

Tallinn Airport Ltd.

Conditions of infrastructure use for ground handling service providers

Valid since 01.11.2010

Lennart Meri Tallinn Airport

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1. Terms

- 1.1. **Airport** – Tallinn Airport Ltd in current document.
- 1.2. **Service provider** - physical or legal person providing one or several ground handling services to third persons or by self-handling according to list of services listed in annex 1.
- 1.3. **Infrastructure** – centralized infrastructure of Lennart Meri Tallinn airport, necessary for providing ground handling services.
- 1.4. **Airport user** – every physical or legal person, responsible for passenger handling, mail- and/or cargo handling.
- 1.5. **Service** – ground handling service, services offered to Airport users, described in Annex 1.
- 1.6. **Self-handling** - situation when Airport user provides directly for himself one or several ground handling services and does not enter into contract with third persons for providing such services.
- 1.7. **Contract for infrastructure use** – contract signed between Service provider and Airport, which gives Service provider the right to use airport infrastructure for providing ground handling services according to the list of agreed services and provided conditions in the Contract.
- 1.8. **Transfer-passenger** – means a passenger who arrives at the airport and departs from the airport in the way of not leaving the closed security restricted area of the airport passenger terminal.
- 1.9. **Transit passenger** – means a passenger who arrives at the airport and continues its journey with the same aircraft (flight number does not change).

2. General conditions

- 2.1. Conditions of infrastructure use of Tallinn Airport Ltd to ground handling service providers (hereinafter referred to as „Conditions of use“) have been prepared according to Council Directive 96/67/EC on access to the ground handling markets at Community airports (hereinafter referred to as „Directive“) and according to Government decree no 240 „Use of Estonian airspace and provision of air navigation services in Tallinn flight information region“.
- 2.2. Conditions of use are valid to all service providers.
- 2.3. Service provider, commencing provision of services at airport, will follow the current conditions of use, legal acts and rules, and the Contract for Infrastructure use (hereinafter referred to as Contract).
- 2.4. Service provider must have a valid contract.
- 2.5. Service provider must not allow any other party to provide service or some part of services as subcontract without prior written permission of Airport, except for the case when subcontractor has prior contract with Airport for providing such services.
- 2.6. Service provider undertakes to pay infrastructure charges and environmental charge to Airport according to current Conditions of use and Contract.
- 2.7. Conditions of use have precedence and substitute all previous agreements, contracts or understandings (written or oral) about infrastructure use.

- 2.8. Service provider admits, acknowledges and agrees that Airport functions are the operation and development of airport, provision of airport infrastructure and its administration/management, therefore Service provider shall not carry out any act or shall not by any omission, which shall interfere Airport to fulfill the above-mentioned functions properly or damages the interests of Airport, Airport users or other Service providers.
- 2.9. Service provider, commencing provision of services at Airport, confirms to Airport that he has full ability (external and internal, legal and corporative), to take and fulfill the obligations related to service provision.

3. Provision of services

- 3.1. Service provider shall, prior to commencing service provision, submit an application to Airport which must contain the list of planned ground services.
- 3.2. Airport shall review the application in two (2) months and will enter into contract with Service provider for providing services listed in the application. Prior to entering into Contract, Airport has the right to audit the compatibility of Service provider to requirements and its ability to provide services.
- 3.3. Service provider may provide only those services listed in Contract on conditions listed in Contract.
- 3.4. Services can be provided only by the Service provider who has a signed contract with Airport.
- 3.5. Service provider must ensure ability to service all those aircraft types which are operated by those Airport users with whom Service provider has entered into contract for service provision.
- 3.6. If Service provider wants on his behalf to alter the list of services, and/or list of services provided for third parties, he shall submit an amendment proposal to Airport at least thirty (30) calendar days prior to the required amendment due date. Amendment proposal must include the contents and the cause of amendment and the time period when amendment is to be made.
- 3.7. Service provider must handle any complaints made by Airport user about services provided by Service provider or about price. Airport shall retain the right to interfere into complaint handling if required so by one party or on its own initiative and its decision on solving the case is final, without harming the rights of any party.
- 3.8. If Service provider provides services not agreed with Airport, the latter has the right to charge the Service provider contractual penalty in the triple rate of infrastructure charge. If Service provider has not submitted a proposal for providing additional services and continues to provide services despite the precept, Airport has the right to terminate unilaterally Contract with Service provider and not allow Service provider to access the infrastructure.
- 3.9. If it is necessary to formalize approvals with national agencies to organize the activities of Service provider, it is part of the obligations of Service provider, including also in this case the payments of levies and other charges. Airport must provide necessary information and corresponding documentation during approval process and has the right to participate in approval process also in other ways.

