# IATA STANDARD GROUND HANDLING AGREEMENT STANDARD GROUND HANDLING AGREEMENT — SIMPLIFIED PROCEDURE

## ANNEX B - LOCATION(S), AGREED SERVICES AND CHARGES

to the Standard Ground Handling Agreement (SGHA) of January 2008

Between: having its principal office at:

represented by: VAT number: Commercial registration: Bank connection: IBAN: SWIFT: and hereinafter referred to as '**the Carrier**'

and: having its principal office at:

represented by:

Company identification number: VAT number: Commercial registration: Bank connection: Account number: SWIFT: TUNISAIR

Boulevard du 7 Novembre 1987, 2035 Tunis-Carthage, Tunisia Mr Jamel Chrigui, Secretara General 002672W/A/M/000 B 169701997 UniCredit Bank Austria AT55 12000 52949049489 BKAUATWW

Letiště Ostrava, a.s. č.p. 401, 742 51 Mošnov Czech Republic Ing. Michal Holubec , Chairman of the board and Ing. Michaela Bachoríková, Vicechairman of the board 26827719 CZ26827719 Regional court at Ostrava, Section B, File 2764 Komerční Banka, a.s., Nádražní 12, 730 01 Ostrava 1 CZ71 0100 0000 2725 0415 0247 KOMBCZPPXXX

and hereinafter referred to as 'the Handling Company'

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

effective from: 1<sup>st</sup> June 2019

This Annex B 1.0 for the location:

and replaces:

Ostrava airport (OSR)

no previous valid agreement

It shall supersede any previous arrangements between the Parties governing the provision of services at location: Ostrava airport (OSR)

## PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the **SGHA of January 2008** as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

# PARAGRAPH 1. HANDLING SERVICES AND CHARGES

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.
1.1.1 AGREED FACILITIES and SERVICES as per Annex A listed in its sections:

#### SECTION 1 REPRESENTATION, ADMINISTRATION AND SUPERVISION

#### 1.1 General

- 1.1.2 Liaise with local authorities.
- 1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier.
- 1.1.4 Inform all interested Parties concerning movements of the Carrier's aircraft.
- 1.2 Administrative Functions
- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.

# 1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)

- 1.3.1 (b) Co-ordinate services contracted by the Carrier with third party(ies).
- 1.3.2 Ensure that the third party(ies) is(are) informed about operational data and Carrier's requirements in a timely manner.
- 1.3.5 Meet aircraft upon arrival and liaise with crew.
- 1.3.7 Verify dispatch of operational messages.
- 1.3.8 Note irregularities and inform the Carrier.

## SECTION 2 PASSENGER SERVICES

#### 2.1 General

- 2.1.1 Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
- 2.1.2 Make arrangements for stopover, transfer and transit passengers and their baggage and inform them about services available at the airport.
- 2.1.3 When requested by the Carrier,
  - (a) Provide for
  - special equipment, facilities and specially trained personnel, for assistance to
  - (1) Unaccompanied minors.
  - (2) Persons with reduced mobility (PRMs).
  - (5) Deportees.
  - (6) Special medical transport
- 2.1.4 Assist passengers when flights are interrupted, delayed or cancelled (any extra costs to be borne by the Carrier)
- 2.1.5 If applicable, arrange storage of baggage in the Customs' bonded store (any fees to be paid by the passenger).
- 2.1.6 (a) Notify the Carrier of complaints and claims made by the Carrier's passengers.
- 2.1.7 Handle lost, found and damaged property matters (not included in handling charge; extra charge)
  - (a) accept baggage irregularity reports
  - (b) enter data into baggage tracing system
  - (c) maintain baggage tracing system files for 5 days
  - (e) arrange for delivery of delayed baggage to passengers (not included in charge; on request, extra charge)
  - (f) handle communications with passengers
- 2.1.8 Report to the Carrier any irregularities discovered in passenger and baggage handling.
- 2.1.9 (a) Provide
  - (1) Check-in position(s)
    - 2 check-in counters opening 120 minutes and closing 40 minutes before STD

## 2.2 Departure

- 2.2.2 Check and ensure
  - (a) that tickets are valid for the flight(s) for which they are presented. The check shall not include the fare.
- 2.2.3 (a) Check travel documents for the flight(s) concerned. In the event that the Handling Company does not have access to information that verifies visa validities the Handling Company will not have liability. The Handling Company shall not be liable for immigration fines in the event of non-bona fide travel documents or other events which

