

Conditions for Airport Club Silver Card at Dublin Airport (the **Conditions**)

Thank you for buying a service from us at Dublin Airport. The details of this service (the **Service**) i.e., **what we provide** is set out at section 6 and exclusions from the Service i.e., **what we do not provide** is set out at section 7. These are important sections because they explain what you should expect from the Service and also explain what we are not providing as part of the Service. There are some provisions that you might not expect and we have highlighted these in **BOLD** to make them clear to you. Where words appear with a capital first letter and in **blue** they are defined terms. For example, Dublin Airport (the **Airport**), if the word Airport appears later in these Conditions with a capital first letter and is not in **blue** then it means Dublin Airport.

Consumers and non-Consumers

1. If you are buying the Service as a consumer you have additional protections under the Consumer Rights Act 2022. These protections are also included in these Conditions. A consumer is a living individual *acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession*.
2. If you are **not** buying the Service as a consumer some protections in these Conditions do not apply to you. We make it clear in these Conditions if protections do **not** apply to individuals who are not consumers by stating **Consumers only** immediately before the section.

The Agreement

3. You must buy the Service online, over the telephone or through the Dublin Airport App and the confirmation we email to you (a **Confirmation**), these Conditions read together are an agreement (the **Agreement**) between you and daa. No other document or communication forms part of the Agreement. If you are unclear on any provision relating to the Agreement please contact our services team via email on airportclub@daa.ie or call us +353 1 9440440.
4. In these Conditions *you, your* and *yours* means the person that buys the Service and if different the person named as user of the Service.
5. In these Conditions *we, us, our, daa* and *Dublin Airport* all mean daa public limited company, a public company limited by shares registered in Ireland (no 9401) with its registered office at Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland. If you would like to contact us in relation to the Service you can do so by contacting us on:
Email: airportclub@daa.ie
Telephone: +353 1 9440440
For existing customers please quote the reference number on the Confirmation or your membership number.

What is included in the Service?

6. You must bring your membership card which may be held electronically on your mobile telephone or device (the **Card**) with you to access the Service. **We provide** the following as part of the Service:
 - Access to the Terminal 1 and Terminal 2 multistorey car parks at Dublin Airport or such other locations as we inform you of if these car parks are full. The use of space in the car park where you parked up to a maximum period of two consecutive weeks (after this period daa may exercise its rights under section 8). You must always comply with A, B, C

and D on the following page in choosing a specific parking space unless our car parking operatives direct you to park in another location.

- A. Some car parking spaces are dedicated for the use of certain individuals e.g. disability access spaces. **Do not park** in these spaces unless you and/or the people travelling with you satisfy the relevant criteria.
- B. Some car parking spaces are for electric charging, these should be **used for the period stated on the electric vehicle charging infrastructure** and are not to be used for extended parking beyond this period.
- C. Some car parking spaces are for our own use or the use of our service providers such as car hire, hotel and staff, **do not park** in these spaces unless you have permission from both daa and the relevant service provider to do so.
- D. Some car parking spaces are for our Drop and Go customers (located on level 3 Terminal 2 Multistorey car park) or for Gold Club members (also located on level 3), **do not park** in these spaces.

Note: daa may need to move vehicle within a car park for safety, operational or other good reasons but the vehicle will remain in the car park you originally parked in. Car parking spaces are indicated by white lines you must only park within the white lines. Subject to daa's right to move your vehicle and provided you have parked in space in the car parks following the rules at A, B, C and D above then where you parked is referred to as the **Space** in these Conditions. In these Conditions the vehicle parked in the Space is referred to as the **Parked Vehicle**. If you think we may have moved the Parked Vehicle when you return to the car park or are having difficulty finding it please call our service team on +353 1 9444828 and they will try to help you locate it.

- Access to the Fast Track queue at Terminal 1 or Terminal 2 (as the case may be) at Dublin Airport. The Fast Track queue has a dedicated entry point into the security screening area and avoids having to access the security screening area through the general queue.
- The Fast Track queue has a dedicated attendant to scan the Card to verify eligibility when using Fast Track.
- A ten percent discount on relevant purchases made online or in person at Dublin Dutyfree at Dublin Airport. Certain exclusions apply from this ten percent discount and you will be informed whether the discount applies at point of sale.

What is excluded from the Service?

7. We never provide the Service to the bespoke needs of any individual customer. Unfortunately, we cannot facilitate any specific requests you make in relation to the Service which you might communicate to us either verbally or in writing in advance of or at the time you buy the Service. We do not accept any such requests and they are not included in the Agreement.

We never provide the following services as part of the Service:

- Use of any element of the Service for the conduct of business activities taking place at the Airport. The Card and the Service must only be used for non-commercial purposes. We reserve our right to determine whether business activities are taking place at the Airport and whether the purposes are non-commercial.

