

# **Local Ground Handling Rules Pafos International Airport**

## **Article 1 Purpose and scope**

The purpose of the present rules (the "Rules") is to define the framework relating to the provision of Ground Handling Services (by Third Party Ground Handlers and/or Self-Handlers) at Pafos International Airport in conformity with the provisions of Article 81 of The Civil Aviation Law 213(I) of 2002 as amended and in line with European Union (EU) legislation. The complete list of the Ground Handling Services is incorporated in Annex A herein.

## **Article 2 Definitions**

"Access Rights" means the right of use and/or access to the Airport for the provision of Ground Handling Services, granted by HERMES Airports Ltd subject to terms and conditions set out in these Rules as applicable in each case;

"Airport" means the Pafos International Airport as defined in the Concession Agreement and/or any area of land especially adapted for the landing, taking-off and manoeuvring of aircraft, including the ancillary installations which these operations may involve for the requirements of aircraft traffic and services including the installations needed to assist commercial air services;

"Airport's Approved Emergency Response and Preparedness Plan" means the Airport's Emergency Response and Readiness Plan approved by the Department of Civil Aviation;

"Airport User" means any natural or legal person responsible for the carriage of passengers, mail and/or freight by air from or to the Airport;

"Applicable Laws" means jointly and/or any of the national, international and European Union (EU) legislation, the Ministerial Decree, these Rules, regulations, ICAO & IATA standards, codes and practices that are from time to time applicable relating, without limitation, to health, safety, environment, customs, immigration, public order, policing, quarantine, veterinary and phyto-sanitary services, transport, traffic, airport or air traffic control, fire, ambulance or other emergency services;

"Applicant" means the natural or legal person that applies for Approval and Access Rights for the provision of each and all of the Ground Handling Services;

"Approval" means the approval granted by HERMES Airports Ltd to the Third Party Ground Handlers and/or Self-Handlers, permitting them to provide Ground Handling Services;

"Centralised Infrastructure" shall have the meaning prescribed in the Ministerial Decree and comprises inter alias of the facilities set out in Article 4 herein;

"Comparable Airports" means any privatized airport located in the territory of a Member State which falls in the same annual traffic threshold (defined by Council Directive 96/67/EC) as Pafos International Airport and does not significantly deviate in annual passenger figures;

"Concession Agreement" means the agreement entered into between the Republic of Cyprus through the Ministry of Communications and Works and HERMES Airports Ltd for the development and operation of Larnaka and Pafos Airports including the construction of new passenger terminals and associated infrastructure at the Airports for a 25 years period;

"Department of Civil Aviation" means the Civil Aviation Department of the Republic of Cyprus and any successor authority which under the law has control or supervision over civil aviation in the Republic of Cyprus;

"Force Majeure Event" means any of the following events:

(a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the island of Cyprus; (b) revolution, riot, insurrection or other civil commotion, a threat of or act of terrorism or sabotage in each case within the island of Cyprus; (c) explosion of any kind which may affect the normal operation and is brought to or near the Airport; (d) strikes, working to rule, go-slows and/or lockouts, at the Airport; (e) action of air traffic controllers controlling Nicosia FIR airspace and the Airport; (g) any effect of the natural elements, including lightning, fire, earthquake, tidal wave, flood, storm, cyclone, typhoon, hurricane or tornado;

"Ground Handlers" means the Third Party Ground Handlers and/or Self-Handlers that have obtained the relevant Approval and Access Rights by HERMES Airports Ltd for the provision of each and all of the Ground Handling Services;

"Ground Handling Concessions Management System" means the working framework used by HERMES Airports Ltd to monitor the performance of the Ground Handlers and their compliance with their contractual and regulatory obligations as this may be amended from time to time;

"Ground Handling Services" means the ground handling services provided at the Airport to Airport Users as described in Annex A;

"Ground Support Equipment (GSE)" means the ground handling equipment and the related accessories used by the Ground Handlers for servicing the aircraft;

"HERMES Airports Ltd" means the appointed managing body and/or operator of the Airport pursuant to the Concession Agreement, defined as ProjectCo and includes any assignees and/or successors;

"Ministerial Decree" means either of, as may be applicable:

- i. ΚΔΠ 406 of 2007- Civil Aviation (Access to ground handling services) Decree published on the 19<sup>th</sup> October 2007 as amended by ΚΔΠ 202 of 2009- Civil Aviation (Access to Ground Handling Services) Supplementary Decree published on the 15<sup>th</sup> May 2009 (as may further be amended from time to time);
- ii. Any other Ministerial Decree as may be issued from time to time pursuant to the provisions of the Civil Aviation Law L.213 (I) of 2002 as amended in respect of the provision of Ground Handling Services and the operation of any provider at the Airport;

