

Conditions Schiphol (Day) 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 Restricted and Clean Areas to perform work.
4. The Schiphol Pass remains the property of Royal Schiphol Group N.V. (referred to below as ‘RSG’) and may be used only in the context of the activities for which it has been provided.
5. Movements to and from Restricted and Clean Areas is only permitted using entryways designated by RSG.
6. The Schiphol Pass for persons shall not be used for private purposes, such as welcoming or saying goodbye to family members or friends.
7. If the Schiphol Pass is lost, stolen or damaged, this must be reported immediately to Badge Center (Tel.:+31-(0)20-601 2626) or outside office hours to RSG’s Security Control Center (tel.: +31-(0)20-601 3000). If the Pass is found again then this too must be reported immediately to the Badge Center or outside office hours to RSG’s Security Control Center.
8. If the Schiphol Pass has to be replaced as a result of its being lost, stolen 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.
9. 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. On the final day of work the Pass holder may also hand over the Schiphol Pass to the employer who will thereafter return the pass within 14 days to the Badge Center.
10. 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.
11. 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/>.
12. 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 RSG, 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 Restricted and Clean Areas. All ensuing consequences will be for the Pass Holder's account.
13. The Schiphol Pass must be presented for inspection at the first request of a verifying RSG official or at the request of officials employed by a security or other firm designated by RSG or at the request of authorised officials working at Amsterdam Airport Schiphol for Dutch Customs or the Royal Netherlands Marechaussee.
 14. All instructions given by the officials referred to in point 13 must be strictly and promptly complied with.
 15. The Pass Holder is responsible for loss/damage to (property of) RSG occurring in connection with the use of the Schiphol Pass. The Pass Holder indemnifies RSG against claims brought against RSG by third parties with respect to loss/damage caused by the Pass Holder.
 16. If a Pass Holder fails to return or pay for an expired Schiphol Pass, RSG reserves the right to refuse to issue a new Schiphol Pass to the person in question.
 17. The Schiphol Pass must be used and returned in its original condition.
 18. RSG 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. RSG processes these details in accordance with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming). RSG provides the pass holder's employer and/or principal with registrations of violations of the Access Policy (including all appendices), as well as violations of the Schiphol Regulations committed by the pass holder. In specific cases, RSG may be under a statutory obligation to disclose these details to third parties. Additionally RSG can also disclose details to third parties in case RSG holds it essential for the protection of civil aviation.
 19. All costs that RSG 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.
 20. The term of validity of the Schiphol Pass always corresponds with the term of the contract of the employee and in case of an indefinite contract the maximum term of validity is 5 years, considered from the day of issuance of the VGB. RSG may extend the term of validity of a Schiphol Pass that is a company pass or parking pass. If RSG 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.
 21. It is not allowed to make a reproduction of the Schiphol pass or to make a copy of it.
 22. 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 of time.
 23. The minimum age of a Pass Holder is 15 years old.
 24. Within the Airport Area, pass holders are prohibited from carrying any substance that they know or should reasonably know that their use – possibly in combination with the use of any other substance – may impair their ability to perform work within the Airport Area, such that they should be considered unable to perform that work properly.
 25. RSG reserves the right to amend these terms and conditions at any time. Employers, represented by an authorised signatory, will be informed of such changes by RSG and must ensure that their employees who hold a Schiphol Pass are aware of the current terms and conditions.

B. Restricted and Clean Areas

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 RSG, 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.
4. Holders of Schiphol Passes are not permitted to carry alcoholic substances intended for consumption through any security filter. Exceptions to this rule are holders of a Schiphol Pass who carry such substances for the purpose of selling them in catering establishments in the Restricted and/ or Clean Areas and on board aircraft.

C. Use for parking facilities

1. Holders of Schiphol Passes which include a parking permit are bound by the latest version of the General Terms and Conditions for Employee Parking. The current version can be viewed at <https://www.schiphol.nl/en/work-at-schiphol/staff-parking/>.

D. Liability

1. RSG explicitly excludes any liability for loss/damage or injury arising from the use of – or access to the Restricted and Clean Areas. 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. RSG 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 authorization has not been used for a period of two months, RSG has the right to block or confiscate the Schiphol Pass or to withdraw the authorization and/or authority, irrespective of the reason for the non-use of the Schiphol Pass or authorization, and to do so without any prior warning to or notification of the Pass Holder or employer.
3. The RSG 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 RSG.
4. The RSG 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 RSG for loss/damage inflicted on the RSG 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.

E. Sanctions

1. A violation can be handled in an administrative process by the Corporate Security & Security Compliance department of the RSG or by invitation to a hearing from the Schiphol Sanctioning Committee, implemented by the RSG, as stated in Appendix 2 of the Schiphol Regulations.
2. Method of working and composition of the Schiphol Sanctioning Committee are stated in Appendix 2 of the Schiphol Regulations.
3. In Appendix 2 of the Schiphol Regulations different types of violations of 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.
4. Supplementary to Article 2.1 of the Schiphol Regulations, Schiphol Pass holders may be subject to a measure based on Appendix 2 of the Schiphol Regulations, in connection with violations of the Schiphol Regulations and/or the Access Policy (including appendices).
5. If a Schiphol Pass holder is suspected of a criminal offence, which in any case includes subversive crime, which in the opinion of the Airport Operator could reasonably endanger Safety and/or Security at Schiphol, the Airport Operator is authorised to temporarily block the Schiphol Pass pending the outcome of criminal proceedings.