GUIDANCE TO MEMBERS
TEMPLATE ON GROUND HANDLING SERVICE PROVIDER AGREEMENT

Version 1.0
September 2018

Approved by the ACI World Governing Board
57th meeting on June 17th 2018
PURPOSE

This document is provided as guidance to ACI Members in drafting and negotiating an agreement with a Ground Handling Service Provider (GHSP). It is based on best practice gathered through the ACI Ground Handling Working Group and aims to support the ACI Ground Handling Policy Paper published in 2016, which states that “Airport operators should require each Ground Handling Service Provider to sign a license or concession agreement in order for it to operate on the airport”.

The main content of this document is a template for a Ground Handling Service Provider Agreement. The airport operator should modify and adapt the contents to fit local context, laws, regulations, customs and practices as well as the needs established when negotiating the agreement.

The first portion of this document contains a number of initial considerations the Airport Operator should review prior to establishing such an agreement.

CAUTIONARY NOTE AND DISCLAIMER

The standard clauses provided herein are to be used with discretion and are not to be applied without regard to the context and local laws, regulations, customs and practices.

This document is not intended to be considered legal advice. It is strongly recommended that legal advice be obtained when concluding such an agreement with a Ground Handling Service Provider.

ACI and its employees do not accept any responsibility or liability for the incorrect use of the guidance material provided.

DOCUMENT USE

Throughout this document, options have been provided for the Airport Operator to develop the agreement, as well as parts to be completed. The options allow for the best possible fit to the local environment, however, these may still need to be adapted or modified. In some cases, comments or additional information have been added into various clauses (between brackets and in italics) to provide additional guidance.
GENERAL CONSIDERATIONS

The following elements are important to be considered by an Airport Operator before negotiating a new Ground Handling Service Provider Agreement.

a) **Scope of services**: the menu of services included in the scope of the agreement should be carefully considered according to the need for smooth and efficient operations at the airport.

b) **Term of Agreement**: investment in GSE is substantial and a sufficient term should be provided to enable the GHSP to amortize its investment and provide quality equipment, especially where there is a provision for equipment renewal.

c) **General Aviation**: define whether the concession agreement will include or exclude general aviation.

d) **Number of handling companies**: Factors such as aerodrome capacity, apron congestion and the safety of apron operations may be justification for limiting the number of handling companies, within the limits of applicable competition laws.

e) **Temporary labour**: the use of temporary labour may be contentious. Adequate monitoring of training provided for temporary personnel must be considered to ensure it meets the same standards as for full time employees.

f) **Self-handling**: the entitlement of airlines to self-handle must be clearly established in rules and guidelines.

g) **Service Levels**: these should be defined and agreed as the impact of poor service can also affect the airport which may suffer reputational damage or loss of revenue.

h) **Equipment or resource pooling**: such arrangements can provide for efficiency, standardised quality of service and best use of available space as well as reduction of costs.
GROUND HANDLING SERVICE PROVIDER AGREEMENT

concluded by and between

AIRPORT
(Describe the legal entity – party to the agreement. Noting that where the Airport Operator operates a network of airports, it must specify which airport this agreement applies)

(Reg. No. ____________________________)
(Hereinafter referred to as the Airport Operator)

And

(Insert name of Ground Handling Service Provider)
(Reg. No. ____________________________)
(Hereinafter referred to as Ground Handling Service Provider)
Contents

1 PARTIES .................................................................................................................................................6
2 DEFINITIONS AND PRELIMINARY ........................................................................................................7
3 LICENCE ..................................................................................................................................................9
4 CONSIDERATION ..................................................................................................................................12
5 GENERAL OBLIGATIONS OF THE GROUND HANDLING SERVICE PROVIDER .................................13
6 OPERATIONAL OBLIGATIONS OF THE GHSP ....................................................................................14
7 EMPLOYEES ..........................................................................................................................................15
8 VEHICLES AND EQUIPMENT ................................................................................................................18
9 RULES FOR DRIVING AIRSIDE ............................................................................................................21
10 THE AIRPORT OPERATOR’S SAFETY ENFORCEMENT SYSTEM .........................................................22
11 DUTY TO REPORT ACCIDENTS AND INCIDENTS ..............................................................................22
12 SAFETY MANAGEMENT SYSTEM .........................................................................................................23
13 SPECIAL PROVISIONS RELATING TO ENVIRONMENT .........................................................................24
14 REMOVAL OF INTERNATIONAL WASTE ............................................................................................24
15 OBLIGATIONS OF THE AIRPORT OPERATOR ....................................................................................24
16 RIGHTS OF THE AIRPORT OPERATOR ................................................................................................25
17 SERVICE STANDARDS ..........................................................................................................................25
18 INDUSTRIAL OR STRIKE ACTION INVOLVING THE GHSP ................................................................27
19 ADVERTISING/COMMERCIAL INTEREST ...........................................................................................28
20 RIGHTS OF INSPECTION AND AUDITS ..............................................................................................28
21 AIRPORT MANAGEMENT CENTRE / A-CDM .....................................................................................28
22 SUPPLY OF INFORMATION ....................................................................................................................29
23 LIABILITY AND INSURANCE ................................................................................................................29
24 DOMICILE ..........................................................................................................................................32
25 ARBITRATION ......................................................................................................................................32
26 TERMINATION ......................................................................................................................................32
27 GENERAL ...........................................................................................................................................33
ATTACHMENT A – SERVICE LEVEL AGREEMENT ..............................................................................36
1 PARTIES

The Airport Operator  
Registration number: ________________________________

and

Ground Handling Service Provider  
Registration number: ________________________________
2 DEFINITIONS AND PRELIMINARY

(Other definitions may be added according to local custom and practice)

2.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them hereunder:

2.1.1 Agreement: means the contents of this document together with any annexes and attachments hereto;

2.1.2 Airport: the name of the airport concerned by the agreement (or airports if the airport operator owns or manages more than one airport);

2.1.3 Airport Operator: means the _______________ or any assignee of its rights and benefits under this Agreement;

2.1.4 Airside: means the movement area of the Airport, adjacent terrain and buildings or portions thereof, access to which is controlled;

2.1.5 Apron: means the area on the Airport intended to accommodate aircraft for the purposes of loading and unloading passengers, cargo, fuelling, parking or preparation for flight;

2.1.6 Authorized: in relation to employees of Ground Handling Service Provider, means any person who is properly employed by Ground Handling Service Provider, whose name appears as such in the records of the Ground Handling Service Provider and who has been issued with a valid security permit by the competent authority;

2.1.7 Aviation Act: means the primary aviation legislation of the State;

2.1.8 Carrier: means each of the airline(s) defined as the contractor(s) of Ground Handling Service Provider’s services in the agreement as hereinafter defined;

2.1.9 Civil Aviation Authority: means the governmental authority responsible for regulation of aviation in the state.

2.1.10 Carrier Agreement: means the latest Agreement(s) entered into between the Ground Handling Service Provider and a carrier, in which ground handling services for the Carrier are provided for, whether in the form prescribed by IATA or otherwise;

2.1.11 Consideration: means the consideration provided for in _______________

2.1.12 Effective Date: means, notwithstanding the date of signature of this Agreement,

2.1.13 Ground Handling Service Provider (GHSP): means _______________. Registration number _______________ including any of its sub-contractors (as the case may be);
2.1.14 **IATA**: means the International Air Transport Association;

2.1.15 **ICAO**: means the International Civil Aviation Organization;

2.1.16 **Licence**: means the consent granted by the Airport Operator to the Ground Handling Service Provider to conduct ground Handling Services on the Airport in terms of the provisions of this Agreement;

2.1.17 **Mutually Agreed**: means settled by consensual decision between the Airport Operator and Ground Handling Service Provider and reduced to writing;

2.1.18 **Party**: means either the Airport Operator or Ground Handling Service Provider (as the case may be) and “Parties” means the Airport Operator and the Ground Handling Service Provider collectively;

2.1.19 **Policy Guidelines**: means the Airport Operator's general Policy Guidelines which are published and updated on the Airport Operator's website or through other means;

2.1.20 **Apron Handling Equipment**: means the equipment employed by the Ground Handling Service Provider at an Airport for the purposes of providing Ground Handling Services to Carriers, and includes, without limitation, container loading vehicles, belt loaders, high-lift trucks, refuelling vehicles, toilet trucks, water trucks, container dollies, aircraft pushback tugs, general purpose tugs, ground power units, engineering servicing vehicles and any other equipment or vehicles required to be used by the Ground Handling Service Provider in the provision of the services aforesaid; (one can reference the IATA handling manual);

2.1.21 **Ground Handling Services**: means the activities as defined in the IATA Airport Handling Manual (AHM 810, Annex A), latest edition and subsequent amendments thereto, including representation, administration and supervision; passenger services; Ground services; load control, communications and flight operations; cargo and mail services; support services; security services; aircraft maintenance;

2.1.22 **Regulations**: means the Regulations promulgated in terms of any legislation, and including Regulations promulgated under the Act or the Aviation Act, (insert your primary aviation legislation) from time to time and any amendment(s) thereof;

2.1.23 **Serious**: means, in relation to accidents or incidents, any occurrence which involves injury to any person in or on an Airport, the loss of human life or damage to any Airport Operator or Carrier property;

2.1.24 **Vehicle**: means any mechanically or electrically propelled conveyance or apparatus on wheels;
2.1.25 **Equipment:** means any manually propelled conveyance or apparatus on wheels.

