

Appendix 1 to the Schiphol Regulations: Schiphol Admission Regulations (RTS)

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0. Document details

Introduction The Schiphol Admission Regulations (*Regeling Toelating Schiphol*, RTS) list the regulations and conditions applicable to businesses and organisations that wish to gain access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. at Amsterdam Airport Schiphol in the course of their airport-related activities. There are also related regulations for persons working for businesses and organisations that have been granted access (*)

(*) The document '[Access Policy governing Security Restricted and Secure Operational Areas at Amsterdam Airport Schiphol](#)' explains the access policy choices contained in the Schiphol Admission Regulations (RTS). This document also describes the various types of Schiphol Passes and the conditions for obtaining a Schiphol Pass.

Administration Administration of this document is in the hands of the Amsterdam Airport Schiphol Airport Authority Office.

Contact Questions, comments and suggestions concerning the RTS can be emailed to schipholregels@schiphol.nl

Dutch source text This is a translation of a Dutch source text. Please note that in a legal sense, the Dutch source shall prevail.

Prevailing version of the RTS The prevailing version of the RTS can be consulted at: www.schiphol.nl

Version history The table below contains the amendments to the previous version of the RTS. The full version history of the RTS can be obtained and consulted at Airport Authority Office.

Version	Section	Content of the amendment	Date
11	4, Art. 6(3)	Withdrawal of certificate of no objection by Ministry of the Interior added	April 2017
	4, Art. 6(7)	Withdrawal of certificate of no objection added to examples	

1. Adoption

Adoption of regulations

Whereas:

- a. Pursuant to Section 37b of the Aviation Act and Article 14a of the National Regulations for the Safe Use of Airports and Other Sites (RVGLT), N.V. Luchthaven Schiphol, as owner and operator of Amsterdam Airport Schiphol, is responsible for Airside Security Restricted Area - Critical Parts and, as part of this responsibility, commissions Schiphol Nederland BV (hereinafter to be jointly referred to with N.V. Luchthaven Schiphol as 'SNBV') to monitor the granting of access rights, including the distribution and collection of Schiphol Passes;
 - b. SNBV is owner of the access control system and the Schiphol Passes;
 - c. the counterparty performs work in the areas at Amsterdam Airport Schiphol designated as Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.;
 - d. In order to perform this work, Employees of the counterparty or of Third Parties engaged by the counterparty require access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. and therefore must hold a valid Schiphol Pass for persons/vehicles;
 - e. SNBV has taken a series of measures to penalise use of the Schiphol Pass for persons/vehicles that is in breach of the applicable regulations and conditions;
 - f. SNBV provides Schiphol Passes for persons/vehicles to Employees of the counterparty and Employees of Third Parties engaged by it (exclusively) for access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. under the following conditions;
 - g. The counterparty, in addition to Employees and Third Parties, is responsible and liable for the use of the Schiphol Passes for persons/vehicles provided to these Employees and Third Parties.
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2. Definitions

Article 1

Definitions

Term	Description
Instruction(s)	Instructions, requirements and conditions as referred to in Article 14a of the National Regulations for the Safe Use of Airports and Other Aerodromes, Section 37b of the Aviation Act and Article 16 of the Airport Grounds Ground Handling Regulations.
Handling agent	Provider of ground-handling services.
Airside Demarcated Areas	Security restricted areas which have been designated as demarcated areas by the airport operator, which are not public and which are subject to full access control.
Authorisation	Authorisation assigned to the holder of the Schiphol Pass for persons/vehicles granting access to various parts of the Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.
Escort authority	Authority of a holder of a Schiphol Pass for Persons to escort a person with a Schiphol Visitor Pass in Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.
Third-party/parties	Persons not employed by the counterparty but who are engaged by the counterparty and require a Schiphol Pass for persons/vehicles to perform work on behalf of the counterparty.
Area Manager	The official of SNBV who is responsible for security in the Airside Security Restricted Area at Amsterdam Airport Schiphol that come under his/her responsibility and the official of the counterparty who is responsible for security in the Landside Secured Premises by A.A.S. that come under his/her responsibility.
Ground-handling services	The services provided at an airport to users as specified in the appendix to Council Directive 96/67/EC of 15 October 1996 on access to the ground handling market at Community airports (OJ EC L 272/36).
Landside Secured Premises by A.A.S.	Restricted access areas designated as such by the airport operator that are secured to ensure the continuity of SNBV operations as distinct from guaranteeing the safety of civil aviation.
Non-Security Restricted Area	The area designated by the airport operator, pursuant to the airport operator's legal obligations to grant access only to those people in possession of a valid ticket, Crew-ID or airport identity card.
Pass holder	A natural person to whom a Schiphol Pass for Persons has been issued.
Schiphol Admission Regulations	Conditions for companies and organisations that desire access to Amsterdam Airport Schiphol's Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.
Schiphol Pass for Persons	A pass issued by the airport operator that grants access to Amsterdam Airport Schiphol's Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. The term Schiphol Pass is also understood to mean a Schiphol Day Pass and Schiphol Visitor Pass issued by the airport operator.
Schiphol Vehicle Pass	Access pass, as defined in EU Regulation 185/2010

