

Definitions

Airport:	Amsterdam Airport Schiphol as defined in article 8.1 of the prevailing Aviation Act.
Agreement:	An agreement relating to the provision of the Service.
Passenger:	A person having a valid passport and valid travel documents for the date of travel and making use of the Service.
Reservation:	A reservation regarding the Service made by one or more Passengers. There is a maximum of 6 (six) Passengers per Reservation.
Service:	The service known as 'Schiphol Timesaver', which includes: escorting the Passenger through the security check and transporting the Passenger by van to a nearby entrance of the pier from which the Passenger's flight departs.
SCBV:	Schiphol Commercial B.V.
Terms and Conditions:	These General Terms and Conditions pertaining to the Service.

1. Applicability

- 1.1. These Terms and Conditions apply to (reservations relating to) the Service. In addition, the Passenger has received and accepted the terms of Schiphol Timesaver's Privacy Statement when making the Reservation, which means that said terms also apply to the reservation agreement regarding a Service.
- 1.2. Should one or more of the provisions of these Terms and Conditions prove to be null and void, be annulled or otherwise lose their legal validity, the remaining provisions of these Terms and Conditions will remain in force as far as possible, insofar as this is in accordance with the purport of these Terms and Conditions. The annulled provision will be replaced by a valid provision in which the purport of these Conditions is preserved.

2. Reservation/option Service requirements

- 2.1 The Passenger reserves Schiphol Timesaver via the reservation form on the website and does so at least 24 hours before departure of the flight. Changes and cancellations can be made by e-mail via Timesaver@schiphol.nl.
- 2.2 The cost of the Service will be charged per Reservation.

No Reservation can or will be accepted by Passengers who qualify as a PRM (Passenger with Restricted Mobility) passenger, or by Passengers under 18 years of age (unless that Passenger under 18 years of age is accompanied by another Passenger of 18 years of age or older). The reasons are that Passengers who qualify as PRMs require additional facilities that SCBV does not have, and that SCBV is not free under existing laws and regulations to provide the Service to Passengers who are under 18 years of age and travelling unaccompanied. It is also not possible to use the Service if you are travelling with (domestic) animals.

3. Realisation of the Agreement

- 3.1 An Agreement will not be established until SCBV has expressly confirmed the Reservation by email.
- 3.2 In the case of special group handling, the Parties will agree a different option/cancellation arrangement. In that case, the parties will, in joint consultation, make an offer by email, in which additional agreements will be made about the organisation of the handling, including the registration time, the luggage, the guidance.

4. Grounds for refusal and termination

- 4.1 SCBV may refuse a request for a Reservation - or one that has already been confirmed - on the grounds of the following circumstances:
- In the case of insufficient capacity;
 - If the safety of other passengers may be compromised;
 - If there are objections from the Royal Netherlands Marechaussee to have the passenger handling process take place via the Lodge instead of the regular process;
 - If (one or more) Passenger(s) has/have not, in SCBV's opinion, previously complied with the provisions as laid down in these General Conditions or with generally accepted standards of behaviour;
 - In case the chosen payment option cannot be verified.
- 4.2 SCBV also reserves the right to offer an Agreement under different conditions, or in the extreme case to terminate it prematurely with immediate effect if one of the grounds mentioned in article 4.1 occurs. The Passenger has the right not to accept the modified or offered Reservation under different conditions, as a result of which no Contract will be established. In the event that SCBV terminates the Agreement prematurely, the parties shall not owe each other any compensation. If and insofar as a party has already made a deposit in this context, this amount will be returned by the other party, unless these Conditions stipulate otherwise.

5. Terms of payment

- 5.1 All amounts due are inclusive of taxes and/or levies, unless otherwise stated.
- 5.2 Each payment must be made by using the payment methods indicated in the reservation form. Each payment must be made by deposit or transfer to a bank account designated by SCBV within fourteen (14) days of the invoice date or, in the absence of an invoice, of the date of the letter/email from SCBV requesting payment.
- 5.3 The Passenger may not set off his payment obligation against any existing or future claim against SCBV or suspend payment on any ground.
- 5.4 Payments in cash or by cheques will not be accepted.

