

# GROUND HANDLING TERMS OF USE



# CONTENTS

1. Recitals .....	3
2. Definitions .....	3
3. Scope.....	4
4. License to Operate.....	4
5. Provison of Handling Service.....	5
6. Information related to Airport operations and services .....	5
7. Use of the Airport .....	6
8. Security .....	7
9. Safety Management .....	8
10. Environment.....	9
11. Insurance and CPH's liability .....	9
12. Termination .....	10
13. Claims procedure .....	10
14. Governing law and venue .....	11
15. Commencement and amendment.....	11
Annex 1: Handling Services.....	12
Annex 1: Handling Services – Dansk udgave .....	14
Annex 2: Required messages .....	16

# 1. RECITALS

## WHEREAS;

- A) CPH is the owner and operator of the Airport and pursuant to Executive order no. 933 of 9 December 1997 responsible for the administration and management of the Airport's infrastructures and operations, including the coordination and control of the activities of the companies present at the Airport ; and
  - B) CPH shall on relevant, objective, transparent and non-discriminatory terms ensure access to the Airport to Handlers authorized to provide ground-handling services and to airlines authorized to self-handle, to the extent necessary for them to exercise their rights and permit fair and genuine competition; and
  - C) in order for CPH to fulfil its obligations under the Civil Aviation Act section 89a and EU regulation 437/2003; and efficiently plan and conduct the operation and servicing of air traffic; and provide services to passengers, airlines and other business partners, and for the purpose of calculating applicable airport charges pursuant to CPH's Tariff Regulation, CPH may require information from air-lines and/or Handlers regarding passengers, aircraft and cargo traffic; and
  - D) in order to enable CPH to fulfil its obligations under BL 3-18 and BL 11-1 and safeguard safety and security at the Airport CPH shall ensure that all Handlers at the Airport comply with safety- and security regulations, including Local Regulations, and
  - E) actively participate in the implementation of the Airport's security and safety rules; and
  - F) the Airport is subject to an environmental approval pursuant to section 33 of the Environmental Protection Act, and any activities at the Airport, including provision of Handling Services, which are deemed to be potentially polluting, must have the necessary environmental approvals; and
  - G) with the purpose to ensure transparency and equal terms of use for all Handlers at the Airport with mutual benefits for both Handlers and CPH and with the aim of providing the best possible services to passengers and airlines at the Airport;
- CPH has adopted these Terms of Use:

# 2. DEFINITIONS

- 2.1. For the purpose of these Terms of Use, the following definitions shall apply:

"Affiliate" means any individual, corporation or other undertaking who directly or indirectly is controlled by or is under common control with a Handler, such control being determined in accordance with the term group ("koncern") in Section 6 and 7 of the Danish Companies Act ("Selskabsloven").

"Airport" means Copenhagen Airport, Kastrup.

"Agreement on Cooperation on Air Quality at Apron" means "Samarbejdsaftale om nedbringelsen af luftforurening på Apron i Københavns Lufthavn" dated February 2010.

"BL 3-18" means Regulations for Civil Aviation BL 3-18 on establishment of aerodrome management at approved aerodromes etc., latest edition.

"BL 11-1" means Regulations for Civil Aviation BL 11-1 on Aerodrome Regulations for Copenhagen Airport.

"Change of Control" means (i) the consolidation or merger with or into any entity by one or more transactions (other than the consolidation or merger with an Affiliate in which the Handler is the surviving entity), upon which the ultimate owners as of the date the License was issued by CPH owns fifty per cent or less of the outstanding voting securities or other ownership interests in the Handler as a consequence of such transaction(s); (ii) sale, transfer or other disposition of all or substantially all of the assets of the Handler to a company not being an Affiliate; or (iii) acquisition by any entity, or group of entities acting in concert (not being the ultimate owners as of the date the License was issued by CPH), of beneficial ownership of more than fifty (50) per cent (or such lesser percentage that constitutes control) of the outstanding voting securities or other ownership interests in the Handler.