4. Self-handling

- 4.1. According to the fundamentals in Article 1 of Directive 96/67/EC on access to the ground handling markets at Community airports, Airport has the right to restrict the self-handling right to Airport users in case of the following services:

- Baggage handling;
 - Apron handling;
 - Fuel- and oil handling;
 - Physical handling of cargo and mail between airport terminal and aircraft upon arrival, departure or transit.
- 4.2. Prior to commencing service provision, Airport user must submit the proposal to Airport which should include the list of planned ground handling services.
- 4.3. Airport shall review the proposal of Airport user in two (2) months and will enter into Contract with Airport user for providing services listed in the proposal. Prior to entering into Contract, Airport has the right to audit the compatibility of Airport user to requirements and its ability to provide services.
- 4.4. Airport user can provide by self-handling only those services listed in the Contract on the conditions listed in the Contract.
- 4.5. Airport user is obliged to present information on service provision upon request in agreed format and on agreed dates.
- 4.6. If Airport user intends to alter the list of provided services, he must previously apply for Airport approval. Airport user should submit the proposal to Airport at least thirty (30) calendar days before planned amendment of service provision and put down in the proposal the contents and cause for amendment as well as the time when amendment is to be made.
- 4.7. All other requirements and conditions listed in the current Conditions of Use apply to Airport user with self-handling right.

5. Tallinn Airport GH as ground service provider to third parties

- 5.1. As derived from Directive 96/67/EC on access to the ground handling markets at Community airports, Tallinn Airport GH (until the passenger number reaches two (2) millions), will be the provider of the following services for third parties:
- Baggage handling;
 - Apron handling.

6. Subcontracting

- 6.1. Service provider has the right to use as subcontractors only those Service providers who have entered into Contract with Airport for providing such service.
- 6.2. Service provider ensures that all subcontractors providing services for him, have liability insurance which covers the activities carried out at the airport territory with liability insurance. Airport user can add Service provider to his corresponding insurance contract.
- 6.3. Use of subcontractors does not free Service provider from reporting- and payment liabilities to Airport.

7. Standards

- 7.1. Service provider must have quality management system. Service provider shall submit the corresponding certificate or the description of measures and means of analysis and monitoring the technical equipment and work quality, to Airport.
- 7.2. Service provider acts according to the rules and procedures confirmed by Airport, providing services efficiently and safely.

- 7.3. Service provider must monitor additionally those orders and recommended practices of the concerned agencies and organizations, of which Airport informs the Service provider.

8. Reporting and payments

- 8.1. Service provider must present in a way determined by Airport and by required date to Airport all documents, statistics, information or other data that Airport needs for issuing invoices, gathering statistics or for any other reasoned purpose.
- 8.2. Invoices presented by Airport must be paid by the date on the invoice. If payment is delayed, Airport can demand fine 0,07% of the unpaid sum per day if not agreed otherwise and restrict Service provider's access to infrastructure until payment is made.
- 8.3. Taxes and levies are added to all charges according to valid legislation.
- 8.4. Service provider, who presents necessary data for making invoices, must be convinced that the data is verified. Having received incorrect data, Service provider has the right for recalculation upon paying bigger charges if he submits proposal in two (2) months starting from the date of invoice. Service provider has no right for recalculation if he deliberately and frequently disregards Airport's request to present correct data for correcting invoice.

9. Insurance and liability

- 9.1. Service provider must ensure that his activities are insured against possible loss events to third parties. Airport can request confirmation from Service provider on the existence of insurance.
- 9.2. Service provider agrees that Airport is under no condition liable for Service provider's carelessness, for not fulfilling its contractual obligations, for violations or other such matters. Airport is also not liable for programs, reports, information or information exchange approved or accepted by Service provider and presented or given to Airport according to obligations laid upon Service provider.

10. Safety and security

- 10.1. Service provider is obliged to cooperate with Airport in safety and security matters.
- 10.2. Service provider must have implemented functioning safety management system (SMS) and designated person responsible for safety and security.
- 10.3. Service provider is obliged to participate in the work of Airport safety- and security committees.
- 10.4. Service provider is obliged to participate and cooperate in supervising and auditing safety and security areas and upon Airport's request to present information regarding safety and security.
- 10.5. Service provider is obliged upon first possibility to inform Airport on all safety and security related incidents on airport territory according to valid procedures.
- 10.6. Service provider is obliged to ensure that his employees follow the Airport's fire- and safety rules, internal rules, security program and environmental rules and Airport operational regulations and –rules as well as other documents, guidelines and procedures valid at Tallinn airport territory.
- 10.7. Service provider must have and submit to Airport for assessment the emergency response procedures and participate with reasonable costs in training exercises organized and coordinated by Airport at intervals designated by Airport.