"Minister" means the Minister of Communications and Works;

"Open Access Services for Self-Handlers" means each and all of the Ground Handling Services listed in Annex A;

"Open Access Services for Third Party Ground Handlers" means each and all of the ground handling services listed in Annex B;

"Quality Monitoring System" means the framework to be developed by the Ground Handlers in order to maintain high quality service levels as required. The Quality Monitoring System developed by the Ground Handlers must be approved by HERMES Airports Ltd and be aligned with the Ground Handling Concessions Management System as this may be amended from time to time;

"Restricted Access Services for Third Party Ground Handlers" means each and all of the ground handling services listed in Annex C;

"Safety Management System (SMS)" means a system for the management of safety including the organizational structure, responsibilities, procedures, processes and provisions for the implementation of safety policy by an aerodrome organization, which provides for the control of safety at, and the safe use of, the aerodrome facilities;

"Self-Handler" means a natural person or legal entity providing Self Handling;

"Self-Handling" means a situation in which an Airport User directly provides for himself one or more categories of Ground Handling Services and concludes no contract of any description with a third party for the provision of such services;

"Third Party Ground Handlers" means any natural person or legal entity other than a Self-Handler that is approved and authorized to provide Ground Handling Services at the Airport subject to the terms and conditions of these Rules;

Terms not otherwise defined in these Rules shall have the meaning provided in the Council Directive 96/67/EC and/or the Civil Aviation Law 213(I) of 2002 as amended and/or the Ministerial Decree as the case may be (as each instrument may be amended, replaced or re-enacted from time to time).

### **Article 3 Users' Committee**

In accordance with Applicable Laws and the terms and conditions of these Rules HERMES Airports Ltd will set up an Airport Users' Committee, if considered necessary. All Airport Users are entitled to participate in the Airport Users' Committee.

The Airport Users' Committee shall adopt its operating rules and procedures which shall be filed with the Department of Civil Aviation.

Minutes of the meetings of the Committee shall be sent to the Department of Civil Aviation and HERMES Airports Ltd.

The Committee shall meet at least once a year with HERMES Airports Ltd and the Ground Handlers in order to discuss how to best implement and apply the Rules.

HERMES Airports Ltd will also consult with the Airport Users' Committee in all other cases provided for in these Rules or Applicable Laws as the case may be.

### **Article 4 Centralised Infrastructure**

Centralized Infrastructure is the installations and/or facilities at the Airport which cannot, for complexity, cost, technical, environmental or capacity reasons, be divided or duplicated and whose availability is essential and necessary for the performance of subsequent Ground Handling Services.

HERMES Airports Ltd will control, operate and manage this infrastructure either directly or by assignment, in accordance with Applicable Laws, as follows.

The following infrastructure of the Airport is, in this respect, declared as Centralized Infrastructure:

<b>CENTRALISED INFRASTRUCTURE (FACILITIES)</b>	<b>OPERATED BY</b>
All Baggage handling systems including belts, carrousel, chutes and lift facilities, aircraft hold baggage security screening systems, out of gauge/out of size baggage facility and related connections to BRS	HERMES Airports Ltd (*)
Baggage reconciliation systems	Ground Handlers
Electric vehicle charging points	Ground Handlers
Sewage pre-treatment plant	Ground Handlers
Passenger baggage trolleys	HERMES Airports Ltd(*)
Aircraft fresh water supply facilities	Ground Handlers
Parking bays for Ground Support Equipment(GSE), aircraft baggage containers, security screened baggage storage areas	Ground Handlers
Flight Information Display System (FIDS)	HERMES Airports Ltd(*)
Check in desk and associated equipment and conveyors	Ground Handlers
CUTE system	HERMES Airports Ltd(*)
GSE maintenance garage	Ground Handlers
Freight and mail facilities (Common use areas and services)	HERMES Airports Ltd(*)
Fuel tank farm (All respective equipment and facilities associated with the Fuel tank farm)	HERMES Airports Ltd(*)

(\*) Or third party contracted by HERMES Airports Ltd with the approval of the Minister.

The use of the Centralised Infrastructure is compulsory for the Ground Handlers. Such use shall be made in conformity with the Rules, procedures and standards set by HERMES Airports Ltd.

Different Ground Handlers will have access to the Centralised Infrastructure on the principle of fair and equal treatment subject to compliance with the Rules, procedures and standards set by HERMES Airports Ltd.

