

Conditions for Platinum Services 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. If you are buying the Service online, through our website or via email (an **Online Customer**) or a by telephone (a **Telephone Customer**) the confirmation we email to you (a **Confirmation**), the invoice for the Service and these Conditions read together are an agreement (an **Agreement**) between you and daa. No other document or communication forms part of the Agreement. If you are purchasing over the telephone without buying online in advance (a **Telephone Customer**) these Conditions and notices setting out pricing and other key terms read together are an agreement (also an **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 that applies to you please contact our services team via email on platinumservices@dublinairport.com or call us +353 1 814 4895
4. In these Conditions *you, your* and *yours* means the individual that buys the Service and if different the individual(s) using the Service where relevant in these Conditions.
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: platinumservices@dublinairport.com
Telephone: +353 1 814 4895
For existing customers please quote the booking reference on the Confirmation.

What is included in the Service?

6. **We provide** the following as part of the Service:

Parking at the Platinum Services Facility

- We provide parking in a designated car park for users of the Service close to Platinum Services. Note you must always comply with A, B and C below 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 please **do not park** in these spaces unless you have permission from both daa and the relevant service provider to do so.
- Note: **daa may need to move vehicle within a car park for safety, operational or other good reasons.** Subject to daa's right to move your vehicle and provided you have parked in space in the car park following the rules at A, B and C 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 1 814 4895 and they will try to help you locate it.

On Departure from Dublin Airport

- We provide access to a private suite in the Platinum Services for a period of 2 hours beginning when the first passenger in the Group enters the suite for non-US bound passengers and up to 2 hours 30 minutes for US bound passengers. This suite is available for you and your travelling guests named on the Confirmation only and one additional person who is not travelling with the group (the **Group**).
- We always endeavour to make sure that suites are large enough for the group travelling with you but you must inform us of your Group size when booking. The above services are on the same aircraft, whether such aircraft has arrived or is departing from Dublin Airport. The provision provided for up to a maximum of twelve (12) passengers per suite travelling together.
- Subject to availability and payment of an additional charge we may provide an additional time period in the suite where a flight departure is delayed. If we have insufficient space in Platinum Services we may ask you to vacate the suite or to use a shared area before departing the Platinum Services Facility.
- **If your flight is cancelled and you have made use of the private suite we reserve the right to charge payment for the Service in full.**
- We provide complimentary snacks/light refreshments based on the applicable menu for the day of travel and subject to availability.
- We provide private vehicle transfer between the Platinum Services airside lobby and commercial airline aircraft the passenger is travelling on. In the case of US passengers we must bring you to US CBP and not directly to the aircraft. This is to allow US CBP to conduct their checks. You must then present yourself to the boarding gate.
- Subject to signing a declaration relating to the contents of any luggage, we provide a check-in service for up to a maximum of two (2) pieces of hold luggage for and on

behalf of each member of the Group travelling. If you need to check in more than 2 items of hold luggage per passenger boarding a flight please notify us in advance. We charge an extra charge of €10 (inclusive of VAT) per additional piece of hold luggage.

- We provide assistance with cabin luggage while travelling through the Platinum Services Facility up to and from the aircraft boarding point, we do not board the aircraft with any member of the Group. You may be required to check in certain items of luggage subject to the airline's cabin baggage policy.

On Arrival at Dublin Airport

- On arrival we provide a transfer service to Platinum Services Facility to you and those travelling in your Group. You must make yourself known to the Platinum Services staff member carrying a Platinum Services logo or sign with your name. The staff member will be located near the exit of your aircraft.
- We provide access to a private suite in Platinum Services for a period of up to 1 hour beginning from when the first passenger in your Group enters the suite.
- For non-EU (and non-UK) we provide a dedicated immigration booth on arrival and are subject to all customs clearance procedures for luggage. If the Customs or Immigration authorities ask to speak with you or a person travelling in your Group then you may need to visit customs to respond to their queries.

What is excluded from the Service?

7. We do not provide the Service to the bespoke needs of any individual customer. Unfortunately, we cannot facilitate all specific requests you make in relation to the Service you may communicate to us (either verbally or in writing) before 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:

- Any assurance that you will always get to your flight on time. You should follow your airline's recommendations to be at the Platinum Services Facility in sufficient time for check in or bag drop (if applicable), to go through security screening and to allow us to transport you to your aircraft.
- A booking service for flights, you must always book your own flight and ensure you have in your possession the correct travel documentation for your destination. You need to conduct your own checks to ensure you have valid passport with you and with a sufficient number of months left before expiry, US ESTA (or equivalent) or vaccination documentation. If there is an issue relating to travel documentation with you or a person travelling in your Group it is your responsibility to inform us whether that person and any other members of the Group will travel.
- 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 other users of our car parks that cause damage to you, your travelling companions or to the Parked Vehicle.
- Travel arrangements for pets or any assurance concerning documentation associated with transportation of pets.

- Transport of any carry-on luggage or possessions between Platinum Services transport vehicle and the aircraft.
- Transport from the residence or hotel of a member of your Group to/from the Platinum Services Facility. We may make a booking on your behalf for these services but any agreement for the service is between you and the transport provider.
- We do not provide food and beverage to meet all dietary requirements. We may not have certain food types available at all times. A list of allergen book is available upon request.
- Luggage storage facilities.
- Alcoholic beverages are provided on a discretionary basis and may be withdrawn at our discretion.

