

# General Terms & Conditions

## 1. Definitions

**Automatic Border Passage:** Border passage using the Privium Card and iris scan;

**Privium member:** The person who has concluded the Privium Agreement with Schiphol;

**Schiphol:** Schiphol Commercial B.V., having its registered office at Evert van de Beekstraat 202, Luchthaven Schiphol, Haarlemmermeer, the Netherlands, or a subsidiary designated by it;

**Intermediary Party:** The party who, after having entered into an agreement with Schiphol, has enabled the Privium member to enter into a Privium Agreement via such party and has paid the associated costs;

**Privium Services:** The package of services offered specifically to Privium members by Schiphol;

**Priority Security:** The combined security controls for passengers and baggage at the airport where Privium members are given priority status over regular travellers;

**Privium Agreement:** The agreement between the Privium member and Schiphol with regard to Privium Services;

**Privium Card:** The chip card (whether or not equipped with a magnetic strip) that enables the use of Privium Services.

## 2. Applicability and Privium Agreement

**2.1** These General Terms and Conditions shall apply to the Privium Agreement. In addition, the Privium member by requesting the Privium Card shall be deemed to have accepted the terms and conditions of Schiphol's privacy statement, resulting in these terms and conditions being applicable to the Privium Agreement as well.

**2.2** Privium membership is established by activation of the Privium membership by Schiphol and by signature of the Privium agreement by the Privium member.

**2.3** Schiphol shall provide Privium Services exclusively to nationals of the European Union or the European Economic Area and persons who hold valid membership of the Registered Traveller Programme (RTPNL), who are the rightful owners of a valid travel document (e.g. a passport). These persons must be at least 1 metre and 55 centimetres tall, owing to the height of the iris scanning equipment.

## 3. Privium Services

**3.1** The range of Privium Services shall be determined by Schiphol.

### 3.2 Privium Basic Level

If the Privium member has opted for Privium Basic Level, Privium Services shall in any case comprise Priority Security and Automatic Border Passage.

### 3.3 Privium Extra Level

If the Privium member has chosen the Privium Extra Level, the following additional definitions and conditions shall apply in addition to the above General Terms and Conditions for Privium Basic:

- **Priority Parking:**  
Parking in a parking space designated by Schiphol for use by Privium members.

### 3.4 Privium Plus Level

If the Privium member has chosen the Privium Plus Level, the following additional definitions and conditions shall apply in addition to the above General Terms and Conditions for Privium Basic:

- **Business Class Check-in:**  
Priority check-in upon presentation of the Privium Card and a valid business class airline ticket at one of the airlines cooperating with Schiphol within the context of Privium (frequently with use of the Business Class check-in desk), regardless of flight class.
- **Priority Parking:**  
Parking in a parking space designated by Schiphol for use by Privium members.
- **Privium Lounges:**  
Lounge where Privium Members can stay. Accessible, provided certain requirements are met, to Privium Plus and accompanying Privium Partner members who hold a boarding pass valid for that day. Access to Privium Lounges is possible upon both arrival and departure. See [schiphol.nl/privium](https://www.schiphol.nl/privium) for the locations and opening hours of the Privium Lounges.

### 3.5 Privium Partner Level

Privium Partner membership for the Privium Plus member's partner or children between the ages of 12 and 20 still living with the Privium Plus member. If the Partner is travelling alone, Privium Services shall in any case comprise Priority Security and Automatic Border Passage. When travelling with a Plus member, the Partner member shall also have access to the Privium Lounges. The following conditions shall apply:

- Partner membership is linked to the Plus (primary member) living at the same address.
- Partner memberships may be requested for life partners and children aged 12-20 still living at home.
- Partner membership for children shall be terminated when the child reaches the age of 21, unless the child is the only adult Partner member of the primary member.
- A Partner membership shall be terminated when the primary member terminates his or her membership. The Partner member shall be informed by Schiphol on this matter.

**3.6** Schiphol shall inform the Privium member of any expansions or changes to its offering of Privium Services.

## 4. Privium Card

**4.1** The Privium Card shall remain the property of Schiphol. The Privium Card is strictly personal and cannot be used by any person other than the Privium Member him- or herself, and is non-transferable. You are not allowed to

use the card to transport people or goods for professional and/or commercial reasons. Any changes or alterations made to the Privium Card shall invalidate the Privium Card with immediate effect.

**4.2** Upon expiry of the period of validity of the registered travel document (e.g. a passport) of the Privium member, as well as in the case of the theft or loss of such a travel document, the Privium member's right to make use of Automatic Border Passage and Priority Security shall end. In that case, depending on the Privium level the Privium member has registered for, that member can continue to use the other Privium Services (see Article 3 for more details). The Privium member shall report to Schiphol the acquisition of a new travel document (passport or European ID card), whereupon Schiphol shall endeavour to allow renewed Automatic Border Passage with the Privium Card within a reasonable period of time. To this end, the Privium member must submit the new travel document for registration at the Privium ClubLounge Departures at Schiphol.