The Centralised Infrastructure and how it is operated is subject to amendments to reflect new operational requirements. Fees and charges levied for the use of the Centralised Infrastructure shall be transparent, objective, non-discriminatory and may include an appropriate return on investment and will be set after consultation with the Airport Users' Committee.

### **Article 5 Award of rights**

HERMES Airports Ltd awards Access Rights for the provision of Ground Handling Services at the Airport using two distinct and separate procedures:

**a. Selection Procedure**

A selection procedure will be followed for the Restricted Access Services for Third Party Ground Handlers pursuant and subject to the provisions and terms of Article 6 herein.

**b. An Appointment Procedure**

An appointment procedure will be followed for the Open Access Services for Self-Handlers (Annex A) and/or Open Access Services for Third Party Ground Handlers (Annex B) pursuant and subject to the provisions and terms of Article 7 herein.

**Article 6**  
**Selection Procedure/Restricted Access Services**  
**for Third Party Ground Handlers**

**a. Restriction**

The Ministerial Decree provides that the number of Third Party Ground Handlers offering Restricted Access Services may be limited to a minimum of two (2). In line with the Ministerial Decree and the space and capacity constraints at the Airport, HERMES Airports Ltd limits the number of Third Party Ground Handlers for the Restricted Access Services as provided in Annex C herein.

**b. Selection**

The Third Party Ground Handlers will be selected through a tender procedure that HERMES Airports Ltd will conduct in conformity and subject to the provisions of Civil Aviation Law 213(I) of 2002 as amended, the Ministerial Decree and the Rules.

The minimum conditions set by HERMES Airports Ltd for the assessment of the Third Party Ground Handlers' proposals relate to:

- i. Operational concept;
- ii. Technical and professional solvency;
- iii. Financial solvency and business plan;
- iv. Quality.

The specific selection terms and conditions shall be further developed in the tender documentation.

It is provided that in addition to any terms and conditions set in the tender documentation the provisions of Articles 6 (c)(d)(e) hereunder will apply and shall be observed by the selected Third Party Ground Handlers.

**c. Approval from HERMES Airports Ltd**

The successful Applicant, prior to commencement of the provision of any Ground Handling Services at the Airport, shall obtain Approval from HERMES Airports Ltd. To obtain Approval the successful Applicant must comply with the provisions of Article 8 (a) (Conditions for Approval).

**d. Access Rights from HERMES Airports Ltd**

After obtaining the Approval, the successful Applicant will obtain Access Rights by concluding the following agreements with Hermes Airports Ltd:

- i. Space/Land License Agreement providing inter alia, the space/land licensed from HERMES Airports Ltd and the license fee to be paid to HERMES Airports Ltd.
- ii. Sub-Concession Agreement for the provision of Restricted Access Services for Third Party Ground Handlers.

**e. Duration**

The Third Party Ground Handlers will be selected for a maximum period of 7 (seven) years.

**Article 7**  
**Appointment Procedure/Open Access Services**  
**for Third Party Ground Handlers and/or Self-Handlers**

Ground Handling Services listed in Annex A are considered as Open Access Services for Self-Handlers.

Ground handling services listed in Annex B are considered as Open Access Services for Third Party Ground Handlers.

To this respect, it is mandatory for all Applicants who wish to carry out Open Access Services for Third Party Ground Handlers and Open Access Services for Self-Handlers to obtain and satisfy the following:

**a. Approval from HERMES Airports Ltd**

The Applicant, prior to commencement of the provision of any Ground Handling Services at the Airport, shall obtain Approval from HERMES Airports Ltd. To obtain Approval the Applicant must comply with the provisions of Article 8 (a) (Conditions for Approval).

**b. Access Rights from HERMES Airports Ltd**

After obtaining the Approval, the Applicant will obtain Access Rights by concluding the following agreements with Hermes Airports Ltd:

- i. Space/Land License Agreement providing inter alias, the space/land licensed from HERMES Airports Ltd and the license fee to be paid to HERMES Airports Ltd.
- ii. Open Access Ground Handling Services Agreement for Ground Handlers.

Notwithstanding any other provisions in these Rules, Access Rights shall be granted subject to the capacity and availability of the infrastructure of the Airport and HERMES Airports Ltd may limit and/or refrain from granting any Access Rights.