- are outside of their control.
- (b) Enter required passenger and/or travel document information into Carrier's and/or government system.
- (a) Weigh and/or measure checked and/or cabin baggage,
- (b) Record baggage figures
  - for
- (1) initial flight.2.2.5 Excess baggage
  - (a) Determine excess baggage (in accordance to GHM)
  - (b) Issue excess baggage charges
  - (c) Collect excess baggage charges (for commission 10% of Handling Company)
  - (d) Detach applicable excess baggage coupons
- 2.2.6 Tag checked and/or cabin baggage for
- (a) initial flight.
- 2.2.7 Effect conveyance of checked baggage to the baggage sorting area
- 2.2.8 Effect conveyance of oversized checked baggage to the baggage sorting area
- 2.2.10 (a) Carry out the Carrier's seat allocation or selection system
  - (b) Issue boarding passes
  - (c) Detach applicable flight coupons
  - for
  - (1) initial flight.
- 2.2.11 Handle
  - (a) Denied Boarding process
- 2.2.12 Direct passengers through controls to departure gate.
- 2.2.13 At the gate perform
  - (c) verification of travel documents
  - (f) verification of cabin baggage
  - (g) manage the boarding process
  - (h) reconciliation of passenger numbers with a/c documents prior to departure

2.2.14

2.2.4

(c) Handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers

#### 2.3 Arrival

2.3.2 Direct passengers from aircraft through controls.

#### SECTION 3 RAMP SERVICES

#### 3.1 Baggage Handling

- 3.1.1 Handle baggage in the baggage sorting area.
- 3.1.2 Prepare for delivery onto flights
  - (a) bulk baggage
- 3.1.3 Establish the number and/or weight of (a) bulk baggage
  - and provide the load control unit with the information
- 3.1.4 Offload
  - (a) bulk baggage
- 3.1.6 Deliver to claim area
  - (a) baggage
  - (b) oversize baggage

#### 3.2 Marshalling

- 3.2.1 (b) Arrange for
  - marshalling at arrival and/or departure. (service provided by the Airport operator)

## 3.3 Parking

- 3.3.1 (a) Provide
  - (b) Position and/or remove
- wheelchocks.
- 3.3.2 Position and/or remove
  - (f) Other items safety cones, tensa barriers
- 3.3.3 (b) Provide
  - ground power (up to 60 minutes per turnaround included in the charge, longer time period is charged according valid and actual price list of Handling Company)

#### 3.5 Ramp to Flight Deck Communication

- 3.5.1 Provide headsets.
- 3.5.2 Perform ramp to flight deck communication
  - (a) During tow-in and/or push-back
  - (b) During engine starting
- 3.6 Loading and Unloading

- 3.6.1 (a) Provide
  - (1) Passenger steps
- 3.6.2 (a) Provide (not included in handling charge airport service/fee)
   (1) passenger
  - transport between aircraft and airport terminals.
- 3.6.3 (a) Provide
- equipment for loading and/or unloading.
- 3.6.4 (a) Provide
  - for delivery and pick up of
  - (1) Baggage
    - (2) Mobility devices
  - At aircrafts doors
- 3.6.5 (a) Provide
  - equipment for transport and assembly of
  - (1) baggage
  - (2) cargo
  - between agreed points on the airport
- 3.6.6 (a) Unload aircraft, returning lashing materials to the Carrier.
  - (b) Load and secure Loads in the aircraft.
  - (c) Operate in-plane loading system.
- 3.6.7 Redistribute Loads in aircraft.
- 3.6.8 Open, close and secure aircraft hold doors.
- (a) aircraft lower deck
- 3.7 Starting
- 3.7.1 (a) Provide
  - air start unit.(on request, extra charge)
- 3.8 Safety Measures
- 3.8.1 (b) Arrange for
  - Fire fighting and other protective equipment.
- 3.8.2 Perform safety/ground damage inspection
  - (a) Immediately upon arrival
  - (b) Immediately prior departure
  - (1) Doors and panels
- 3.9 Moving of Aircraft (on request)
- 3.9.1 (a) Provide
  - tow-in and/or push-back tractor.
- 3.9.2 (b) Towbar to be provided by the Handling Company
- 3.9.3 (a) Tow in and/or push back aircraft (one pushback per rotation included in charge)
  - (b) Tow aircraft between other agreed points (extra charge)