2.2 In this Agreement, unless the context otherwise requires:

2.2.1 the masculine gender includes the other gender and vice versa;

2.2.2 the singular includes the plural and vice versa;

2.2.3 words applying to natural persons similarly apply to legal persons and, where the context so requires, it shall include the State, local authority or other Government institutions, inclusive of a Minister of the State and division of any Ministerial Department, and any association of persons irrespective of whether such association has been incorporated;

2.2.4 reference to the Lessor shall include reference to the General Manager/Airport Director for the time being of an Airport and any of his employees duly delegated, and any discretion allowed to the Lessor may be exercised by the General Manager;

2.2.5 marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this Agreement.

2.3 It is hereby recorded that:

2.3.1 the Airport Operator operates the Airport;

2.3.2 the Ground Handling Service Provider is able to provide Ground Handling Services at the Airport to Carrier(s) upon such terms and conditions described in the Carrier Agreement(s);

2.3.3 the Airport Operator, at its cost, provides and maintains a high level of services and infrastructure on the Airport which facilitate and advance, *inter alia*, the business of the Ground Handling Service Provider;

2.3.4 the Parties recognise the extent of their collective interdependence and, in furtherance of the goal of mutual co-operation, wish to regulate their relationship;

2.3.5 this Agreement sets out the terms and conditions of the Licence granted by the Airport Operator to the Ground Handling Service Provider to conduct Ground Handling Services on the Airport, which includes the use and employment of the Airport Operator’s infrastructure on such Airport.

3 **LICENCE**

3.1 The Airport Operator hereby grants a Licence to the Ground Handling Service Provider to conduct Ground Handling Services on the Airport for a period of 5 (five) years (or other period as appropriate, such as in the case of a tender) calculated from the Effective Date;
3.2 The Airport Operator hereby grants to Ground Handling Service Provider an option to renew the licence for a further period of 5 years (or whatever term), on condition that the Ground Handling Service Provider has at all relevant times complied with all the terms and conditions of the Service Level Agreement;

3.3 No exclusivity is afforded to the Ground Handling Service Provider by this Agreement. The Airport Operator further records that it reserves its right to award or grant additional Licences to other persons to conduct Ground Handling Services on an Airport.

NOTE: This may vary according to local conditions and the term will be either fixed or renewable. The term may depend upon the level of investment required. Flexibility is required to protect the airport operator in the event of a poor or non-performing GSP. Alternative clauses for the term are as follows:
Option 1

Term
This Licence shall be for a one (1) year term beginning on _______________ (the “Commencement Date”) and ending on _______________ (the “Expiry Date”), unless it is terminated earlier in accordance with the termination provisions set forth herein or unless it is extended pursuant to a duly exercised renewal according to the terms and conditions hereof (the “Term”).

Renewal
As of the Expiry Date, if the Licensee pays the Fees and complies with all its undertakings and all the terms and agreements set forth herein and is not in default hereunder, this Licence shall be renewed on an annual basis (year to year), unless notice to the contrary is sent by either party at least thirty (30) days before the Expiry Date or any renewal period, as the case may be, on the same terms and conditions, except that the Term shall not exceed a period of five (5) years.

Option 2

The Concession is granted for the period of nine (9) years and two (2) months, commencing on _______________ and ending on _______________ provided that the GSP meets the standards, codes and practices under the concession agreement to the satisfaction of the airport operator. At the airport operator’s sole and absolute discretion, the GSP, _______________ shall have an option to renew the concession for a subsequent period of five (5) years, under the same conditions or new conditions to be mutually agreed on, which option shall be exercised at the latest on or before _______________ by written notice addressed to the Airport. At least one hundred and twenty (120) days before the termination date of _______________, the parties hereto shall meet to discuss and negotiate with regards to the possibility of extending this agreement.

Option 3

This agreement applies as of _______________ (mm/yyyy) until _______________ (mm/yyyy) inclusive and shall thereafter apply for a period of two (2) years at a time. Either party has the right to terminate the agreement with effect from the end of each term of agreement. Notice of such termination must be made in writing at least six (6) months before the end of the term of agreement.
4 CONSIDERATION

4.1 In consideration for the grant of the Licence, the Ground Handling Service Provider shall pay to the Airport Operator a consideration as is more fully described in Annex

NOTE:
Where concession fees are charged, this is usually done either as a percentage of turnover with a minimum guarantee, or as a fixed annual fee. Possible clauses could be as follows. It must be noted that these options are not valid for European airports, where the fee can only be seen as a recompense for the use of the infrastructure and cannot be based on the turnover of the handling company.

Option 1

As of the Commencement Date and during the Term of the Licence, the GHSP shall pay the Airport an annual basic fee (the “Basic Fee”), equal to an amount of ______________ (currency unit), payable in advance in a single payment, the first (1st) payment of which shall be due and payable on the Commencement Date and thereafter annually on each Anniversary Date.

In addition to the Basic fee the GHSP shall pay a Turnover fee equal to ___________% of Gross Monthly turnover

Gross Revenue – For the purposes hereof, the expression “Gross Revenue” means all annual revenues stemming from the use of this Licence for the Airport Services, whether wholesale or retail, cash or credit or for any other consideration, and any other amount received from activities carried on hereunder. Gross Revenue shall be determined without deducting the amount of uncollected or bad debts; amounts reimbursed for merchandise sold or services rendered under the Licence which are returned may be deducted, as well as those with respect to sales or other taxes which are indicated separately from the price of the goods or service and which the Licensee collects from customers on behalf of the relevant tax authorities.

Financial audit – Throughout the Term of the Licence, the Licensee shall keep records in which it accurately enters all Gross Revenue earned from the Airport Services. The Airport and the GHSP agree that the airport shall have the right to obtain, on or before the thirtieth (30th) day of the month following, a detailed written statement signed by an authorized representative of the GHSP, in the form the Airport may require or approve from time to time, showing the Gross Revenue of the GHSP for the preceding month.

Option 2

For the Concession granted to it, the GSP shall pay the Airport a concession fee, being a percentage of the Gross Turnover of _______________. The Concession Fee shall be _______________ percent of the Gross Turnover over the period from _______________ (mm/yyyy) up to and including _______________ (mm/yyyy) (period of concession).
5 GENERAL OBLIGATIONS OF THE GROUND HANDLING SERVICE PROVIDER

The Ground Handling Service Provider shall:

5.1 obtain permits (access cards, badge or local terminology) for its employees, agents and vehicles from the Airport Operator and to pay the charges in respect thereof;

5.2 notify the Airport Operator as expeditiously as possible of any substantive changes in its Carrier Agreement(s) without disclosing the financial detail of such Agreements;

5.3 pay the costs of any damage or harm caused to the Airport Operator, which includes, but shall not be limited to, the cost of any repairs to or cleaning of the surface of any Apron, where the need for such repairs or cleaning has arisen as the result of any act, omission, negligence or fault of Ground Handling Service Provider, its employees or agents;

5.4 obtain all necessary Licences and other permissions which may be necessary for its business activities at the Airport, and the cost of obtaining such will at all times rest on Ground Handling Service Provider;

5.5 comply with all procedures and/or permissions relating to Airport Access Control and Vehicle and Equipment usage on the Airport;

5.6 use the Aprons as and when necessary for the discharge of its obligations to the Carrier, save that the Airport Operator shall at all times retain full possession and control of the Aprons, including the right to give such direction(s) relating to the use of the Aprons as may be appropriate or necessary, provided that such directions are of general application and will not prejudice Ground Handling Service Provider as against other handling agents operating as such;

5.7 ensure strict compliance by itself, its employees and agents with any directive published by the Airport Operator and/or or the Ground Safety Committee or other similar or equivalent body at the Airport as well as any other relevant national standards or guidance;

5.8 not, without the express prior written approval of the Airport Operator, bring or permit the introduction into or on to the Airport of any offensive, hazardous, noxious, toxic or dangerous substance;

5.9 not drop waste or litter anywhere on the Apron. All foreign objects shall be disposed of in the receptacles identified by the Airport Operator for that purpose and the Ground Handling Service Provider shall use its best endeavours to ensure that the Apron is at all times kept clean and tidy;

5.10 not, without the prior written approval of the Airport Operator, use any portion of the Apron for the purposes of refuelling, cleaning, servicing or repairing any of its Ground Handling Equipment other than on that portion of the Apron which has been specially designated by the Airport Operator for that purpose;
5.11 agree to co-operate with the Airport Operator in the provision of appropriate services for aircraft diverted to the airport, as agreed to with client Carriers;

5.12 ensure that it has sufficient capacity to handle not only existing Carriers using the Airports, but also capacity for extraordinary and unusual events that may occur from time to time.