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1.1 Definitions, Continued

Article 1 (continued)

Term	Description
Security Restricted Areas	Security restricted areas which have been designated as such by the airport operator for security reasons, which are not public and which are subject to full access control in order to safeguard the security of civil aviation. Personnel are only permitted to carry out activities in an SRA if a background check has taken place after which a certificate of no objection can be submitted.
Security Restricted Area – Critical Parts	Critical sections of the security restricted area at the airport, within which all those present have been checked for the presence of prohibited items and which are subject to strict access controls.
Access control system	The automated system installed and maintained by SNBV for physical and visual access security of Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.
Access control	The full range of access control measures, including the distribution, operational control and collection of Schiphol Passes for Persons and Vehicles and security control measures, including the control of persons, vehicles and goods.
Schiphol Pass (persons) Conditions	The applicable conditions provided to the pass holder with which he/she is obliged to comply.
Schiphol Pass (vehicles) Conditions	The applicable conditions provided to the counterparty with which the counterparty is obliged to comply.
Counterparty	A company or organisation whose Employees or Third Parties engaged by it are provided with Schiphol Passes for persons/vehicles by SNBV.
Employee(s)	Employee(s) in the employment of the counterparty.

3. Rules regarding access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.

Article 2

Access

SNBV only grants access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. if the following requirements are satisfied on a continuous basis.

Article 3

Company information

1. The counterparty must register with SNBV by means of the appropriate registration form available from SNBV and at www.schiphol.nl.
 2. The counterparty will not be registered until SNBV has processed the fully and correctly completed registration form supplied by the counterparty.
 3. SNBV will assess whether granting the counterparty's Employees, or Third Parties it engages to perform work on its behalf, access to the Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. is warranted based on the company information supplied for the registration.
 4. The counterparty is responsible and liable at all times for the accuracy and completeness of the company information it provides for the purpose of obtaining access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. for its Employees or Third Parties engaged to perform work on its behalf.
 5. If the work of the counterparty has come to an end, either in full or in part, or if the nature of the work has changed, the counterparty must inform SNBV thereof in writing without delay.
 6. SNBV will assess the changed information and description to determine whether access is still warranted.
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Article 4

Use of airport facilities

1. The counterparty will ensure that its Employees and Third Parties use all airport facilities and provisions as efficiently and safely as possible and in such a way that they can also be used simultaneously by other parties efficiently and safely.
 2. The counterparty is obliged to use all facilities to which it is granted access with due care and diligence and in accordance with the general and specific instructions provided by SNBV relating to their use.
 3. SNBV reserves the right to charge, following consultations, a reasonable fee for the counterparty's use of certain infrastructure and/or facilities within Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. in order to facilitate the efficient use of such infrastructure and/or facilities or for other reasons related to ensuring order and safety.
 4. SNBV is authorised at all times to make changes to the furnishing and/or facilities within the Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S., including but not limited to the infrastructure, buildings and runways and other facilities. SNBV will make available as much information as possible about these changes or intended changes and, should the nature of these changes give cause to do so, will consult with the users of the relevant facilities. SNBV can never be held liable for damages in connection with such changes, with the exception of damage resulting from an intentional act and/or gross negligence.
 5. The counterparty is responsible for taking out adequate insurances at its own expense.
 6. The counterparty is in any event obliged to take out permanent insurance against damage to property of SNBV and its affiliated enterprises.
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3. Rules regarding access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S., Continued

