

TERMS AND CONDITIONS FOR AD-HOC FLIGHT GROUND HANDLING SERVICES AT RIX / EVRA

V02 - valid from 18/09/2017

DEFINITIONS USED IN THESE TERMS AND CONDITIONS

AD-HOC FLIGHT(s) – any flight arriving and/or departing RIX the respective Carrier of which, using any means of communication (including but not limited to: any communication to RIX GH via its official internet homepage www.riga-airport.com or RIX GH e-mail and/or its SITA addresses, and/or telephone enquiries to any RIX GH employees, and/or any other written/verbal communication between the Carrier and RIX GH staff), has requested RIX GH to provide ground handling services to Carrier's aircraft notwithstanding absence of a valid ground handling agreement between the Carrier and RIX GH (both being 'the parties' for the purpose of these Terms and Conditions), or else, should an existing and valid ground handling agreement between the parties be in place, such agreement fails to cover the specific Carrier's aircraft type(s) to be serviced by RIX GH during the turnaround of the particular Carrier's flight(s).

The definition of *Ad-Hoc* flight above includes (however, is not limited to) scheduled/unscheduled passenger or cargo flights, military, ambulance, state or any other Carrier's *Ad-Hoc* flights; it shall also be applicable to Carrier's aircraft using RIX as alternate airport due to weather, strike, war, technical, emergency or any other *force majeure* reasons provided there is no valid ground handling agreement covering the flights and/or specific aircraft types between the parties.

CARRIER – Carrier or Carrier's Representative (as per IATA SGHA definitions), or any intermediary party (agent) contracted by and/or acting on behalf of the Carrier, including operating flight crew of the Carrier's *Ad-Hoc* flight.

GROUND HANDLING SERVICE(s) – Any ground handling service the Carrier has requested to be provided by RIX GH to an *Ad-Hoc* flight either before commencement of the ground handling process of the respective *Ad-Hoc* flight, or during its turnaround, using any means of communication as stated above.

IATA SGHA – Standard Ground Handling Agreement published by International Air Transport Association (Version January 2013, IATA AHM 810).

RIX – Riga International Airport (airport code IATA: RIX, ICAO: EVRA).

RIX GH – State owned Joint Stock Company SJSC "Riga International Airport", VAT No. LV40003028055, legal/mailing address: Lidosta Rīga 10/1, Mārupes novads, LV 1053, Latvia.

GENERAL CONDITIONS

By contacting RIX GH and requesting ground handling services for *Ad-Hoc* flight(s) via any communication means as described above, the Carrier shall be deemed to have become acquainted with the present Terms and Conditions and any such request by the Carrier (following affirmative confirmation of RIX GH to provide the respective ground handling services requested by the Carrier) shall form a legally binding distance contract as per applicable law between the parties as of the moment RIX GH confirms the provision of the requested ground handling service(s) for respective *Ad-Hoc* flight(s) to the Carrier, furthermore, any request of the Carrier for additional ground handling service(s) during the *Ad-Hoc* flight turnaround shall be regarded as amendment to it. This distance contract shall be entirely governed by IATA SGHA Main Agreement conditions (with exception of Articles 7 and 9 of the IATA SGHA Main Agreement herewith being excluded in their entirety, and the IATA SGHA being specifically amended by the wording of the present Terms and Conditions). The Carrier and RIX GH agree within the framework of the present Terms and Conditions that any ground handling services requested by the Carrier and/or performed by RIX GH for any *Ad-Hoc* flight (either following Carrier's prior requests or Carrier's requests during turnaround of any flight(s), or as part of a normal turnaround process performed by RIX GH), shall form a valid IATA SGHA Annex B (hereinafter – *Annex B*) without having a written/signed agreement between the parties, and the parties shall regard such way of forming *Annex B* as acceptable and and legally binding for both of them due to the essence of *Ad-Hoc* flights. By requesting ground handling services to RIX GH, the Carrier agrees that *Annex B* shall be formed in the way as described herein, it shall be valid without signatures of the parties, it shall be effective only at location RIX, and it shall be valid only during the actual turnaround of the Carrier's *Ad-Hoc* flight(s) serviced by RIX GH as per Carrier's request(s).

By requesting ground handling services and thus contracting RIX GH to provide ground handling service(s), the Carrier irrevocably agrees that the *Annex B* for the *Ad-Hoc* flight(s) shall be formed based both on the principles of the present Terms of Conditions and IATA SGHA Main Agreement as described herein. It shall be assumed without doubt between the parties that the Carrier has become acquainted with the present Terms and Conditions before placing any *Ad-Hoc* flight ground handling service requests to RIX GH. Any RIX GH ground handling services shall be deemed to be provided in Republic of Latvia, and its law shall apply. Legal venue shall be in Riga.

LIMITS OF LIABILITY

By contracting RIX GH, the Carrier shall agree with the following limits of liability (amending Sub-article 8.5 of IATA SHGA Main Agreement):

JETS

B747, B757, B767, B777, B787, DC-10, MD11, A300, A310, A330, A340, A350, A380 (*)	USD 1,000,000
B717, B737 MD80, MD90; A319, A320	USD 750,000
BAE146 (AR8/AR100), C150/C300, Embraer 170, Embraer 190 (**)	USD 500,000
Embraer 145, Canadair RJ	USD 250,000
Cessna Citation, Fan Jet Falcon, Learjet 35/60, Dassault Falcon 20F	USD 75,000
Embraer 120	USD 50,000

(*) - model name includes all aircraft series (**) - incl.all other jets not mentioned otherwise

TURBOPROPS

Fokker 50, F27, FH-227, ATR42, ATR72, Saab SF340, Saab 2000, DHC7, DHC8, BAe ATP, Shorts SD330, Shorts SD360	USD 100,000
Embraer Brasilia-Dornier Do-228, Kingair 350, Jetstream 41	USD 50,000
DHC 6, Piper PA 31T, Swearingen Metro, King Air, Cessna Conquest, Jetstream 31, Embraer Bandeirante	USD 25,000

BUSINESS JETS

1% of aircraft value, subject to a minimum of USD 50,000

LIGHT TWIN ENGINED PROPELLER AIRCRAFT

1% of aircraft value, minimum USD 5,000

LIGHT SINGLE ENGINED PROPELLER AIRCRAFT

1% of aircraft value, minimum USD 2,500

ALL OTHER TURBOPROPS

All other turboprop aircraft not mentioned otherwise USD 10,000

HELICOPTERS

5% of aircraft value, maximum USD 100,000

OTHER REMARKS

RIX GH is at your service 24/7.

Please note pre-payment for our services is required unless a prior written agreement is in place.

We accept all major credit cards / aviation industry payment cards; we regret we cannot accept cash.

IATA SGHA (IATA AHM 810) is the standard aviation industry agreement for ground handling, info: www.iata.org

