



V I P C E N T R E

Terms and Conditions

September 2022
Version 1.5

Exclusive travel all the way. At Amsterdam Airport

Schiphol

Definitions

Delegation: A passenger or group of passengers using a VIP service.

Guest: A visitor to the VIP centre who does not use the VIP service.

Customer: A passenger and/or visitor.

Airport: The airport as defined in Section 8.1 of the Aviation Act (Wet Luchtvaart) in force.

Passenger: A person using the VIP service and who is in possession of a valid passport and travel documents for a particular day of travel.

Reservation value: The total expected sales, including the cost of venue hire, any costs associated with the VIP service, and the fee for other services including any products/ services procured from third parties.

VIP centre: The area at Amsterdam Airport Schiphol consisting of VIP areas and a press room, run commercially by Schiphol Commercial B.V. (hereinafter referred to as 'SCBV').

VIP area: The VIP rooms, conference room or lounges in the VIP centre, which are available for hire.

VIP service: The VIP service includes: check-in, handling of baggage, private security check, passport formalities, transport by luxury limousine or luxury coach and food & beverage service. If available, you will stay in a private lounge. When you have booked the VIP service, you can stay at the VIP centre from two hours prior to departure or until one hour after arrival. For the remaining time, an additional rate per hour will be charged. With regard to the baggage, only the actual transfer to the airline is carried out by an employee of the VIP centre. The actual handling of the baggage is done by and at the risk of the airline concerned.

List of rates: The list stating the applicable VIP centre rates. The current list can be viewed at any time on schiphol.nl/vip.

Terms and Conditions: The Terms and Conditions associated with reservations made for the VIP centre and/or VIP service.

1. Applicability

1.1 These Terms and Conditions apply to all reservations made for the VIP centre areas and/or VIP service. In addition, the Customer, by making a reservation for the VIP service or an area at the VIP centre, shall be deemed to have accepted the terms and conditions of Schiphol VIP centre's Privacy Statement, resulting in these terms and conditions being applicable to the reservations agreement of the VIP service or an area at the VIP centre.

1.2 In the event that any of the stipulations in these Terms and Conditions are found to be null and void, or become so, or lose their legal validity in any other way, the other stipulations in these Terms and Conditions will remain applicable as far as possible, insofar as they conform with the purpose and purport of these Terms and Conditions. Any null and void provision will be replaced with a valid provision in line with the purpose and purport of these Terms and Conditions.

1.3 Articles 1, 4 and 7–13 apply both to the reservation of VIP centre areas and to VIP service reservations. Articles 2 and 3 apply only to reservations for the VIP service and Articles 5 and 6 apply only to reservations for the VIP centre areas.

2. Agreements on the reservation of a VIP service

- 2.1 A reservation for a VIP service is considered to have been made at the point where the VIP centre explicitly confirms a Customer's reservation by email. If the Customer subsequently wishes to reserve additional services, these will be considered part of the agreement only after they have been confirmed by email from the VIP centre to the Customer.
- 2.2 A last-minute cancellation, change or request for a reservation is subject to a surcharge, as stated in the list of rates.
- 2.3 Where a special group handling arrangement is made, both parties will reach an alternative option/cancellation agreement. In such a case, the parties will draw up an estimate by email consultation, setting out any specifics on ground handling arrangements, including the time of arrival, baggage, and staff escorts.
- 2.4 For each delegation, a maximum of two people collecting or dropping off customers (Meeters & Greeters) can use the VIP centre, to be indicated in the Reservation Request. Each Meeter or Greeter will be charged the rate shown in the list of rates. Drivers and assistants must take their seats on the instructions of our employees, with the exception of personal security guards.

3. Requirements for reservation/option VIP service

- 3.1 A VIP service reservation confirmation must include the following details:
 - The Passenger's name;
 - The number of fellow passengers and their names;
 - The scheduled date/time of the flight, and the flight number;
 - The origin or destination;
 - Way of payment.
- 3.2 The VIP service is charged per Delegation.

4. Grounds for refusal and termination

- 4.1** The VIP centre may refuse a reservation request under the following circumstances:
- Insufficient capacity;
 - Security and/or privacy reasons relating to the presence of a prominent VIP, where third parties may temporarily be denied access to the VIP centre;
 - Any risk to the safety of other guests;
 - Any request made by the Royal Netherlands Marechaussee to perform passenger handling through regular channels rather than at the VIP centre;
 - If the Customer or guest has previously demonstrably failed to adhere to the stipulations as set out in Article 9 of these Terms and Conditions;
 - If, based on previous experience, Schiphol believes (at the sole discretion of Schiphol) that it is not appropriate to accept a new reservation from the Customer or Guest in question.
- 4.2** As operator of the VIP centre, SCBV also reserves the right to amend an agreement on the reservation of a VIP service or an agreement on the reservation of an area, or to offer these agreements under other conditions or, in the most extreme case, to terminate these agreements early with immediate effect, should any of the grounds mentioned in Article 4.1 arise. The client is entitled to reject the reservation that has been amended or has been offered under other conditions, as a result of which no agreement will be effected. If SCBV (as operator of the VIP centre) terminates the agreement on the reservation of a VIP service or an area early, the parties will not owe each other any compensation. If and insofar as a party has already paid a deposit in this context, this amount will be returned by the other party, unless otherwise provided by these Conditions.

