

## **Conditions of Use**

1. The cardholder agrees that by using a Priority Pass card, they agree to and accept these Conditions of Use. These Conditions of Use will prevail over any other terms and conditions provided to the cardholder in relation to use of the Priority Pass card.
2. The Priority Pass card is not transferable and is only valid up to its date of expiry and when it has been signed by the cardholder. The card may not be used by any person other than the named cardholder and only one Priority Pass card may be used for each lounge visit.
3. The Priority Pass card is not a payment card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.
4. Admittance to a lounge is conditional upon presentation of one valid Priority Pass card per person only (some restrictions may apply to Priority Pass Select cardholders and Priority Pass cardholders in the U.S. that receive their membership through a U.S. financial institution). Payment cards will not be accepted as substitutes for the Priority Pass card.
5. Lounge visits are subject to a per person per visit charge. Where applicable (dependent upon membership plan), all such visits, including those by accompanying guests, shall be debited to the cardholder's payment card by (i) Priority Pass or (ii) the card issuer as per the rates and terms notified by (i) Priority Pass or (ii) the card issuer to the cardholder in respect of their Priority Pass membership.
6. Priority Pass may amend the lounge visit charges at any time on providing 30 days notice in advance of such change. Where the cardholder receives the Priority Pass card through third party card issuer, any changes in lounge visit charges shall be notified to the card issuer, who is responsible for advising the cardholder. The cardholder agrees that the Priority Pass Group of companies is not responsible for any disputes that may occur between the cardholder and the card issuer nor for any loss incurred by the cardholder relating to any lounge visit charges debited by the card issuer.
7. In the event that the cardholder does not accept any change in the lounge visit charges, the cardholder shall have the right to terminate their membership on providing notice in writing directly to Priority Pass, or to the card issuer who will be responsible for informing Priority Pass and liable for any costs the cardholder incurs as a result of its failure to inform Priority Pass of such termination.
8. When presenting the Priority Pass card on entering the lounge, lounge staff will either electronically scan or take an imprint of the card and issue a 'Record of Visit' voucher or receipt to the cardholder or make a log entry. The cardholder must sign the 'Record of Visit' voucher or receipt, or sign the electronic reader (as applicable), which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/receipt/log submitted by the lounge operator.
9. The lounge staff, will where appropriate, make a voucher imprint/log entry of the Priority Pass card, and the cardholder is responsible for ensuring the 'Record of Visit' voucher/receipt/log correctly reflects their own usage and that of any guests at the time of using the lounge. Where applicable, the cardholder is responsible for retaining the 'Cardholder's' copy of the 'Record of Visit' voucher or receipt presented to them at the lounge.
10. Access to the lounges for children and the fees for such visits varies across the lounges and the cardholder is advised to check the individual lounge description before travelling.
11. All participating lounges are owned and operated by third party organisations. The cardholder and accompanying guests must abide by the rules and policies of each participating lounge and the cardholder accepts that registering for a lounge does not guarantee continued access. The cardholder accepts that the Priority Pass group of companies has no control over the lounge operator's decision whether to admit any cardholder, the number of people allowed in any lounge at any time, facilities offered, the opening/closing times, the length of time which cardholders may spend in the lounge and any charges payable for extended lounge visits or the personnel employed by the lounges. The administrators of Priority Pass will use reasonable endeavours to ensure the benefits and facilities are available as advertised, but the cardholder accepts that the Priority Pass

group of companies does not warrant nor guarantee in any way that all or any of the benefits and facilities will be available at the time of the cardholder's visit.