**Article 8**  
**Approval and Access to Installations**

**a. Conditions for Approval**

In order to obtain Approval from HERMES Airports Ltd to provide Ground Handling Services at the Airport, the Applicant must fulfil the following relevant, objective, transparent and non-discriminatory conditions:

1. To provide Self-Handling the Applicant must be an air carrier requesting to provide for himself one or more categories of Ground Handling Services and concludes no contract of any description with a third party for the provision of such services.
2. The Applicant must have the required financial resources or be in a position to obtain such resources. To this respect the financial statements, profit & loss accounts and balance sheets of the Applicant together with its share capital, new capital issued, the loans and the use of reserves, are taken into consideration.  
(This criterion can be additionally fulfilled with relevant statements from Financial Institutions or Banks)
3. The Applicant shall have to demonstrate that it is solvent and enjoys professional integrity; that it has not been involved in bankruptcy situations, company winding-ups or in any other similar situation. There is no pending criminal case involving dishonesty or lack of moral conduct against same or its managers, directors or managing directors.  
(The criterion is fulfilled by the deposition by the Applicant of signed sworn statement to this effect).
4. The Applicant must have commercial and operational capability to manage the Ground Handling Services. The organizational structure, the personnel qualifications, the dispute resolution mechanism, customer servicing, the technical infrastructure and the previous

experience of the Applicant are taken into consideration. The Applicant must submit details of its organizational structure, specifying the positions and duties of the personnel in each position. The Applicant should, among other things appoint a training manager, a safety manager and a quality manager. The experience of the company is considered as satisfactory if at least 50% of its permanent staff (non-seasonal) has at least 2 years of experience in the duties of the position for which it is proposed. (This criterion is fulfilled through the examination of the documentation submitted by the Applicant).

- 5.** The Applicant must have adequate personnel and the necessary technical knowledge, experience and reliability to provide the services to be supplied. The staff numbers, the qualifications and the training of the staff are taken into consideration. In particular the staff must know the relevant Cypriot and Community legislation and the regulations of international organizations ICAO and IATA. Additionally it must be able to use technical handbooks where this is necessary, to know the rules of operation at the Airport to the extent that these rules are of concern to it and be trained in aviation security. (This criterion is fulfilled through submission of the relevant personnel certificates). The process continues after the Approval & Access Rights.
- 6.** The Applicant shall present at least one concluded and signed agreement with a customer to the extent that will justify his request for Approval.
- 7.** The successful Applicant must accept these Rules and pursue to sign the relevant agreements with HERMES Airports Ltd as per Article 6 (d) and/or Article 7 (b) hereinabove, as the case may be.
- 8.** The successful Applicant must use the Airport's assigned facilities in the proper and approved manner and must not interfere with the operations of other Airport Users and Ground Handlers.
- 9.** The successful Applicant must fully comply with all Applicable Laws including national labour laws, collective agreements, regulations, Ministerial Decrees, guidelines, local rules and industry standards concerning Self-Handling and Third Party Ground Handling and shall implement the national and European Union (EU) regulations in force including inter alia the rules relating to security and safety.
- 10.** The successful Applicant must at all times fully comply with all rules, regulations, technical standards and codes, restrictions, minimum requirements, manuals and standard operating procedures established from time to time by HERMES Airports Ltd in accordance with Applicable Laws.
- 11.** The successful Applicant must have available at any time adequate and appropriate Ground Support Equipment (GSE) for the provision of Ground Handling Services. The Ground Support Equipment (GSE) must be so equipped and maintained as to comply with all applicable maintenance, safety and fire prevention requirements prescribed by Applicable Laws.
- 12.** The successful Applicant must have full fire and accident insurance for its staff, premises and equipment as prescribed by Applicable Laws. The successful Applicant must also provide insurance coverage for any claims that may arise from the lease of airport land and the conduct of its operations. (This criterion is fulfilled by the provision of the relevant third party insurance certificates for all the categories of services in which the successful Applicant will be active).
- 13.** The successful Applicant will be responsible for the safety of its operations and the implementation costs of keeping and maintaining safety standards. The successful Applicant must comply with all safety related standards and establish a Safety Management System (SMS) in accordance with Applicable Laws.
- 14.** The successful Applicant is obliged to conform and abide by the Applicable Laws.
- 15.** The successful Applicant must respect and comply with the quality standards of the Airport, establishing an effective Quality Monitoring System in line with these standards, welcoming the quality audits and following their requirements.
- 16.** The successful Applicant must fully comply with the Airport's Security Program, Security related circulars, Standard Operating Procedures as distributed from time to time, and have its own security program duly approved by the Department of Civil Aviation. The successful Applicant must take all precautionary measures to ensure that its operations do not cause problems in the security of facilities, aircraft, equipment and persons. The successful Applicant must therefore develop and submit a security plan. All actions must

be in compliance with Applicable Laws on flight safety, ground security and security against unlawful acts.

