

# Terms & Conditions



## Article 1. Definitions

- 1.1 **Guest or visitor:** Anyone who enters the ESA ESTEC site with a valid ID document.
- 1.2 **Educational activity:** An activity mentioned on the website of SPACETOURS Noordwijk (such as a guided tour, presentation or event) that is offered to the public by SPACETOURS Noordwijk. An educational activity takes place on a specific date (or more dates), time and location and has a content as described in the basic-, standard- of custom tour. For every educational activity there can be specific terms and conditions such as price, minimum or maximum number of persons.
- 1.3 **Group:** A group of 2 or more visitors that enter the ESA ESTEC premises or buildings as a group ("group visit" or "visit"). Normally the average group size is 20-25 persons.
- 1.4 **Organiser:** A person, organisation, company or institution that wants to have a programme organized at ESA ESTEC.
- 1.5 **ESA ESTEC:** This is the technical facility of the European Space Agency where all space missions are designed and supported with research, development and testing. ESA ESTEC is a high security site. Space Expo, Europe's largest space museum is located on the publicly accessible part of the site.
- 1.6 **ESA ESTEC premises:** The secure area on the ESA site in Noordwijk, The Netherlands, including the accessible spaces in and around the buildings.
- 1.7 **SPACETOURS Noordwijk:** The company that conducts visits (category 1) on behalf of ESA and offers commercial groups (category 2) a basic-, standard or custom tour and is designated as an independent company licensed by ESA to host group on the ESA ESTEC premises and organise tours or events.
- 1.8 **Personnel:** Personnel working for SPACETOURS Noordwijk, personnel working for ESA or a contractor of ESA.

## Article 2. Applicability

- 2.1 These terms and conditions are applicable to all guests that visit the ESA ESTEC premises with SPACTOURS Noordwijk for tours or events.
- 2.2 These terms and conditions are also applicable to all natural persons that are engaged by SPACETOURS Noordwijk to conduct tours or events, even if these persons work for a client or supplier who delivers a service on the ESA ESTEC premises or any other legal person. This legal entity will ensure that everyone (personnel or contractor) engaged by this legal entity adheres to these terms and conditions.
- 2.3 Any deviations from these terms and conditions are only valid if these deviations have been explicitly agreed upon in writing.

## Article 3. Access to the ESA ESTEC buildings

- 3.1 The visitor is only allowed to enter spaces that are part of the planned tour.
- 3.2 The visitor shall be barred from (further) access to the ESA ESTEC site if it is determined that:
  - A) The visitor is obviously under the influence of alcohol, drugs or related substances;
  - B) The visitor clearly disturbs or has the intent to disturb the public order.
- 3.3 The following items ("forbidden items") are not allowed on the ESA ESTEC premises:
  - A) Firearms: every device that can fire a projectile or can lead to injuries or damage or if they look like they could cause these things;
  - B) Items with a point or sharp edge: items with sharp points or sharpened edges that can cause injury or damage;
  - C) Blunt objects that can be used to cause injury or damage;
  - D) Inflammable or combustible substances;

E) Chemical and toxic substances;

F) Bottles of fluids.

- 3.4** When ESA Security finds prohibited items during the security check, they could confiscate them. In case the visitor does not cooperate with this (temporary) confiscation, Security can bar this individual entry to the premises without restitution or reduction on the invoice.
- 3.5** Objects that are forbidden by law which have been identified during check in or during the tour will be handed over to police. A visitor with these objects can also be handed over to the police.
- 3.6** Since ESA ESTEC is a high security environment, every visitor should be able to identify him or herself. This can only be done by presenting a real, authentic and valid passport, driver's license or ID card. Copies, scans, student cards or bank cards are not accepted as authentic documents. A visitor of whom the face is not visible and who does not wish to reveal their face for identification may be banned from entering the premises.
- 3.7** The organiser (or client) has to send a list of names of the participants of the tour to SPACETOOURS Noordwijk at least 48 hours before the visit given the high security nature of the premises.
- 3.8** ESA ESTEC and Space-Expo are accessible to disabled visitors.

#### **Article 4. Conduct on the ESA ESTEC premises**

- 4.1** The stay at the ESA ESTEC premises is at one's own risk.
- 4.2** It is mandatory for the visitor to adhere to the advice or instructions given by ESA Security personnel, or by a contractor working for ESA ESTEC. If in the judgement of said personnel a visitor disobeys the rules of conduct, they can deny the visitor further access to the premises. In this case SPACETOOURS Noordwijk is not responsible for any damage or restitution of the invoice. When a visitor repeatedly ignores the rules of conduct or ignores the instructions of personnel, then ESTEC Security can deny the visitor further access to the premises. A decision to deny access will be communicated immediately to the visitor, even in written form if necessary.
- 4.3** The visitor is responsible for any damage done to ESA ESTEC buildings and objects therein.
- 4.4** There is CCTV surveillance on the premises. CCTV images are stored for a reasonable time in accordance with the current laws on privacy. If ESA Security deems it necessary, images may be shared with police.