## 3.11 Interior Cleaning

- 3.11.2 Clean passenger and crew compartments (other than flight deck)
  - (a) empty ash trays
  - (b) dispose of litter
  - (c) clear waste from seat back stowage's and racks
  - (d) wipe tables
  - (e) clean seats
  - (f) clean floors (carpets and surrounds)
  - (g) empty and clean refuse bins
  - (h) clean surfaces in pantries, galleys (sinks, working surfaces, ovens and surrounds) and toilets (wash basins, bowls, seats, mirrors and surrounds) toilettes only
  - (i) remove, as necessary, any contamination caused by airsickness, spilled food or drink and offensive stains
- 3.11.7 (a) Change head rest covers
- 3.11.10 (a) Remove food and material left over from incoming flights

#### 3.12 Toilet Service

- 3.12.1 (a) Provide for
  - (1) Servicing (empty, clean, flush toilets and replenish fluids)
- 3.13 Water Service
- 3.13.1 (a) Provide for
  - (1) Draining water tanks
  - (2) Replenish of water tanks with drinking water
- 3.17 De-Icing/Anti-Icing Services and Snow/Ice removal (on request, extra charge)
- 3.17.1 Remove snow from aircraft without using de-icing fluid.

- 3.17.2 Perform "pre" de/anti-icing inspection and advise flight crew or Carrier representative of results.
- 3.17.3 (a) Provide
  - (1) anti-icing units.
  - (2) de-icing units.
- 3.17.4 Provide de-icing/anti-icing fluids
- 3.17.5 Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use.
- 3.17.6 Apply anti-icing fluid to aircraft.
- 3.17.7 Supervise performance of de-icing/anti-icing operations.
- 3.17.8 Perform final inspection after de-icing/anti-icing operations and inform crew of results.

#### SECTION 4 LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

#### 4.1 Load Control

- 4.1.1 Convey and deliver flight documents between the aircraft and appropriate airport buildings.
- 4.1.2 (a) Prepare
  - (b) Sign
    - (c) Distribute
    - (d) Clear/process
    - (e) File

loading instructions, loadsheets, weight and balance charts, Captain's load information and manifests where:

(1) Load Control is performed by the Handling Company

#### 4.2 Communications

- 4.2.1 (a) Compile
  - (b) Receive, process and send all messages in connection with the services performed by the Handling Company, using the Carrier's originator code or double signature procedure
- 4.2.2 (b) Operate
  - Means of communication between the ground station and the Carrier's aircraft.

#### 4.3 FLIGHT OPERATIONS - General

4.3.1 Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B.

#### 4.4 FLIGHT OPERATIONS - Flight Preparation at the Airport of Departure

- 4.4.1 (a) Provide or
  - (b) Arrange for

meteorological documentation and aeronautical information for each flight.

- 4.4.2 Deliver documentation to the aircraft
- 4.4.4 (e) Monitor
  - (1) the Air Traffic Services ("ATS") Flight Plan.
  - (2) the Carrier's slot time allocation with the appropriate ATS.
- 4.4.5 Provide the crew with the required briefing
- 4.4.7 Hand Hand out flight operation forms and obtain signature of the pilot-in-command, where applicable.
- 4.4.8 Provide ground handling party(ies) with the required weight and fuel data

#### SECTION 6 SUPPORT SERVICES

#### 6.2 Automation/Computer Systems

- 6.2.1 (c) Operate
  - Equipment to enable access to
    - (3) Other system ()
- 6.2.2 Access the following functions in
  - (c) Other system (SITA DCS) for:
    - (3) Passenger service
    - (4) Baggage reconciliation
    - (5) Baggage tracing
    - (6) Operation, weight and balance and load control.

