



Blackpool

INTERNATIONAL

for Lancashire and the Lake District

Blackpool International

TERMS AND CONDITIONS OF SALE OF AIRSIDE ACCESS TICKETS

Passengers departing from Blackpool International may only access the Airside Facilities if they are in possession of an Airside Access Ticket which they may obtain from the Airside Access Ticket machines located in the check-in area of the terminal building.

Each departing passenger aged 16 years and over must pay the Airport Development Fee of £10 in order to obtain an Airside Access Ticket. All departing passengers aged 15 years and under must also obtain an Airside Access Ticket but are not required to pay the Airport Development Fee.

The Airport Development Fee (with VAT charged at the appropriate rate) payable by each departing passenger is as follows:

1. **Adult (aged 16 years and above) - £10**
2. **Children (aged 15 years and under) – FREE**

THESE ARE THE TERMS AND CONDITIONS FOR THE USE OF THE AIRSIDE FACILITIES AT BLACKPOOL INTERNATIONAL. ALL PASSENGERS WISHING TO USE THE AIRSIDE FACILITIES AT BLACKPOOL INTERNATIONAL MUST COMPLY WITH THESE TERMS AND CONDITIONS (THE “CONDITIONS”).

1. Definitions and Interpretation

1.1. In these Conditions, the following expressions shall, unless the context requires otherwise, have the following meanings:

- (a) **‘Airport’** means Blackpool International;
- (b) **‘Airport Development Fee’** means the fee payable for an Airside Access Ticket;
- (c) **‘Airside Access Ticket’** means a valid ticket allowing the bearer access to the Airside Facilities in accordance with these Conditions;
- (d) **‘Airside Facilities’** means the security, departures and boarding facilities at the Airport;
- (e) **‘BAL’** means Blackpool Airport Limited (registered no. 02084247)
- (f) **‘Conditions’** means these terms and conditions;
- (g) **‘Refund/Replacement Request Form’** means a form for use by a passenger wishing to claim a refund of the Airport Development Fee or seeking a replacement Airside Access Ticket pursuant to clause 5.2 of these Conditions; and
- (h) **‘Variations’** shall be defined in accordance with clause 2.4;

- (i) **'VAT'** means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to fees or other sums payable in these Conditions are with VAT charged at the appropriate rate.
- 1.2. Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.3. Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them.

2. General

- 2.1. All passengers who wish to use the Airside Facilities shall be deemed to have accepted these Conditions. Passengers are admitted to the Airside Facilities strictly subject to these Conditions. There are no exceptions.
- 2.2. Whilst these Conditions are intended to be comprehensive, passengers are admitted to the Airside Facilities on the basis that they will comply with both the letter and the spirit of these Conditions.
- 2.3. Access to the Airside Facilities shall be granted at the sole discretion of BAL and passengers must conduct themselves in accordance with all reasonable rules, requests and guidelines which BAL may publish and impose from time to time.
- 2.4. BAL reserves the right to amend and supplement these Conditions by publishing additional and supplementary conditions and guidelines from time to time ("**Variations**"). Variations will be effective to vary these Conditions on such basis as BAL may stipulate and may be of permanent or temporary effect. BAL will take all reasonable steps to bring any Variations to passengers' attention.
- 2.5. Nothing in these Conditions shall affect the statutory rights of any passenger using the Airport.

3. Airside Access Tickets

- 3.1. Subject to clause 6, passengers may only access the Airside Facilities if they present an Airside Access Ticket at the entrance to the security checkpoint.
- 3.2. BAL reserves the right to refuse or condition access to the Airside Facilities from time to time and on a temporary or permanent basis. Accordingly, the Airside Access Ticket does not guarantee access to the Airside Facilities or any other area of the Airport.
- 3.3. Subject to Condition clause 3.4, BAL shall not be liable to any passenger for:
 - (a) any loss, damage or expense incurred by that passenger in the event that he/she is denied access to the Airside Facilities for any reason,

including, but not limited to, his/her failure to present a valid Airside Access Ticket;

- (b) any loss incurred by that passenger arising out of any breach by BAL of these Conditions where such loss was not reasonably foreseeable at the time of the purchase of the Airside Access Ticket; nor
 - (c) any loss/losses incurred by that passenger that do not result from any breach by BAL of these Terms and Conditions.
- 3.4. Nothing in these Conditions shall limit or exclude BAL's liability in respect of death or personal injury caused by the negligence of BAL nor shall anything in these Conditions limit or exclude the liability of BAL for any fraudulent act or omission.
- 3.5. BAL accepts no responsibility for lost, damaged or stolen Airside Access Tickets. BAL has no obligation to replace a lost, damaged or stolen Airside Access Ticket.
- 3.6. Airside Access Tickets are non-transferable. They may not be transferred, sold, offered for sale or offered as a prize in any competition or promotional exercise, without the written consent of BAL (which may be withheld in BAL's absolute discretion).
- 3.7. An Airside Access Ticket cannot be exchanged for monetary value.
- 3.8. BAL will refund the Airport Development Fee paid by a passenger in respect of the purchase of an Airside Access Ticket where a passenger's flight is cancelled in accordance with clause 5 below.
- 3.9. A passenger may, at the discretion of BAL (acting reasonably), be entitled to a refund of the Airport Development Fee paid by a passenger in respect of the purchase of an Airside Access Ticket if he/she does not gain access to the Airside Facilities other than where a passenger has been denied access to the Airside Facilities as a result of a breach of these Terms and Conditions. Once a passenger has accessed the Airside Facilities he/she will not be entitled to a refund of the Airport Development Fee if they miss their flight through no fault of BAL.
- 3.10. Airside Access Tickets shall remain valid for a period of 6 months from the date of purchase but, for the avoidance of doubt, can only be used on one occasion to access the Airside Facilities.
- 3.11. Airside Access Tickets are not redeemable for cash.

