

# VIP SERVICE REGULATIONS AT PORT LOTNICZY GDAŃSK



## § 1

These Regulations lay down the rules for using VIP services at Gdańsk Lech Wałęsa Airport.

## § 2

The terms used in this Regulation mean:

- 1) GOT – Gdańska Organizacja Turystyczna ('Gdańsk Tourist Organisation') with its registered office in Gdańsk.
- 2) Consumer – a consumer as defined by Article 22(1) of the Act of April 23, 1964, Civil Code.
- 3) Beneficiary – a person entitled to use the VIP service according to this Regulation.
- 4) PLG – Port Lotniczy Gdańsk sp. z o.o., located at 200 Słowackiego St., 80-298 Gdańsk, registered in the National Court Register under Court Register Number (KRS): 0000075422, with documentation maintained by the District Court Gdańsk - Północ in Gdańsk, VII Economic Department of the National Court Register, Tax Identification Number (NIP): 5220010256, National Business Registry Number (REGON): 01036572200000, share capital 132,700,000.00 PLN, email: [airport@airport.gdansk.pl](mailto:airport@airport.gdansk.pl), phone: +48 58 348 11 99, fax: +48 58 348 12 32.
- 5) Gdańsk Airport – Gdańsk Lech Wałęsa Airport managed by PLG.
- 6) Regulation – the rules for using VIP services at Gdańsk Airport.
- 7) VIP Lounge – the location for providing VIP services at Gdańsk Airport.
- 8) VIP Service – a chargeable service provided by PLG under the terms and within the limits described in this Regulation.
- 9) User - Beneficiaries, greeters, farewells, companions, and crew members serving private flights using the VIP Lounge or VIP service to the extent specified in this Regulation.
- 10) Ordering Party – refers to a natural person, a legal entity, or an organizational unit not being a legal entity, which is granted legal capacity by the law, who orders the VIP service in accordance with this Regulation, regardless of whether this person is a Beneficiary.

## § 3

The entity providing VIP services and managing the VIP Lounge is PLG.

## § 4

1. The basis for providing the VIP service is to make a reservation in accordance with paragraph 4 and to obtain written confirmation from PLG of the feasibility of its realization.
2. The VIP service should be ordered at least 4 hours before the planned arrival or departure.
3. To order the VIP service, one must fill out a form and submit it to PLG via:
  - 1) email address: [vip@airport.gdansk.pl](mailto:vip@airport.gdansk.pl)
  - 2) a form available on the PLG website: VIP Services - Port Lotniczy Gdańsk ([airport.gdansk.pl](http://airport.gdansk.pl))
4. Submitting the form by the Ordering Party constitutes an intention to conclude a contract with PLG under the terms specified in the Regulation. PLG promptly informs the Ordering Party whether the reservation is confirmed.
5. The agreement between PLG and the Ordering Party is concluded at the moment PLG confirms the VIP service reservation.
6. The form and the current price list for VIP services are available at: VIP Services - Port Lotniczy Gdańsk ([airport.gdansk.pl](http://airport.gdansk.pl)).
7. Payment for the VIP service must be made via bank transfer to PLG's bank account through online payment or by credit card in the VIP Lounge. Online payment is possible by credit card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro).
8. In case of the need to refund for online payment made by credit card, the refund will be made to the bank account associated with the card. For online payments by credit card, the service provision time is indicated from the moment of obtaining positive authorization.
9. The entity providing online payment services is Blue Media S.A., located in Sopot (address: 6 Powstańców Warszawy St., 81-718 Sopot), Court Register Number (KRS): 0000320590, Tax Identification Number (NIP): 5851351185.
10. Free cancellation of the VIP service reservation by the Ordering Party is allowed at least 6 hours before the planned departure or arrival. Otherwise, the Ordering Party will be charged the full cost of the VIP service according to the current price list. Cancellation of the reservation requires written notification to the email address: [vip@airport.gdansk.pl](mailto:vip@airport.gdansk.pl)
11. In case of a flight cancellation for which the VIP service was to be provided, free cancellation of the VIP service reservation by the Ordering Party is allowed at any time before the start of its provision.
12. In case of a flight cancellation for which the VIP service was to be provided, after the actual start of its execution, the Ordering Party is obligated to pay for the service in full, except when the flight was cancelled due to reasons attributable to PLG.
13. The provisions of the above paragraphs regarding the cancellation of VIP services do not infringe on consumer rights arising from the Consumer Rights Act.