6 OPERATIONAL OBLIGATIONS OF THE GHSP

The Ground Handling Service Provider shall:

6.1 take appropriate measures to ensure performance of its services in accordance with the operational requirements of the Airport and the Airport Operator;

6.2 be obliged to provide, at all times of the day and night in all seasons, all general Ground Handling Services mentioned in its Carrier Agreements. This includes non-scheduled flights, flights whose safety and security is threatened and / or cases of emergency;

6.3 not unilaterally withhold the provision of any services with any Carrier on the grounds of a commercial dispute. At all times the operational functions of the Airport must continue and the Ground Handling Service Provider shall ensure that the services contracted in terms of this Agreement are performed;

6.4 give due consideration to other users providing general Ground Handling Services and other persons performing operational functions at the Airport, while conducting its business;

6.5 not refuse to carry out any service upon request of a Carrier. Should the Ground Handling Service Provider refuse or fail to perform the service, then the Airport Operator is entitled to utilize Ground Handling Service Provider’s Ground Handling Equipment and direct its staff or other competent parties to render and carry out such services, when such use and requisition are allowed at national level;

6.6 implement operational and personnel measures to ensure that its general Ground Handling Services can be performed efficiently, and that the Ground Handling Service Provider, its employees, contractors or agents do not impair operational safety or compromise the security of the Airport. All operations at the Airport must contribute to the safe, smooth and expeditious handling of air traffic at the Airport under all operational conditions. Proof of such measures must be provided to the Airport Operator on demand.

6.7 provide to the Airport Operator on demand its written policies and procedures for the operational processes for the provision of general handling services under normal conditions and its policies and procedures as applicable in the event of accidents, incidents, safety and or security threats, security incidents, flight emergencies and extraordinary conditions (diversions) (refer to section 12 for more information about SMS obligations);
6.8 ensure strict compliance by itself, its employees and agents with all relevant legislation, including the Regulations, as amended from time to time, copies of which the Ground Handling Service Provider acknowledges having received.

6.9 acquaint itself, its employees and agents without undue delay with any amendment(s) from time to time to all relevant legislation, including the Regulations and the other documents mentioned in clause 6.8;

6.10 comply with all instructions issued and/or rules prescribed by the Airport Operator for the proper management of the Airport, and adhere to all applicable procedures, policies and Regulations;

6.11 conduct its operations in a manner that will not compromise safety and security at the Airport and will not jeopardise the national interest;

6.12 comply with all applicable national and international regulations, including labour regulations and social agreements, as well as applicable industry best practices (e.g. those published by IATA and ACI);

6.13 comply with all applicable Regulations promulgated from time to time by the Minister of Transport, Civil Aviation Authority or other competent authority;

6.14 nominate one or more of its employees to represent the Ground Handling Service Provider on the airport's Apron/Airside Safety Committee with a view to continually monitoring and improving safety standards on the Apron and the Airport generally;

6.15 ensure full and complete compliance by its employees and its Ground Handling Equipment with the requirements of all applicable legislation, including but not limited to the Occupational Health and Safety Regulations and applicable environmental legislation

6.16 without derogating from the generality of the aforesaid, warrant to the Airport Operator that its activities at the Airport will comply at all times with all relevant legislation and Regulations.

7 EMPLOYEES
The Ground Handling Service Provider shall:

7.1 employ only duly trained, qualified and properly Authorised personnel in its Airside operations, which personnel shall at all times wear the uniform of the Ground Handling Service Provider or be readily identifiable as employees of Ground Handling Service Provider;

7.2 ensure that all its employees and agents used in the conduct of its operations are in possession of a valid permit issued by the Airport Operator, appropriate for the area in which such employee or agent is required to operate;

7.3 ensure that each of its employees or agents at all times, while such employees or agents are on or about the Airport in the course of their employment or agency with Ground Handling Service Provider, wears or displays in a prominent position a valid
ACI Ground Handling Service Provider Agreement

and appropriate permit issued by the Airport Operator;

7.4 subject its employees, agents and/or invitees, employed in its operations on the Apron, to security checks by the Airport Operator, whether such checks are routine or otherwise;

7.5 ensure that there are sufficient staff on duty to operate its Ground Handling Equipment and to efficiently deal with present and anticipated Ground Handling Services demands without undue delay(s) or disruption(s) to Carriers, the operation of the Airport or to other users of the Airport;

7.6 ensure that all drivers of its vehicles are in possession of valid, unendorsed drivers Licences appropriate to the category of Vehicle which they are required to operate. In addition, that all Airside drivers possess an Airside Driving Permit prior to undertaking any driving duties on the Airside;

7.7 require all drivers of vehicles, including all operators of Ground Handling Equipment, to undergo regular testing, at its cost, to ensure that they comply with minimum standards with regard to eyesight, hearing and general health, as stipulated in the airport regulations;

7.8 in the interests of combating criminal activity at the Airport, employ in its operations only persons who do not have criminal records;

7.9 submit its employees to regular recognised and ongoing training programmes with a view to improving their skills and efficiency and increasing their awareness of the special needs of the industry. The Airport Operator may from time to time require proof to its satisfaction of these ongoing training programmes, and may make recommendations as it deems fit for the improvement of these and of service standards generally;

7.10 comply with relevant legislation and additionally actively to promote and encourage fairness and, in particular, not to discriminate against any person on the basis of race, colour, sex, religion, age, national or ethnic origin, political beliefs, veteran status or handicap in admission to, access to, treatment of or employment with the Ground Handling Service Provider in any or all of its activities;

7.11 verify that its employees are not under the influence of any drugs or intoxicating substances, whether medically indicated, prescribed or otherwise, which might have the effect of impairing such employee’s judgment in carrying out their duties;

7.12 the Ground Handling Service Provider or airport may conduct drug and alcohol testing on a random basis to ensure compliance with this requirement, failure of any employee to subject himself to any tests will disqualify him from entering the premises of the airport. The GSP is obliged to remove any such person from the airport should positive results be obtained from such testing;

7.13 ensure that each of its employees does not make use of or occupy facilities exclusively provided by the Airport Operator for use by passengers and/or members
of the public e.g. terminal seating, toilets etc;

7.14 arrange that its employees are subjected to a random polygraph testing process, as conducted by a professionally registered polygraph service provider independent of Ground Handling Service Provider; (this may vary from different jurisdictions)

7.15 the Ground Handling Service Provider shall conduct a comprehensive background check in respect of each of its employees, irrespective of seniority, before any such employee is deployed at an Airport. A background check is a mandatory pre-employment condition. Should the results of such tests reflect an adverse report, then Ground Handling Service Provider shall ensure that such employees are removed from the Airport and redeployed in an area which is not in any way related to any activity as performed at an aerodrome or an Airport;

7.16 in carrying out the Ground Handling Services, act as principal and not as the agent of the Airport Operator accordingly:

7.16.1 the Ground Handling Service Provider shall ensure that its representatives and employees refrain from saying or doing anything which might lead any other person to believe that the Ground Handling Service Provider is acting as agent for the Airport Operator;

7.16.2 nothing in this Agreement shall impose any liability on the Airport Operator in respect of any liability incurred by the Ground Handling Service Provider to any other person or entity;

7.17 ensure that at least one of its managers / supervisors shall be present at the Airport during normal operational hours and provide the Airport Operator with the name of such person / s and details of where and how he / she can be contacted at all times;

7.18 ensure that all its employees are in possession of the necessary certificates and qualifications required for the performance of their jobs in the conduct of the operations. The Airport Operator shall have the right to audit the training provided and either accept or reject training certificates in its sole discretion. The Airport Operator may decide not to accept certificates of training from institutions not approved by itself;

7.19 employ temporary staff, due to operational requirements and seasonality, to a ratio of that may not exceed 10 (ten) percent of its total staff. The Ground Handling Service Provider is obliged to obtain the approval of the Airport Operator prior to the employment of part time staff and to submit to the Airport Operator on a monthly basis, statistics relating to staff employment and turnover;

7.20 shall provide the Airport Operator with evidence, upon request, that its staff possess the following knowledge and skills:

7.20.1 the ability to drive and operate Vehicles and specialised Ground Handling Equipment;

7.20.2 good knowledge and understanding of the directives and standard operating
procedures issued by the Airport Operator.