6. Passenger liability

- 6.1 SCBV excludes any liability for damage, theft, loss etc. of property of the Passenger as well as for injury or death of the Passenger, unless the Passenger can prove that there was intent or gross negligence on the part of SCBV. The Passenger enters the operational area on airside at his/her own risk and is obliged to follow all safety instructions given by the personnel present on site.
- 6.2 The Passenger is liable for all damages caused by or as a result of the use of the Lodge/Service by the Passenger. Damage caused by the Passenger to the Lodge or otherwise to property of SCBV or aids deployed by SCBV must be compensated on the spot unless, in the opinion of SCBV, the Passenger can provide sufficient security that the damage can be recovered from him. An assessment carried out by or on behalf of SCBV will be decisive in determining the amount of the damage. The costs of this assessment shall be borne by the Passenger.
- 6.3 A shortcoming cannot be attributed to SCBV if it is due to a circumstance beyond the control of SCBV as a result of which the Passenger can no longer reasonably expect SCBV to comply with

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the obligations under the Agreement. This includes in any case, but is not limited to, strikes, fire, government measures, operational failures as well as any failure to perform by third parties.

7. Performance of the Service

- 7.1 Before the start of the time slot, the Passenger should already have checked in (online).
- 7.2 The Passenger should report to the entrance of the VIP centre as mentioned in the confirmation email in the reserved time slot for the Service. This means preferably at the beginning of the booked time slot, but at the latest before the end of the booked time slot. It is not permitted to report earlier than the allocated time slot.
- 7.3 The Passenger must have a valid boarding pass and travel document at the reserved time and be able to show them to SCBV staff or security for a departing flight for the day of the Reservation.
- 7.4 SCBV will not take care of the (delivery of) hold baggage of the Passenger. If the Passenger does travel with check-in baggage, he/she will have already checked it in before arriving at the VIP centre.
- 7.5 The Passenger is at all times responsible for catching the flight, and therefore for allowing sufficient time for the boarding procedures of the airline concerned. SCBV is therefore not responsible or liable for any delay of the Passenger due to any checks by government agencies (such as Customs and/or the Royal Netherlands Military Constabulary) at the airport that (may) delay the boarding process. SCBV is also not liable for a Passenger missing a flight if the Passenger has not reported on time as stated in article 7.2 of these Conditions.
- 7.6 The transport of the Passenger from the VIP centre to the relevant pier by bus may be combined with the simultaneous transport of other Passengers.
- 7.7 The process after taking the Passenger to the pier of departure varies from flight to flight. The walking distance depends on the gate from which the relevant flight departs. It is also possible that a Passenger's flight is scheduled at a bus gate. In that case, the Passenger will still be brought to the aircraft by a regular Schiphol bus.
- 7.8 There are no sanitary facilities until the Passenger is in the Terminal or on the departure pier.
- 7.9 Being present within the time slot mentioned in article 7.2 of these Terms and Conditions is the sole responsibility of the Passenger. If Passenger does not comply with this, this will be considered a no-show by SCBV and the entire amount for the Service will be charged, with no refund.
- 7.10 The Passenger must comply with and behave according to the instructions of the personnel on duty on site.
- 7.11 Changes can be made up to 24 hours prior to the flight departure time. If the Passenger wishes to change the reserved time, the following applies:
 - In the event of a last-minute change (the day prior to the day of taking the Service or the day of taking the Service itself), SCBV shall charge an additional 50% over the total amount of the booking;
 - In the event of an earlier (and therefore timely) modification, SCBV shall not charge any additional costs;

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In both cases, modification is only possible if space is available.

- 7.12 If the Passenger wishes to cancel the Reservation, the following applies:
- In the event of a last-minute cancellation (24 hours prior to the booked time slot of the Service), SCBV shall charge 100% over the total amount of the Booking;
 - -In the event of an earlier (and therefore timely) cancellation, SCBV will not charge.
- 7.13 If the Passenger wishes to change the number of Passengers under the Reservation, the following applies:
- Per additional Passenger, subject to sufficient availability, the same fare as for first Passenger applies;
 - Per Passenger less: the costs regarding the fellow Passenger will then be charged at the agreed rate.
- 7.14 Any delays and/or cancellations of the flight concerned are at the expense and risk of the Passenger. The Passenger is free to change or cancel the Reservation with due observance of that stated in articles 7.11 and 7.12 of these Conditions.

8. Other provisions

- 8.1 SCBV reserves the right to amend these Conditions. The most recent Conditions will be published on SCBV's website.
- 8.2 All written communications, including summonses, arising out of or in connection with these Terms should be sent to:

Schiphol Commercial B.V.
Schiphol Timesaver
PO Box 7501
1118 ZG Schiphol
The Netherlands

9. Applicable law and competent court

- 9.1 All agreements relating to the Service are governed exclusively by Dutch law.
- 9.2 Any dispute between the parties in this respect shall be submitted exclusively to the competent court of the District Court of Amsterdam.