## § 5

1. The basic VIP service includes:
  - 1) Access to the VIP Lounge with the possibility of using the following amenities:
    - a) "All inclusive" catering within the range of offered food items.
    - b) Access to a printer, fax, computer, Internet, and satellite TV.
    - c) National and international press.
    - d) Access to the duty-free zone in the departure hall of the passenger terminal.
  - 2) Individual and comfortable limousine transportation to/from the aircraft: information about available car brands can be found on the Airport's website.
  - 3) Parking space near the VIP Lounge (for the duration of the service).
  - 4) Individual and discreet security check.
  - 5) Ticket and luggage check-in as well as customs clearance. Luggage service includes checking in luggage before the flight or delivering it to the VIP Lounge upon arrival.

- 6) Invitation to the VIP Lounge for two people seeing off or welcoming.
2. The basic VIP service can be extended with catering service (for an additional fee), upon prior notification in the form. The price for the catering service will depend on the type of order, to which a handling fee will be added according to the current price list.
3. In case of leaving a vehicle for the duration of the service, the Ordering Party will be required to pay for parking according to the following price list:
  - 1) Leaving the vehicle for up to 24 hours: 80 PLN.
  - 2) Leaving the vehicle for more than 24 hours up to 5 days: 150 PLN.
  - 3) Leaving the vehicle for more than 5 days up to 10 days: 250 PLN.
  - 4) Leaving the vehicle for more than 10 days: 250 PLN + a fee calculated according to points 1) – 3) for the time the vehicle is left beyond 10 days.
4. PLG also provides the following services, which can be ordered in conjunction with the basic VIP service (for an additional fee):
  - 1) The possibility of the client's car entering the Gdańsk Airport area and picking up the passenger from the airport apron with the assistance of PLG services.
  - 2) Rental of the Conference Room in the VIP Lounge.
  - 3) Rental of designated parts of the VIP Lounge:
    - a) The Presidential Room,
    - b) The Kashubian Room,
    - c) Organization of transfers carried out by a professional carrier.

## § 6

1. Access to the VIP Lounge is through a dedicated traffic lane.
2. VIP Lounge location: passenger terminal T2 of Gdańsk Airport, level -1 3.
3. The VIP Lounge is open 24 hours a day, every day of the year.

## § 7

1. The VIP Lounge is an integral part of Gdańsk Airport, where the level of service, quality of provided services, and concern for the comfort and safety of users are combined with procedures ensuring safety in the context of civil aviation air transport.
2. Only persons registered in the form can stay in the VIP Lounge, including those greeting or seeing off.
3. The beneficiary may enter the VIP Lounge no earlier than:
  - 1) Scheduled/private aircraft – 2 hours,
  - 2) Charter aircraft – 3 hours,and no later than 50 minutes before the planned departure. Passengers traveling domestically without checked luggage may enter the VIP Lounge no later than 30 minutes before the scheduled departure time.
4. Greeting persons may enter the VIP Lounge no earlier than 30 minutes before the scheduled arrival time.
5. Persons greeting/saying goodbye are required to present a valid photo ID.
6. It is possible to greet/say goodbye to the beneficiary on the airport apron. Detailed information is provided by the VIP Lounge staff.
7. Entry of minors into the VIP Lounge is possible only under adult supervision, except for child travel assistance service without a guardian.
8. Only vehicles indicated in the form may use the parking. The parking is available only for the duration of the VIP service.
9. The beneficiary should possess all required documents for air travel.
10. It is the beneficiary's responsibility to ensure that both checked and carry-on luggage comply with international regulations and carrier standards (information is available on airline tickets or from the carrier).
11. Users are subject to security, border, and customs control. Users are required to undergo the appropriate security procedures (for persons and luggage) when entering the airport's restricted area.
12. Members of the crews serving private flights, whose passengers use the VIP Service, can stay in the Lounge free of charge, directly before departure or after arrival. Crew members are also entitled to use the infrastructure in terms of security, border, and customs control within the given VIP service.
13. While in the VIP Lounge, it is imperative to comply with the instructions of the security services (Border Guard, Airport Security Service) and rescue services (Airport Fire Brigade), which take appropriate actions in accordance with procedures.
14. PLG reserves the right to refuse the VIP service in case of lack of reservation or provision of incorrect or false information, inappropriate behavior of Users, or if justified by security reasons.
15. In case of a security threat or force majeure circumstances that cannot be foreseen and prevented even with utmost care (extraordinary, external events, such as floods, fires, terrorist attacks), the VIP service may be canceled or rescheduled. Due to the above circumstances, PLG is not responsible for canceling or rescheduling reservations. In case of VIP service cancellation, the Ordering Party will not be charged. In case of reservation conditions change, the Ordering Party may accept new conditions or cancel the reservation without any costs.
16. PLG reserves the right to change the terms of the VIP service reservation, which will be promptly communicated to the interested parties. In case of changes to the service reservation terms, the Ordering Party may accept the new reservation conditions or cancel the reservation without incurring additional costs. The previous sentences of this paragraph do not apply to contracts where the Consumer is a party.
17. PLG will provide the beneficiary with the amenities covered by the service at the time resulting from the confirmed reservation.
18. After the beneficiary has used any of the amenities that make up the basic VIP service, Gdańsk Airport considers the provision of the basic VIP service as fulfilled. Failure by the beneficiary to use part of the amenities making up the basic VIP service for reasons not attributable to PLG does not entitle the Ordering Party to reduce the service fee or to refund the service fee in any part.
19. In consideration of adhering to the Regulation provisions and ensuring safety in the VIP Lounge, the following rules are introduced:
  - 1) Users' behavior must not disturb the peace and comfort of other VIP Lounge Users,
  - 2) Children must remain under constant adult supervision,
  - 3) Guardians are responsible for any damages caused by children,
  - 4) Users are responsible for any damages they cause in the VIP Lounge and in the transportation to and from the aircraft,
  - 5) The use of intoxicating substances and psychoactive substances is prohibited,
  - 6) Users are required to refrain from excessive alcohol consumption,
  - 7) Smoking of tobacco products and electronic cigarettes is strictly prohibited in the VIP Lounge, except in designated areas.
20. In case of non-compliance with the Regulation and the rules applicable in the VIP Lounge, the staff will inform the User about the violation of the rules. If, despite being addressed, the User does not comply with the applicable rules, the staff has the right to refuse further service.
21. Users who have been denied service as a result of violating the Regulation rules are not entitled to a refund. Users or the Ordering Party will be charged for the VIP services according to the current price list.

