

Conditions Schiphol Pass for persons

Conditions governing holders of a Schiphol Pass for persons ("Schiphol Pass"). The prevailing version of the 'Conditions Schiphol Pass for persons' can be consulted at:

<https://www.schiphol.nl/nl/werken-op-schiphol/pagina/voorwaarden-en-sancties/>

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

The rules governing the presence of persons on the grounds of Amsterdam Airport Schiphol (A.A.S.) are based on the applicable Dutch and European aviation legislation.

A. General

1. The Schiphol Pass (Schiphol ID card) is personal; on no account may it be transferred to third parties. It bestows rights exclusively on the person designated on it (referred to below as the 'Pass Holder').
2. The Pass Holder must never leave his or her Schiphol Pass unattended.
3. The Schiphol Pass is issued in connection with the need to enter Security Restricted Areas, Non-Security Restricted Areas and/or Secured Premises by A.A.S. to perform work.
4. The Schiphol Pass remains the property of Schiphol Nederland BV (referred to below as 'SNBV') and may be used only in the context of the activities for which it has been provided.
5. Movements to and from A.A.S.'s Security Restricted Areas, Non-Security Restricted Areas and/or Secured Premises by A.A.S. is only permitted using entryways designated by SNBV.
6. If the Schiphol Pass is lost or damaged, this must be reported immediately to Badge Center (Tel.: +31-(0)20-6012626) or outside office hours to SNBV's Security Control Center (tel.: +31-(0)20-6013000). If the Pass is found again then this too must be reported immediately to the Badge Center or outside office hours to SNBV's Security Control Center.
7. If the Schiphol Pass has to be replaced as a result of its being lost and/or damaged then the Pass Holder will be charged administrative costs in accordance with the rate then applicable. These Schiphol Pass Conditions continue to apply in full with regard to the replacement Schiphol Pass and to its use.
8. On the Pass Holder's final day of work, he or she must immediately hand in the Schiphol Pass to the Badge Center. Upon request, the Pass Holder will be given a receipt when he or she hands in the Schiphol Pass. The 'last day of work' includes the expired expiry date, leave (including maternity leave), labour dispute, suspension, suspected misuse of the Schiphol Pass, or the normal termination of employment while taking the remaining leave.
9. If the conditions under which the Schiphol Pass was provided are no longer being met then the Schiphol Pass will no longer be valid and must be handed in immediately to the Badge Center.
10. The Pass Holder must properly comply with all other rules and instructions at A.A.S. with regard to good order, safety and security, including but not limited to traffic and parking order. The Schiphol Regulations and the Schiphol Admission Regulations (RTS) form an integral part of these Conditions. This means that the Pass Holder's conduct must be in accordance with those Regulations. The Regulations have been provided to the Pass Holder and may also be requested via <https://www.schiphol.nl/nl/schiphol-regulations/>.
11. If the Pass Holder acts contrary to these Conditions or if there are circumstances in respect of the Pass Holder that, in the sole opinion of SNBV, could impair or endanger the protection of civil aviation the Schiphol Pass and the Pass Holder's (access) authorisation may be blocked and/or confiscated/ withdrawn immediately without giving any reasons and the Pass Holder may be refused further access to Amsterdam Airport Schiphol's Security Restricted Areas, Non-Security Restricted Areas and/or Secured Premises by A.A.S. All ensuing consequences will be for the Pass Holder's account.
12. The Schiphol Pass must be presented for inspection at the first request of a verifying SNBV official or at the request of officials employed by a security or other firm designated by SNBV or at the request of authorised officials working at Schiphol for Dutch Customs or the Royal Netherlands Marechaussee.
13. All instructions given by the officials referred to in point 12 must be strictly and promptly complied with.
14. The Pass Holder is responsible for loss/damage to (property of) SNBV occurring in connection with the use of the Schiphol Pass. The Pass Holder indemnifies SNBV against claims brought against SNBV by third parties with respect to loss/damage caused by the Pass Holder.
15. If a Pass Holder fails to hand in a Schiphol Pass that has expired, SNBV reserves the right to refrain from providing the Pass Holder concerned with a new Schiphol Pass for a period of one year.

