

### Terms and Conditions Lelystad Airport pass

Conditions to which the holder of a Lelystad Airport pass for persons, hereinafter referred to as Lelystad Airport Pass, must comply to subject.

The rules regarding being on the airport terrain of Lelystad Airport are based on the applicable Dutch and European aviation legislation.

#### A. General

1. The Lelystad Airport pass is personal and may never be transferred to third parties and only gives rights to the person named on the pass (the pass holder).
2. The pass holder may never leave his Lelystad Airport pass unattended.
3. The Lelystad Airport pass was issued in connection with the need for access to the Security Restricted Areas, Non-Security Restricted Areas and / or Secured Premises from Lelystad Airport for the performance of labour.
4. The Lelystad Airport pass remains the property of N.V. Lelystad Airport (hereinafter referred to as Lelystad Airport) and may only be used in the context of the activities for which it was provided.
5. Passage to and from Security Restricted Areas, Non-Security Restricted Areas and / or Secured Premises from Lelystad Airport is only permitted via passages designated by Lelystad Airport.
6. Missing or damage to the Lelystad Airport pass must be reported to the Badge Center immediately (0320 - 284 789). If the missing pass is found again, this shall be reported immediately to the Badge Center.
7. If the Lelystad Airport pass is replaced due to loss and / or damage, the pass holder will be charged administrative costs (€ 50). These Terms and Conditions of the Lelystad Airport pass remain integral and applies to (the use of) the replacing Lelystad Airport pass.
8. The pass holder must hand in the Lelystad Airport pass immediately at the Badge Center after the last working day. Issuing a receipt will be provided to the pass holder if desired. The last working day means: expired expiration date, (maternity) leave, labor dispute, suspension, suspicion of abuse of the Lelystad Airport pass, or in the event of normal termination of employment with taking the remaining leave.
9. If the conditions under which the Lelystad Airport pass is issued are no longer met, the Lelystad Airport pass must be returned immediately to the Badge Center.
10. The pass holder is obliged to comply with all other rules and instructions at Lelystad Airport for safety reasons. Including but not limited to traffic and parking orders. The airport regulations and the Regeling Toelating Lelystad Airport (RTLTA) form an integral part of these Conditions. The pass holder is therefore obliged to behave in accordance with these Regulations. The Regulations are made available to the cardholder and can also be requested via [www.lelystadairport.nl](http://www.lelystadairport.nl).
11. If the pass holder acts contrary to these conditions or if there is any question of the pass holder circumstances that, in the sole discretion of Lelystad Airport, damage or endanger civil aviation, the Lelystad Airport pass and / or the access can be blocked/taken without statement of reason, with immediate effect that access to Lelystad's Security Restricted Areas, Non-Security Restricted Areas and / or Secured Premises are denied. All consequences arising from this are for the account of the pass holder.
12. Upon the first claim of a controlling officer of Lelystad Airport, or of officials employed by Lelystad Airport (e.g. a security company), or of officials working at Customs and the departments of the Royal Netherlands Marechaussee, the Lelystad Airport pass must be issued for inspection.
13. Instructions given by the officials referred to in point 12 must be strictly followed.
14. The pass holder is liable for damage to (property of) Lelystad Airport incurred in connection with the use of the Lelystad Airport pass. The pass holder indemnifies Lelystad Airport for claims that pass through third parties are brought against Lelystad Airport for damage caused by the pass holder.
15. If a pass holder has not handed in an expired Lelystad Airport pass, Lelystad Airport reserves the right not to issue a new Lelystad Airport pass to the pass holder for one year.
16. The Lelystad Airport pass must be used in its original state, and when returned, must be returned in its original state.
17. Lelystad Airport processes the personal data of the pass holder as included on the application form for the Lelystad Airport pass, as well as the use of the Lelystad Airport pass, for administrative purposes, for the benefit of access and access control, as well as other purposes in the context of the protection of the civil aviation. Lelystad Airport processes this data in accordance with the provisions of the General Data Protection Regulation. Lelystad Airport can, in certain cases, be based on a legal obligation to provide this information to third parties.
18. All costs incurred by Lelystad Airport for the implementation and preservation of its rights of use, such as judicial and extrajudicial collection costs, are for the account of the pass holder and/or the employer.
19. The Lelystad Airport pass is only issued for the period of validity stated on the application form for the Lelystad Airport pass, and for a maximum of 5 years.