22. The Ordering Party is obligated to inform the Users about the applicable rules.
23. The presence of animals in the VIP Lounge is possible provided that they are under constant supervision of their guardians and are kept in specially adapted bags/cages, excluding SVAN (Service Animals) and ESAN (Emotional Support Animals). For the stay of animals, except for assistance dogs (SVAN) serving as guides for persons with disabilities and dogs providing emotional support (ESAN), an additional fee applies according to the price list. The User is required to present appropriate documents/certificates regarding the status of the dog. Animals must not be left unattended or unsupervised, pose a threat to the safety or comfort of other Users, or soil the VIP Lounge. Guardians are responsible for the behavior of the animals and any damages caused.
24. Regular users of VIP services may enter into a separate agreement with PLG concerning VIP services, specifying different terms of service provision than those resulting from this Regulation.

#### § 8

1. The Ordering Party, who is a Consumer, does not have the right to withdraw from the contract concluded with PLG at a distance or outside the business premises under Article 27 of the Consumer Rights Act regarding the basic VIP service, catering service, and the rental of the conference room at the VIP Lounge due to the exclusion of this right resulting from Article 38 point 12) of the Consumer Rights Act.
2. The Ordering Party, who is a Consumer and who has entered into a contract with PLG at a distance or outside the business premises concerning the service of entering the car into the area of Gdańsk Airport and picking up the passenger from the apron with the assistance of services, may withdraw from it without giving any reason and without incurring costs within 14 days from the conclusion of the contract in this regard.
3. The model withdrawal form is Annex No. 2 to the Consumer Rights Act.
4. Upon fulfillment of the service by PLG, the Ordering Party loses the right to withdraw from the contract concluded outside the business premises or at a distance.
5. Information regarding the processing of personal data is available at: [Privacy Policy – Port Lotniczy Gdańsk \(airport.gdansk.pl\)](#) and in the information clause placed next to the [VIP Service form – Port Lotniczy Gdańsk \(airport.gdansk.pl\)](#).

#### § 9

1. Complaints regarding services provided under this Regulation can be submitted to the address: [airport@airport.gdansk.pl](mailto:airport@airport.gdansk.pl) or Port Lotniczy Gdańsk, 200 Słowackiego St., 80-298 Gdańsk.
2. PLG will respond to the Consumer's complaint within 30 days from the day of its receipt.
3. PLG reserves the right to choose the form of response to the complaint.
4. In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on the online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes), the tool for out-of-court resolution of disputes concerning contractual obligations arising from online sales contracts or service contracts entered into between consumers residing in the European Union and traders based in the EU is the ODR (Online Dispute Resolution) platform. It is available at <http://ec.europa.eu/consumers/odr/>. Resolving disputes through this method is free of charge and voluntary.
5. Disputes concerning services provided under this Regulation will be settled:
  - 1) in the case of disputes involving a Consumer – by the competent court in accordance with the provisions of the Code of Civil Procedure,
  - 2) in the case of disputes not involving a Consumer – by the competent court for the headquarters of PLG.