#### 6.5 Ramp Fuelling / Defuelling Operations

6.5.1 Liaise with ramp fuel suppliers.

#### SECTION 7 SECURITY

#### 7.1 Passenger and Baggage Screening and Reconciliation

- 7.1.1 (a) Provide
  - (1) matching of passengers against established profiles.
- 7.1.2 (b) Arrange for

- (1) screening of checked baggage.
- (2) screening of transfer baggage.
- (3) screening of mishandled baggage.
- (4) physical examination of checked, transfer and mishandled baggage
- (5) identification of security cleared baggage.
- 7.1.3 (b) Arrange for
  - (1) screening of passengers.
    - (2) screening of cabin/unchecked baggage.
    - (3) physical examination of passengers and cabin/unchecked baggage
- 7.1.4 (a) Provide
  - (1) identification of passengers prior to boarding.
  - (2) reconciliation of boarded passengers with their baggage
  - (4) offloading of baggage for passengers who fail to board the aircraft.

Services in point 2.2.5 are provided for commission of 10% as follows - handling company will send list of all collected charges including total amount monthly. Carrier will issue invoice for total amount to be paid by Handling company. Handling company will send to Carrier invoice for 10% commission from all collected charges in given months subsequently.

In case on request according Section 3, sub-section 3.17, point 3.17.1 – the mechanical removing of snow will be provided by jet air blowing of aircraft and wing surface from de-icing truck without using of de-icing fluid. No further kind of mechanical removing of snow will be provided by Handling company. The use of de-icing truck will be charged only in that case.

Service according Section 2, point 2.1.7(a-c)(f) will be provided for extra charge.

1.1.2 Handling rates

Airbus A320	CZK xxx
Airbus A319	CZK xxx
Boeing 737-500	CZK xxx
Boeing 737-600	CZK xxx
Airbus A330-200	CZK xxx
Using of SITA DCS of Handling company	xxxCZK per 1 PAX on DEP

1.1.3 Discounted handling rates

The discounted handling rates are provided in case the Carrier will operate 40 or more turnarounds to/from OSR station per calendar year. Discount is 15% of the rates mentioned in 1.1.2. Rates will be aplied for each turnaround above 40 in particular calendar year.

Airbus A320 Airbus A319	CZK xxx CZK xxx
Boeing 737-500	CZK xxx
Boeing 737-600	CZK xxx
Airbus A330-200	CZK xxx

**1.2** Handling in case of technical landing for other than commercial purposes will be charged at 50% of the above rate, provided that a physical change of load is not involved.

**1.3** Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved. Return of aircraft after its departure is also considered as a return to ramp.

**1.4** Handling in case of return to ramp involving a physical change of load will be charged at 40% of the above rate. Return of aircraft after its departure is also considered as a return to ramp.

**1.5** Handling in case of live-in/ferry-out turnaround will be charged at 50% of the above rate.

1.6 Handling in case of ferry-in/live-out turnaround will be charged at 70% of the above rate

# PARAGRAPH 2. ADDITIONAL SERVICES AND CHARGES

2.1 All services not included in Paragraph 1 of this Annex will be charged according valid price list of Handling company.

<b>2.2</b> Hereinafter are rates	for Extra Prices and	Services on request:	

3.7.1	xxxCZK / one start - Air Starter ACE-500-1523 – service on		
	appron		
3.6.2	xxxCZK / one ride of bus – depends on traffic situation on		
2.1.7(e)	xxxCZK / 1km - delivery of delayed baggage to PAX		
2.1.7(a)(b)(c)(f)	xxx / event		

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3.9.3(b)	
3.17	

request xxxCZK / one pushback/towing of aircraft basic rates for event, fluid and hot water will be charged according valid and updated price list of Handling Company

**2.3** Paragraph 1, Section 3, sub-section 3.8.1 do not includes fire assistance in case of refueling of aircraft with passengers on board or during embarking/disembarking. That service is charged according valid and updated price list of Handling Company.

All prices noted in Paragraph 1 and Paragraph 2 are without VAT.

# PARAGRAPH 3. DISBURSEMENTS

**3.1** Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 10 %.

## PARAGRAPH 4. LIMIT OF LIABILITY

4.1 The limit of liability referred to in Sub-Article 8.5(a) of the Main Agreement shall be as follows:

Aircraft Type

All aircraft types noted in this Annex

PARAGRAPH 5. TRANSFER OF SERVICES

**5.1** In accordance with Sub-Article 3.1 of the Main Agreement, the Handling Company subcontracts the services of Annex A

xxx USD

Section 3, points 3.11.2(a-i), 3.11.10

Limit (per incident)

# PARAGRAPH 6. SETTLEMENT

**6.1** Notwithstanding Sub-Article 7.2 of the Main Agreement, settlement of account shall be effected as follows: Handling Company will charge Carrier all provided services according rates in Paragraph 1, Paragraph 2 of this Annex B and airport charges (landing and parking fee, airport tax, services on request) on the basis of ground handling charge note per each flight. The invoice will be issued on monthly basis at the begining of current month for all flights performed during previous month. Invoice will be issued in Euro currency in accordance with local tax regulations after conversion from CZK currency by actual exchange rate of CNB (Czech National Bank) on day of issue.

