

TERMS OF USE

Please read these terms and conditions carefully before registering for SmartDelay™.

Parties to SmartDelay

SmartDelay is provided on behalf of National Bank of Kuwait S.A.K.P. (“Client”) by LoungeKey Limited and its affiliates. By entering into this agreement, you agree that you are legally capable of entering into a binding contract and you are at least 18 years old. You also agree with our privacy policy found here.

Eligibility

To access this service you must register for SmartDelay at the following address:

[<https://visa.smartdelay.com/nbk>]

SmartDelay is provided at our discretion and only selected scheduled flights are eligible for registration.

How to use SmartDelay

You will become eligible for SmartDelay if you register your flight before your actual departure time or at the time the flight delay is announced. We reserve the right not to provide SmartDelay if you fail to accurately register your details or the details of your travel companion[s]. The departure of your flight will be monitored by our flight tracking system. Subject to successful prior registration and lounge availability, SmartDelay will provide you and up to 4 travel companion[s] with airport lounge access via email in the event that our flight tracking system identifies that your flight is delayed by more than 60 minutes (the “Delay Threshold”). You will also receive an SMS to notify you of such emails. Access to the email account you provided at registration and the ability to display your lounge access email is a condition of use of SmartDelay.

We and you will rely solely on our flight tracking system to determine if you have become eligible for airport lounge access. You accept that we do not warrant the accuracy of the flight tracking system and you will not rely on it to track your flight departure time. SmartDelay will be provided to you and 4 travel companion/s on the same day of your flight travel. It cannot be used on any other day of your travel. Only the named individual including travel companion[s] in the SmartDelay email confirmation will be eligible to airport lounge access.

SmartDelay is provided to you and your travel companion[s] on a non-transferable, non-refundable and non-changeable basis. By accessing the airport lounge, you and your travel companion[s] agree to abide by the rules and policies of the lounge. You and your travel companion[s] acknowledge that additional dining options and business or conference facilities available to lounge guests may be subject to additional charges. You and your travel companion[s] will remain solely liable for such charges. We will not be held liable for such charges howsoever rising.

You expressly accept all conditions of use that are applicable to the Service (“Conditions of Use”) provided by us. Our terms and conditions for lounge access can be found here:
<https://loungefinder.loungekey.com/pass/conditions-of-use>.

Where applicable, by accessing the airport lounge, you agree to abide by the rules and policies of the lounge.

Price and Payment

This service is free.

Liability

If we fail to comply with these terms and conditions, we shall only be liable for the retail value of the lounge access. We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- loss of income or revenue;
- loss of business;

- loss of profits; or
- loss of anticipated savings.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Nothing in this agreement excludes or limits our liability for:

- liability for death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Where you use the services of any participating airport lounge, any losses or liability arising out of, or in connection with using such lounge shall be the liability of the participating lounge. We will not participate in any dispute between you and any participating lounge. We do not give any warranty for any goods services accessed through the participating lounges.

You agree that you will defend and indemnify Collinson Service Solutions Limited, us, and our companies, 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 SmartDelay by you, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

Term and Cancellation

The term of this agreement will end and the service will be revoked if your card is cancelled.

Notices

You accept that communication with us will mainly be electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. You should be aware that access to your email may be subject to local Internet access charge depending on your own individual arrangements for Internet access. You agree that you will be solely responsible for any expenses incurred for your access to SmartDelay service.

Right to Amend and Revoke This Agreement

We have the right to amend or terminate this agreement with immediate effect at any time.

The Cardholder Service

If you have a complaint about any aspect of the Service, please contact: customerservice@visa.smartdelay.com. Upon receiving your complaint we will confirm a final response or let you know when a final response can be expected. Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

Other Important Terms

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. These terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.