8 VEHICLES AND EQUIPMENT

The Ground Handling Service Provider shall:

8.1 ensure that it applies for and obtains valid permits in respect of all the Vehicles and Equipment it uses in the conduct of its operations. The permits must be appropriate for the areas in which such Vehicle or Equipment are required to operate;

8.2 engage in environmentally-friendly practices such as, but not limited to, operating environmentally safe vehicles to reduce carbon emissions and in any event not operate Vehicles powered by combustion engines in basements, baggage sorting areas and other closed areas of the terminal buildings;

8.3 ensure that it operates a sufficient number of serviceable Ground Handling Equipment to efficiently deal with anticipated Ground Handling Services demands without causing any undue delay or disruptions to Carriers, the operation of the Airport or to other users of the Airport;

8.4 ensure that all Vehicles used by it in its operations are:

8.4.1 in a roadworthy condition;

8.4.2 in possession of and displaying, in a prominent position, the appropriate Airside Vehicle permit issued by the Airport Operator;

8.4.3 numbered and identify the name of Ground Handling Service Provider;

8.5 ensure that any Vehicle required to be operated on the Apron is equipped with warning strobe lights and radio equipment as required and/or approved by the Airport Operator;

8.6 cause all Vehicles required to be used by it in its operations to undergo regular service and maintenance inspection(s). The Parties acknowledge that, in the interests of safety, the Airport Operator may at any time require the Ground Handling Service Provider to:

8.6.1 produce proof to its satisfaction that service inspections have been carried out, and the Airport Operator may summarily withdraw the Airside Vehicle permit of any Vehicle which, in the sole discretion of the Airport Operator, may pose a threat to other users of the Airport by virtue of such Vehicle not being in a fit and proper state of repair;

8.6.2 display registration and designation decals appropriately placed on its Vehicles in line with the Airport Operator's regulations;

8.7 repair without undue delay any Ground Handling Equipment that is not in proper working order, alternatively remove such equipment from the Airport;
8.8 subject all the Vehicles used by it in its operations on the Apron to security checks by the Airport Operator, whether such checks are routine or otherwise;

8.9 paint all its Vehicles, which will be on the Airside, in its corporate colour(s) and display on each such Vehicle in sufficient size and description so as to be easily recognisable:

8.9.1 Ground Handling Service Provider’s name and/or trade name; and

8.9.2 the Vehicle’s identification number allocated either by the Ground Handling Service Provider or the Airport Operator, in addition to the registration number of the Vehicle allocated by the relevant Authority;

8.10 ensure that the Ground Handling Equipment introduced for its operations complies with the latest technical standards;

8.11 ensure that Vehicles and Ground Handling Equipment comply with the applicable Road Traffic Regulations, and meet all licensing and roadworthy requirements as prescribed;

8.12 ensure that all vehicles and equipment are registered with the Airport Operator's permit offices prior to their introduction on the Airside;

8.13 ensure that the lifespan of Ground Handling Equipment and Vehicles does not exceed the following limits: (this provision may be necessary where GSE is old and unserviceable and where a history poor service and maintenance exists. It is also difficult for an airport to continuously monitor maintenance records)

8.13.1 non-motorised (i.e. dollies, baggage wagons, etc) – 10 years

8.13.2 Vehicles - maximum age 6 years

8.13.3 specialised motor equipment - maximum age 12 years.

8.14 ensure that:

8.14.1 any Ground Handling Equipment in respect of which the life spans stipulated above have expired is de-commissioned and removed from Airside;

8.14.2 decommissioned equipment is deconstructed and removed from the Airport premises and not resold for the purposes of serving the aviation industry;

8.14.3 Ground Handling Equipment, including vehicles operated by the Ground Handling Service Provider, is maintained according to the maintenance plans as determined by the original equipment manufacturer and the Ground Handling Service Provider shall submit on an annual basis a copy of the maintenance policy and plan to the Airport Operator;

8.15 ensure that all load and passenger carrying equipment is load tested in terms of the Occupational Health and Safety Regulations or other relevant legislation;
8.16 ensure that all Vehicles, including passenger buses and reduced mobility Vehicles, are of the applicable (left/right-hand drive) configuration.

8.17 ensure that any second-hand equipment or Vehicles for use in its operations meets all requires safety and operability standards;

8.18 submit in writing for consideration and approval by the Airport Operator a specification document relating to any Ground Handling Equipment or Vehicles before the Ground Handling Service Provider enters into any procurement agreement with any supplier. No Ground Handling Equipment or Vehicles will be permitted on to the Airport Operator's Airports without such written approval first having been obtained;

8.19 ensure that all passenger carrying Vehicles, including reduced mobility Vehicles, crew Vehicles and buses, are when necessary air-conditioned. All Ground Handling Equipment must to comply with the requirements set out in the IATA Airport Handling Manual, and specifically AHM 900 relating to the requirement and functional specifications of Airport handling ground support equipment. Airport passenger buses must meet the standards set out in the IATA Airport Handling Manual and must include standing space for four standing passengers per square metre. Seating arrangements are to be such as not to impede the passenger flow during embarkation and disembarkation. The bus doors are to be sufficiently wide to accommodate at least 2 (two) passengers at a time. The location of the doors must allow quick and safe embarkation and disembarkation of passengers on both sides of the Vehicles. The Ground Handling Service Provider shall comply with all the detailed specifications as further set out in IATA Airport Handling Manual referred to above;

**NOTE:**
The Airport Operator, in its discretion, may implement an equipment pooling arrangement whereby the GHSP will be compelled to lease or acquire equipment from the general equipment pool, managed by the airport operator or designated service provider. This is to ensure service standards of equipment, best use of available space, standard operating procedures and levels of services.
9 RULES FOR DRIVING AIRSIDE

9.1 The applicable Road Traffic Regulations, as amended from time to time, will apply Airside.

9.2 Additionally, all drivers of Vehicles and other Ground Handling Equipment in, on or about the Airport, including the Apron, shall:

9.2.1 operate as such only within the approved area of operation specifically designated for that purpose;

9.2.2 give way at all times to any manoeuvring aircraft or an aircraft under tow;

9.2.3 give way to passengers moving towards or away from an aircraft for the purposes of embarking on or disembarking from an aircraft;

9.2.4 not in any manner obstruct, disrupt or interfere with the activities of other users;

9.2.5 obey all speed limits applicable on the Airport and only park same at such specially designated areas;

9.2.6 obey all road signs, road markings and instructions from the Airport Operator's security personnel;

9.2.7 ensure that all loose materials, equipment and waste materials carried on any of Ground Handling Service Provider's Vehicles are properly covered or secured so as to prevent spillage, damage or harm;

9.2.8 when operating the same at night or in period(s) of poor visibility, ensure that the same use their lights and that headlights are dimmed and taillights are displayed;

9.2.9 park same only in areas specially designated for that purpose and store all equipment not in operation in the area(s) specially designated by the Airport Operator for that purpose. The Airport Operator may, should it deem it necessary, in the interests of safety and security at the Airport, immediately and without notice remove any offending Vehicle or Ground Handling Equipment to an alternate location without notice to the Ground Handling Service Provider and at the sole risk of the latter;

9.2.10 take cognisance of the height restrictions applicable on the Airside service road;

9.2.11 refrain from operating any Vehicle on any runway or taxiway, unless such vehicle is in radio contact with Air Traffic Control or the relevant ground control office and that the driver is in possession of an appropriate radio telephony licence, alternatively that such Vehicle is under escort by an Airport Operator Vehicle which is so equipped;
9.2.12 refrain from operating any Vehicle or Ground Handling Equipment within 1,5m (one comma five metres), alternatively within the minimum prescribed distance, from any aircraft, unless specifically required to do so by the Carrier;

9.2.13 refrain from operating, anywhere on the Apron or on any Airside service road, any Vehicle train which is longer than that prescribed in the Policy Guidelines published from time to time;

9.2.14 comply with the rules and procedures set out in the Regulations.