- 17.**The successful Applicant must establish emergency response procedures aligned with the Airport's approved Emergency Response and Preparedness Plan.
- 18.**The successful Applicant shall ensure that it is operating at the Airport to maintain all applicable licenses, consents and/or authorisation as may be required to enable it to operate at the Airport. Notwithstanding the provisions of Article 12 herein below, it is provided that in case any such license is revoked or annulled during the Applicant's operations at the Airport, the Applicant must immediately inform HERMES Airports Ltd. In such case HERMES Airports Ltd may issue a termination notice of the Ground Handlers' Access Rights and/or agreements.
- 19.**The successful Applicant commits to apply the principle of fair and equal treatment and opportunities to all and every customer. The ground handling charges set by the successful Applicant must not be imposed in such a way as to discourage the use of each and all of the Ground Handling Services to be provided. The fees and charges for the provision of the Ground Handling Services must reflect the market conditions and be in line with Comparable Airports.
- 20.**It is the successful Applicant's responsibility to provide HERMES Airports Ltd with its updated and applicable general price list (as this may be amended from time to time) including the complete list of services for the conduct of which the successful applicant was granted Approval.
- 21.** The successful Applicant shall agree to pay HERMES Airports Ltd, when and if applicable, the fees and charges levied for the use of the Centralized Infrastructure as may be defined from time to time. In connection with this, the aviation fuel suppliers must agree to pay on a monthly basis the fuel throughput fee to HERMES Airports Ltd as defined from time to time and/or to such sub-concessionaire and/or third party as may be instructed by HERMES Airports Ltd.

#### **b. Space Allocation**

1. HERMES Airports Ltd will allocate space within the Airport premises amongst Ground Handlers, through the Space/Land License Agreement as per Article 6 (d) and/or Article 7 (b) as the case may be. The rules used in this respect will be based on relevant, objective, transparent and non-discriminatory criteria to allow fair competition and to ensure the efficient operation of the Airport.
2. HERMES Airports Ltd will conduct consultations with the prospective Ground Handlers prior to the determination of the required facilities taking into consideration the Ground Handlers' business plan and other Airport Users' requirements.

#### **Article 9 Insurance**

The Ground Handlers must purchase and maintain the minimum insurance requirements as defined by Applicable Laws based on the Ground Handling Services to be offered at the Airport.

In the event that the minimum insurance requirements are not defined by Applicable Laws these will be defined by HERMES Airports Ltd in accordance with best practices and based on the scope and size of the respective Ground Handling Services.

Acceptable insurances are considered the insurances which are issued by undertakings authorized to do so under Applicable Laws and copies of such insurances shall be made available to HERMES Airports Ltd.



## **Article 10 Quality**

The Ground Handlers must comply and respect the quality standards as set by HERMES Airports Ltd from time to time.

The quality standards, as defined in the Ground Handling Concessions Management System issued by HERMES Airports Ltd in July 2009 (as may be amended from time to time), monitor the performance of the Ground Handlers and relate, without limitation, to the following:

- i. Ramp services on arrival;
- ii. Ramp services on departure;
- iii. Safety criteria;
- iv. Manpower adequacy;
- v. On time performance;
- vi. Baggage delivery times;
- vii. Passenger queuing times.

The quality standards shall be adjusted with any specifications set by Applicable Laws and prior to their implementation HERMES Airports Ltd shall consult the Airport Users' Committee and the Ground Handlers.

In addition, the Ground Handlers shall establish an effective Quality Monitoring System in line with the said quality standards.

The fuel into-plane service providers must fully comply with quality standards set by JIG (Joint Inspection Group) including aviation fuel quality control and operating standards.

The Ground Handling Services will be subject to scheduled and unscheduled inspections including audits to verify compliance with the quality standards.

Non-compliance with the quality standards set by HERMES Airports Ltd will result in breach of the Rules. In case the Ground Handlers do not meet all and/or any of the quality standards set, HERMES Airports Ltd may issue a notice of breach and should the Ground Handlers fail to undertake and/or implement the necessary corrective measures to remedy such breach within ten (10) working days from the notification date, the said case will be considered as breach of the Rules.

## **Article 11 Rules of Conduct**

The Ground Handlers shall comply with the set of rules of conduct. These rules of conduct are relevant, objective, transparent and non-discriminatory.

