# 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: Holiday Europe OOD

having its principal office at:

11 Arsenalski bvd, floor 7,
Sofia 1421, Bulgaria

represented by: xxx, CEO and Accountable Manager

Company identification number: n/a

VAT number: BG205553715 Commercial registration: 205553715

Bank connection: Yapi Ve Kredi Bankasi A.Ş.

Account number: 0067 / 00959

IBAN TR940006701000000084379579

SWIFT: YAPITRIS

and hereinafter referred to as 'the Carrier'

and: Letiště Ostrava, a.s. having its principal office at: č.p. 401, 742 51 Mošnov

Czech Republic

represented by: Jaromír Radkovský, Chairman of the board

and Ing. Holubec Michal, Vicechairman of the board

Company identification number: 26827719 VAT number: CZ26827719

Commercial registration: Regional court at Ostrava, Section B, File 2764
Bank connection: Regional court at Ostrava, Section B, File 2764
Komerční Banka, a.s., Nádražní 12, 730 01 Ostrava 1

Account number: CZ71 0100 0000 2725 0415 0247

SWIFT: 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: 1st September 2019

This Annex B 1.0 for the location: Ostrava airport (OSR)

and replaces: no previous 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.

- 2.2.4 (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

- (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
  - 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

Xxxx

**1.2** xxx

**1.3** xxx

1.4 xxx 1.5 xxx

# PARAGRAPH 2. ADDITIONAL SERVICES AND CHARGES

XXX

# **PARAGRAPH 3. DISBURSEMENTS**

 $\mathbf{x}\mathbf{x}\mathbf{x}$ 

# **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 Limit (per incident)

All aircraft types noted in this Annex xxx USD

## 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

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

# **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 weekly. Invoice will be charged in EUR currency after conversion from CZK currency by actual exchange rate of CNB (Czech National Bank) on day of issue.
- **6.2** Before start of the Carrier's operation, the Handling company will issue pro forma invoice for amount corresponding to all airport and handling fees which should be charged for 14 days operation of the Carrier according schedule of its flights. Carrier has to pay this pro forma invoice before first flight operated to Ostrava airport. This amount will be used only as the deposit in case of some unpaid invoices occure at the end of Carrier's operation. If there is/are some unpaid invoice/s during Carrier's operation than the settlement will be solved as specified in 6.6, 6.7 and 6.8
- **6.3** Deposit as specified in 6.2 will be returned in the same amount back to the Carrier after the end of Carrier's operation in case that all invoices issued during Carrier's operation are paid. If some invoice/s is/are unpaid after the end of Carrier's operation to Ostrava airport than deposit will be used for settlement of such invoice/s and final account status will be issued and pertinent remaining amount from deposit will be returned back to Carrier. In case that deposit will not cover unpaid invoice/s after the end of Carrier's operation than new final invoice with amount owed will be issued and send to Carrier for payment.
- **6.4** 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 Account number: 27-2504150247 (EUR) IBAN: CZ71 0100 0000 2725 0415 0247

Swift: KOMBCZPPXXX

- 6.5 The carrier shall effect the settlement of account within 17 days from the date invoice is issued and sent.
- **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 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 and take following actions:
- all charges for each flight of the Carrier following the notice will be collected from Carrier's crew upon the departure,
- payment for all charges will be by cash or by credit card only,
   This action will be in force till all owing amount from Carrier's side are not paid.
- **6.7** In case that any of the amount payable is not paid in ten days after due time (as in 6.4.), the Handling company take additional action as follows:
- Carrier's crew operating next flight following after ten days from due time has to pay all amounts unpaid in due time, all penalties for unpaid amounts in due time (according to point 6.6) and all charges for current flight upon departure,
- payment for all those charges and owing amounts will be by cash or by credit card only.
- **6.8** If debits from Carrier side are paid, the Handling Company cancel all actions (as in 6.6 and 6.7) and Carrier can pay via invoice for all flights again.
- 6.9 All invoices will be sent to the Carrier's address: xxx

# PARAGRAPH 7. DURATION, MODIFICATION AND TERMINATION

- **7.1** Agreement duration is for indefinite period. Termination by either Party during validity of Agreement has to be furnished at a specific location requires sixty days prior notice to the other Party.
- 7.2 Termination of the Agreement can be by compromise, by notice or by avoidance of contract.
- **7.3** Any modification or addition to this Agreement shall be made by a written and numbered amendment signed by both Parties after previous arrangement.
- 7.4 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 end of contractual year. If Handling Company do not advice its intention for changing of any charges and rates mentioned in Paragraph 1 and Paragraph 2 till the end of first month of new contractual year, these charges and rates are considered as valid for that contractual year. If Handling Company wants to change any charges and rates mentioned in Paragraph 1 and Paragraph 2 it has to be advised till the end of first month of new contractual year. The announcement has to be sent to the Carrier and new charges and rates can be applied after sixty days from delivery of announcement to the Carrier. Announcement has to contain all charges and rates which will be changed as well as the date from which are effective.

- **7.5** The Parties have agreed the Handling Company is entitled to let the handling rates according hereto to be entered into, or this Agreement to be entered into the Register of Agreements established by the Ministry of Interior in accordance with the Act No. 340/2015S Coll., on special conditions of some agreement efficiency, the agreements publication in the Register of Agreements (the Act on Register of Agreements), and they express their consent with the publication including publication of personal data in the meaning of the Act No. 110/2019 Coll., on personal data processing.
- **7.6** The Agreement comes into the effectiveness upon a day it is signed by the both Contracting Parties, and into the efficiency as to a day of 1<sup>st</sup> September 2019. If this Agreement is only published in the Register of Agreements after a date of 1<sup>st</sup> September 2019, the Agreement will come into the efficiency upon its publishing in the Register of Agreements.
- **7.7** The both Contracting Parties state the covenant regarding the price is a business secret of the both Contracting Parties in the meaning of § 504 Act No. 89/2012S Coll., Civil Code, and it is excluded from publication in the Register of Agreements in accordance with § 5 Par. 6, Section 8 of the Act No. 340/2015 Coll.
- **7.8** The Contracting Parties identically state the data in the Paragraph 1, Articles 1.1.2, 1.2, 1.3, 1.4, 1.5, Paragraph 2 and Paragraph 3 contain business secret and protected confidential information and, as such, they shall be excluded from publication.

# 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**

**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:

To Carrier: Holiday Europe OOD

11 Arsenalski bvd, floor 7,

Sofia 1421, Bulgaria

Telephone +xxx and +xxx

Fax: +xxx

E-mail: xxx and 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 Holiday Europe OOD		
by			by		
Jaromír Radkovský Chairman of the bo			xxx7 CEO and Accountable	Manager	

Ing. Michal Holubec Vice Chairman of the board