- Protection from criminal activity that may damage or cause loss of parts or the entire of a Parked Vehicle or possessions or injury to individuals unless we are causing the criminal activity.
- Protection from adverse weather such as hail, sun, flood or wind that may cause damage to a Parked Vehicle either directly or indirectly.
- Protection from damage caused by wildlife.
- Protection from other users of our car parks that cause damage to you, your travelling companions or to the Parked Vehicle.
- Any assurance that you will always get to your flight on time. You should follow your airline's recommendations to be at the Airport Terminal giving yourself sufficient time to check in or bag drop (if applicable), to go through security screening and to travel to your gate.
- Any assurance that the general queue for security screening area will always be slower than the Fast Track queue.
- Priority of access in all cases to the screening lanes. Our security screening team have overall control of the security screening area and will regulate access to these lanes to ensure all passengers are screened appropriately and in a timely manner.
- A ten percent discount on **all** products sold at Dublin Airport (please ask the sale attendant whether the ten percent discount applies). Certain exclusions apply from the ten percent discount and you will be informed whether the discount applies at point of sale.

Our rights under the Byelaws

8. **If the Parked Vehicle has related unpaid car parking charges for a current or previous stay we may tow and hold the vehicle in a location of our choice until all amounts are paid. Where the amounts due to us for unpaid parking charges exceed the book value or scrappage value (whichever is the higher) of the vehicle daa reserves the right to dispose of the vehicle. daa may also sell the vehicle if it has not been collected within eight months from the date of entry and deduct unpaid parking charges from the sales proceeds. You may contact parkingdublin@dublinairport.com if this section applies to you to claim the net sales proceeds.**

PLEASE NOTE: it is a criminal offence under byelaw 30(7) of the Airport Byelaws (S.I. 618 of 2014) to park a vehicle in our car parks without paying the charges for parking. Subject to complying with these Conditions, daa will deem payment for the Card as payment of the charges for use of the Terminal 1 or Terminal 2 multi-storey car parks while your Card remains valid. This does not prevent us taking a prosecution for historic amounts due to us for unpaid car parking before you purchased the Card. We may use our powers under the Byelaws to recover any underpayment of car parking or other charges under the Byelaws.

9. **We may refuse you entry into the Fast Track queue or our car parks if you are being disruptive or abusive to our staff or other passengers. In addition, you must always observe the directions of our staff and be respectful towards them. We reserve the right to refer disruptive activity to Airport Police and An Garda Síochána. We also reserve the right to cancel your Card if you have been abusive to our staff or failed to follow our staff's direction and we will refund a sum equal to the pro rata period left to run on your Card.**

The Vehicle Owner

10. If you do not own the Parked Vehicle you confirm that you have made the owner of the Parked Vehicle aware of the terms of the Agreement and he/she/it has agreed to the terms as they relate to the Parked Vehicle.
11. **Subject to point 8 above, we will always allow the true owner of the Parked Vehicle to reclaim it and remove it from our car park. You must obtain permission of the true owner of the Parked Vehicle to park in our car parks. If a Parked Vehicle is under finance lease/hire purchase then payments must be up to date or the finance provider may reclaim the Parked Vehicle from us. If An Garda Siochana use their powers to seize or inspect the Parked Vehicle we are not liable for any damage they cause and if seized we will redirect you to An Garda Siochana to reclaim the Parked Vehicle.**

The Price

12. The price for the Service is shown on our website and on the Airport App. You must pay this price when you buy the Card on-line or over the telephone.

We charge VAT at the applicable rates and this is included in the price for the Service. Our VAT number if you are not a consumer is 9514053P.

13. The price for Customers is the price shown in euro (EUR) on the Confirmation.

Use of the Card

14. You must not use the Card after its expiry. The Card remains our property and we may remove it from you if it is misused.

Payment Cards

15. We accept Visa, Mastercard and Amex most major credit and debit cards for Customers paying for the Service subject to these payment cards functioning correctly at the time of payment. We will only issue a Confirmation if the use of the payment card satisfies relevant security checks. For Customers we charge the price of the Service at the time you buy from us.

To conduct security checks your personal data may be sent to authorised agents acting for the card scheme, this is necessary in order to verify payment. **If at a later point in time the card or your bank cancels this payment, if there is a “charge back” of a payment, if the payment card is declined, if we discover that a payment card was used fraudulently or if it was used without the cardholder’s permission then we may at our option:**

- **Email you with a cancellation of the Agreement to the email address you provided at the time of booking and we are not required to provide the Service, or**
- **If we have provided or part provided you with the Service already we may exercise our rights at 8 above and/or**
- **Pursue payment in full either directly or through a debt collection agency.**

Cancelling or Changing the Service

16. We reserve the right to refuse any refund after you buy the Card, however, **Customers who are also consumers may still be able to use the right in section 17 to cancel within 14 days of buying the Card.**

17. **Consumers only** If you are a customer that purchased the Card on-line you have a right to cancel your purchase on the terms set out below. **PLEASE NOTE HOWEVER that when you bought this Service online you expressly consented and acknowledged that you lost the right to cancel once we have fully provided the Service.** If you use the Card and then cancel the Card during the Cooling Off Period (see below) we reserve the right to retain a portion of the Price you paid for the Card by reference to the Service you used. This portion will be relative to the normal price for individual elements of the Service.