4. Conduct of Passengers

- 4.1. BAL reserves the right at any time and without prior notice to refuse admission to or expel any passenger from the Airport (including, for the avoidance of doubt, the Airside Facilities) who, in the reasonable opinion of BAL:

- (a) has breached or is likely to breach these Conditions and any Variations;
 - (b) has or is likely to commit an offence or otherwise do anything which is unlawful; and/or
 - (c) behaves or is likely to behave in a manner which endangers the health and/or safety of other passengers or staff.
- 4.2. All passengers must follow the reasonable instructions of staff at the Airport.
- 4.3. Any passenger who, in accordance with clause 3.2 and/or clause 4.1, is refused admission to or expelled from the Airside Facilities and/or the Airport shall not be entitled to a refund of the Airport Development Fee paid in respect of the purchase of an Airside Access Ticket.

5. Flight Cancellation and Refund of Airport Development Fee

- 5.1. Where a passenger purchases an Airside Access Ticket and his/her flight is cancelled, that passenger may elect to receive either:
- (a) a refund of an amount equal to the Airport Development Fee paid by that passenger in respect of the purchase of the Airside Access Ticket; or
 - (b) a replacement Airside Access Ticket for use at the Airport within 6 months of the date of issue of the replacement.
- 5.2. Where a passenger wishes to claim a refund (under clause (a)) or a replacement Airside Access Ticket (under clause (b)), the passenger must complete a Refund/Replacement Request Form which can be obtained from the Airport's information desk and send it to The Communications Manager, c/o Blackpool International, Squires Gate Lane, Blackpool, Lancs, FY4 2QY.
- 5.3. A passenger shall only be entitled to receive a refund under clause (a) or a replacement Airside Access Ticket under clause (b) if the passenger sends the Airside Access Ticket which was valid on the date that their flight was cancelled together with the Refund/Replacement Request Form.
- 5.4. For the avoidance of doubt, save as set out in this clause 5, BAL shall have no liability whatsoever to any passenger as a result of the cancellation of any flights scheduled to depart from the Airport.

6. Waiver Scheme

- 6.1 Where a passenger refuses to purchase an Airside Access Ticket and BAL reasonably believes that the passenger was unaware of the existence of the Airport Development Fee when that passenger purchased their airline travel ticket (an "Uninformed Passenger"), then this clause 6 shall apply.
- 6.2 BAL may, in its absolute discretion, waive the requirement for an Uninformed Passenger to purchase an Airside Access Ticket provided the passenger signs a letter acknowledging in a form prescribed by BAL (acting reasonably):

- a. The existence of the Airport Development Fee;
 - b. receipt of these conditions;
 - c. the fact that they will be refused access to the Airside Facilities if they fail to pay the Airport Development Fee on any future visit to the Airport.
- 6.3 BAL, when considering whether or not a passenger should be treated as an Uninformed Passenger, shall be entitled to assume that the passenger is reasonably well informed, reasonably observant and circumspect. For the avoidance of doubt, BAL shall not consider any passenger to be an Uninformed Passenger if that passenger:
- a. purchased their airline travel ticket on a website which clearly displays the existence of the Airport Development Fee in the booking process prior to payment being taken;
 - b. purchased their airline travel ticket from any third party which (BAL reasonably believes) informs customers of the existence of the Airport Development Fee prior to payment being taken; and/or
 - c. has travelled from the Airport since 5 January 2009 (when the Airport Development Fee was introduced).

7. Exclusion of Third Party Rights

- 7.1. No person, other than BAL and a passenger who has paid the Airport Development Fee, shall have the right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause contained in these Conditions.
- 7.2. Notwithstanding clause 7.1 above, any successors to or assignees of the rights of BAL shall have the right to enforce any clause of these conditions.

8. Severability

- 8.1. If any clause in these conditions is held to be illegal, invalid or unenforceable in whole or in part the legality, validity and enforceability of the remaining clauses of these conditions shall not in any way be affected or impaired thereby.

9. Governing Law and Jurisdiction

- 9.1. These conditions shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.