Terms and Conditions

Please read these terms and conditions carefully before registering for the SmartDelay service (the "Service").

Parties to Service

The Service is carried out on behalf of Cardholder Brokerage Services INC. ("Client") by Collinson Insurance Services Limited ("we/us/our"), 3 More London, Riverside, 5th Floor, London, SE1 2AQ. By entering into these terms and conditions, 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

This Service is available to all customers with a U.S. Bank Altitude® Connect Visa Signature® card. To access this Service you must register for Service at the following address https://altitudeconnect.smartdelay.com. You acknowledge that not all flights are eligible for registration.

How to use the Service

You will become eligible for the Service if you register your flight 2 hours before the scheduled departure. We reserve the right not to provide the Service if you fail to accurately register your details. The departure of your flight will be monitored by our flight tracking system. Subject to a successful prior registration, we will provide you with an lounge access voucher via email if our flight tracking system identifies that your flight is delayed by more than 120 minutes (the "Delay Threshold"). You will also receive an SMS to notify you of such emails. Access to the email account you provide at registration and the ability to display your lounge access voucher is a condition of use of the Service.

A delay which meets or exceeds the Delay Threshold can be announced as one single period of delay, or as a result of a consequence of multiple incremental shorter delays totalling the Delay Threshold.

We will rely solely on our flight tracking system to determine if you have become eligible for 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.

In the event of a qualifying travel delay, a lounge access voucher will be provided to your email address for you and up to 3 travel companions on the same day of your flight travel. It cannot be used on any other day of your travel.

Only the named individuals in the email confirmation will be eligible to receive the Service.

The Service is provided to you on a non-transferable, non-refundable and non-changeable basis. No cash or credit alternatives will be offered.

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://loungekeypass.loungekey.com/en/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. Client reserves the right to amend the fee from time to time.

Liability

If we fail to comply with these terms and conditions, we shall only be liable for the issuance of a participating lounge access replacement voucher. Replacement vouchers are non-refundable and cannot be exchanged for cash. We shall not be liable to reimburse you for any out of pocket costs or expenses or lounge access costs incurred by you at the airport should you choose to access the lounge at your own cost.

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 and conditions 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 these terms and conditions exclude or limit our liability for any 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 or services accessed through the participating lounges.

You agree that you will defend and indemnify 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 the Service by you, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.

Term and Cancellation

The term of these terms and conditions will end if the Service is revoked by the Client.

Notices

You accept that communication with us will mainly be electronic. 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.

Right to Amend and Revoke These Terms and Conditions

We have the right to amend or terminate these terms and conditions with immediate effect at any time.

Customer Service

If you have a complaint about any aspect of the Service, please contact: smartdelaysupport@collinsongroup.com.

Other Important Terms

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

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 and conditions 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 and conditions, 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.

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

These terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.