

# General Terms and Conditions

## Definitions

**Delegation:** A group of Passengers making use of the VIP Service.

**Customer:** The person or company making the VIP Service reservation and party to the reservation agreement.

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

**Passenger:** A person who is in possession of a valid passport and valid travel documents for a particular day of travel and makes use of the VIP Service.

**Reservation value:** The total amount expected for the services booked, including the rental of the area, the VIP Service charges and any other additional services, such as products or services provided through external parties.

**VIP Services:** The VIP Service and the provision of VIP Centre areas combined.

**VIP Centre:** The area at Amsterdam Airport Schiphol consisting of VIP areas and the Press Room, run commercially by Schiphol Commercial B.V. (hereinafter referred to as 'SCBV').

**VIP Area:** The VIP rooms or lounges in the VIP Centre, which are available for hire.

**VIP Service:** The VIP Service includes: check-in, baggage handling, private security checks, passport formalities, transport by limousine or luxury coach and food & beverage service. If available, you will be staying in a private lounge. If you are using the VIP Service, you can stay at the VIP Centre up to two hours before departure or for one hour following arrival. An additional hourly rate will be charged for the remaining time. With regard to baggage, a VIP staff member will only carry out the actual transfer to the airline. The actual ground handling of the baggage is done by and at the risk of the relevant airline.

**List of rates:** The list stating the applicable rates for VIP Services charged by SCBV. The current list can be viewed at any time on [schiphol.nl/vip](https://www.schiphol.nl/vip).

**Terms and Conditions:** The Terms and Conditions associated with reservations made for VIP Services.

## 1. Applicability

- 1.1 These General Terms and Conditions apply to all VIP Services reservations. Upon making a reservation of a VIP Service or VIP area, the Customer also automatically accepts the terms and conditions set out in Schiphol VIP Centre's Privacy Statement, which thus forms part of the reservation agreement.
- 1.2 In the event that one or more of the provisions of these Terms and Conditions are found to be invalid, or become so, or lose their legal validity in any other way, the other provisions in these Terms and Conditions will remain applicable as far as possible, insofar as they are in conformity with the purpose and purport of these Terms and Conditions. Any invalid provision will be replaced with a valid provision in line with the purpose and purport of these Terms and Conditions.
- 1.3 Articles 1, 5 and 8-14 apply both to the reservation of VIP Centre areas and to VIP Service reservations (VIP Services). Articles 2, 3 and 4 apply only to reservations for the VIP Service and Articles 6 and 7 apply only to reservations for the VIP Centre areas.

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The full and most recent version of these Terms and Conditions can be found on our website [schiphol.nl/vip](https://www.schiphol.nl/vip)

## 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 In the case of special group handling, the parties will agree on a different option/cancellation arrangement. In that case, the parties will make an offer in joint consultation by email, in which additional agreements will be made on the organisation of the handling, including the registration time, baggage and staff escorts.
- 2.3 For each Delegation, two people collecting or dropping off customers (Meeters & Greeters) may also use the VIP Centre, if so indicated in the reservation request. The rate shown in the list of rates will be charged, for each Meeter or Greeter. Chauffeurs and assistants, with the exception of bodyguards, are expected to use the designated waiting area.

## 3. Cancellation and Last minute surcharges VIP Service

- 3.1 Reservations may be cancelled or amended free of charge up to 36 hours prior to the start of the VIP Service.
- 3.2 A surcharge applies for any changes to the reservation and last-minute reservations as of 36 hours before the start of the VIP Service in accordance with the List of Rates. No surcharge applies to a change in passenger volume or any name changes. In case of a change of flight by the airline, the VIP Service will be converted free of charge so that it applies to the updated flight, if possible and upon availability of the VIP Service.
- 3.3 If the Customer cancels the VIP Service as of 36 hours prior to the start of the VIP Service due to personal circumstances, the full Reservation value for the booked service will still be due. It is the Customer's own responsibility to recover the cost of cancellation through his/her own travel insurance. If the cancellation is the result of an action or change made by the airline, the Customer will not be subject to a cancellation fee, and the full amount of the booked service will be refunded.
- 3.4 In case of a no-show, the Customer will be liable for 100% of the Reservation value.

## 4. Required information for a VIP Service reservation request

- 4.1 A VIP Service reservation request must include the following details:
- The Passenger's name;
  - The number and names of any fellow passengers;
  - The date and scheduled times of the flight, and the flight number;
  - The destination or origin;
  - The methods of payment.
- 4.2 The VIP Service is charged per Passenger or Delegation.