12. The cardholder further accepts that the Priority Pass group of companies is not liable for any loss to the cardholder, or any accompanying guests, arising from the provision or non-provision (whether in whole or in part) of any of the advertised benefits and facilities.
13. Participating lounges have no obligation to announce flights and the cardholder accepts that the Priority Pass group of companies shall not be held liable for any direct or indirect loss resulting out of any cardholder and/or accompanying guests failing to board their flight(s). It is the cardholder's responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.
14. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited or unavailable. In such cases the cardholder is responsible for paying any charges for additional consumption direct to the lounge staff. (See individual lounge descriptions for details.)
15. Telephone and Wi-Fi facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage of telephone facilities is normally limited to local calls only. Charges for any other lounge facilities are at the discretion of each lounge operator and the cardholder is responsible for paying these direct to the lounge staff.
16. Admittance to lounges is strictly subject to cardholders and any guests 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. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. 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 cardholders are traveling between Schengen countries (an up to date list of Schengen countries is detailed at [http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index\\_en.htm](http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index_en.htm).)
17. Admittance to lounges is subject to cardholders and any guests (including children) behaving and dressing in accordance with the relevant lounge terms and conditions and any person not complying with such terms and conditions may be asked to vacate the lounge facilities. The Priority Pass group of companies is not liable for any loss suffered by the cardholder and any guests where a lounge operator has refused admission because the cardholder and/or guests have not complied with these conditions.
18. To the fullest extent allowed by law, the Priority Pass group of companies accepts no responsibility for the actions of the cardholder when using any participating lounge and shall not be responsible for any personal belongings brought into a lounge by cardholders.
19. Lost, stolen or damaged Priority Pass cards are to be notified immediately to (i) the Priority Pass office from which the card was issued or (ii) to the card issuer, who shall be responsible for providing a replacement card. A charge may be levied for any replacement card.
20. In the event of the cardholder cancelling or not renewing their Priority Pass membership or their payment card with the card issuer, the Priority Pass card shall be invalid effective from the cancellation date or the expiry date (as applicable) of their Priority Pass membership or their payment card. Any lounge visits made by a cardholder using an invalid card, including any guests, shall be charged to the cardholder. In the event that Priority Pass membership has been revoked due to the cardholder's payment card being cancelled, Priority Pass reserves the right to pursue legal action to recover any outstanding charges. Cancellation of membership must be in writing to Priority Pass.
21. Renewal terms and conditions are at the sole discretion of Priority Pass. Priority Pass has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.
22. If the cardholder has agreed to automatic billing, Priority Pass membership will be automatically renewed if the cardholder does not cancel such membership, in writing, at least 30 days prior to the end of the membership.

23. If the cardholder has agreed to standard billing, Priority Pass membership will expire if the cardholder does not inform Priority Pass that they wish to renew their membership in writing prior to the end of the membership.
24. The Priority Pass group of companies shall not be held responsible for any disputes or claims that may occur between the cardholder and/or any guests and a lounge operator, and the Priority Pass group of companies shall not be liable for any costs, damages, losses or expenses related to such disputes.
25. The Priority Pass group of companies reserves the right at any time in its sole discretion and without notice to revoke membership to Priority Pass or to terminate the Priority Pass programme. Where applicable a proportional refund of the annual fee/enrollment fee (whichever is applicable) will be made provided revocation has not been made because of fraud or misuse by the cardholder.
26. The cardholder agrees that s/he will defend and indemnify the Priority Pass group of companies, its directors, officers, employees and agents (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 any lounge by the cardholder or any other person accompanying the cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.
27. Priority Pass makes no representations as to any income, use, excise or other tax liability of cardholders as a result of their Priority Pass membership. Cardholders are advised to check with their accountant or tax adviser for further information. The cardholder is solely responsible for any tax liability as a result of Priority Pass membership.
28. By using a Priority Pass card, the cardholder consents to any personal data being used in accordance with the Priority Pass privacy policy available at [www.prioritypass.com](http://www.prioritypass.com) or available on written request to Priority Pass at Cutlers Exchange, 123 Houndsditch, London EC3A 7BU, UK.
29. By inputting payment card details for payment of the annual membership fee, the cardholder accepts that these card details will be used for payment for any lounge visits at the prevailing rate.
30. The Priority Pass group of companies is constantly trying to improve the services it provides. If you have any concerns or complaints please contact Priority Pass. Priority Pass may monitor telephone calls to maintain and enhance its services. All complaints relating to any lounge visit should be made within six months of the relevant lounge visit.
31. To make a complaint you can:
  - a. call us on UK +44 (0)208 680 1338  
Hong Kong +852 2866 1964  
USA -Dallas +1 972 735 0536
  - b. write to us at Priority Pass, PO Box 120, Croydon, CR9 4NU, England
  - c. email us at [info@prioritypass.com](mailto:info@prioritypass.com)
32. Priority Pass will try to answer your query within five working days of receipt. If we are not able to respond to your complaint within five working days, we will send you an acknowledgement letter to keep you informed of the progress we are making.
33. Priority Pass reserves the right at all times to make any changes to these Conditions of Use subject to giving cardholders reasonable notice as appropriate in the circumstances.
34. 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 Priority Pass and the cardholder submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of them.
35. 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.

36. If there is any conflict in meaning between the English language version of these Conditions of Use and any version or translation of these Conditions of Use, the English language version shall prevail.