom, fire, flood, explosion, earthquake, adverse weather conditions, interruption or failure of utility service, technical problems to transport, any late or delayed personal transport, taxi, train or bus or other transport services used by you in travelling to the Airport, government regulations, epidemic or pandemic, crown instruction, closure or congestion of airports, and/or cancellation or changes of schedules by airlines.
- 19.5. There is a limit on the number of Lounge pre-bookings available at any time and once the maximum availability level has been reached for any particular period we shall not be able to provide you with a Lounge pre-booking and will not be liable for our failure to do so.
- 19.6. We shall not be liable for any customer failing to board his/her flight and neither us nor any third party has any obligation to make flight announcements.
- 19.7. All information, recommendations and advice provided to you regarding airport services or flight details by Lounge staff is given without liability on our part.
- 19.8. Nothing in these Terms excludes or limits your statutory rights.
20. **GENERAL**
- 20.1. **No waiver:** No waiver of or in connection with these Terms by us is effective unless it is effective except to the extent it is set forth in writing, identifies itself as a waiver under this clause 20.1, and is signed by one of our directors.
- 20.2. **Amendments:** No amendment or variation of these Terms is valid unless it has been published by us on our Website, or has been agreed in writing, identifies itself as a variation under this clause 20.2, and is signed by one of our directors.
- 20.3. **Survival:** If any part of these Terms is or becomes invalid or unenforceable, that part shall be deemed deleted.
- 20.4. **Transfers:** You cannot transfer your rights or obligations under these Terms to another person.
- 20.5. **Governing law:** These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in England.
- 20.6. **Jurisdiction:** You and we agree that the courts with exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be the courts of England and Wales.