“CPH” means Københavns Lufthavne A/S (Copenhagen Airports A/S).

“CPH’s Tariff Regulation” means the current charges regulation (“takstregulativ”) regarding the Airport.

“The Emergency Response Plan” means the current emergency response plan for the Airport (“Alarmering- og beredskabsplan, Københavns Lufthavn”).

“Environmental Protection Act” means legislative act no. 1757 of 22 December 2006 on environmental protection as amended (“lov om miljøbeskyttelse”).

“Ground Handling Regulation” means executive order no. 933 of 9 December 1997 on Access to Ground Handling Markets at Danish Airports (“ground handling-bekendtgørelsen”).

“Handler” means any Third Party Handler or Self-handler.

“Handling Services” means the ground handling services described in Annex 1 of these Terms of Use, “List of Ground Handling Services”, and annex 1 of the Ground Handling Regulation.

“License” means a license to operate at the Airport issued by CPH and listing the Handling Services which the Handler is entitled to provide at the Airport.

“Local Regulations” means Copenhagen Airport Local Regulations issued by CPH pursuant to BL 11-1, containing safety related rules applicable at the Airport.

“Self-handler” means an airline and self-service provider of one or more categories of Handling Services.

“SMS” means a flight safety management system.

“Terms of Terminal Operations” means CPH’s regulation on airlines signage and branding, counter allocation and common use self-service kiosks at the Airport.

“Third Party Handler” means any natural or legal person who provides third parties with one or more categories of Handling Services.

“Transport Authority” means The Danish Transport Authority (“Trafikstyrelsen”).

## 3. SCOPE

- 3.1. These Terms of Use set out the conditions for providing Handling Services at the Airport and apply to all Handlers at the Airport.

## 4. LICENSE TO OPERATE

- 4.1. The Handler is required to obtain a License from CPH before carrying out any Handling Services at the Airport. For the avoidance of doubt, the License only entitles the Handler to carry out the Handling Services explicitly listed in the License. The Handler is not entitled to carry out other services or commercial business of any kind at the Airport without the prior written approval of CPH.
- 4.2. The License is non-exclusive and subject to the terms and conditions stipulated in these Terms of Use.
- 4.3. Use of sub-suppliers, which supply Handling Services, is subject to the prior written approval of CPH. Such sub-suppliers shall comply with the Terms of Use, and the Handler shall make sub-suppliers familiar with these Terms of Use and monitor their compliance with said terms. The Handler is liable for the acts and omissions of its sub-suppliers, including but not limited to security and safety issues unless the sub-supplier itself has obtained a License. Self-handlers cannot use sub-suppliers, which supply Handling Services, and sub-suppliers may not subcontract Handling Services. CPH reserves the right to require a sub-supplier to obtain own independent License.