**6.2** The invoices shall be deliverd to the Carrier by registered mail and by e-mail to the following address: enter mail and e-mail address

6.3 Parties agree that settlement of account shall be effected not later than seventeen (17) days after date of invoicing.

**6.4** The Carrier undertakes to check immediately the invoices and explicitly renounces to any right of complaint in connection with expenses, or prices charged if the complaint is not made in writing to the Handling Company within thirty days following from receipt of the invoice.

**6.5** If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company it may withhold payment only on that item(s) until a resolution is reached. The undisputed amount must be paid in line with payment terms of this paragraph

6.6 Bank details of the Handling Company for bank transfer are as follows:

Bank connection: Komerční banka a.s.

Address: Nádražní 12, 730 01 Ostrava 1

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Account number: 27-2504150247 (EUR) IBAN: CZ71 0100 0000 2725 0415 0247 Swift: KOMBCZPPXXX

**6.6** The carrier agrees to pay the invoice in favour of Letiště Ostrava, a.s., Letiště Ostrava, č.p. 401, 742 51 Mošnov, Czech Republic to the bank account indicated in the invoice. In the event that any of the amount payable is not paid in due time except items as specified in 6.5 the Carrier shall pay penalty 0,05% of the amount per each day of overdue, the Handling Company will send notice to Carrier about this occurrence to xxx

# PARAGRAPH 7. DURATION, MODIFICATION AND TERMINATION

**7.1** Notwithstanding Sub-Article 11.11 of the Main Agreement, the rates contained in this Annex B Simplified, shall remain valid until 31<sup>th</sup> May 2021.

7.2 Agreement is valid from the day and time of the signing by both Parties.

7.3 Termination of the Agreement can be by compromise, by notice or by avoidance of contract.

**7.4** Any modification or addition to this Agreement shall be made by a written and numbered amendment signed by both Parties after previous arrangement.

**7.5** Notwithstanding Sub-Article 11.11 of the Main Agreement the rates and charges contained in Paragraph 1 and Paragraph 2 of this AnnexB remain valid without any change till the 31<sup>th</sup> May 2021.

# PARAGRAPH 8. STANDARD OF WORK

8.1 Additional service standards for ground Handling Services:

- Check in to be open 120 minutes prior to STD with correct signage
- Check in close out time 40 minutes prior to ETD
- Boarding commencement 40 minutes prior to ETD
- Lost and found staff to be available before passengers arrive
- Fuelling to be completed by 40 minutes prior to ETD
- Documentation to be delivered by 15 minutes prior to ETD
- · Cleaning to be completed by 45 minutes before ETD
- · Loadsheet and NOTOC to be delivered by 25 minutes prior ETD
- Load Message (LDM ) and MVT message to be sent by ATD + 10 minutes

# **PARAGRAPH 9. NOTIFICATION**

To Carrier:

**9.1** In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

TUNISAIR Boulevard du 7 Novembre 1987 2035 Tunis-Carthage, Tunisia Telephone +xxx Mob: +xxx E-mail: xxx Attn: xxx To Handling Company:

Letiště Ostrava, a.s. Mošnov č.p.401 742 51 Mošnov, Czech Republic Tel.: +xxx Fax: xxx E-Mail: xxx Attn: xxx

## PARAGRAPH 10. GOVERNING LAW

10.1 In accordance with Article 9 of the Main Agreement, this Annex B shall be governed by and interpreted in accordance with the laws of Czech Republic.
10.2 In accordance with Article 9 of the Main Agreement, courts for the resolution of disputes shall be the Courts of Czech Republic.

Signed the	at	o'clock	Signed the	at	o'clock	
at			at			
for and on behalf of Letiště Ostrava, a.s.		for and on behalf of TUNISAIR				
by			by			

Ing. Michal Holubec Chairman of the board Secretary General Jamel Chrigui

Ing. Michaela Bachoríková Vicechairman of the board