Article 4
(continued)

7. At the request of SNBV, the counterparty will present proof that it has taken out the insurance policies required under this article as well as proof of payment of the premiums owed.
 8. The counterparty will ensure it has in place a demonstrably effective safety, occupational health and safety, and environment management system based on a plan-do-check-act cycle to the extent its activities require such a system. Proof that such a system is in place can be demonstrated through JAR-OPS, IOSA, and/or ISAGO and similar compliance certificates.
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4. Rules regarding the application for Schiphol Passes

Article 5

Applying for Schiphol Passes

1. Schiphol Passes for persons/vehicles will only be issued after the counterparty has registered and fully and truthfully completed an application form for a Schiphol Pass for persons/vehicles.
 2. As part of the application process for a Schiphol Pass, the counterparty must request a security screening for its Employees, or for the Third-Party workers it engages, from the General Intelligence and Security Service.
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Article 6

Conditions applicable to the counterparty with respect to Employees and Third-Party workers

1. The counterparty will ensure that its Employees and Third-Party workers it engages are and remain informed of the rules and procedures relating to applying for, using and returning the Schiphol Passes for persons/vehicles issued to them; furthermore, the counterparty will also require that its Employees and Third-Party workers comply with the rules and procedures as set out in the 'Conditions Schiphol Pass for Persons' and the 'Conditions Schiphol Vehicle Pass'.
 2. Work to be carried out by Employees or Third-Party workers must be on the instruction of the counterparty.
 3. The counterparty will inform SNBV in writing and without delay about any changes to Employee and Third-Party worker details previously provided (stating the name, pass number and birth date of the Employees or Third-Party workers concerned). These changes concern the following details:
 - Termination of employment;
 - Withdrawal by the Ministry of the Interior and Kingdom Relations of the employee's certificate of no objection.
 - Change of employee role, as a result of which the Employee concerned no longer requires the Schiphol Pass for Persons or escort authority issued to him or her, or the Employee concerned requires different authorisations.
 - Any (other) change resulting in the Employees or Third-Party workers no longer requiring the Schiphol Pass for persons/vehicles in order to carry out their duties.
 4. The counterparty and Schiphol Pass user employed by the counterparty are both responsible for informing SNBV and amending the job matrix when the Schiphol Pass user moves to a new role. This is particularly important where a change of critical Authorisation is involved.
 5. The counterparty will endeavour to incorporate provisions in its employment contracts and Third Party agreements that make the confiscation of the Schiphol Pass for Persons grounds for termination with immediate effect of the employment contract or agreement, respectively.
 6. The counterparty is responsible for returning the Schiphol Pass for persons/vehicles following the end of work for which the Schiphol Pass was issued, when the employment of an Employee issued with a Schiphol Pass for persons/vehicles has been terminated, on the final working day of an Employee issued with a Schiphol Pass for persons/vehicles, on the termination of the work of Third Parties on behalf of the counterparty or on the instructions of SNBV.
 7. The counterparty will ensure that the pass holder immediately returns the Schiphol Pass for Persons to the appropriate personnel designated by SNBV if the pass holder is no longer required to enter Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas work, the termination of employment, withdrawal of certificate of no objection etc.). Upon request, the pass holder will be given a receipt when he or she hands in the Schiphol Pass.
 8. The Schiphol Vehicle Pass held by SNBV-authorized personnel must be withdrawn immediately if the vehicle will no longer enter Airside Security Restricted Area - Critical Parts and/or Airside Demarcated Areas (following the replacement of the vehicle concerned, the end of work, etc.). Upon request, a receipt will be provided when the Schiphol Pass is handed in.
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4. Rules regarding the application for Schiphol Passes, Continued

Article 6 (continued)