Conditions Schiphol Pass for persons - continuation

16. The Schiphol Pass must be used and returned in its original condition.
17. SNBV will process the Pass Holder's personal details as entered in the Schiphol Pass Application Form (*Aanvraagformulier Schipholpas*) and will use those details as well as Schiphol Pass usage data for administrative purposes, for access and access control purposes, and for any other purpose relating to the protection of civil aviation. SNBV processes these details in accordance with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming). In specific cases, SNBV may be under a statutory obligation to disclose these details to third parties. Additionally SNBV can also disclose these details to third parties in case SNBV holds it essential for the protection of civil aviation.
18. All costs that SNBV incurs in order to exercise and retain its rights in respect of the use, such as judicial and extrajudicial collection costs, will be for the account of the Pass Holder and/or his or her employer.
19. In principle, the Schiphol Pass is only issued for the term of validity stated in the Schiphol Pass Application Form, which term will not exceed a period of five years. SNBV may extend the term of validity of a Schiphol Pass that is a company pass or parking pass. If SNBV extends the term of validity of such a Schiphol Pass, these Schiphol Pass Conditions will continue to apply in full during the extension period of the term of validity.
20. It is not allowed to make a reproduction of the Schiphol pass or to make a copy of it.
21. Personal data will be kept for a period of five (5) years after the Schiphol pass has been handed in, unless there are reasonable reasons to keep these data for a longer period.

B. Security Restricted Areas, Non-Security Restricted Areas and/or Secured Premises by A.A.S. at Amsterdam Airport Schiphol

1. The Schiphol Pass and/or the access or authorisation may also be withdrawn should the results of security screening prescribed by the government authorities give cause to do so.
2. The Schiphol Pass must be visibly worn at all times, and in such a manner that the photograph is visible.
3. At the request of the persons designated by or on behalf of SNBV, the Pass Holder must allow his or her clothing, goods that he or she has brought onto the premises and any vehicle that he or she uses to be inspected.

C. Use for parking facilities

1. A Pass Holder of a Schiphol Pass carrying parking authorisation must park his or her motor vehicle in the car park(s) designated by SNBV and entirely within the parking spaces intended for that purpose and marked as such.
2. SNBV explicitly excludes all liability for damage, theft, loss and the like to/of/from the vehicle to be parked or that has been parked, with the exception of loss/damage resulting from an intentional act and/or gross negligence on the part of the Operator.
3. In the event of failure to comply with the provisions of section C, including the provisions contained in subsection A.11 of these Conditions, at SNBV's discretion the motor vehicle may be moved and impounded or a wheel clamp may be attached to it. The Pass Holder will be charged for the related costs in accordance with the rate then applicable.

D. Liability

1. SNBV explicitly excludes any liability for loss/damage or injury arising from the use of - or access to Amsterdam Airport Schiphol's Security Restricted Areas, Non-Security Restricted Areas and/or Secured Premises by A.A.S. granted by - the Schiphol Pass, as well as for loss/damage arising from acts of enforcement and/or sanctions, including the blocking and confiscation of the Schiphol Pass.
2. SNBV registers and monitors the use of the Schiphol Pass, as well as the use of any associated authorisations and the right to accompany parties/persons. If the Schiphol Pass or a specific authorisation has not been used for a period of two months, SNBV has the right to block or confiscate the Schiphol Pass or to withdraw the authorisation and/or authority, irrespective of the reason for the non-use of the Schiphol Pass or authorisation, and to do so without any prior warning to or notification of the Pass Holder or employer.
3. The Operator is solely liable vis-à-vis the Pass Holder and his or her employer for direct damage/loss and/or personal injury that occurs within the Airport Area as a result of an intentional act and/or gross negligence on the part of the Operator.
4. The Operator accepts no liability whatsoever for direct or consequential damage/loss occurring because accommodation or handling facilities cannot be made available in whole or in part.
5. The Pass Holder and his or her employer are fully liable vis-à-vis the Operator for loss/damage inflicted on the Operator as a result of their acts or omissions or their possessions (including objects and goods of third parties that were in such persons' custody) and/or machinery and equipment (whether or not due to an inherent defect) causing damage/loss.
6. Damage/loss includes the costs of penalties and measures under administrative and/or criminal law.

Conditions Schiphol Pass for persons - *continuation*

E. Sanctions

1. A violation can be handled in an administrative process by the Corporate Security & Security Compliance department of the Operator or by invitation to a hearing from the Schiphol Sanctioning Committee, implemented by the Operator, as stated in Chapter 7 and 8 of the Schiphol Admission Regulations (*Regeling Toelating Schiphol*, RTS).
 2. Method of working and composition of the Schiphol Sanctioning Committee are stated in Chapter 7 and 8 of the Schiphol Admission Regulations (RTS).
 3. In Chapter 7 of the Schiphol Admission Regulations (RTS) different types of violations in the Schiphol Regulations and the Schiphol Admission Regulations (RTS) are stated including the possible sanctions to be taken by the Corporate Security & Security Compliance department or the Schiphol Sanctioning Committee.
-