## 5. PROVISION OF HANDLING SERVICE

- 5.1. The Airport is open 24 hours a day. The Handler shall be able to provide Handling Services 24 hours a day, 365 days a year.
- 5.2. CPH and the Handler have a duty to immediately inform the other party of special circumstances (force majeure or other circumstances) which could significantly affect the general operations or service levels of the Airport.
- 5.3. The Handler shall collaborate with CPH in providing the best possible service to passengers and airlines at the Airport and participate in the Airport Collaborative Decision Making (A-CDM).
- 5.4. The Handler shall be certified to the ISAGO or ISO 9001 standard. Alternatively, the Handler must have a quality management system in place, which must be approved by CPH. CPH reserves the right to perform audits of the Handlers quality control system in accordance with Danish and EU legislation.
- 5.5. The Handler guarantees to have the necessary expertise and qualifications to perform the Handling Services listed in its License.
- 5.6. The Handler shall provide CPH's Operation Centre with mobile telephone numbers and e-mail addresses of its operational management to be used for on-going problem solving 24 hours a day and for provision of general information from CPH and other general operational information. All changes and replacements of the operational management, employee responsible for quality control and safety, head of security and person in charge of ID cards shall be reported to CPH's Operation Centre.
- 5.7. The Handler shall attend the relevant cooperation forums with CPH in order to ensure efficient traffic flows and operations, high safety standards, related both to safety, security and the working environment and to promote general cooperation at the Airport.
- 5.8. In special cases, CPH may with short notice require a Handler to provide Handling Services to airlines, their passengers, crews, cargo, etc., provided the Handler is properly insured to provide such Handling Services and the airline agrees to limit the Handler's liability pursuant to the at any time applicable IATA Standard Ground Handling Agreement (AHM 810) or equivalent. In such cases CPH guarantees payment for the Handling Services, provided the extent and price of the Handling Services have been accepted by CPH's Traffic Department prior to the provision of the Handling Services.
- 5.9. Notwithstanding paragraph 5.8, the Handler may refuse to provide partial Handling Services to an airline if a competing Handler for any reason has neglected to provide some of the Handling Services the competing Handler was obliged to provide pursuant to an agreement with the airline or CPH, cf. paragraph 5.8, and CPH's request only includes the omitted Handling Services. The Handler's right to refuse to provide partial Handling Services is not applicable in case of force majeure events or other circumstances outside the control of the competing Handler.

## 6. INFORMATION RELATED TO AIRPORT OPERATIONS AND SERVICES

- 6.1. The Handler shall provide CPH's Traffic Department with up to date information on which airlines the Handler provides Handling Services to, including information regarding which airlines the Handler provides de-icing services to.
- 6.2. Upon request, the Handler shall provide CPH with information on their airline customers, e.g. the company name, company reg. (CVR) no. (VAT no. or similar foreign registration number) and invoicing address.
- 6.3. The Handler shall upon request inform CPH's Traffic Department on how much equipment is in use, any changes and the resulting demand for space.
- 6.4. Handlers, which provide passenger, freight and mail handling services as defined in Annex 1 shall on

behalf of their airline customers provide CPH with the information listed below under A) and B) for each flight. Said Handlers can refrain from providing the information only if the airline company has already provided the information directly to CPH in accordance with paragraph 6.5.

- A) Messages described in Annex 2.
  - B) Any further information that CPH reasonably requires regarding the planning and operation of the Airport, e.g. passenger estimates, and for the determination of airport charges
- 6.5. Unless other electronic method is approved by CPH the information required pursuant to paragraph 6.4 shall be provided to CPH via electronic data exchange of SITA messages to CPHIT7X, or via SITA type B-compliant messages to cphit7x@sita.cph.dk.
- 6.6. Handlers, which provide passenger, freight and mail handling services as defined in Annex 1 shall validate all their airline customers' traffic data within 48 hours

from departure/arrival of the individual flight using the established system for management of traffic data.

- 6.7. For general aviation flights, and notwithstanding paragraphs 6.4, the following information shall be sent to CPH Finance Department unless the airline company has already provided the information directly to CPH: Company name, billing details (email address), company VAT no., MTOW, engine identification and engine type. For inbound flights information concerning incoming PAX (split into adults and infants) is also required. For outbound flights information concerning departing PAX (split into adults and infants) is also required.
- 6.8. CPH may verify from time to time information provided to CPH by any means including reference to data collected by the Transport Authority and/or directly counting the passengers embarking or disembarking the aircraft. The Handler shall use reasonable endeavours to assist CPH to identify reasons for any differences between the information provided by the Handler or the airline and the information otherwise obtained by CPH.

## 7. USE OF THE AIRPORT

7.1. When providing Handling Services at the Airport the Handler shall comply with:

- a) all legislation and regulatory requirements in force as might be amended from time to time regarding airside operations and provision of Handling Services, including but not limited to CPH's regulations on security, safety, and the environment;
- b) the Emergency Response Plan for the Airport. The Emergency Response Plan and an introduction to the plan will be provided by CPH after issuance of the License;
- c) CPH's Local Regulations including all appendices hereto;
- d) CPH's Terms of Terminal Operations
- e) these Terms of Use;
- f) other applicable Danish laws and regulations, including but not limited to environmental protection, labour standards and working conditions;

- g) other conditions and specific and general regulations issued by CPH regarding the operation of the Airport; and
- h) the Agreement on Cooperation on Air Quality at Apron and decisions taken in accordance with this agreement.