9. The Schiphol Pass for persons/vehicles is issued for a specific term of validity, which term is stated on the Application Form for the Schiphol Pass for persons/vehicles. At the request of the counterparty, SNBV may decide to extend the term of validity of a Schiphol Pass for persons/vehicles. To obtain such an extension, the counterparty must have submitted a written request for an extension to SNBV no later than one business day before the expiry of the original term of validity. An extension of the term of validity of a Schiphol Pass for persons/vehicles does not affect the applicability of these Regulations or the 'Conditions Schiphol Pass for Persons' and/or the 'Conditions Schiphol Vehicle Pass'.
 10. SNBV registers and monitors the use of the Schiphol Pass for persons/vehicles issued to an Employee or Third-Party worker as well as any Authorisations and features associated with the Schiphol Pass. If the Schiphol Pass for persons/vehicles or a specific Authorisation or feature has not been used for a period of more than two months, SNBV has the right to block or confiscate the Schiphol Pass for persons/vehicles or to withdraw the Authorisation and/or feature, irrespective of the reason for the non-use of the Schiphol Pass for persons/vehicles or Authorisation and/or feature, and to do so without any prior warning to or notification of the pass holder or employer, unless alternative agreements have been made with the counterparty in this regard.
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5. Rules regarding enforcement

Article 7

Supervision of compliance with the regulations

Schiphol Nederland B.V. (SNBV) supervises compliance with these regulations on behalf of the operator of Amsterdam Airport Schiphol, which is N.V. Luchthaven Schiphol (NVLS). Provided there is a good reason to do so, SNBV is authorised at all times to report a suspected criminal offence to The Royal Netherlands Marechaussee (*Koninklijke Marechaussee*) with a view to possible criminal prosecution. Furthermore, SNBV and NVLS expressly reserve the right to sue for damages in separate legal proceedings.

Failure to comply with regulations will be regarded as an unlawful act vis-à-vis SNBV.

Article 8

Enforcement of Schiphol Regulations

The Airport Authority Office department of SNBV, which is tasked with enforcement of the Schiphol Regulations, assesses breaches of those regulations and may in principle handle an incident administratively in accordance with Article 14 or, in the case of a more serious incident, submit the case to the Schiphol Sanctioning Committee for assessment.

Article 9

Working Method

Airport Authority Office keeps a record of breaches of the Schiphol Regulations and the sanction measures imposed in accordance with Article 14. If a breach is presented to the Schiphol Sanctioning Committee, Airport Authority Office will ensure that all documents relating to the breach are available in good time.

Airport Authority Office is responsible for the correct and timely execution of resolutions of the Schiphol Sanctioning Committee.

6. Rules regarding sanctions

Article 10

Sanctions for non-compliance with the applicable requirements and procedures

1. With respect to the use of Schiphol Passes for persons/vehicles, the sanctions policy as set out in Articles 12, 13 and 14 applies to Employees, Third Parties and the Other Party.
 2. Without prejudice to SNBV's authorities under the Aviation Act 1992, the Aviation Act 1952, the Regulations for the Safe Use of Airports and Other Aerodromes (RVGLT) and the Schiphol Regulations, such as its authority to issue instructions, to discontinue operations, to report certain situations (that are unsafe, disorderly or constitute a threat to the environment) as well as to establish violations and report these to the competent authorities, with respect to non-compliance or incomplete compliance with these Regulations SNBV may impose the following sanctions:
 - Ordering the counterparty to draw up and submit improvement measures and/or a (periodic) report in accordance with requirements to be set by SNBV;
 - The placement of the work executed by the counterparty under the supervision of a person or body to be designated by SNBV;
 - The temporary prohibition of the counterparty's access to (parts of) Amsterdam Airport Schiphol's Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. ('the blocking of Authorisations and/or features');
 - The permanent prohibition of the counterparty's access to (parts of) Amsterdam Airport Schiphol's Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S. ('the blocking of Schiphol Passes');
 - The awarding of no new Authorisations and/or features to the counterparty's Employees and/or Third Parties;
 - The issuing of no new Schiphol Passes to the counterparty's Employees and/or Third Parties.
 3. SNBV can invoke all of the sanctions referred to in this article, as well as the right of compliance and/or compensation for all damage it has incurred and any other rights, in conjunction. SNBV is free to choose the combination of sanctions that it deems most suitable.
 4. The provisions of this article do not impair the authority of SNBV to deny access to individual Employees in accordance with the 'Conditions Schiphol Pass for Persons'.
 5. SNBV will closely monitor the full and timely compliance of the conditions for access to Schiphol, including these Schiphol Admission Regulations. In the event of non-compliance, this agreement can be (extrajudicially) dissolved, resulting in the counterparty, and the natural and legal persons engaged by it, being denied access to Airside Security Restricted Area - Critical Parts, Airside Non-Security Restricted Areas, Airside Demarcated Areas and/or Landside Secured Premises by A.A.S.
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7. Rules regarding sanction measures