## 5. Grounds for refusal and termination of VIP Services

- 5.1 SCBV may refuse a reservation request of a VIP Service under the following circumstances:
- In case of 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 objection by the Royal Netherlands Marechaussee to performing passenger handling at the VIP Centre rather than through regular channels;
  - If the Customer or Passenger in question or Delegation has previously demonstrably failed to adhere to the provisions as set out in Article 12 of these Terms and Conditions;
  - If, based on previous experience, SCBV considers that it is not appropriate to accept a new reservation of the respective Customer, which consideration is solely at SCBV's discretion.
- 5.2 SCBV also reserves the right to offer an agreement for a VIP Service reservation under different conditions, or in extreme circumstances to terminate it prematurely with immediate effect if any of the grounds mentioned in Article 5.1 arise. The Customer is entitled to reject the reservation which has been amended or offered under other conditions, as a result of which no agreement will be effected. If SCBV, as airport operator of the VIP Centre, terminates the agreement on the reservation of a VIP Service 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 for in these Terms and Conditions.

## 6. Agreements on the reservation of an area in the VIP Centre

- 6.1** A reservation for a particular area in the VIP Centre is considered to have been made at the point where SCBV 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 SCBV to the Customer.
- 6.2** In the case of special events, the parties will agree on a different option/cancellation arrangement. 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.

## 7. Requirements for a VIP Centre area reservation/option

- 7.1** Reservation confirmations/bookings must at least include the following details:
- The Customer's details;
  - The number of Passengers, Delegation members and/or 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 reservation Terms and Conditions.

## 8. Terms and conditions of payment

- 8.1** The List of Rates, which can be regularly updated by SCBV and which is available at [schiphol.nl/vip](http://schiphol.nl/vip), applies to the agreement, including the rates mentioned therein that apply to the overstay of the agreed duration of stay in the VIP Centre.
- 8.2** All charges exclude taxes and/or charges, unless indicated otherwise. These will be listed separately on the invoice.
- 8.3** 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.
- 8.4** The Customer may not offset his or her payment obligation against any existing or future claim on SCBV, or suspend payment on any grounds.

- 8.5** Payments in cash or by cheque will not be accepted.
- 8.6** With regard to the List of Rates, the amounts mentioned therein are subject to annual indexation and the amount due is calculated as at the time when the VIP Service is actually being provided. In other words: if a particular rate applies at the time of booking a VIP Service, yet a higher (and since indexed) rate applies at the time of the actual provision of the VIP Service, this higher rate will then be charged. However, the rate will not be amended if indexation were to result in a lower rate.

## 9. Customer liability

- 9.1** SCBV excludes any liability for damage, theft, loss etc. of property of the Customer, Passengers, Delegation members and guests as well as any liability for injury to or the death of aforementioned persons, unless the Customer can prove intent or gross negligence on the part of SCBV. The Customer, Passengers, Delegation members and guests enter the airside operational area for the VIP Service at his or her own risk and are obliged to follow all safety instructions given by the VIP personnel in that regard.
- 9.2** The Customer is liable for any damage caused by or as a result of the Customer, Passengers, Delegation members or guests of aforementioned persons using the VIP Service. Any damage caused by the Customer, Passengers, Delegation members or guests of aforementioned persons to the VIP Centre must be compensated for immediately unless, in the judgement of SCBV, the Customer can provide satisfactory assurance that the damage will be made good. An expert opinion drawn up by or on behalf of SCBV will be decisive in determining the amount of the damage. The cost of that assessment will be charged to the Customer.
- 9.3** Pets will not be admitted to the VIP Centre unless they are in a closed cage.
- 9.4** A shortcoming cannot be attributed to SCBV if it is due to a circumstance beyond SCBV's control as a result of which the Customer can no longer reasonably expect SCBV to comply with its obligations under the agreement related to VIP Service(s) (Force Majeure). Such circumstances at least include industrial action, fire, government measures, service breakdowns or failures by third parties.

## 10. Suspension and termination

- 10.1** 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.

## 11. Food & beverage

- 11.1** 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 SCBV. Alternative food & beverage 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.

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

- 12.1** The Customer will at all times use discretion towards other visitors of the VIP Centre. The Customer is also responsible for ensuring that Passengers, Delegation members or guests of the aforementioned persons are discreet. The Customer, Passengers, Delegation members or guests of aforementioned persons will never enter any areas other than the designated areas and publish any information regarding other guests using social media or any other means.
- 12.2** Unless SCBV has provided explicit written permission, no photography, film, sound or any other recordings may be made in the VIP Centre.
- 12.3** The Customer, Passengers, Delegation members or guests of aforementioned persons will comply with all reasonable instructions of the staff present and refrain from disruptive behaviour.
- 12.4** Chauffeurs and assistants, with the exception of bodyguards, are expected to use the designated waiting area.
- 12.5** Visitors to the VIP Centre must be appropriately dressed. Their attire must neither be revealing nor offensive.

## 13. Other provisions

- 13.1** SCBV reserves the right to amend these Terms and Conditions. The most up-to-date Terms and Conditions will be published on the website ([schiphol.nl/vip](https://www.schiphol.nl/vip)).
- 13.2** All written notices, including demands, 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

## 14. Applicable law and court of competent jurisdiction

- 14.1** All agreements in respect of the VIP Service are exclusively governed by the laws of the Netherlands.
- 14.2** Any dispute between the Parties relating to these Terms and Conditions will only be submitted to the competent court in the district of Amsterdam.