

Swissport  
**Terms and Conditions upon which GUESTS may utilise  
Airport Lounge Facilities**

**1. Access to Lounge**

1.1 Swissport shall have the right to refuse a Guest entry to the Lounge Facilities for any statutory, regulatory or Airport policy reasons including but not limited to health and safety policies or fire regulations.

**2. Guest's obligations**

2.1 The Guest shall ensure that he/she is at all times appropriately dressed and shall behave in an appropriate manner. Swissport and any third party lounge provider with whom Swissport has entered into an arrangement for the provision of Lounge Facilities reserve the right at their sole and absolute discretion to refuse entry or to remove any Guest whose behaviour or mode of dress is considered by Swissport to be unsuitable or is likely to offend other Guests.

2.2 Guests must not remove food or drinks from the executive lounge facilities and will be asked to refrain from consuming food and/or drinks in the Lounge facilities other than food and/or drinks provided in the Lounge Facilities.

2.3 The Guest agrees to adhere to any no smoking policies in operation in any of the Lounge Facilities.

**3. Limitation on Liability**

3.1 Subject to clause 3.2, Swissport shall under no circumstances be liable for any indirect, special or consequential loss, including but not limited to loss of profit, loss of contract, loss of revenue or loss of business, howsoever arising whether in contract, tort (including negligence) or statutory duty or otherwise.

3.2 Swissport does not exclude loss arising from death or personal injury caused by negligence.

3.3 Subject to clause 3.2 above, the aggregate liability of Swissport, (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) to the Guest for any loss or damage (whether asserted by the Guest or third parties), of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charges paid by the Guest for the Lounge Facilities.

3.4 Swissport shall under no circumstances be liable for any Guest failing to board his/her flight and neither Swissport nor any third party lounge provider with whom Swissport has entered into an arrangement for the provision of Lounge Facilities has any obligation to make flight announcements.

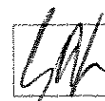
3.5 Swissport shall under no circumstances be liable or responsible for the personal belongings of any Guest, and a Guest shall take personal belongings into the Lounge Facilities area solely at his/her own risk.

3.6 All information, recommendations and advice given by or on behalf of Swissport to the Guest regarding Airport services or flight details are given without liability on the part of Swissport.

3.7 The Guest shall fully indemnify and compensate Swissport, its employees, sub-contractors and agents in respect of all actions, suits, claims, demands, costs, charges or expenses arising (whether asserted by the Guest or third party) out of or in connection with the provision of the Lounge Facilities which:  
(a) are in excess of Swissport's liability set out in clause 3.3 above; and  
(b) are caused directly or indirectly through the act or omission, wilful misconduct or negligence of the Guest.

**4. Force Majeure**

4.1 Swissport shall not be liable to the Guest for any loss or damage caused to or suffered by the Guest as a direct or indirect result of the provision of the Lounge Facilities by or on behalf of Swissport being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of Swissport.



Swissport's  
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