Article 11

Guideline

The Airport Authority Office and the Schiphol Sanctioning Committee use the following overview of sanction measures as a guideline, but are authorised to depart from it if:

- doing so is warranted by the seriousness of the breach in relation to the possible consequences of the actions;
- mitigating circumstances of an individual nature exist, including the immediate, independent and unsolicited reporting of a breach and the willingness to cooperate with identifying a possible learning effect for processes and procedures.

Article 12

Overview of sanction measures

The overview below contains the sanction measures that may be imposed by the Airport Authority Office or the Schiphol Sanctioning Committee on pass holders (P), companies and organisations (W) that breach the Schiphol Regulations and/or the Schiphol Admission Regulations (RTS).

No.	W/P	Possible sanction measures
1	W	The dispatch of enforcement letters to the employer (recommendation to take action) and/or the administering of a Safety & Security test at the Badge Centre.
2	W	The dispatch of enforcement letters to the employer and/or an invitation to attend an enforcement meeting (urgent recommendation to take action) and/or the temporary/definitive cessation of the issuance of new Schiphol Passes.
3	W/P	Temporary blocking/confiscation of new Schiphol Passes.
4	W/P	Sanction to be determined by Sanctioning Committee (e.g. financial sanctions).

Article 13

Re-issuance/unblocking

A pass that has been blocked/confiscated will be unblocked/returned following a written request by the employer for the pass to be unblocked/reissued.

Article 14

Overview of types of breaches and possible sanction measures

The overview below contains the types of breaches of the Schiphol Regulations and the Schiphol Admission Regulations (RTS) and the sanction measures that may be taken by the Schiphol Sanctioning Committee or Airport Authority Office on a first, second and third breach, as indicated in the overview below. The numbers in the final three columns correspond with the numbers in the first column of the overview above with possible sanction measures.

Type of breach of the Schiphol Regulations and/or RTS	1 st	2 nd	3 rd
Providing incorrect current company information	1	2	3/4
Late submission of Schiphol Passes	1	2	3/4
Employee not officially in employer's service	2	4	
Causing damage to or vandalising airport property	3	4	
Non-use or incorrect use of Schiphol Passes	1	2	4
Incorrect use/removal of Schiphol Vehicle Pass	1	2	4
Non-compliance with instructions issued by or on behalf of airport operator	1	4	
Breaching airport area code of conduct	2	3	4
Breaching order and safety rules	2	3	4
Incorrect/unauthorised use of operating assets or airport facilities	2	3	4
Breaching work-related rules	1	2/3	4
Breaching rules on the storage and transport of hazardous substances	2	4	
Breaching rules regarding platform(s)	1	2/3	4
Breaching rules regarding aircraft	1	2/3	4

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7. Rules regarding sanction measures, Continued

Article 14 (continued)

Type of breach of the Schiphol Regulations and/or RTS	1 st	2 st	3 rd
Causing an unsafe situation (high)	4		
Causing an unsafe situation (medium)	1	2/3	4
Causing an unsafe situation (low)	1	2/3	4
Breaching rules regarding aircraft stands	1/3	4	
Breaching general codes of conduct (*)	1	2/3	4
Breaching rules on fire safety	1	4	
Breaching smoking ban	3	4	
Breaching parking rules	1	3	4
Breaching traffic rules	1	3	4
Breaching environmental rules	2	4	
Misuse of a Schiphol Pass	1/3	4	
Non-cooperation with (access) control procedures	3	4	
Suspicion of criminal activity potentially jeopardising safety and/or security at Schiphol.	3	4	

(*) serious breaches of the general code of conduct are escalated to the breach type 'Causing an unsafe situation (high)'

8. Rules related to the Schiphol Sanctioning Committee

Article 15

The Schiphol Sanctioning Committee is authorised to take decisions relating to breaches of the Schiphol Regulations, including the Schiphol Admission Regulations. The Schiphol Sanctioning Committee takes decisions relating to breaches submitted by the Airport Authority Office. The Schiphol Sanctioning Committee takes decisions when requested to consider decisions taken by the Airport Authority Office with regard to breaches.