**4.3** The Privium member shall contact Privium for a new Privium Card in case of loss and/or theft of the Privium Card or in the case of damage to the Privium Card. If the Privium Card is lost by the Privium member or in case of theft or damage, Schiphol will charge a new Privium Card and administration fee. At the end of the technical lifespan of the Privium Card, following notification thereof from Schiphol, the Privium member shall make an appointment with Schiphol to have a new Privium Card made. Renewal of the Privium Card due to its technical lifetime is free of charge.

## 5. Payment

**5.1** In the event that payment of the fee for the provision of the Privium services is settled by the Intermediary Party, Schiphol shall not charge anything to the Privium member for the Privium membership. The conditions for payment shall be arranged in a separate agreement between the Intermediary Party and Schiphol. If the Intermediary fails to pay the fee due in time, Schiphol shall be entitled to suspend Privium Services to the Privium members concerned with immediate effect.

**5.2** In exchange for the provision of the Privium Services, Schiphol shall charge a fee to the Privium member, directly upon issue of the Privium Card and subsequently once a year, based on the current rate for Privium Services. These rates shall be adequately made public by Schiphol, including in any case via publication on the Privium website ([schiphol.nl/privium](https://www.schiphol.nl/privium)). The rates made public by Schiphol shall be valid for a period of twelve months.

- 5.3** Privium members must ensure that the amount due each year has been received by Schiphol within the payment period. In the event that Schiphol has not received the fee on time, the Privium member shall be in default and Schiphol shall be entitled to suspend the Privium Services and engage a debt collection agency.

## **6. Other obligations of Privium members**

- 6.1** Privium members shall only have the right to use Automatic Border Passage and Priority Security if (a) they subsequently depart from Schiphol by aircraft or have arrived at Schiphol by aircraft and (b) they carry a valid travel document (e.g. a passport) and travel ticket (e-ticket or boarding pass) valid for departure from or arrival at Schiphol upon that date, which may be checked.
- 6.2** Privium members shall follow (a) all instructions given by or on behalf of Schiphol for the purpose of order and safety at the airport and (b) all instructions given by the Royal Netherlands Marechaussee in the interest of border control.
- 6.3** Schiphol shall be entitled to block the use of the Privium Card by Privium members, either temporarily or otherwise, with immediate effect if members fail to comply with the instructions referred to in the previous paragraph, abuse the Privium Card, or act in violation of any part of these General Terms and Conditions.

## **7. Privium Lounges Access Policy and House Rules**

- 7.1** The Privium Lounges shall be exclusively accessible to:
- Privium Plus members, provided they hold a valid Privium Plus Card and a travel ticket for a flight or international train for departure from Schiphol, valid on that day (e-ticket or boarding pass). The member must present his or her boarding pass or international train ticket upon the first request of a Privium employee;
  - Privium Partner members in the company of the relevant Privium Plus member and in possession of a travel ticket for a flight or international train (e-ticket or boarding pass) for departure from Schiphol valid on that day. The member must present his or her boarding pass or international train ticket upon the first request of a Privium employee;

- Privium Basic members and Privium Extra members shall not be admitted to the Privium Lounges. They can purchase separate access to the lounges upon arrival. For the remainder, they may only be admitted to the Privium ClubLounge Departures to collect a new Privium Card or to register any changes to the travel document (e.g. a passport).
- There is a maximum group size of 4 people, with the exception of larger families with children over 12 years old.
- Children, infants and partners without membership shall not be admitted to the Privium Lounges.
- Privium Plus members may purchase lounge access to one of the Privium Lounges for guests aged 12 and over travelling with them. This access can be obtained via the desk clerk in the Privium Lounge. Accompanying guests must be able to show a legitimate ID and a valid travel ticket for departure from Schiphol valid for that day (e-ticket or boarding pass) in order to be admitted to the Privium Lounges.
- The Privium Lounges can be visited both upon arrival and upon departure.
- Schiphol shall always be entitled to refuse guests entrance to the Privium Lounges for reasons of its own.

For **Privium ExpressLounge Eindhoven**, the following applies in deviation from the above:

- The Privium ExpressLounge Eindhoven is also accessible for children. Minors (under 18 years of age) must be accompanied by an adult to gain access to the lounge. Showing identification is mandatory.
- The parent(s) or adult companion is/are responsible for the child's behaviour. This means that in case of nuisance, you may be asked to leave the lounge without refund.
- Lounge access is free for children under 2 years of age.
- It is not possible to use the Privium ExpressLounge Eindhoven upon arrival.

The opening hours of the Privium Lounges shall be listed on **[schiphol.nl/privium](https://www.schiphol.nl/privium)** and at the entrance.

- 7.2** The following house rules shall apply in the Privium Lounges:
- Baggage trolleys are not allowed in the Privium Lounges.
  - No alcoholic beverages will be served to passengers under the age of 18.
  - Smoking is prohibited.
  - If a Privium member is under the influence of drugs and/or alcohol and/or other intoxicating substances, he or she shall be refused access to the Privium Lounges.