**NOTE:**
In the case where the Airport Operator has developed specific airside driving rules and regulations, this section may not be necessary as it would be implicit under the general obligation the GHSP has to comply with the Airport Operator rules and regulations.

10 **THE AIRPORT OPERATOR'S SAFETY ENFORCEMENT SYSTEM**

10.1 Without prejudice to just culture, the Ground Handling Service Provider shall ensure that it complies with the Airport Operator's safety enforcement system, as contained in the Regulations, the contents and import of which The Ground Handling Service Provider confirms that it understands, and will further ensure that its staff, contractors, and other persons under its control, comply therewith.

10.2 The Ground Handling Service Provider shall ensure that all temporary and permanent personnel, who are required to enter the Airside for whatever reason, attend the Airside Safety Induction training to ensure that personnel have been provided with the appropriate training in order to perform their respective duties safely.

10.3 The onus is on the Ground Handling Service Provider to ensure that an accredited trainer has conducted training as per the standards set out by the Airport Operator and performed by an Airport Operator accredited training institution. The Airport Operator reserves the right not to recognise any certificates from trainers or institutions not accredited.

10.4 The Ground Handling Service Provider is encouraged to participate in an award system at the Airports as a motivational tool to improve safety awareness.

11 **DUTY TO REPORT ACCIDENTS AND INCIDENTS**

11.1 Notwithstanding any statutory obligations that may be incumbent upon the Ground Handling Service Provider from time to time, the Ground Handling Service Provider shall report to the Airport Operator every Serious accident or incident on or in connection with the performance of its obligations in terms of the Carrier Agreement, immediately upon occurrence. An accident or incident not deemed to be of a serious nature shall be reported to the Airport Operator within 24 (twenty-four) hours of such occurrence. Any report, made in terms of this clause, shall be made in writing and shall contain full details of the occurrence. The Airport Operator shall have the right to make enquiries as to the cause and results of any such accident or incident, and the Ground Handling Service Provider shall give the Airport Operator its full co-
operation in this regard, and supply necessary documentation required for investigation.

11.2 Accidents, incidents and occurrences affecting aviation security shall be reported by the Ground Handling Service Provider to the Airport Security Manager or Airport Manager, where applicable.

11.3 The Ground Handling Service Provider shall institute a monitoring system regarding its employees’ violations of the Airport Operator’s Regulations, and other applicable directives, and shall submit monthly reports thereon to the Airport Operator.

12 SAFETY MANAGEMENT SYSTEM

12.1 The Ground Handling Service Provider shall apply establish and maintain a Safety Management System (SMS) commensurate to the scope and complexity of its operations. The SMS should be interfaced with the Airports Operator’s system through procedures or protocols allowing for as a minimum:

12.1.1 the exchange of data related to incidents or accidents occurring on the Airport that are reported by the Ground Handling Service Provider;

12.1.2 the participation in and exchange of information on safety promotion campaigns and activities conducted by either of the Parties;

12.1.3 the exchange of information related to hazards identified on the Airport.

12.2 As part of its safety oversight programme, the Airport Operator reserves the right to conduct ad-hoc or planned safety audits and inspections. These audits and inspections can be conducted as related to operational procedures during the Ground Handling Services or to the Ground Handling Service Provider SMS processes.

12.3 In the case of an audit or inspection carried out by a Carrier, the Ground Handling Service Provider shall share any safety relevant information identified with the Airport Operator.

12.4 Throughout the Term hereof, the Ground Handling Service Provider shall develop procedures associated with its activities allowing it to achieve the objectives of the safety management plan and keep registers in which it accurately records all reports.

12.5 The Ground Handling Service Provider shall ensure that its emergency plan is compatible with the Airports Operator emergency plan and take on an active role, as required by the Carrier or Airport Operator procedures, in case of an emergency or significant disruption to normal operations.
13 SPECIAL PROVISIONS RELATING TO ENVIRONMENT

NOTE:
Provisions relating to the environmental policies of the Airport Operator, such as waste management, recycling, use of green energy, electric vehicles, etc. Terms related to de-icing activities and the management of de-icing fluids may be added, in particular as related to de-icing fluid recovery and disposal.

14 REMOVAL OF INTERNATIONAL WASTE

The Ground Handling Service Provider shall ensure that international waste is removed, handled, transported and stored in accordance with local regulations respecting international waste. In addition, the Ground Handling Service Provider shall deposit international waste at the places designated by the Airport in accordance with local regulations.

15 OBLIGATIONS OF THE AIRPORT OPERATOR

The Airport Operator shall:

15.1 allow the Ground Handling Service Provider and its duly authorised employees or agents access to all such areas on the Airport to which it may be necessary for them to have access for the proper conduct of its business;

15.2 do its utmost to expedite any security or other check to which it requires the Ground Handling Service Provider to subject its employees or Vehicles, with a view to causing as little disruption as possible to the operations of Ground Handling Service Provider;

15.3 inform the Ground Handling Service Provider without any undue delay of any changes to management rules which might affect the business of the Ground Handling Service Provider;

15.4 make available to the Ground Handling Service Provider, subject to the conclusion of the appropriate leases between the Airport Operator and the Ground Handling Service Provider, premises and facilities at the Airport as are reasonably necessary for it to conduct its business. The Airport Operator does not however warrant in any way that the premises and/or facilities are suitable and/or adequate for the conduct of the business of the Ground Handling Service Provider, and the Parties hereby recognise that it shall be the responsibility of the Ground Handling Service Provider to ensure that any premises and/or facilities made available are suitable and adequate for its needs.

15.5 make available to the Ground Handling Service Provider the documentation as provided for in this Agreement.

15.6 to make available facilities and equipment on a rental basis i.e. office space, equipment parking areas and workshops
16 RIGHTS OF THE AIRPORT OPERATOR

The Airport Operator may at any time and in its sole and absolute discretion:

16.1 promulgate, after consultation with the Ground Handling Service Provider on issues which affect the Ground Handling Service Provider, such further or additional rules as it may require for the proper management of the Airport;

16.2 require the Ground Handling Service Provider to within 30 days of notice to that effect to install:

16.2.1 in any or all of its Vehicles a device to limit the maximum speed attainable by the said Vehicle;

16.2.2 a transponder or similar tracking device to monitor movements of Vehicles and Ground Handling Equipment on the accesses to or egresses from the Airside of the Airport.

16.3 withdraw any Airside Vehicle Permit or Airport Security Permit should the holder thereof, in the sole discretion of the Airport Operator, no longer be fit or suitable to be in possession of such permit or should the Airport Operator consider it necessary in the interests of safety and security;

16.4 impose fines or other sanctions for traffic and safety violations;

16.5 exercise any right provided for in this Agreement.

17 SERVICE STANDARDS

17.1 The Parties commit themselves jointly to provide high quality, value for money services at the Airport. These services should be complementary to the image of the Airport Operator. To this end:

17.1.1 the Airport Operator shall:

17.1.1.1 maintain a level of infrastructure conducive to the proper and efficient operation and growth of the Ground Handling Service Provider’s business. This includes, but shall not be limited to, the provision of a comprehensive network of Airside service roads, the supply of adequate lighting in, on and around the Apron and prompt attention to repairs that need to be effected at the Airport;

17.1.1.2 convene regular forums with the Ground Handling Service Provider and other Airport users for the purpose of identifying their infrastructure needs and planning a programme for the development of appropriate Airport infrastructure, addressing grievances and discussing problems of common concern, and generally for the purpose of fostering a spirit of partnership and improving service levels at the Airport;
17.1.1.3 commit itself to a programme of continuous improvement;

17.1.2 The Ground Handling Service Provider shall:

17.1.2.1 observe the service levels set out in Attachment A hereto, without prejudice to its overall obligation to perform the services in an efficient, safe and secure manner and shall not compromise overall operations of the Airport in any way.

