

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

V03 - valid from 29/05/2019 © RIX GH

DEFINITIONS USED IN THESE TERMS AND CONDITIONS ('T&Cs')

AD-HOC FLIGHT(s) – any flight arriving/departing RIX at agreed times (as defined below), the respective Carrier of which has requested RIX GH (by using any means of communication - including but not limited to: any communication to RIX GH via its official internet homepage www.riga-airport.com and/or RIX GH e-mail, and/or its SITA channels, and/or telephone enquiries to any RIX GH staff, and/or VHF radio link, and/or any other written/verbal interaction between the Carrier and RIX GH staff) to provide GH 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 T&Cs), or else, should an existing and valid ground handling agreement between the parties be in place, such agreement does not cover the specific Carrier's aircraft type(s) requested to be serviced during the turnaround of the particular Carrier's *Ad-Hoc* 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 between the parties covering the flights and/or specific aircraft types.

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

GH SERVICE(s) – Any ground handling service requested by the Carrier for aircraft, crew, passengers, baggage, cargo, mail, documents or other items, by any means of communication (as defined above) to be provided by RIX GH at agreed times (as defined below) to Carrier's *Ad-Hoc* flight(s) at RIX either before commencement of the ground handling process of the respective *Ad-Hoc* flight, or during it. The rates for GH Services are uniform and set by management board of RIX GH and may change from time to time without prior public notice. Depending on *Ad-Hoc* flight type, these rates include a certain set of GH Services which shall form the '*Handling Services*' part of Paragraph 1, Sections 1-8 of IATA SGHA Annex B. The GH Services provided to the Carrier are reflected in charge note (the '*Ad-Hoc Ground Service Report*') which shall be regarded by the parties as basis for the final mutual settlement when signed by the Carrier (either its signatory, or its representative, or its agent, or Carrier's operating flight crew of the specific *Ad-Hoc* flight), and RIX GH representative. The GH Service rates shall be reflected in appropriate invoices basing on the actual resource consumption reflected in the *Ad-Hoc Ground Service Report* entries.

IATA SGHA – Standard Ground Handling Agreement published by International Air Transport Association (Version Jan. 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, e-mail: office@riga-airport.com ; www.riga-airport.com **We are ISO 9001/ 14001/ 50001 certified.**

GENERAL CONDITIONS

By contacting RIX GH and requesting any GH Services for *Ad-Hoc* flight(s), the Carrier shall be deemed to have become acquainted with the present T&Cs. The confirmation of the GH Services to be provided at the agreed times along with the estimated GH Service rates / additional fees levied by RIX airport authority (taxes/charges/fees) communicated by RIX GH staff to the Carrier depending on specifics of the individual *Ad-Hoc* flight(s) shall form the GH Services offer (the 'Offer') of RIX GH for the respective *Ad-Hoc* flight(s) of the Carrier, for the arrival/departure time(s) and date(s) included in the initial request by the Carrier (the 'agreed times'). Given their uniformity and free accessibility, these T&Cs shall be considered by the parties as incorporated in the Offer by reference even if not directly mentioned in any communication between the parties leading to the creation and/or acceptance of the Offer or establishing contractual obligations. The Offer may be later amended by the Carrier anytime by requesting new, or modifying, or cancelling already requested GH Services, or changing the agreed times; however, any such amendments to the Offer shall be in force only provided that RIX GH has sent affirmative confirmation of such amendments to the Offer to the Carrier in written (note: no GH Services requested by the Carrier which have already been rendered by RIX GH can be cancelled/revoked by the Carrier at any time).