Throughout the term of the Agreement with HERMES Airports Ltd, the Ground Handlers shall comply with the following:

### **a. General Requirements**

- i. The Rules set by HERMES Airports Ltd in accordance with Applicable Laws;
- ii. The instructions of HERMES Airports Ltd and the Department of Civil Aviation with the aim to ensure safe and efficient Airport operation and fully co-operate with any measures reasonably requested by HERMES Airports Ltd for promoting the smooth flow of traffic at the Airport;
- iii. Immediately report to HERMES Airports Ltd any accidents/incidents and any damages that occur in the provision of Ground Handling Services;
- iv. Use the declared Centralised Infrastructure of the Airport for those services for which the infrastructure is relevant;
- v. Not remove, displace, damage, deface, or alter any building, structure or any other HERMES Airports Ltd property whether moveable or immovable. Any Ground

Handlers that remove, displace, damage, deface, or alter any building, structure or any other HERMES Airports Ltd property whether moveable or immovable will be held responsible and accountable for the payment of the repair or replacement cost including a reasonable administration fee. If the Ground Handlers fail to make such payment before the due date, HERMES Airports Ltd may charge an interest on the amount unpaid, at the rate of 5%. Such interest shall accrue on a daily basis from the due date until the date of settlement and shall be compounded monthly. The Ground Handlers shall pay the interest on demand;

- vi. They must provide available resources, equipment and facilities in the unlikely event of an emergency and/or abnormal operational conditions and participate in trials and exercises as requested by HERMES Airports Ltd;
- vii. They must follow the procedures for the management of waste and garbage established by HERMES Airports Ltd;
- viii. Submit to HERMES Airports Ltd, whenever it reasonably requests so, information on their current organization, business development, level of fees, quality standards, operating procedures, training programs, number of handled Airport Users, aircraft, passengers etc;
- ix. The Ground Support Equipment (GSE) drivers must possess a valid national driver's license to operate such vehicles, where such license exists, and have successfully passed the Airport's applicable Airside Vehicle Programme (AVP) and be fully trained in the operation of the vehicle for all of its functions, types of uses and procedures.
- x. The Ground Support Equipment (GSE) and vehicles shall be in accordance with the Ground Support Equipment (GSE) Standards and Operating Guidelines as set in the Ground Handling Concessions Management System. The Ground Support Equipment (GSE) and vehicles should operate and park only in the areas dedicated for this purpose;
- xi. All airside vehicles and Ground Support Equipment (GSE) are subject to immediate inspection by HERMES Airports Ltd's representative.

#### **b. Concession Agreement**

The Ground Handlers agree to take all necessary steps and any appropriate action to comply with all reasonable requirements that are associated with the Concession Agreement.

#### **c. Health, Safety, Security & Environmental Requirements**

The Ground Handlers shall, in addition to the Applicable Laws, comply without limitation, to the following requirements:

- i. The provisions of the Integrated Health, Safety & Environment Plan set by HERMES Airports Ltd.
- ii. The Guidelines for Health and Safety to Third Parties Operating at the Airport.
- iii. The Guidelines for Environmental Management applicable at the Airport.
- iv. All safety provisions and security requirements issued from time to time and which apply to the Airport, and shall ensure that these are strictly followed by all staff and by any other parties contracted. In connection with this, the Airport identity cards issued by the Department of Civil Aviation must be worn by all staff involved in the provision of the Ground Handling Services in such a way as to be clearly visible on outer garment, in all Airport areas.
- v. In performing their Ground Handling Services, the Ground Handlers shall ensure that any noise nuisance and/or pollution of water, soil or air caused in connection to these services are kept to a minimum.

#### **d. Sub-Contracting Requirements**

The Third Party Ground Handlers may subcontract each and all of the Ground Handling Services, provided that they have prior obtained the relevant approval from HERMES Airports Ltd.

A Self-Handler is not allowed to subcontract any of the Ground Handling Services except only in case the said Self-Handler is temporarily unable to perform Self-Handling due to Force Majeure Event and provided that such event has been notified to HERMES Airports Ltd and to the Department of Civil Aviation and both have given their consent for such subcontracting.

In case of subcontracting of the Ground Handling Services as noted above, the party appointing the subcontractor shall ensure that the subcontractor complies with the obligations imposed on the appointing party under the Rules and/or Applicable Laws and with such terms imposed by HERMES Airports Ltd upon granting its consent. Any breach of these Rules and/or Applicable Laws by a subcontractor will be also considered being a breach by the appointing party and the provisions of Article 12 shall apply in addition to any other provisions included in any other agreement.

It is clarified that no subcontractors are allowed to subcontract Ground Handling Services and in case that any subcontractor of a Third Party Ground Handler proceeds with any subcontracting contrary to these Rules the relevant Third Party Ground Handler will be considered being in breach of these Rules and the provisions of Article 12 shall apply.

## **Article 12 Termination of Access Rights and/or Agreements**

HERMES Airports Ltd may issue a termination notice of the Ground Handlers' Access Rights and/or agreements if the Ground Handlers do not comply with the terms and conditions of the Rules or any of the agreements entered into with HERMES Airports Ltd. Upon issuance of the termination notice, HERMES Airports Ltd will duly notify the Airports Users' Committee of this respect.