- 10.8. Service provider must ensure that all his contractual partners or subcontractors have emergency response procedures which have to be in accordance with valid legislation. In case of accident Airport can appoint Service provider to coordinate the liquidation of accident consequences and in this case he must cooperate with Airport and coordinate its activities with other Airport users.
- 10.9. Service provider must in case of an accident on airport territory, enable to use its equipment and means according to Airport procedures in such way that it does not decrease or prevent the safe operation of airport.
- 10.10. Service provider must fulfill or assist in any obligation those Airport users, with whom he has contractual relations.
- 10.11. In case of presumable or actual termination of services, Service provider will present a crisis plan to Airport and will agree with Airport upon its implementation. Service provider must do everything in order to restore the common situation as quickly as possible.

11. Training and initial training

- 11.1. Service provider ensures that all his employees, working at airport territory, are with good behavioral manners, trustworthy and have the necessary skills and knowledge to perform their duties safely and efficiently.
- 11.2. Service provider ensures that his employees have had the necessary preparation needed for performing their duties safely and in compliance with rules, before allowing employee to fulfill his duties on his own. Initial training must comply with the standards set by Airport and to the standards derived from legislation. Airport can monitor and audit the trainings and make suggestions for amendment if he considers it necessary.
- 11.3. Service provider ensures that the qualification of his employees corresponds to the necessary level during the whole working period at airport.
- 11.4. Service provider ensures that his employees fulfill the necessary language requirements and know aviation terminology if required so by his working duties.

12. Vehicles and equipment

- 12.1. Service provider obtains and maintains at its own expense equipment and vehicles needed for fulfilling his tasks.
- 12.2. Service provider is not allowed to bring vehicles and equipment to airport territory without previous consent from Airport. Airport previously assesses the equipment nature, purpose, specifications and general situation.
- 12.3. Airport has the right to check the Service provider's route, location and parking on Airport territory.
- 12.4. Service provider shall ensure that all equipment and vehicles are in good conditions and safe and comply with the requirements valid for equipment and vehicles, and that all equipment and vehicles are used and maintained in such way, that it causes no harm to property and environment nor causes the injuries to people or death.
- 12.5. Service provider must have register of carrying out maintenance, supervision and repair works of the vehicles and equipment.
- 12.6. Service provider ensures that equipment and vehicles are handled only by specially trained employees.

- 12.7. Service provider uses the technical equipment and vehicles on Airport territory only on intended purpose. If the activities of Service provider are terminated, Service provider must remove his equipment and vehicles from the Airport territory.
- 12.8. Service provider removes immediately from Airport territory those equipment and vehicles at its own expense, which are defective or not fit for use or requested to remove by Airport.
- 12.9. If Service provider gets to know about the breakdown or defective equipment, device or aggregate belonging to Airport, he will notify Airport immediately about it.

13. Common usages and practices

- 13.1. Service provider must not harm the activities of other parties at airport with his activities.
- 13.2. Service provider ensures that all persons, baggage, mail/cargo and equipment he is liable for, enter, remain and leave terminal and airport territory only according to the procedures and agreements approved by Airport and/or related agencies.
- 13.3. Service provider notifies Airport and agrees with Airport upon activities which are not part of his common/agreed business activities. Service provider is liable for implementing the procedures valid on corresponding activities.
- 13.4. Service provider will participate together with Airport in meetings, committees and/or in counseling processes necessary for the safe, secure and intentional operation of Airport.

14. Advertising

- 14.1. Service provider should not place advertisement or information board on airfield without Airport consent. Advertisement placed without consent must be removed by Service provider at its own expense upon Airport request.
- 14.2. Service provider can obtain, put up and maintain at its own expense advertisement or information board, having agreed that beforehand with Airport and removing advertisement or information board at its own expense upon Airport request.
- 14.3. Service provider must pay rent or other charge to Airport which has been fixed by Airport on advertisement or information board and pay all charges, tariffs and/or other costs fixed or appearing to advertisements or information boards.
- 14.4. Prior written agreement with Service provider is requisite upon using Service provider logo or its elements by Airport.