17.1.2.2 install and maintain a quality monitoring system in order to monitor and control whether the requested service levels are within target. The Ground Handling Service Provider must provide monthly reports to the Airport Operator which compare its daily and monthly performances with the above minimum service levels. Key quality indicators will be published to the airlines and to the passengers in order to establish satisfaction levels and allow a transparent comparison between different Handling Agents. The Airport Operator is entitled to perform quality audits or to appoint third party consultants to audit the quality monitoring system of The Ground Handling Service Provider on a regular basis.

17.1.2.3 must supply to the Airport Operator a copy of all audits received from the Carriers on a regular basis, which reports must be true copies signed by the airline.

17.1.2.4 shall install and maintain a structured complaint handling system to ensure that passengers are able to lodge complaints directly with Ground Handling Service Provider. The Ground Handling Service Provider agrees that the contact details for the ground agents will be published at the arrival baggage carousels and other appropriate areas of the Airport. The Ground Handling Service Provider further agrees that the complaints desk and telephone line will always be available at all operational hours.

17.1.2.5 commit its organisation to fulfil the right to equal services and treatment for disabled passengers/customers.

17.2 The service standards referred to above are not exhaustive and additional requirements maybe imposed from time to time. The Ground Handling Service Provider will be given reasonable time to comply with amended standards, whereafter the monitoring and sanctioning procedures will take effect.

17.3 Failure to comply with the service levels set out above will amount to a breach of this Agreement. In such event, the Airport Operator may issue an official notice to the Ground Handling Service Provider which requires the Ground Handling Service Provider to set up a detailed action plan in order to ensure adherence to the service levels in future. The action plan shall be presented to the Airport Operator. Failure to implement the corrective action plan or failure to improve the service levels within a reasonable time will be a breach of this Agreement and may give rise to
18 INDUSTRIAL OR STRIKE ACTION INVOLVING THE GHSP

18.1 The Parties recognise the principle of freedom of association and the right of employees in certain circumstances to strike. The Parties also acknowledge that, given the nature of their respective businesses, considerations of safety, security and service are of paramount importance and may be affected by orders of the applicable level of government.

18.2 The Ground Handling Service Provider shall act in good faith to maintain harmonious labour relations with its employees at the Airport and, in particular, prevent them from engaging in any activities in, on or about the Airport which may in any way prejudice safety or security or adversely interfere with the rights or operations of other Airport users. The Ground Handling Service Provider shall provide the Airport Operator with its contingency plans and ensure in its collective agreements with organised labour that the demarcated picketing areas are clearly identified as prescribed by the Airport Operator.

18.3 Should any dispute arise between the Ground Handling Service Provider and any of its employees which, in the Airport Operator's opinion, may and/or does in any way prejudice the safety and/or security of the Airport and/or adversely interfere with the operation of the Airport and/or the rights and/or the operations of any other Airport user, the Airport Operator may take such steps as it deems necessary for the protection of its interests and those of other Airport users.

18.4 The aforesaid may include, without limiting the generality of the foregoing:

18.4.1 requiring, through the Airport Operator's own security personnel or with the assistance of the state security services, any or all of the employees of The Ground Handling Service Provider to vacate the Airport Airside area, or to withdraw completely from the Airport until resolution of the dispute;

18.4.2 denying, in the interests of safety and security, any or all of Ground Handling Service Provider's employees access to the Airport until resolution of the dispute;

18.4.3 affording the Airport Operator the right (but not the obligation) to temporarily take control of the Ground Handling Equipment of Ground Handling Service Provider, in instances where The Ground Handling Service Provider is incapable of providing ground handling services in a timely and high-quality manner. In this event the Airport Operator will have the right to provide the ground handling services itself, to commission a third party to do so, or to grant permission to the airlines to handle their aircraft themselves. Furthermore, regardless of whether or not the Airport Operator exercises its right to take control of the Ground Handling Equipment, The Ground Handling Service Provider will be obliged to release any of its clients' goods which may be held in its storage facilities or under its care if its clients request such release;
18.4.4 initiating such legal steps as may be appropriate.

18.5 Each of the Parties shall bear full responsibility for and indemnifies the other Party for any loss or damage, whether direct, indirect, contingent, consequential or otherwise, to such other Party’s property, arising out of the negligence or wilful misconduct of other Party’s employees during the course of any strike action.

18.6 While all reasonable endeavours will be made by the Airport Operator to consult the Ground Handling Service Provider prior to taking any action detailed above, the Airport Operator shall not be liable to compensate the Ground Handling Service Provider for any loss or damage, whether direct, indirect, contingent, consequential or otherwise, which the latter may suffer as a result of any action taken by the Airport Operator which is reasonable in the circumstances.

19 ADVERTISING/COMMERCIAL INTEREST

19.1 The Ground Handling Service Provider shall not advertise or display any advertising signs on motorised Vehicles, and Ground Handling Equipment, buildings and / or any other structure, movable or immovable, without the express prior written permission and consent of the Airport Operator. All markings on the Vehicles and signage are to comply with the Airport Operator’s Regulations. The Airport Operator may in its discretion consent to advertising on appropriate commercial terms and conditions. No advertising shall be displayed on the windows, opening doors, aircraft steps or other areas which, in the opinion of the Airport Operator, could constitute a safety hazard.

20 RIGHTS OF INSPECTION AND AUDITS

20.1 The Airport Operator shall have the right to conduct an audit or a number of audits on the operations of Ground Handling Service Provider. Such audits shall include within their scope the right to access documentation, both operational and non-operational, excluding documents of a financial and confidential nature. The Airport Operator shall have the right to inspect all applicable records, including records relating to resource planning, scheduling and allocation, equipment maintenance and training data. The Ground Handling Service Provider may not obstruct or deny the Airport Operator the right to conduct such audits.

21 AIRPORT MANAGEMENT CENTRE / A-CDM

21.1 The Airport Operator has a centralized Airport Operations Centre, wherein all operations and aircraft movements as well as other activities of the Airport will be managed and controlled.

21.2 The Airport Operations Centre will have the right to receive data from all operators of the Airport in real time and will in a collaborative manner improve efficiencies at the Airport and reduce aircraft delays.

21.3 The Ground Handling Service Provider shall deploy a staff member to be permanently located within this Airport Operations Centre for purposes of enhancing operations of the Airport as well as those of the Ground Handling Service Provider. The person
nominated shall be of a senior level, competent and have the ability to make decisions of an operational nature on behalf of the Ground Handling Service Provider.

21.4 The Ground Handling Service Provider will play an active role in the Airport Collaborative Decision Making (A-CDM) processes and apply the rules and procedures provided by the Airport Operator.

22 SUPPLY OF INFORMATION

The Ground Handling Service Provider:

22.1 shall on an ongoing basis provide to the Airport Operator all information which is necessary for Airport processes as well as information relating to monitoring and improving services at the Airport. The Ground Handling Service Provider is obliged to provide, without charge to the Airport Operator, all statistical data in real time relating to general Ground Handling Services carried out by The Ground Handling Service Provider for each flight or consolidation of flights within a specified time frame. The information must be provided in a format prescribed by the Airport Operator.

22.2 shall on an ongoing basis to provide the Airport Operator with all the necessary data concerning the handling of passengers, baggage, aircraft and cargo for each flight electronically and free of charge for purposes of operational planning, monitoring and efficiencies. Details of baggage pilferage, theft and mishandled bags and cargo must be supplied as soon as the information is available, per carrier and flight.

22.3 shall, in consultation with the Airport Operator, to set up interfaces with the Airport Operator airport operational database and, at its own cost, transmit information/data concerning operational performance and service to the Airport Operator.

22.4 is not permitted to set up connections using systems of third parties unless it has obtained the prior written consent of the Airport Operator to do so.

22.5 must submit a seasonal plan containing details of expected flights as well as an operational plan for each season at regular intervals set out by the Airport Operator.

23 LIABILITY AND INSURANCE

23.1 The Airport Operator shall not be liable to The Ground Handling Service Provider or its servants, agents, employees, or any other person or legal entity associated with the business of The Ground Handling Service Provider:

23.1.1 for any loss or damage(s) (whether direct, general, indirect, consequential or special, which may be sustained in or upon the Airport as a result of any theft, burglary, pilferage or similar cause, notwithstanding that the Airport Operator will provide security guards and/or night watchmen at the Airport;

23.1.2 for any injury, loss of life or damage or loss (whether direct, general or indirect, consequential, special or otherwise) whatsoever, which may be sustained in or upon the Airport, by any of them to or of or their property from whatsoever cause arising. Without limiting the generality of the
ACI Ground Handling Service Provider Agreement

forgoing, such causes shall include any failure of systems at the Airport or defect in the Airport or any improvement(s) thereon, and any negligence on the part of the Airport Operator or any of its agents or employees.