Following such termination notice the Ground Handlers shall, within twenty (20) working days from the date of issuance of the termination notice, cease any operations at the Airport and remove any of their equipment situated at the Airport. It is clarified that termination under the Rules supersedes any provisions of any agreement signed between the Ground Handlers and HERMES Airports Ltd relating to the provision of Ground Handling Services.

Subject but not limited to the above and in conformity with the provisions of the Civil Aviation Law 213(I) of 2002 as amended, HERMES Airports Ltd may withdraw an Approval and prohibit the Ground Handlers from supplying Ground Handling Services, if they fail to comply with the Rules imposed upon them, to ensure the proper functioning of the Airport.

In case that the Approval and/or Access Rights of a Third Party Ground Handler providing Restricted Access Services are terminated for whatever reason, HERMES Airports Ltd shall proceed to replace such party by setting up a new selection procedure and/or as may be provided by Applicable Laws.

## **Article 13 Amendments**

HERMES Airports Ltd may, subject to the Minister's approval, amend the Rules when this is deemed necessary. Any amendments to the Rules will be brought before the Airport Users' Committee for consultation subject to the provisions of Applicable Laws.

## **Article 14 Entry into force**

These Rules enter into force twenty days after their approval by the Minister and replace any previous versions.

**Date of approval:** .....

**Approved by:** **Minister of Communications & Works**

**Name:** .....

**Signature:** .....

## ANNEX A

### List of Ground Handling Services at the Airport

<b>List of Ground Handling Services</b>	
<b>1.</b>	<b>Ground administration and supervision</b>
1.1	Representation and liaison services with local authorities or any other entity, disbursements on behalf of the Airport User and provision of office space for its representatives;
1.2	Load control, messaging and telecommunications;
1.3	Handling, storage and administration of unit load devices;
1.4	Any other supervision services before, during or after the flight and any other administrative service requested by the Airport User.
<b>2.</b>	<b>Passenger Handling</b>
2.1	Any kind of assistance to arriving, departing, transfer or transit passengers, including checking tickets and travel documents, registering baggage and carrying it to the sorting area.
<b>3.</b>	<b>Baggage Handling</b>
3.1	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.
<b>4.</b>	<b>Freight and Mail Handling</b>
4.1	For Freight: Physical handling of export, transfer and import freight, handling of related documents, customs procedures and implementation of any security procedure agreed between the parties or required by the circumstances;
4.2	For Mail: Physical handling of incoming and outgoing mail, handling of related documents and implementation of any security procedure agreed between the parties or required by the circumstances.
<b>5.</b>	<b>Ramp Handling</b>
5.1	Marshalling the aircraft on the ground at arrival and departure;
5.2	Assistance to aircraft parking and provision of suitable devices;
5.3	Communication between the aircraft and the airside supplier of services;
5.4	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 a terminal, and baggage transport between the aircraft and a terminal;

5.5	The provision and operation of appropriate units for engine starting;
5.6	The moving of the aircraft at arrival and departure, as well as the provision and operation of suitable devices;
5.7	The transport, loading on to and unloading from the aircraft of food and beverages.
<b>6.</b>	<b>Aircraft Services</b>
6.1	The external and internal cleaning of the aircraft, and the toilet and water services;
6.2	The cooling and heating of the cabin, the removal of snow and ice, the de-icing of the aircraft;
6.3	The rearrangement of the cabin with suitable cabin equipment, the storage of this equipment.
<b>7.</b>	<b>Fuel Handling</b>
7.1	The organization and execution of fuelling and de-fuelling operations, including the storage of fuel and the control of the quality and quantity of fuel deliveries;
7.2	The replenishing of oil and other fluids.
<b>8.</b>	<b>Aircraft Maintenance</b>
8.1	Routine services performed before flight;
8.2	Non-routine services requested by the Airport User;
8.3	The provision and administration of spare parts and suitable equipment;
8.4	The request for or reservation of a suitable parking and/or hangar space.
<b>9.</b>	<b>Flight Operations and Crew Administration</b>
9.1	Preparation of the flight at the departure airport or at any other point;
9.2	In-flight assistance, including re-dispatching if needed;
9.3	Post-flight activities;
9.4	Crew administration.
<b>10.</b>	<b>Surface transport</b>
10.1	The organization and execution of crew, passenger, baggage, freight and mail transport between different terminals of the same airport, but excluding the same transport between the aircraft and any other point within the perimeter of the same airport;
10.2	Any special transport requested by the Airport User.
<b>11.</b>	<b>Catering Services</b>
11.1	Liaison with catering providers and administrative management;

11.2	Storage of food and beverages and of the equipment needed for their preparation;
11.3	Cleaning of this equipment;
11.4	Preparation and delivery of equipment as well as of bar and food supplies.