5. Agreements on the reservation of an area

- 5.1** A reservation for a particular area is considered to have been made at the point where the VIP centre explicitly confirms a Customer's reservation by email. If the Customer subsequently wishes to reserve additional services, these will be considered part of the agreement only after they have been confirmed by email from the VIP centre to the Customer.
- 5.2** For any special events, an alternative option/cancellation agreement will be made. In such a case, both parties will come to an arrangement regarding an estimate and/or schedule of agreements, including specific agreements on the organisation of the event regarding staffing, decor and costs.

6 Requirements for reservation/option VIP centre

- 6.1** Reservation confirmations/bookings must at least include the following details:
- The Customer's details;
 - The number of guests and, if possible, their names;
 - Start time and duration of the reservation;
 - Description of the reserved area;
 - The hire cost;
 - The applicability of these reservations Terms and Conditions.

7. Terms of payment

- 7.1** The Rates Overview, which may be amended by SCBV from time to time and can be consulted at www.schiphol.nl/vip, applies to the agreement, including the rates stated therein that apply in the event that the agreed length of stay in the VIP centre is exceeded.
- 7.2** All charges exclude taxes and/or charges, unless indicated otherwise. These will be listed separately on the invoice.
- 7.3** Payment must be made by direct transfer to a bank account, the details of which will be provided by SCBV, within fourteen (14) days of the invoice date or, in the absence of an invoice, after the date of the letter/email from SCBV requesting payment.
- 7.4** The Customer may not set off the payment request against any existing or future claim on SCBV, or delay payment on any grounds.
- 7.5** Payments in cash or by cheque will not be accepted.
- 7.6** With regard to the Rates Overview, the amounts stated are indexed annually and the amount due is calculated at the time that the VIP service is actually provided. In other words: if a rate applies at the time of booking, but a higher (indexed) rate applies at the time of actual delivery of the VIP service, then that higher rate will be charged. However, the rate will not be changed if indexation would lead to a lower rate.

8. Customer liability

- 8.1** SCBV excludes any liability for damage, theft, loss etc. of Customer property as well as any liability for injury to or the death of the Customer, unless the Customer can prove intent or gross negligence on the part of SCBV. The Customer enters the airside operational area for the VIP service at his or her own risk and is obliged to follow all safety instructions given by the VIP personnel in that regard.
- 8.2** The Customer is liable for any damage caused by or as a result of the Customer using the VIP centre or service. Any damage caused by the Customer to the VIP centre/service must be compensated for immediately unless, in the judgement of SCBV, the Customer can provide satisfactory assurance that the damage will be made good. The assessment of SCBV or an SCBV-appointed expert will be decisive in assessing the amount of the claim. The cost of that assessment will be charged to the Customer.
- 8.3** SCBV cannot be held liable for any circumstances beyond its control which prevent it from reasonably being able to fulfil its obligations to the Customer as agreed for the use of the VIP centre/service. Such circumstances at least include industrial action, fire, government measures, service breakdowns or failures by third parties.

9. Suspension and dissolution

- 9.1 If the Customer fails to honour its obligations or SCBV has reasonable grounds to assume the Customer will fail to do so, SCBV has the right to:
- Request assurance that the Customer will honour its obligations;
 - Suspend its obligations towards the Customer;
 - Terminate the agreement(s) with the Customer.

10. Food & Beverage

- 10.1 The VIP service includes a basic food & beverage service. More information on the menu can be obtained from the VIP centre. If the Customer wishes to add to or make alternative food & beverage arrangements, the options can be discussed with the VIP centre. Alternative arrangements can be ordered up to 24 hours in advance at an extra charge. In principle, the additional food & beverage arrangements must be purchased from the VIP centre's own, in-house supplier.

11. Discretion, social media, photography, film and sound recordings, instructions staff

- 11.1 The Customer will treat the other visitors of the VIP centre with discretion at all times. The Customer is also responsible for ensuring that guests are also discreet. The Client and the Guests will never enter other spaces than allocated areas and reveal other Guests through social media or otherwise.
- 11.2 Unless SCBV has provided explicit written permission, no photography, film, sound or any other recordings may be made in the VIP centre.
- 11.3 The Client and Guests will furthermore follow all reasonable instructions of the staff present and refrain from behavior causing nuisance.
- 11.4 Drivers and assistants must take place on the instructions of our employees, with the exception of personal security guards.

12. Other stipulations

- 12.1** SCBV reserves the right to amend these Terms and Conditions. The most recent Terms and Conditions are published on the website: schiphol.nl/vip.
- 12.2** All written notices, including summons, arising from or relating to these Terms and Conditions, must be sent to:

Schiphol Commercial B.V.
Schiphol VIP centre
P.O. Box 7501
1118 ZG Schiphol
The Netherlands

- 12.3** Visitors to the VIP centre must be appropriately dressed. Their attire must neither be revealing nor offensive.

13. Applicable law and competent court

- 13.1** All agreements regarding the VIP service and the VIP centre are governed solely by Dutch law.
- 13.2** Any dispute between the parties in this regard will be handled exclusively by the District Court of Amsterdam.