As Platinum Services facilitates diplomatic movements into and out of Ireland we may need to give priority to these movements. In exceptional circumstances we may need to cancel the Service for you and your Group. In these circumstances daa will provide a full refund to you.

The Vehicle Owner

8. 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.
9. **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.**

Our rights under the Byelaws

10. **We reserve our right to refuse admission to the Platinum Services Facility if capacity is constrained or if a customer is intoxicated/unruly or abusive to staff or other customers. We may refuse you entry into the Platinum Services if you are being disruptive or abusive to our staff or other passengers. We reserve the right to refer disruptive activity to Airport Police and An Garda Siochana.**

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. We may use our powers under the Byelaws to recover any underpayment of car parking or other charges under the Byelaws. 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.

The Price

11. The price for the Service is shown on the invoice and must be paid in advance.

We charge VAT at the applicable rates and this is included in the price for the Service. Our Irish VAT number is 9514053P.

12. The price for Online Customers and Telephone Customers is the price shown in euro (EUR) on the Confirmation.

Purchase is not always available

13. When capacity limits have been reached for Platinum Services (i.e. the Platinum Services suites are full) we may limit the purchase of the Service online.

Payment Cards and Platinum Services Vouchers

14. We accept Visa, Mastercard and Amex most major credit and debit cards for Online Customers paying for the Service subject to these payment cards functioning correctly at the time of payment. Telephone Customers can pay using Visa and Mastercard 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 Online Customers we charge the price of the Service at the time you buy from us. If we charge the payment card for the Service and due to constraints are required to decline to provide the Service we will provide a full refund to the payment card used to book the Service. **Note that refunds may take up to 10 days to appear in your account.**

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 payment 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**
- **Pursue payment in full either directly or through a debt collection agency.**

We also accept valid Platinum Services vouchers (each a **Voucher**) as means of payment for the Service.

Cancelling or Changing the Service

15. You may at our complete discretion and subject to you notifying us at least twenty four (24) hours before the entry time shown on your ticket allow you to change the time of the Service (subject to availability) or allow you to cancel the Service. If you cancel less than twenty four (24) hours you may be charged the full amount of your booking or relevant entitlement on the Voucher will be cancelled. You should contact us to find out if the right to cancel applies to you. Subject to section 17, we will pay refunds to the payment card used (see section 14) at the time you bought the Service. If the booking was made more than 180 days before cancellation then we may provide you with a credit note in place of a refund. We will usually refund in euro at no additional charge. **If you have used another currency to buy the Service we may apply reasonable currency exchange charges at our discretion. If you have purchased the Service**

with a Voucher we will issue a new Voucher relating to the cancellation only and we will not provide a cash refund. We reserve the right to restrict refunds and cancellations to particular time periods or to remove this functionality, however, **Online Customers or Telephone Customers who are also consumers may still be able to use the right in section 16 to cancel within 14 days of buying the Service.** We will email the cancellation details to the email address you provided us when you bought the Service to confirm a cancellation or change.

16. **Consumers only** If you are a customer that purchased the Service on-line or over the telephone 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.**

Consumers only If you are a customer that purchased the Service on-line or over the telephone 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 platinumservices@dublinairport.com
- by telephone +353 1 814 4895
- By writing to us at Platinum Services Suite, Arrivals Road, Terminal 1, Dublin Airport

You may use the cancellation form overleaf but it is not obligatory. If you use this option, we will provide 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 Services, we will reimburse payments received from you, 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 payment card details as you used for the initial transaction (see section 14), 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 the Service. If you have purchased the Service using a Voucher we will issue a new Voucher equal to the unused value on cancellation.

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

17. **Consumers only** If you cancel the Agreement under sections 15 or 16 then our default process is to refund the price you paid to the card used for payment. If you have purchased the Service using a Voucher our default position is to issue a new Voucher to the value relating to the cancellation. If you wish us to refund to another card you will need to contact our Travel Service team on platinumservices@dublinairport.com 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

18. 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 20, 21, 28 and 29 below. The Service described in section 6 (excluding those services in section 7) is the same for all Telephone Customers and all Online Customers respectively. The Service is not designed to meet the specific needs of any individual customer.
19. **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

20. If you are unhappy with any aspect of the Service you may access our travel service team by emailing us on: platinumservices@dublinairport.com or telephoning us on +353 1 814 4895
21. **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 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 28 and 29).

The Period of the Agreement

22. The Agreement lasts for the period we provide the Service 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

23. **You are not permitted to sell the Service that you buy from us on to another person. We are only required to provide the Service to you.**

Force Majeure

24. 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. We will provide a full refund of the amount you paid for the Service to you if this happens. **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

25. **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**
- **our total liability to you is the price you paid for the Service, and**
 - **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

26. 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. If you are an Online Customer the version of these Conditions we send you with the Confirmation applies to the Agreement. If you are a Telephone Customer the Conditions that are shown on our website on the day you commence the Service are the Conditions that apply to 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

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

Legal Disputes

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