#### **Article 5. House Rules**

**5.1** Given that ESA ESTEC is a high security environment, the following house rules apply on the premises:

- A) Follow the instructions of SPACETOOURS Noordwijk personnel or ESTEC Security personnel;
- B) The ESTEC buildings are a smoke free zone, smoking is only allowed at the designated places;
- C) Report any theft immediately to SPACETOOURS Noordwijk and or ESTEC Security;
- D) ESA's activities involve hazardous substances and equipment. Therefore the warning signs should be observed at all times;
- E) Access to all areas that are not part of the tour is forbidden;
- F) Everyone should observe the speed limit on the premises, ca. 30 km / hour;
- G) Pedestrians always have right of way, stop at the pedestrian crossings;
- H) Do not park on reserved places and places where it is indicated you cannot park;
- I) Visitors should always wear their visitor badge visibly;
- J) ESTEC Security has the right to check luggage of guests either entering or leaving the premises;
- K) Do not leave luggage unattended, ESTEC Security has the right to remove this and inspect it.

#### **Article 6. Force Majeure**

**6.1** If circumstances occur that cannot be attributed to SPACETOOURS Noordwijk, then there is force majeure. Force majeure for SPACETOOURS Noordwijk is deemed to be any foreseeable or unforeseeable circumstance that makes the execution of the agreement by SPACETOOURS Noordwijk so difficult that, temporarily or permanently, the execution of the agreement becomes impossible or inconvenient.

- 6.2 Under such circumstances are also understood circumstances concerning persons and / or services and / or institutions that SPACETOOURS Noordwijk wishes to use in the execution of the agreement with the organiser, as well as everything that persons, services or institutions referred to as force majeure or suspending or condition precedent, as well as attributable shortcoming of those parties.
- 6.3 Activities of the European Space Agency always take precedence over the commercial visits of SPACETOOURS Noordwijk. Considering that SPACETOOURS Noordwijk cannot guarantee that certain spaces or facilities are available, SPACETOOURS Noordwijk is not responsible for any consequences of a delay or a cancellation of the tour forced by the Agency.
- 6.4 SPACETOOURS Noordwijk will, if force majeure occurs, provide the organizer with a suitable alternative orally or in writing or schedule the tour at a different time.

#### **Article 7. Lost and found objects**

- 7.1 Objects found by the visitor in ESA ESTEC buildings can be issued either to an employee or to ESA Security.
- 7.2 SPACETOOURS Noordwijk will take in found objects.
- 7.3 In the event that the alleged owner of a found object reports, he has the choice to pick up the item himself or to have it sent to him by cash on delivery. In both cases, the owner must be able to identify himself properly.

#### **Article 8. Agreement**

- 8.1 The agreement is first established and commences at the moment that the offer or quotation signed by the client for approval or otherwise confirmed for approval has been received by the contractor by e-mail. If during the execution of the agreement it appears that for a proper implementation it is necessary to change or supplement the contract and / or to change the term of the agreement, the parties will amend the agreement accordingly timely and in mutual consultation.
- 8.2 The Contractor undertakes an obligation of best effort with the agreement and therefore gives no guarantee regarding the achievement of the intended result.
- 8.3 Payment of the programme offered by SPACETOOURS Noordwijk must at all times, unless otherwise agreed, be paid electronically on the day of the visit. In certain cases, SPACETOOURS Noordwijk reserves the right to claim the amount before the programme has taken place. In some cases it is possible to pay by invoice afterwards. Cash payments are not possible unless it has been explicitly agreed in advance that the exact amount will be paid in cash at the end of the visit.
- 8.4 If not agreed otherwise, the payment must be transferred within 30 days to the account of SPACETOOURS Noordwijk or paid in cash.
- 8.5 For the regular tours on the website the prices are calculated per person and indicative of a minimum group size. Per type of tour there is a minimum number of people for which payment is made, even if the group is smaller than that number. The prices are stated in euros and per tour it is indicated if this is incl. or excl. VAT. Prices can be changed at any given time and the current prices are published on the website.
- 8.6 The offer is based on information from consultation, e-mails and / or from the Visit Request Form. If applicable, the indicated prices can be increased with a surcharge. With extra costs you can think of extra preparation hours, extra programme options for customization, extra personnel, catering and transport.
- 8.7 The validity of the offer is 14 days and is only final if it has been confirmed by email to agree with the offer and the general conditions.
- 8.8 Cancellation of a planned programme must be made as soon as possible by e-mail upon discovery. No costs will be charged. If SPACETOOURS Noordwijk has to cancel the planned visit due to circumstances, the visitor will be informed with reasons for this. In both cases, an alternative date or solution will be sought in consultation.
- 8.9 The visitor is deemed to have taken note of the SPACETOOURS Noordwijk privacy statement before the agreement starts.