7.2. The Handler has a duty to always be updated with all relevant applicable rules and regulations, cf. paragraph 7.1, in force as might be amended from time to time and shall ensure that its employees and sub-suppliers are informed about the relevant content of said rules and regulation and observe them.

7.3. The Handler has a duty to comply with CPH's directions for the location of equipment in airside and landside areas, cf. paragraph 9.11. CPH will continuously allocate and manage the space, facilities and infrastructure available at the Airport in cooperation with the Handlers present at the Airport.

7.4. CPH will, whenever possible, notify the Handler in advance of any enlargements, conversions, repairs and similar works or projects, which can significantly affect the Handler's operations at the Airport. Any inconvenience or disruption caused by such activities

shall be regarded as unavoidable and must be tolerated by the Handler. However, CPH will strive to limit the negative impact on the Handler and, if necessary and possible, make replacement facilities available to the Handler.

- 7.5. The airlines and Handlers shall use the centralized infrastructure in the Airport, which comprises of the baggage sorting systems, de-icing platforms, hydrant systems, marshalling of aircraft on arrival and departure, transport of passengers between aircrafts and terminals, all counters and desks in existing terminals and piers and the CUTE system. Charges for the usage of the centralized infrastructure provided by CPH are included in the airport charges and are paid by airlines, pursuant to CPH's Tariff Regulation.
- 7.6. CPH offers to provide connection to common used IT systems and individually agreed services pursuant to separate agreements. Similarly, rental of premises and land, and installation of IT, data and phone solutions at the Airport are also offered by CPH.
- 7.7. The Handler shall ensure that technical or physical errors in IT systems, equipment, air bridges and other fixed ground installations, malfunctioning air bridges, DGS, etc. are immediately reported to CPH's Technical Control Centre by telephone on the following phone number: +45 3231 3600.
- 7.8. All observations of incidents that may influence the Airport's or any third parties' operation, including but not limited to accidents or damage to aircraft, vehicles, persons, buildings or installations, and other flight safety issues, shall immediately be notified to CPH's Operations Centre on phone number +45 3231 3500.
- 7.9. If CPH finds that the Handler, its employees or sub-contractors need instruction or training in Airport traffic or in the use of certain facilities, cf. Local Regulations, CPH may demand recertification of such matters within a specified period of time.
- 7.10. In case of force majeure events, including but not limited to an emergency, special weather conditions, damage to Airport infrastructure, security alerts, epidemics, as well as in case of special event (e.g. summits) CPH may restrict or limit use of Airport facilities and services.
- 7.11. CPH may also refuse to provide particular services or refuse access to Airport infrastructure at any time to Handlers or others, who materially breach their obligations towards CPH, or causes danger to the secure and safe operation of the Airport.

## 8. SECURITY

- 8.1. The Handler and its employees and sub-suppliers are required to comply with the directions and instructions, including but not limited to the Local Regulations with appendices, rules for ID-cards and vehicle permits, ad hoc directions or instructions issued by CPH with regards to security and to ensure that the security plans of the airlines they provide Handling Services to are known and observed.
- 8.2. The Handler's employees and sub-suppliers shall have ID-cards and complete the "Basic Security Awareness" course before they can be allowed access to airside areas. ID-cards are issued by CPH and subject to police approval.
- 8.3. The Handler shall appoint a staff member to be responsible for the Handler's compliance with security regulations. The person shall have the necessary knowledge and competence to act and make binding decisions on behalf of the Handler and be approved by CPH's Security Policy & Regulation.
- 8.4. CPH's security staff shall at all times, upon presenting their ID-card, be allowed access to the facilities used by the Handler in order to perform the control tasks imposed on CPH in accordance with security regulations.
- 8.5. The Handler must be capable of handling aircrafts subject to special security requirements and the Handler shall comply with CPH's reasonable directions in this regard.
- 8.6. The Handler shall use the facilities reserved for handling aircrafts, passengers and/or baggage subject to special security requirements, handling of lawful weapons, and handling of confiscated objects in accordance with CPH's instructions in this regard.