23.2 The Ground Handling Service Provider shall be liable for all damages (whether direct, general or indirect, consequential, special or otherwise) and costs caused to the Airport Operator by Ground Handling Service Provider, its agents or employees, whether or not acting in the course of their employment arising from any cause whatsoever.

23.3 Should The Ground Handling Service Provider or any of its servants, agents or employees at any time park any Vehicle anywhere on the Airport, the same shall be parked at Ground Handling Service Providers or its servants', agents' or employees' own risk and expense and no liability of any nature whatsoever shall attach to the Airport Operator and/or its shareholders, directors, employees, agents or contractors for any loss or damage which may be sustained in respect of such vehicles, however such loss or damage may be caused, and whether or not by the negligence of the Airport Operator and/or its shareholders, directors, employees, agents or contractors.

23.4 The Ground Handling Service Provider hereby indemnifies and holds the Airport Operator harmless against any claim which may be made against the Airport Operator by The Ground Handling Service Provider or any servant, agent or employee of Ground Handling Service Provider, or by any other person or legal entity associated with the business of Ground Handling Service Provider, or by any other person or legal entity(ies) for whom The Ground Handling Service Provider renders any service or by any person or legal entity who suffers loss or damage as a result of the service rendered by Ground Handling Service Provider, for any loss or damage (whether direct or indirect, consequential, special or otherwise) to any person or property, and against any liability, loss, proceedings, expense and costs of whatsoever nature arising from any occurrence, or series of occurrences in, on or about the Airport.

23.5 The Ground Handling Service Provider shall not have a claim of any nature whatsoever, whether for cancellation, damages, remission of any consideration or otherwise, against the Airport Operator for any loss or damage sustained by The Ground Handling Service Provider as a result of the Airport Operator deciding for any reason whatsoever to change the name of the Airport.

23.6 The Airport Operator shall at all times during the currency of this Agreement procure insurance cover, in such amount as the Airport Operator considers to be sufficient, from an insurer or underwriter for such risks as the Airport Operator in its discretion shall determine in respect of the Airport, including but not limited to public liability and any liability arising from any statute. The provisions of this clause shall in no way limit the indemnities given by The Ground Handling Service Provider in terms of this Agreement.

23.7 The Ground Handling Service Provider acknowledges that it is aware of the contents of the Airport Operator’s insurance policy in so far as it relates to the extent of the insurance cover and the amount thereof.
23.8 The Ground Handling Service Provider shall at all times during the currency of this Agreement procure:

23.8.1 insurance cover from a reputable insurer approved by the Airport Operator for an amount of not less than (add insurance amount) against all risks associated with Ground Handling Service Provider's activities at the Airport, including but not limited to public liability, common law liability, any liability arising from any statute, and any liability arising from the indemnity referred to above including liability for the dishonest or intentional conduct of employees;

23.8.2 a waiver by the said insurer of any right of subrogation to pursue any claim against the Airport Operator.

23.9 When required by the Airport Operator, The Ground Handling Service Provider shall produce proof of the existence of the insurance policy and the payment of the premiums in respect of the insurance referred to in above.

23.10 If the Ground Handling Service Provider fails to procure insurance as provided for in above or fails to produce proof of the premium(s) having been paid, then the Airport Operator shall, without prejudice to any of its rights in terms of this Agreement, be entitled to procure such insurance and/or make payment of such premium(s) and to recover the amounts thereof from Ground Handling Service Provider.

23.11 An indemnified Party shall, within a reasonable time of such Party becoming aware thereof, notify the indemnifying Party in writing of a claim in respect of which indemnification has been given, to enable the indemnifying Party to take steps to contest same.

23.12 An indemnifying Party shall be entitled, within a reasonable time after receipt of written notice, having regard to the nature of the claim in question, to elect in writing to contest (which shall include a right to appeal) an indemnified claim in the name of the indemnified Party and shall be entitled to control the proceedings in regard thereto, provided that the indemnifying Party indemnifies the indemnified Party against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the indemnified Party as a consequence of a defence of the indemnified claim.

23.13 An indemnified Party shall render reasonable assistance to the other in contesting an indemnified claim and make available to the indemnifying Party books and records relevant thereto and any of its employees who are relevant witnesses, provided that such assistance does not unduly interfere with the employees' employment.

23.14 An indemnifying Party shall pay to the indemnified Party the amount of an indemnified claim forthwith after receipt of the notification referred to hereof, unless the indemnifying Party contests the indemnified claim in the terms hereof, in which case the indemnifying Party shall pay to the indemnified Party the amount of the indemnified claim plus all such costs as may be awarded against the indemnified Party, forthwith after any final judgment or order is granted against it.
24 DOMICILE

24.1 Each of the Parties elects domicile for purposes of delivery of any notice, payment of any amount, the service of any process and for any other purposes in terms of this Agreement, as follows:

The Airport Operator:

(Marked for the urgent attention of the ____________)

Ground Handling Service Provider:

(Marked for the urgent attention of the ____________)

24.2 The Parties agree that any notice, document or process sent by way of facsimile-mail to a Party at the following e-mail address ____________, shall be considered as proper delivery/service:

24.3 Each of the Parties will be entitled at any time by way of written notice to the other to change the information contained in either or both clauses above. Such change will become effective on the 7th day after receipt by the other Party of the notice which is referred to in this clause.

25 ARBITRATION

Should any dispute arise from or in connection with this Agreement or any other matter related thereto, then such dispute shall be finally resolved by arbitration.

26 TERMINATION

Should The Ground Handling Service Provider:

a) fail to meet the minimum service levels;

b) fail to adhere to operational and safety procedures or any other conditions set out in the Regulations;

c) fail to provide adequate and timely data regarding the handling activities;

d) stop providing ground handling services to the airlines;

e) fail to attend meetings with the Airport Operator or Ground safety meetings;

f) staff be involved in criminal activities;

g) fail to report accidents/incidents or security breaches;

h) have any amount due in terms of this Agreement not be paid on or before due date;
i) be liquidated or sequestrated (as the case may be) by order of a competent Court, whether provisional or final, and whether voluntary or compulsory, or be placed in judicial management, whether provisional or final;

j) effect a general compromise with its creditors or make any other arrangement with its creditors, necessitated by the inability of the Ground Handling Service Provider to pay its debts;

k) commit or suffer or permit the commission of a breach of any of the terms of this Agreement, but not the terms and conditions referred to in above, whether or not such breach goes to the root of this Agreement, and fail to remedy such breach within 14 (fourteen) days or such longer period as may be reasonably required, after having been required in writing to do so;

26.1 the Airport Operator shall be entitled, but not obliged, notwithstanding any previous waiver or anything to the contrary herein provided, to either:

26.1.1 cancel this Agreement forthwith, eject the Ground Handling Service Provider from the Airport and recover from the Ground Handling Service Provider any damages suffered by the Airport Operator as well as all amounts which became due for payment by the Ground Handling Service Provider under this Agreement prior to the date of such cancellation; or

26.1.2 cancel this Agreement and permit the Ground Handling Service Provider to continue to conduct business on the Airport on a month to month basis, which will be terminable by the Airport Operator (but not by Ground Handling Service Provider) on 1 (one) month’s written notice, but subject otherwise to all the terms and conditions, mutatis mutandis, of this Agreement.

26.2 Notwithstanding anything contained in this Agreement, the Airport Operator shall be entitled to immediately and without notice eject the Ground Handling Service Provider from the Airport when the Agreement has terminated through time. The Ground Handling Service Provider herewith expressly waives any rights whatever it may have had at law, but for the provisions of this clause.

26.3 The Ground Handling Service Provider undertakes to, in the event of the Airport Operator instructing attorneys in relation to this Agreement, pay the Airport Operator's legal costs so incurred, on the attorney and own client scale.

27 GENERAL

27.1 Signature of documents:

27.1.1 The Parties undertake to do all such things as are necessary and to sign all documents from time to time in order to give effect to the terms of this Agreement.

27.2 Whole Agreement:

27.2.1 This document and any annexure or attachment hereto contains the entire
Agreement between the Parties and neither Party shall be bound by any undertakings, representations or warranties not recorded herein.