## **B. Security Restricted Areas, Non-Security Restricted Areas and / or Secured Premises from Lelystad Airport**

1. The Lelystad Airport pass and / or the access authority can be withdrawn in the event of the result of a safety investigation instituted by the government.
2. The Lelystad Airport pass must be worn visibly at all times, whereby the photo must be visible.
3. At the request of the persons designated for this by or on behalf of Lelystad Airport, the pass holder must present himself subject to research on clothing, goods carried and ,when applicable, used vehicle.

## **C. Use as a parking facility**

1. The pass holder to which parking authorization is assigned, must park his vehicle in the parking area (s) designated by Lelystad Airport.
2. Lelystad Airport is not responsible for any damage, theft or loss of parked vehicles. Except for damage caused by intent and / or gross negligence on the part of Lelystad Airport.
3. Failure to comply with sub. C, including what is stated in point A.11 of these conditions, the vehicle, at the discretion of Lelystad Airport, can be moved and/or taken into custody, or a wheel clamp can be attached to the vehicle. The with this associated costs will be charged to the pass holder at the then applicable rate.

## **D. Liability**

1. Lelystad Airport accepts no liability for damage or injury resulting from the usage of the Lelystad Airport pass or access to Security Restricted Areas, Non-Security Restricted Areas and / or Secured Premises of Lelystad Airport, as well as damage resulting from enforcement actions and / or sanctions, including the blocking and taking of the Lelystad Airport pass.
2. Lelystad Airport registers and controls the use of the Lelystad Airport pass, as well as any of those associated authorizations and supervisory authority. If the Lelystad Airport pass or a specific authorization has not been used for a period of two months, Lelystad Airport - regardless of the reason or the authorization – is entitled to block the Lelystad Airport pass or to withdraw authorization without warning or communication to the pass holder or employer.
3. Lelystad Airport is only liable to the pass holder and his employer for direct damage and / or personal injury occurring within the airport area as a result of intent and / or gross negligence on the side from Lelystad Airport.
4. Lelystad Airport does not accept any liability for direct or indirect damage caused by accommodation or handling facilities, that, in whole or in part, cannot be made available.
5. The pass holder and his employer are responsible for damage caused to Lelystad Airport when whose acts or missions or by whose possessions (including goods and goods of third parties that are in their possession) and / or assets (whether or not due to own fault) damage Lelystad Airport.
6. Damage also includes the costs of administrative and criminal fines and measures.

## **E. Sanctioning**

1. Lelystad Airport establishes a committee that sanctions violations of these conditions.
2. The sanctioning committee consists of four members, who decide by a majority of votes. In the case of even voting, the chairman has the casting vote.
3. The sanctioning committee can decide to handle the violation administratively or to invite the pass holder, together with his employer, for an oral hearing of the case. The pass holder also has the right to request an oral hearing of the case.
4. The procedure for an oral hearing is further described in the Regeling Toelating Lelystad Airport (RTLTA).
5. The sanctioning committee has the authority, in the event that it concludes that the pass holder has failed to comply with the provisions of these Rules, to decide to:
  - a) denial, permanent or temporary, of access to the Security Restricted Areas, Non-Security Restricted Areas and / or Secured Premises of Lelystad Airport;
  - b) permanent or temporary denial of the use of facilities at Lelystad Airport
  - c.q. dissolution of the agreement of which these Regulations form part;
  - c) prosecution by the Public Prosecution Service in case non-compliance also constitutes a violation of the airport regulations.
6. The sanctioning committee uses the 'overview' when determining the sanction as a guideline when sanctioning as shown in chapter 8 of the Regeling Toelating Lelystad Airport. (RTLTA). However, the sanctioning committee has the authority, if the circumstances of the case give reason, to deviate from this overview.
7. The decision of the sanctioning committee is binding and not subject to appeal.