15. Information exchange

- 15.1. Service provider is obliged to preserve and present to Airport all information and statistics related to service provision, which is required by valid legislation, for adding it to Airport operating systems and/or with some contract according to format and requirements requested by Airport.
- 15.2. Service provider must present correct data and statistics to Airport.

16. Confidentiality

- 16.1. Service provider is obliged to treat the information related to contracts about Airport users and the information that he became aware of during the activities at airport territory, as confidential.

- 16.2. Airport determines which information he considers confidential and will notify Service provider about that. Such information cannot be distributed or published by Service provider in any way, except for:
- To his own employees according to necessity and only to the extent that is necessary for their activities;
 - Upon necessity to third parties, if required so for fulfilling the goals settled with current document and upon prior written consent received from Airport on the assumption that Service provider is not related to the obligation of holding confidential information.
 - To any administrative agency if required so by law.

17. Auditing rights

- 17.1. Airport can monitor and audit the activities of Service provider, related to service provision.
- 17.2. Airport can audit the financial and statistical reports presented by Service provider or his subcontractor.
- 17.3. Service provider must enable Airport to access his collected and recorded data and information.

18. Termination of service provision

- 18.1. Airport can require the termination of Service provider activities in the following cases:
- If required so by Airport safety, main activities or development;
 - If Service provider has payment delays or does not pay;
 - If Service provider refuses to give to Airport data needed for issuing invoices or for any other clearing or financial purposes;
 - If Service provider or some of his subcontractors have attempted or deliberately enabled material damage in the context of current Conditions of Use and has not compensated for the damage in a reasonable way in thirty (30) days starting from the date of receiving a written statement from Airport;
 - If Service provider is at fault for causing material damage (in relation to the clause of current document) and Airport considers such damage to be significant threat to Airport interests, to other Service providers or to the public;
 - If Service provider terminates provision of services without prior notice or threatens to terminate it.
- 18.2. If Service provider terminates service provision at airport, Service provider is obliged to free the premises, offices, other spaces given to him by Airport and remove from Airport territory the vehicles and technical equipment used for provision of services.

19. Charges

- 19.1. Infrastructure charge for passenger and baggage service provision (according to Directive Annex section 2 and section 3)
- Per every departing passenger - 0,58 EUR, but in total not less than 319,56 EUR in a month.
- 19.1.1. Infrastructure charge is not applied for:
- Children under 2 years travelling without their own ticket;
 - Transit – and transfer passengers.

- 19.2. Infrastructure charge for cargo loading services and physical transport services provision (according to Directive annex section 4.1).
Per every 10 kilograms of serviced cargo - 0,03 EUR, but in total not less than 319,56 EUR in a month.
- 19.3. Infrastructure charge is not applied for cargo and mail handling on military and scheduled/charter passenger flights.
- 19.4. Infrastructure charge for aircraft handling and ramp handling (according to Directive annex section 5, section 6).
Per every aircraft maximum allowed take-off weight (MOTW) - 0,38 EUR, but in total not less than 319,56 EUR in a month.
- 19.4.1. Infrastructure charge is not taken for handling aircraft with MTOW 5700 kg or less.
- 19.5. Environmental charge in case of de-icing service provision
Per every used liter of de-icing fluid (100%) - 0,50 EUR.

Annex 1

Ground handling services:

1. Passenger handling comprises every kind of assistance to arriving and departing passengers, including the checking tickets and travel documents, registering baggage and carrying it to the sorting area.
2. Baggage handling comprises handling baggage in the sorting area, sorting it, preparing it for departure, loading it on to and unloading it from the devices designed to move it from the aircraft to the sorting area and vice versa, as well as transporting baggage from the sorting area to the reclaim area.
3. Cargo handling comprises:
 - Loading or unloading of export, transfer and import cargo from aircraft and physical transport between airport premises and aircraft.
4. Apron handling comprises:
 - marshalling the aircraft on the ground at arrival and departure;
 - assisting in aircraft docking and in giving proper equipment for handling;
 - communication between aircraft and apron service provider;
 - the loading and unloading of the aircraft, including the provision and operation of suitable means, as well as the transport of crew and passengers between the aircraft and the terminal, and baggage transport between the aircraft and the terminal;
 - the provision and operation of appropriate units for engine starting;
 - the moving of the aircraft at arrival and departure, as well as the provision and operation of suitable devices;
5. Aircraft services comprise:
 - the external and internal cleaning of the aircraft, and the toilet and water services;
 - the cooling and heating of the cabin, the removal of snow and ice, the de-icing of the aircraft;
 - the rearrangement of the cabin with suitable cabin equipment, the storage of this equipment.