- Passengers are responsible for keeping track of their own hand baggage. Schiphol shall not be liable for any theft or loss of and/or damage to property.
- Food and beverages offered to passengers in the Privium Lounges may not be taken outside the Privium Lounges.
- Travellers may not eat or drink any food and beverages in Privium Lounges that they have brought in from outside.
- Travellers in the Privium Lounges are expected to be properly dressed and to behave appropriately.
- It is not allowed to sit with your feet on the furniture or to use the lounge as a sleeping place.
- Pets will not be admitted to the Privium Lounges unless they are in a closed cage.
- Passengers may not cause a disturbance to other users of the Privium Lounges.

## 8. Liability

- 8.1** The liability of Schiphol for damage that is in any way connected with the Privium Card and/or Privium Services shall be limited to the subscription fee to be paid annually by the Privium member. This limitation of liability shall not apply if and insofar as Schiphol can be sued on the basis of mandatory applicable law (e.g. product liability law), as well as in the event of wilful intent or gross negligence on the part of Schiphol or its highest executive staff.

## 9. Duration and termination

- 9.1** The Privium agreement shall be concluded for an unlimited period of time. Either party shall be entitled to terminate the Privium agreement. Privium members may terminate their membership via **[schiphol.nl/privium](https://www.schiphol.nl/privium)** after the first subscription year subject to a notice period of one month. From that moment on, the agreement may be terminated subject to a notice period of one month.
- 9.2** In the event that the Privium agreement has been established through the intervention of an Intermediary Party and the Intermediary Party terminates its agreement with Schiphol (either exclusively with respect to the individual Privium member or otherwise) or if the agreement between the Intermediary Party and Schiphol is terminated for other reasons, the termination of that agreement involves simultaneous termination of the Privium agreement between the Privium member concerned and Schiphol. The Intermediary Party shall inform the Privium member of the termination of its

agreement with Schiphol. If that member indicates that he or she wishes to continue the Privium agreement at his or her own expense, the Privium agreement shall remain in effect after the termination date of the agreement concluded between the Intermediary and Schiphol and may be terminated via **[schiphol.nl/privium](https://www.schiphol.nl/privium)** with due observance of a notice period of one month.

- 9.3** The Privium member can convert the Privium Basic into a Privium Extra or Privium Plus membership during the subscription year. A Privium Extra can be converted into a Privium Plus membership. Furthermore, a Partner membership can be converted into a Privium Basic membership, Privium Extra membership or Privium Plus membership. From the time of membership upgrade, Privium will charge the new rate and settle the difference. It is only possible to convert the existing membership to a more limited membership after the end of the first subscription year, only once a year and with a minimum of one month switch period.
- 9.4** In the event the Privium member fails to comply with the provisions of the Privium agreement, Schiphol may dissolve this agreement without judicial intervention with immediate effect in whole or in part should such a failure warrant dissolution in Schiphol's reasonable opinion. In that case, Schiphol shall have the right to set off any amounts already paid by the Privium member against the costs made by Schiphol in connection with the Privium member's failure and the dissolution of the Privium agreement.
- 9.5** After termination of the Privium agreement, the Privium member shall no longer be entitled to use the Privium Card. Upon termination of the Privium Agreement, the Privium member must return the Privium Card to Schiphol at Privium ClubLounge Departures or by returning the card by post to Schiphol Nederland B.V., Privium ClubLounge Departures, locatiecode 02-22, PO Box 7501, 1118 ZG Luchthaven Schiphol, The Netherlands.
- 9.6** Upon termination of the membership, the Privium member shall specify the IBAN bank account number for restitution of the remaining amount on the online membership cancellation form. Schiphol shall then transfer the relevant amount to this bank account. If the membership was paid for by a third party (e.g. an employer), the Privium member will be expected to assume responsibility for restitution.

## **10. Breach of the General Terms and Conditions**

- 10.1** If the Privium member breaches one of the articles of these General Terms and Conditions, Schiphol is entitled to impose a warning and/or a suspension on the Privium member.
- 10.2** Schiphol may impose a warning on the Privium member in cases where these General Terms and Conditions are breached. Schiphol will impose a warning when it has detected a breach. Schiphol will inform the Privium member that a warning has been imposed, stating the grounds on which the warning is being imposed and detailing the consequences of the warning. In principle, a warning means that the Privium member can continue to use the Privium membership. However, Schiphol may deviate from this provision depending on the nature of the breach.
- 10.3** Schiphol may impose a suspension on the Privium member in cases where these General Terms and Conditions are breached. A suspension of the Privium member means that the Privium member cannot use the Privium membership for a period determined by Schiphol. Schiphol will inform the Privium member of the decision to impose the suspension and will state the grounds on which the suspension is being imposed. In principle, the suspension of the Privium member means either that the member is suspended from using the Privium membership for a maximum of ten years and/or that the Privium membership is unilaterally terminated with immediate effect (see Article 9.4 for further details).

## **11. Choice of law and settlement of disputes**

- 11.1** An English translation of the present General Terms and Conditions is available. If there are any conflicts or differences between the original Dutch text and the English translation, the Dutch text shall prevail.
- 11.2** The Privium agreement is governed by Dutch law. Either Party may submit a dispute to the competent Dutch Court for resolution in the event that a Party is of the opinion that the conflict cannot be solved by mutual consultation.