The Schiphol Sanctioning Committee has an annual session schedule that provides for one session every other week. The Schiphol Sanctioning Committee may decide, at the request of the Airport Authority Office, to convene an interim session if warranted by the seriousness of the breach.

The breach is explained at the session of the Schiphol Sanctioning Committee by a representative of the Airport Authority Office in the role of technical expert, after which the infringer is given an opportunity to respond so that both sides are heard. Any available images in relation to the breach will be shown during the session. The infringer is expressly not given access to the images, either before or after the session. The technical expert remains present during the entire session so that s/he can provide relevant information as required.

The Schiphol Sanctioning Committee is authorised to take any decision that fits within the framework of the Schiphol Regulations, including the Schiphol Admission Regulations. That decision will be laid down in a written substantiated ruling within a reasonable term following the session. If warranted by the circumstances of the case, the Schiphol Sanctioning Committee is authorised to derogate from Article 14 and to impose other or additional sanctions which may be based on the powers accorded to the airport operator by virtue of the Schiphol Regulations.

The ruling of the Schiphol Sanctioning Committee is binding and not open to appeal.

9. Composition, (re)appointment, session period and resignation of the Schiphol Sanctioning Committee

Article 16	The Schiphol Sanctioning Committee comprises four members per session, including an independent external chairperson. The members are appointed by the Management Board of N.V. Luchthaven Schiphol/SNBV.
Article 17	<p>The Schiphol Sanctioning Committee comprises the following members per session:</p> <ul style="list-style-type: none">• An independent external chairperson who possesses proven experience and expertise in the area of safety and the environment in a complex business setting;• SNBV's Senior Security Officer, Senior Safety Officer or Senior Manager as the person responsible for the process;• A Schiphol Group company lawyer;• An independent member of an external organisation with knowledge of Schiphol and the applicable laws and regulations.
Article 18	The appointment is valid for three (3) years and each member may be reappointed only once. This provision may be derogated from in the interest of continuity if the reappointment is substantiated in the (re)appointment resolution.
Article 19	<p>Membership of the Schiphol Sanctioning Committee ends if:</p> <ol style="list-style-type: none">a. a member ceases to work for the organisation concerned or takes up another position that is incompatible with the membership;b. a member resigns of his or her own accord;c. the Schiphol Sanctioning Committee relieves a member of his/her duties on a motion by the majority of the Schiphol Sanctioning Committee.
Article 20	Membership of the Schiphol Sanctioning Committee is not compatible with membership of the Supervisory Board.

10. Meetings and decisions of the Schiphol Sanctioning Committee

Article 21	The Schiphol Sanctioning Committee takes decisions on the basis of unanimity. If unanimity cannot be achieved, each member can request a vote. Decisions are taken on the basis of a regular majority of votes in a meeting in which all members take part or are represented. Deliberations and voting will continue for as long as is needed to achieve a majority. If the votes remain equal, no sanction measure will be taken.
Article 22	Outside meetings, decisions can only be taken in writing (or by email) in a vote in which every member takes part.
Article 23	The Schiphol Sanctioning Committee will discuss the internal functioning of the Schiphol Sanctioning Committee at least once each year. The first evaluation will commence within six (6) months or ten (10) sessions after the current regulations enter into effect.
Article 24	The Schiphol Sanctioning Committee can engage experts as appropriate for the fulfilment of its duties.
Article 25	Membership in the Schiphol Sanctioning Committee is unpaid. The chairperson of the Schiphol Sanctioning Committee receives a compensation of € 250 per attended session.