27.2.2 No alteration, cancellation, variation of, or addition hereto or revival of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

27.3 Indulgences:

No indulgence, lenience or extension of time which either Party ("the grantor") may grant or show to the other ("the grantee") shall in any way constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

27.4 Agreement only binding on signature of the Airport Operator:

This Agreement shall only have effect and become binding upon the Airport Operator if and when the same shall have been executed by it, failing which the Ground Handling Service Provider shall have no right to claim the existence of an Agreement from the Airport Operator, whether verbal or otherwise, or by reason of this Agreement having been executed by the Ground Handling Service Provider only.

27.5 No Warranties:

The Ground Handling Service Provider records that it has freely entered into this Agreement and not by reason of any warranty or representation made to it by or on behalf of the Airport Operator, other than as set out in this Agreement.

27.6 Authority:

By signing this Agreement, the signatory for Ground Handling Service Provider, if the Ground Handling Service Provider is a legal person, confirms, on behalf of the management of such legal person, that he is duly authorised to enter into this Agreement on behalf of Ground Handling Service Provider.

27.7 Governing Law:

This Agreement shall be construed, and the legal relationship between the Parties determined, in accordance with the Laws of (State/Country).
THUS DONE AND SIGNED BY THE DULY AUTHORISED REPRESENTATIVE OF
AIRPORT AT ______________________ ON _____________________ IN THE
PRESENCE OF THE UNDERSIGNED WITNESSES. AS WITNESSES:

1. ________________________________________________________________

2. ________________________________________________________________

THUS DONE AND SIGNED BY THE DULY AUTHORISED REPRESENTATIVE OF THE
GROUND HANDLING SERVICE PROVIDER AT _________________ ON
____________________ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.
AS WITNESSES:

1. ________________________________________________________________

2. ________________________________________________________________
ATTACHMENT A – SERVICE LEVEL AGREEMENT

NOTE
The following list is to serve as an example of the contents and indicators that can be included in a Service Level Agreement. Some safety targets may need to be modified to suit the local environment.

Service Levels are:

1. **General**
   
   1.1. On-time performance relating to activities controlled by Ground Handling Service Provider
   
   1.2. Mishandled baggage, maximum allowed 4 per 1000 bags handled
   
   1.3. Mishandled / incorrect travel documents. In light of aviation security and safety, no allowances will be made for mishandled/incorrect documentation. The Ground Handling Service Provider must commit to ensuring that at all times travel documents will not be mishandled and incorrect travel documents will not be accepted in processing passengers
   
   1.4. Cargo mishandled to a maximum of 1 per 1000 shipments per month

2. **Passenger Handling**
   
   2.1. **Queue time**
   
   2.1.1. Queuing time at Ticket Counters to be not more than 10 minutes 95%
   
   2.1.2. Queuing time at First Class Counters to be not more than 3 minutes 95%
   
   2.1.3. Queuing time at Business Class Counters to be not more than 7 minutes 95%
   
   2.1.4. Queuing time at Economy Class Counters to be not more than 15 minutes 95%

   2.2. **Gate Functions**
   
   2.2.1. Gate opened/manned 50 minutes (international), 35 minutes (domestic) prior to expected time of departure ("ETD") or scheduled time of departure ("STD") 95%
   
   2.2.2. Boarding to commence 45 minutes (international), 30 minutes (domestic) prior to ETD/STD 95%
   
   2.2.3. Passengers not to wait longer than 10 minutes in the bus prior to departure to the aircraft 95%

   2.3. **Arrival**
   
   2.3.1. Aircraft to be met by passenger services staff when aircraft door(s) open 95%
   
   2.3.2. Lost and Found staff to be available before passengers arrive in baggage hall. 95%

3. **Ground Handling**
   
   Target %
3.1. Baggage Handling – Arrival

3.1.1. First bag to be delivered on the carousel within 5 minutes of the first passenger arriving at this point 95%

3.1.2. (i) Narrow bodied aircraft – Last bag to be delivered on the carousel within 30 minutes of the first passenger arriving at this point 95%
(ii) Wide bodied aircraft – Last bag to be delivered on the carousel within 40 minutes of the first passenger arriving at this point 95%

3.1.3. Sequence of baggage delivered: first -, business -, and economy class 98%

3.2. Baggage Handling – Departure

3.2.1. Baggage reconciled as per Baggage Reconciliation System 95%

3.2.2. Last baggage to be delivered to the aircraft 20 minutes (domestic) and 35 minutes (International) after flight closure 95%

3.3. Ground – Arrival

3.3.1. Appropriate Ground Support Equipment ("GSE") to be available at the parking bay 5 minutes before expected time of arrival ("ETA") 95%

3.3.2. The Ground Handling Service Provider to conduct a pre-arrival Foreign Object Debris ("FOD") inspection and clearance of parking bay 5 minutes before ETA 95%

3.3.3. Steps / Air bridge to be positioned within 2 minutes of Actual Time of Arrival ("ATA") 95%

3.3.4. Buses to be at parking bay within 2 minutes of ATA 95%

3.4. Ground – Departure

3.4.1. Pushback equipment to be available 10 minutes prior to STD 95%

3.4.2. Buses to be available at departure gates 30 minutes (narrow bodied aircraft) and 45 minutes (wide bodied aircraft) prior to ETD / STD 95%

3.4.3. Passenger Assistance Unit ("PAU"), for scheduled passengers, to be available 30 minutes (narrow bodied aircraft) and 45 minutes (wide bodied aircraft) and prior to ETD / STD 95%

3.4.4. Ground Service Provider to conduct a full FOD inspection and clear parking bay within 5 minutes of Actual Time of Department 95%

4. Safety

4.1. The Ground Handling Service Provider must strive to achieve zero incidents of aircraft damage. 100%

4.1.2. The Ground Handling Service Provider must strive to achieve zero Vehicle equipment incidents / accidents 100%

4.1.3. The Ground Handling Service Provider must comply with the Carrier’s Airside Safety and the Airport Operator’s safety Regulations at all times. 100%

4.1.4. All of Ground Handling Service Provider’s staff must comply with the airport regulations 100%
4.1.5. The Ground Handling Service Provider’s staff must comply with the Personal Protection Equipment Regulations at all times. 100%

4.2. Connecting passengers

4.2.1. The Ground Handling Service Provider shall be obliged to arrange the check-in process in such a way that passengers can board their connecting flights with a minimum connecting (transfer passenger) time of at most 45 minutes. 95%

AIRPORT SERVICES PARAMETERS

NOTE

The table below presents a number of examples of Key Performance Indicators that can be used to measure service levels for activities conducted by or provided by a Ground Handling Service Provider. Some of these may need to be modified to suit the local operating conditions.

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Measure</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airside Vehicle Operation training</td>
<td>• All staff trained when starting work.</td>
<td>• 100%</td>
</tr>
<tr>
<td>Emergency training (including handling of fire extinguishers)</td>
<td>• All staff trained before starting work.</td>
<td>• 100% of new employees&lt;br&gt;• 90% of current employees</td>
</tr>
<tr>
<td>Compliance with operating procedures involving baggage rooms (arrivals and departures)</td>
<td>• Number of accidents involving staff/vehicles.&lt;br&gt;• Number of blockages.&lt;br&gt;• Action taken during blockages&lt;br&gt;• Number of offences</td>
<td>• Downward trend&lt;br&gt;• Compliance of corrective action plans</td>
</tr>
<tr>
<td>Procedures for removing outdated equipment</td>
<td>• Number of complaints received&lt;br&gt;• Non-compliance during inspections/audits</td>
<td>• Downward trend&lt;br&gt;• Compliance of corrective action plans</td>
</tr>
<tr>
<td>Procedures for processing garbage airside (including sanitary and hazardous materials)</td>
<td>• Non-compliance during inspections/audits</td>
<td>• Downward trend&lt;br&gt;• Compliance of corrective action plans</td>
</tr>
<tr>
<td>Safety procedures (wearing of vest, procedure for working at height, etc.)</td>
<td>• Number of complaints received&lt;br&gt;• Number of incidents/accidents&lt;br&gt;• Non-compliance during inspections/audits</td>
<td>• Downward trend&lt;br&gt;• Compliance of corrective action plans</td>
</tr>
<tr>
<td>Use of equipment for common use</td>
<td>• Number of complaints received&lt;br&gt;• Non-compliance with use procedures</td>
<td>• Downward trend&lt;br&gt;• Compliance of corrective action plans</td>
</tr>
</tbody>
</table>