



P R I V I U M

# General Terms & Conditions

23 November 2017  
Version 1.2

Travel with comfort and speed at Amsterdam Airport

**Schiphol**

## 1. Definitions

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

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

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

**Intermediary Party:** The party who, after having entered into a formal agreement with Schiphol, has enabled the Privium member to enter into a Privium Participation Agreement 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 Participation 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 Participation Agreement

- 2.1 These General Terms and Conditions shall apply to the Privium Participation Agreement. In addition, the Privium member by requesting the Privium Card shall be deemed to have accepted the terms and conditions of [the Privium Privacy Statement](#), resulting in these terms and conditions being applicable to the Privium Participation Agreement.
- 2.2 Privium membership is established by activation of the Privium membership by Schiphol and by signature of the Privium Participation 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 Automatic Border Passage and Priority Security.
- 3.3 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 or 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 ClubLounge (before security, between Departure Halls 1 and 2, just behind check-in desk row 9) and Privium Airside Lounge (after security, on Holland Boulevard at the E-pier) (hereinafter referred to as Privium lounges):
- A lounge for Privium members. Accessible to Privium Plus and Privium Trial Plus members as well as accompanying Privium Partner Plus members who hold a travel ticket valid for that day.

### **3.4 Privium Plus Level Trial Subscription**

If Privium members have opted for the Privium Plus Level Trial Subscription, they will be able to enjoy all the benefits of the Privium Plus programme for a period of 4 months, see Article 3.3. The following additional definitions and conditions shall apply in addition to the other general terms and conditions:

- Only one trial subscription is permitted per person.
- Privium members are only permitted to enter into a trial subscription if they have not been a Privium member for at least two years.
- The trial subscription cannot be ended prematurely. The fixed trial period is 4 months and shall be automatically extended into a Privium Plus annual subscription following that period.
- Partner memberships cannot be linked to Privium Trial Subscriptions.

### **3.5 Privium Basic Level Trial Subscription**

If Privium members have opted for the Privium Basic Level Trial Subscription, they will be able to enjoy all the benefits of the Privium Basic programme for a period of 4 months, see Article 3.2. The following additional definitions and conditions shall apply in addition to the other general terms and conditions:

- Only one trial subscription is permitted per person.
- Privium members are only permitted to enter into a trial subscription if they have not been a Privium member for at least two years.
- The trial subscription cannot be ended prematurely. The fixed trial period is 4 months and shall be automatically extended into a Privium Basic annual subscription following that period.
- During the subscription period, the Privium member may upgrade the Privium Basic Trial Subscription to a Privium Plus Trial Subscription.
- Partner memberships cannot be linked to Privium Trial Subscriptions.

### **3.6 Privium Partner Level**

Privium Partner membership for the Privium member's partner or children between the ages of 12 and 20 still living with the Privium member. If the Privium member is travelling alone or with the Basic member [primary member], Privium Services shall in any case comprise Automatic Border Passage and Priority Security. When travelling with the Privium 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 or Basic member [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 holds the only adult Partner membership of the primary member.
- A Partner membership shall be terminated when the primary members terminates his or her membership. The Partner member shall be informed by Schiphol on this matter.

**3.7** Schiphol shall apprise 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 Participant, and is non-transferable. The Privium member shall not use the Privium Card in connection with the professional and/or commercial transportation of persons or goods. 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 be void. 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). The Participant shall report to Schiphol the acquisition of a new travel document (e.g. a passport), whereupon Schiphol shall endeavour to allow renewed Automatic Border Passage with the Privium Card within a reasonable period of time. To this end, the Participant must submit the new travel document for registration at the Privium ClubLounge 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. In the case of repeated loss of the Privium Card by the Privium member, Schiphol may charge additional costs for a new Privium Card. 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.

## **5. Payment**

- 5.1** In the event that payment of the Privium Participation Agreement fee is settled by the Intermediary Party, Schiphol shall not charge an additional fee to the Participant. The conditions for payment shall be arranged in a separate agreement between the Intermediary Party and Schiphol. If Schiphol has not received the fee due in time, the Intermediary Party shall be in default and 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 Card, 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 ([www.schiphol.nl/privium](http://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.

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

- 6.1** Privium members shall only have the right to use Automatic Border Passage 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 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 departure from Schiphol valid on that day (e-ticket or boarding pass);
  - Privium Trial Plus members, provided they hold a valid Privium Plus Card and a travel ticket for departure from Schiphol valid on that day (e-ticket or boarding pass);
  - Privium Partner Plus members in the company of the relevant Privium Plus member and in possession of a travel ticket (e-ticket or boarding pass) for departure from Schiphol valid on that day;
  - Privium Basic members shall not be admitted to the Privium lounges. They may only be admitted to the ClubLounge to collect a new Privium Card or to register any changes to the travel document (e.g. a passport).
  - Accompanying children, infants and partners without membership shall not be admitted to the Privium lounges.
  - Privium Plus members may purchase a guest voucher to obtain access to one of the Privium lounges for guests aged 12 and over travelling with them. Guest vouchers can be purchased at the Privium lounges. Accompanying guests must, in addition to the guest voucher, be able to show a legitimate ID and a travel ticket from Schiphol valid for that day (e-ticket or boarding pass) in order to be admitted to the Privium lounges. Amsterdam Airport Schiphol shall always be entitled to refuse guests entrance to the Privium lounges for reasons of its own.

The opening hours of the Privium lounges shall be listed on [www.schiphol.nl/privium](http://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 intoxicating substances of any kind 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.
- 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. Schiphol reserves the right to remove Privium members from the Privium lounges if they do not observe the above rules.

## **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 Amsterdam Airport Schiphol or its executive staff.

## **9. Duration and termination**

- 9.1** The Privium Participation Agreement shall be concluded for an unlimited period of time. Either party shall be entitled to terminate the Privium Participation Agreement. Privium members may terminate their membership via [www.schiphol.nl/privium](http://www.schiphol.nl/privium) after the first subscription year subject to a notice period of one month. The Privium Trial Subscription shall be an exception to this provision. The duration of this subscription is for a period of four months and shall be extended automatically unless the Privium member has terminated his or her subscription one month before the end of the trial period by sending an email to [privium@schiphol.nl](mailto:privium@schiphol.nl). Without such notice, the subscription shall be renewed as annual Privium membership of the same level as the trial membership. 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 Participation 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 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 agrees to continue the

Privium Participation Agreement at his or her own expense, the Privium Participation Agreement shall remain in effect after the termination date of the agreement concluded between the Intermediary and Schiphol and may be terminated via [www.schiphol.nl/privium](http://www.schiphol.nl/privium) with due observance of a notice period of one month.

- 9.3** Privium members may upgrade their Privium Basic membership to a Privium Plus membership during the subscription year. A Partner Membership may also be upgraded to a Privium Basic Membership or a Privium Plus Membership. As soon as the membership has been upgraded, Privium shall begin charging the new rate and shall invoice the difference. Current memberships may only be downgraded to a more limited membership once a year after the first subscription year.
- 9.4** In the event the Privium member fails to comply with the provisions of the Privium Participation 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 Participation Agreement.
- 9.5** After termination of the Privium Participation Agreement, the Privium member shall no longer be entitled to use the Privium Card. Upon termination of the Privium Participation Agreement, the Privium member must return the Privium Card to Schiphol at the Privium ClubLounge or by returning the card by post to Schiphol Nederland B.V., Privium ClubLounge, 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. Choice of law and settlement of disputes**

- 10.1** An English translation of the 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.
- 10.2** The Privium Participation 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.