The Offer shall be binding for execution by RIX GH as per law of Republic of Latvia as of the moment Carrier's request for provision of GH Services for Carrier's *Ad-Hoc* flight(s) at the agreed times has been positively confirmed by RIX GH in written (except under circumstances below). The Carrier may accept the Offer either by replying in writing, or in silence (e.g., by giving no response to the Offer sent by RIX GH but performing the *Ad-Hoc* flight and landing at RIX, or other successive actions). If accepted by the Carrier by means described above, the parties shall consider the Offer to become a legally binding Contract as from the moment the Carrier's *Ad-Hoc* flight has landed at RIX, provided the actual landing has taken place within \pm 1-hour timeframe of the agreed times of each *Ad-Hoc* flight. Should the actual landing of any *Ad-Hoc* flight fall out from the previously mentioned timeframe, the parties shall regard the initial Offer of RIX GH as null and void (in case of *Ad-Hoc* flight series, only for the specific *Ad-Hoc* flight), and RIX GH shall not have any obligations to fulfill the Offer (or in case of *Ad-Hoc* flight series, the respective part thereof). However, RIX GH shall undertake all efforts to form a new Offer (in case of *Ad-Hoc* flight series, only for the specific *Ad-Hoc* flight) basing on the actual new GH Service requirements (including new agreed times) from the Carrier, basing on the current operational resource availability of RIX GH; in such event it will be regarded as a new Offer and shall be subject to Carrier's repeated acceptance via ways described above.

Should the Carrier request any GH Services in an operational emergency situation where immediate assistance from RIX GH is required and requested, and no time for the preparation of full Offer including estimated GH Service rates is possible, provided that RIX GH finds operational possibility to fulfill the Carrier's request immediately upon its request, the parties shall regard the Offer created (i.e., the Contract amended), having full legal force even without prior communication of GH Service rates. In that event, such Offer shall be regarded to have been requested, confirmed, and the Contract shall be regarded as concluded and fulfilled by successive affirmative actions of both from the Carrier and RIX GH part.

The Carrier hereby acknowledges it is aware of and agrees to the fact that the Contract shall be entirely governed by IATA SGHA Main Agreement conditions (with exception of Articles 7 and 9 herewith being excluded in their entirety, and the IATA SGHA being specifically and wholly amended by the wording of the present T&Cs). The Carrier and RIX GH agree that any GH 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 any GH Services provided by RIX GH as part of a normal turnaround process, both being natural components of the Contract), shall form a valid IATA SGHA Annex B (the 'Annex B') without having a written/signed copy of the agreement between the parties, and the parties shall regard such way of forming Annex B as acceptable and legally binding for both of them due to the essence of *Ad-Hoc* flights. The parties shall regard the *Ad-Hoc Ground Service Report* mutually signed by the Carrier (either its signatory, or its representative, or its agent, or Carrier's operating flight crew of the *Ad-Hoc* flight) and RIX GH operational staff, as a sufficient evidence that Annex B has actually been remotely concluded between the parties as per provisions of the present T&Cs, that the GH Services have been actually rendered by RIX GH to the Carrier in good quality, and that the Carrier certifies it shall not have any objections or claims towards RIX GH regarding GH Services rendered to the Carrier's *Ad-Hoc* flight(s) whatsoever. By requesting GH Services, the Carrier agrees that the Contract and its inseparable part 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 agreed times of the Carrier's *Ad-Hoc* flight(s) and actual turnarounds thereof. The Contract shall remain in force until full execution of liabilities of both parties. Penalty for outstanding payments amounting to 0.5% per day shall apply, however not more than 10% of the total outstanding payment. It shall be assumed without doubt between the parties that the Carrier has become acquainted with the present T&Cs before placing any *Ad-Hoc* flight GH service requests to RIX GH. Any RIX GH services shall be deemed to be provided in Republic of Latvia, and its law shall apply. Legal venue shall be in Riga.

STANDARD OF WORK

The Carrier hereby explicitly agrees that RIX GH shall provide all GH Services according to its internal manuals and procedures compliant with requirements of IATA Airport Handling Manual. Should the Carrier provide its instructions in the form of GOM or other procedures in due time and in written, such instructions shall prevail unless they do not contradict the above mentioned standards.

DATA PROTECTION (GDPR)

The Controller (the Carrier) and the Processor (RIX GH) shall carry out processing of personal data in an honest manner and pursuant to the laws in force, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The purpose and the legal basis of the data processing is to ensure the preparation of the Offer and execution of the Annex B (including any amendments hereto) and implementation of the lawfully granted powers to the Processor (identification of the individuals, security control and other activities) pursuant to the legitimate interests of the Controller and the Processor.