Consumers only If you are a customer that purchased the Card on-line you have the right to cancel the Agreement within fourteen (14) days (the **Cooling Off Period**) without giving any reason. The Cooling Off Period will expire after fourteen (14) days from the day of the conclusion of the Agreement (i.e. the date of the Confirmation when you purchased from us). To exercise the right to cancel, you must inform us.

If you wish to contact us you may do so:

- by email at airportclub@daa.ie
- by telephone +353 1 9440440.
- By writing to us at daa plc, Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland.

You may use the cancellation form below but it is not obligatory. If you use this option, we will provide you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Consumers only If you cancel this contract, subject to your use of the Service, we will reimburse payments received from you (or the relevant portion of these payments, see above), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to cancel this contract. We will carry out such reimbursement using the same card details as you used for the initial transaction (see section 12), unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you have used the Service during the Cooling Off Period, you must pay us for a portion of the Service (see above).

Cancellation Form

Complete and return this form only if you wish to cancel the contract.

To daa plc, Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland:

I/We [] hereby give notice that I/we [*] cancel my/our [*] contract for the provision of the following service [car parking space], Ordered on [*/received on [*],*

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) [only if this form is notified on paper]

Booking reference number

Booking email address

Date

18. **Consumers only** If you cancel the Agreement under section 17 then our default process is to refund the price you paid (or the relevant portion of the price paid) to the payment card used for payment. If you wish us to refund to another payment card you will need to contact our Travel Service team on airportclub@daa.ie. That team may seek evidence that you are who you say you are. You must use euro (EUR) to buy from us. **If you have used another currency to buy the Service we may apply reasonable currency exchange charges at our discretion.**

Your Rights

19. We are required by law to provide the Service in accordance with the Agreement (including these Conditions). If you believe we have not satisfied this requirement please see sections 21, 22, 29 and 30 below. The Service described in section 6 (excluding those services in section 7) is the same for all Customers. The Service is not designed to meet the specific needs of any individual customer.
20. **Consumers only** Under legislation for the protection of consumers we are required to have the necessary skill to provide the Service and we must use reasonable skill and care in providing the Service to you. Any materials we use to supply the Service must be sound and fit for their purpose.

Your Recourse

21. If you are unhappy with any aspect of the Service you may access our travel service team by emailing us on: customerexperience@dublinairport.com or telephoning us on +353 1 9440440.
22. **Consumers only** If you remain unhappy with the outcome after using our complaints handling process we have set up a voluntary dispute resolution process that you may also use. You may direct the dispute concerning the outcome to the following address
23. customersupportescalations@daa.ie and we will respond with our determination within 14 days. This voluntary dispute resolution process does not prevent you pursuing a claim against us in court (see sections 29 and 30).

The Period of the Agreement

24. The Agreement lasts for the period we provide the Service (twelve months) and a reasonable period to address payments, refunds or disputes are outstanding between us. We believe this should last no longer than six years after you have received the Service in full and therefore six years after we have provided the Service the Agreement terminates. If, however a dispute exists between us at that time or any sums remain unpaid then the termination of the Agreement does not operate to remove our rights or yours.

No resale

25. **You are not permitted to sell the Service that you buy from us on to another person. The Card is not transferrable. The Card is personal to you and must not be used by other individuals such as family members or work colleagues. We are only required to provide the Service to you.**

Force Majeure

26. Very occasionally events or circumstances which are beyond our control may prevent us from providing the Service. Some examples are natural disaster, fire or a contagious outbreak of illness but this section applies to other events or circumstances as well including for example adverse weather. If this happens, we will contact you by email and provide as much advance notice as we are able to. Depending on the length of the event beyond our control we may provide a refund of a portion of the price you paid for the Service if you can prove to our reasonable satisfaction that you had committed plans to fly from the Airport during this period. **If you have used a currency other than euro to buy the Service we may apply reasonable currency exchange charges at our discretion.**

Our Liability

27. **We do not accept liability for issues related to section 7 (What is excluded from the Service?) as these are not part of the Service. If you are not buying the Service as a consumer**
- a. **our total liability to you is the price you paid for the Service, and**
 - b. **we fully exclude liability for indirect or consequential loss.**

These exclusions do not apply to loss linked to death or personal injury caused by our negligence or our wilful act or which relate to any fraud we cause.

Changes to these Conditions

28. We may change or update these Conditions from time to time, but this change does impact the Agreement unless we are required to change the Conditions by law. The version of these Conditions that we send you with the Confirmation is part of the Agreement. If by law we are required to change the Conditions, we will email the updated conditions or make them available to you. If a Court finds that any sections of these Conditions are invalid or unenforceable the remaining sections or parts of sections continue in full force.

Privacy Policy and Personal Data

29. We may process personal data we receive from you in accordance with our Privacy Policy <https://www.dublinairport.com/privacy-policy>.

Legal Disputes

30. The Agreement is governed and construed under the law of Ireland (excluding the law of Northern Ireland).
31. The Courts of Ireland have non-exclusive jurisdiction to determine disputes.