11. Schiphol Sanctioning Committee Supervisory Board

Article 26

The Supervisory Board has the following duties:

- To serve as a sounding board for the Schiphol Sanctioning Committee on questions connected with the general interpretation of the Schiphol Regulations;
 - Upon request, to assist and advise the Schiphol Sanctioning Committee in the fulfilment of its duties;
 - To advise the Management Board of NVLS/SNBV on, as a minimum, the composition and working method of the Schiphol Sanctioning Committee in order to provide sufficient safeguards for the continuity, competence and independence of sanctioning procedures.
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Article 27

The Supervisory Board is further tasked with initiating an investigation in the event of a complaint against a decision of the Schiphol Sanctioning Committee made solely with regard to the manner in which the violation was handled, with possible evidence of a procedural or other error, or which wrongly failed to take note of known facts or circumstances or which concerns a new fact that should reasonably have led to a different judgement. Complaint against decisions of the Schiphol Sanctioning Committee are to be filed with the Supervisory Board within two weeks after the date of the written decision. The Supervisory Board can invite a member of the Schiphol Sanctioning Committee to a meeting to comment on an actual complaint. The Supervisory Board shall substantiate its decision and can ask the Schiphol Sanctioning Committee to consider a reassessment of the request.

Article 28

The Supervisory Board is not itself authorised to take sanction decisions in the manner of a body of appeals.

Article 29

The Supervisory Board is composed of a maximum total of at least three (3) and at most five (5) members as determined by SNBV. Members are appointed by SNBV, first at the installation of the Supervisory Board and thereafter at the end of the term of a member's appointment. Membership of the Supervisory Board is not compatible with membership of the Schiphol Sanctioning Committee.

Article 30

The Supervisory Board is composed of:

- SNBV's Director of Legal Affairs, who chairs the Supervisory Board;
 - The HR Director of SNBV;
 - The director of an external party operating at the airport;
 - The director of an external party operating at the airport.
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Article 31

The appointment is valid for four (4) years and each member may be reappointed only once. This provision may be derogated from in the interest of continuity if the reappointment is substantiated in the (re)appointment resolution.

Article 32

The Supervisory Board shall meet at least once each year to discuss the overall performance of the Schiphol Sanctioning Committee. The Supervisory Board shall also meet in the event that a complaint is filed against a decision of the Schiphol Sanctioning Committee.

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11. Schiphol Sanctioning Committee Supervisory Board, Continued

Article 33

The Supervisory Board shall arrive at a judgement on the basis of unanimity. If unanimity cannot be achieved, each member can request a vote. Decisions are taken on the basis of a regular majority of votes in a meeting in which all members take part or are represented. Deliberations and voting will continue for as long as is needed to achieve a majority. If the votes remain equal, no decision will be taken.

Article 34

The Supervisory Board can engage experts as it deems appropriate for the fulfilment of its duties.

12. Final provisions

Article 35

Rates and payment conditions for Schiphol Passes for persons/vehicles

1. The other party may owe SNBV a fee for the Schiphol Passes issued to Employees and Third Parties for persons/vehicles in accordance with the current rate excluding any government charges.
 2. The fee for Schiphol Passes issued to Employees or Third Parties for persons/vehicles also applies to Schiphol Passes for persons/vehicles issued for only a part of the year. The total number of Schiphol Passes issued for persons/vehicles is determined on a fixed reference date each year.
 3. SNBV may adjust the rates at its discretion. SNBV will notify the counterparty of any intended rate changes in writing at least two months in advance. This term does not apply to rate adjustments necessitated pursuant to government measures.
 4. In no case will the confiscation or blocking of a Schiphol Pass for persons/vehicles and/or Authorisations lead to restitution of the fee or any part thereof to the Other Party.
 5. All payments due from the counterparty must be completed within no more than 16 days after the invoice date.
 6. Payments are to be made without deduction, settlement or suspension of any payment on any grounds whatsoever.
 7. If the counterparty does not pay the amount due within the term stipulated in paragraph 5 the counterparty will owe statutory default interest on the overdue amount without need for any further notice of default. In the case of payment arrears, SNBV also has the right to suspend the issue of Schiphol Passes for persons/vehicles to Employees or Third Parties and to block any previously issued Schiphol Passes for Persons.
 8. If the counterparty has also concluded a parking agreement with SNBV, parking authorisations may also be requested. The request for parking authorisations must specify whether the parking costs will be borne by the counterparty. If this is not or not clearly specified, the costs will be invoiced to the counterparty.
 9. If, following the end of the work for which the Schiphol Pass was issued or the termination of the employment of the Employee(s) or the termination of the work performed by Third Parties for the counterparty, the Employee(s) or Third Party/Parties do not return their Schiphol Pass to SNBV, the counterparty may be invoiced for the Schiphol Pass in accordance with the current rate.
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Article 36