The processing of data mentioned herein shall refer to any activity or aggregate of activities regarding personal data, carried out with or without automated tools and may involve collection, registration, organization, structuring, storage, adaptation or modification, recovery, examination, use, disclosure, by sending, distributing or making them available, synchronization or combining, limitation, erasure or destruction of the data. Personal data may contain data about the representatives, personnel, passengers, suppliers of the Controller as well as personal data obtained by the Processor from the information received in connection to the Offer or Annex B (including any amendments hereto).

The Controller confirms that all the personal data given to the Processor have been obtained in a legal, fair and transparent manner.

The Processor shall not use the personal data for its own needs or other purposes not directly arising from the Offer or Annex B (including any amendments hereto). The Processor shall carry out the data processing so long as it is required to comply with the contractual obligations, unless another legal basis for data processing is established.

The Processor undertakes to erase or transfer the data to the Controller after completing the provision of the contractual services unless a longer period of time for storing the personal data is stipulated in law. The Processor shall transfer personal data to the state institutions delegated by law (State Border Guard, State Police, State Revenue Service, etc.), if this is reasonably necessary.

Both parties shall guarantee that relevant technical and organizational measures will be taken for the protection of the data subjects' rights. Both parties shall undertake to ensure that its employees who are granted the power to process the data have undertaken to observe the confidentiality. As far as possible, the Processor shall help the Controller with relevant technical and organizational measures to ensure that the Controller is able to fulfil its obligations related to the exercising of the rights of the data subjects.

The Processor undertakes to process the personal data solely on behalf of the Controller and pursuant to the Offer and Annex B (including any amendments hereto). If the Processor does not understand any of its duties arising from clause, the Processor shall address the Controller and clarify the issue without undue delay. The Processor undertakes to ensure that subcontractors having direct or indirect access to personal data processed on behalf of the Controller agree to comply with the obligations applicable to the Processor under this clause.

LIMITS OF LIABILITY

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

JETS		BUSINESS JETS
B747, B757, B767, B777, B787, DC-10, MD11, A300, A310, A330, A340, A350, A380 (*)	USD 1,000,000	1% of aircraft value, subject to a minimum of USD 50,000
B717, B737 MD80, MD90; A319, A320	USD 750,000	LIGHT TWIN ENGINED PROPELLER AIRCRAFT
BAE146 (AR8/AR100), C150/C300, Embraer 170, Embraer 190 (**)	USD 500,000	1% of aircraft value, minimum USD 5,000
Embraer 145, Canadair RJ	USD 250,000	LIGHT SINGLE ENGINED PROPELLER AIRCRAFT
Cessna Citation, Fan Jet Falcon, Learjet 35/60, Dassault Falcon 20F	USD 75,000	1% of aircraft value, minimum USD 2,500
Embraer 120	USD 50,000	ALL OTHER TURBOPROPS
(*) - model name includes all aircraft series (**) - incl. all other jets not mentioned otherwise		All other turboprop aircraft not mentioned otherwise USD 10,000
TURBOPROPS		HELICOPTERS
Fokker 50, F27, FH-227, ATR42, ATR72, Saab SF340, Saab 2000, DHC7, DHC8, BAe ATP, Shorts SD330, Shorts SD360	USD 100,000	5% of aircraft value, maximum 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	

REPRESENTATION

By requesting any GH Services, the Carrier certifies it has all necessary authorizations required by any applicable law to become a party of the Offer and/or the Contract. Furthermore, by requesting any GH Services, the Carrier irrevocably certifies that any of its staff, representatives, agents, or Carrier's operating flight crew of the *Ad-Hoc* flight(s) are authorized to act on behalf of the Carrier and sign all necessary documents related to the actual turnaround of the *Ad-Hoc* flight, including but not limited to *Ad-Hoc Ground Service Report* or any other documents amending the Annex B.

OTHER REMARKS

RIX GH is at your service 24/7. Our contacts:

Emails: handling@riga-airport.com

ramp@riga-airport.com

SITA: RIXGH7X

Mobile: +371 29479533

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.