## ANNEX B

### List of Open Access Services for Third Party Ground Handlers

<b>List of Open Access Ground Handling Services</b>		<b>Third Party Ground Handlers</b>
<b>1.</b>	<b>Ground administration and supervision</b>	
1.1	Representation and liaison services with local authorities or any other entity, disbursements on behalf of the Airport User and provision of office space for its representatives;	Open Access
1.2	Load control, messaging and telecommunications;	Open Access
1.3	Handling, storage and administration of unit load devices;	Open Access
1.4	Any other supervision services before, during or after the flight and any other administrative service requested by the Airport User.	Open Access
<b>2.</b>	<b>Passenger Handling</b>	
2.1	Any kind of assistance to arriving, departing, transfer or transit passengers, including checking tickets and travel documents, registering baggage and carrying it to the sorting area.	Open Access
<b>4.</b>	<b>Freight and Mail Handling</b>	
4.1	For Freight: Physical handling of export, transfer and import freight, handling of related documents, customs procedures and implementation of any security procedure agreed between the parties or required by the circumstances;	Open Access
4.2	For Mail: Physical handling of incoming and outgoing mail, handling of related documents and implementation of any security procedure agreed between the parties or required by the circumstances.	Open Access
<b>6.</b>	<b>Aircraft Services</b>	
6.1	The external and internal cleaning of the aircraft, and the toilet and water services;	Open Access
6.2	The cooling and heating of the cabin, the removal of snow and ice, the de-icing of the aircraft;	Open Access
6.3	The rearrangement of the cabin with suitable cabin equipment, the storage of this equipment.	Open Access
<b>7.</b>	<b>Fuel Handling</b>	
7.1	The organization and execution of fuelling and de-fuelling operations, including the control of the quality and quantity of fuel deliveries;	Open Access



7.2	The replenishing of oil and other fluids.	Open Access
<b>8.</b>	<b>Aircraft Maintenance</b>	
8.1	Routine services performed before flight;	Open Access
8.2	Non-routine services requested by the Airport User;	Open Access
8.3	The provision and administration of spare parts and suitable equipment;	Open Access
8.4	The request for or reservation of a suitable parking and/or hangar space.	Open Access
<b>9.</b>	<b>Flight Operations and Crew Administration</b>	
9.1	Preparation of the flight at the departure airport or at any other point;	Open Access
9.2	In-flight assistance, including re-dispatching if needed;	Open Access
9.3	Post-flight activities;	Open Access
9.4	Crew administration.	Open Access
<b>10.</b>	<b>Surface transport</b>	
10.1	The organization and execution of crew, passenger, baggage, freight and mail transport between different terminals of the same airport, but excluding the same transport between the aircraft and any other point within the perimeter of the same airport;	Open Access
10.2	Any special transport requested by the Airport User.	Open Access
<b>11.</b>	<b>Catering Services</b>	
11.1	Liaison with catering providers and administrative management;	Open Access
11.2	Storage of food and beverages and of the equipment needed for their preparation;	Open Access
11.3	Cleaning of this equipment;	Open Access
11.4	Preparation and delivery of equipment as well as of bar and food supplies.	Open Access

## ANNEX C

### List of Restricted Access Services for Third Party Ground Handlers

<b>List of Restricted Ground Handling Services</b>		<b>Third Party Ground Handlers</b>
<b>3.</b>	<b>Baggage Handling</b>	
3.1	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.	Restricted to 2 (two)
<b>4.</b>	<b>Freight and Mail Handling</b>	
	Freight and mail handling as regards the physical handling of freight and mail, whether incoming, outgoing or being transferred, between the air terminal and the aircraft.	Restricted to 2 (two)
<b>5.</b>	<b>Ramp Handling</b>	
5.1	Marshalling the aircraft on the ground at arrival and departure;	Restricted to 2 (two)
5.2	Assistance to aircraft parking and provision of suitable devices;	Restricted to 2 (two)
5.3	Communication between the aircraft and the airside supplier of services;	Restricted to 2 (two)
5.4	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 a terminal, and baggage transport between the aircraft and a terminal;	Restricted to 2 (two)
5.5	The provision and operation of appropriate units for engine starting;	Restricted to 2 (two)
5.6	The moving of the aircraft at arrival and departure, as well as the provision and operation of suitable devices.	Restricted to 2 (two)