Damage / liability

1. The counterparty is liable vis-à-vis SNBV for any and all damage caused to SNBV or to SNVB property by its Employees or Third Parties in connection with the performance of the activities for which the counterparty was admitted or in any other way arising from these terms and conditions.
 2. The counterparty indemnifies SNBV against any claims and/or fines, fees, penalties or similar imposed by Third Parties, including by government and administrative bodies connected with the counterparty's rights and duties under these terms and conditions.
 3. SNBV is not liable for damage arising from the use of Schiphol Passes for persons/vehicles issued to Employees or Third Parties. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of SNBV.
 4. SNBV is not liable for consequential damage to the other party or Third Parties that is in any way connected with a Schiphol Pass for persons/vehicles issued by SNBV and/or the access control system used by SNBV.
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12. Final provisions, Continued

Article 36 (continued)

5. The other party is liable vis-à-vis SNBV for damage to or the loss of Schiphol Passes for persons/vehicles issued to Employees or Third Parties as well as for any other damage incurred by SNBV as a result of the use of Schiphol Passes for persons/vehicles by Employees or Third Parties.
6. Under no circumstances can SNBV be held liable for the consequences of a temporary or definitive confiscation or blocking of a Schiphol Pass for persons/vehicles and/or the confiscation or blocking of associated Authorisations and/or features. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of SNBV.
7. Under no circumstances can SNBV be held liable for the consequences of any technical defects in a Schiphol Pass for persons/vehicles and/or the Access Control System. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of SNBV.

Article 37

Registration of personal data

Employee and Third-Party data are entered in a database maintained in conformity with the provisions of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*). This database is registered with the Data Protection Authority (*College Bescherming Persoonsgegevens*).

Article 38

Ownership of the Schiphol Pass

1. Schiphol Passes for Persons issued to Employees or Third Parties remain the property of SNBV at all times.
2. Schiphol Passes for Vehicles issued to the counterparty remain the property of SNBV at all times.

Article 39

Supply of Schiphol Passes for persons/vehicles and amendment of the Schiphol Admission Regulations

1. SNBV retains the right to amend all or part of the Schiphol Admission Regulations at any time following consultation with the counterparty, for instance pursuant to the amendment of laws or internal or external regulations.
2. SNBV can terminate or suspend the supply and use of Schiphol Passes for persons/vehicles to/by Employees and Third Parties with immediate effect if:
 - the counterparty is declared bankrupt;
 - the counterparty applies for suspension of payment;
 - the counterparty terminates or suspends its activities or winds up its business;
 - SNBV establishes any abuse of a Schiphol Pass for persons/vehicles issued to an Employee or a Third Party;
 - SNBV establishes any action in violation of the Conditions Schiphol Pass for Persons, the Conditions Schiphol Vehicle Pass, the Schiphol Admission Conditions and/or the Schiphol Regulations;
 - the counterparty fails to fulfil any or all of the provisions arising from these Regulations and/or the terms and conditions and regulations referred to above;
 - SNBV is instructed to do so by the government.

Article 40

Final provisions

1. These Regulations are governed by Dutch law.
2. These Regulations are part of the rules and regulations applicable to all SNBV grounds and buildings, including the prevailing Aviation Act 1992 (*Wet luchtvaart*), Aviation Act 1959 (*Luchtvaartwet*), Regulations for the Safe Use of Airports and Other Aerodromes (*Regeling veilig gebruik luchthavens en andere terreinen*), Schiphol Regulations, and rules and regulations pertaining to safety, health and the environment.

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12. Final provisions, Continued

Article 40 (continued)

3. The counterparty declares to have taken note of all the terms and conditions, rules and regulations referred to in these Regulations and to take responsibility for proper compliance therewith by the counterparty, Employees and Third Parties alike.
 4. On the Other party's request, SNBV will provide the counterparty with a copy of the aforementioned rules and regulations without delay and free of charge.
 5. Any disputes arising from these Regulations and the terms and conditions and regulations referred to therein will be submitted for judgement to the competent district court of Amsterdam.
 6. SNBV is authorised to amend these Regulations, the Conditions Schiphol Pass for Persons, the Conditions Schiphol Vehicle Pass and/or the Schiphol Regulations at any time.
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