## 9. SAFETY MANAGEMENT

- 9.1.** The Handler shall establish a SMS to be approved by CPH's Safety Management Department. The SMS shall ensure that the Handler:
- a)** appoints a person to be safety accountable;
  - b)** nominates a person responsible for the SMS;
  - c)** has defined a flight safety policy;
  - d)** has defined a flight safety risk assessment procedure, including a risk acceptance process;
  - e)** has documented flight safety improvement processes, including an internal investigation procedure; and
  - f)** has clearly defined flight safety responsibilities.
- 9.2.** CPH has the right to perform audits of the SMS.
- 9.3.** On request, the Handler shall provide CPH with all information related to the Handler's emergency response/crisis set-up.
- 9.4.** CPH has in-place a mandatory, non-punitive reporting system, where no sanctions will be given, provided the person, who is involved in the occurrence, has not acted with gross negligence and the person reports the occurrence to CPH's Safety Management Department (safety@cph.dk) within 24 hours. This applies to the following types of occurrences:
- a)** runway incursions;
  - b)** aircraft damage; and
  - c)** incursions in front of moving aircraft.
- 9.5.** The Handler shall ensure that all accidents are immediately reported to CPH's Operations Centre, cf. chapter 7 in the Local Regulations.
- 9.6.** The Handler shall participate in investigations launched by CPH regarding flight safety occurrences, incidents or accidents and CPH may require the Handler to act upon the findings of the investigation to improve the flight safety at the Airport. The Handler shall also forward internal investigation reports regarding such flight safety occurrences/incidents/accidents, including defined recommendations, to CPH's Safety Management Department for information.
- 9.7.** The Handler shall actively participate towards the development of positive flight safety conduct at the Airport through participation in the respective, relevant flight safety forums and implementation of agreed initiatives in its own organization.
- 9.8.** The Handler is responsible for ensuring that its employees and sub-suppliers have received the necessary airside traffic training and that they have been trained to perform their respective tasks, including how to use handling facilities, equipment and appliances in relation to airside safety, the environment and occupational health and safety, and that instruction, supervision and control processes are adequate.
- 9.9.** CPH has established a program of instruction, assessment and licensing of all drivers who drive at the airside areas and all employees handling air bridges. All instructors - both internal and external - shall be approved by CPH's Traffic Department. This applies to both theoretical and practical training. CPH will make relevant educational training material available for the Handler.
- 9.10.** Upon request, the Handler shall provide CPH with training records for each individual employee, including any training material used.
- 9.11.** The Handler shall ensure that any equipment, vehicles or other tools or objects owned or operated by the Handler and its employees and sub-suppliers not in use is placed in compliance with CPH's instructions in common equipment areas or is parked in the areas leased by the Handler.
- 9.12.** The Handler has a duty to ensure that its equipment complies with relevant legislation and that the maintenance of its equipment is such as not to cause spillage of fuel, hydraulic oil and/or other potentially polluting substances. Unlawful defective equipment shall be removed from the apron and placed at its repair shop or as agreed with CPH.
- 9.13.** Failure to comply with paragraphs 9.11 and 9.12 will be brought to the attention of the Handler's operational management. If such equipment has not been removed within the deadline stipulated by CPH, CPH may remove any equipment parked or placed against the regulations for the account of the Handler.



## 10. ENVIRONMENT

- 10.1.** The Handler shall obtain any additional environmental approvals required by the public authorities under the applicable rules and regulation for the supply of the Handling Services listed in the Handler's License.
- 10.2.** The Handler has a duty to ensure that its Handling Services are compliant with the Environmental Protection Act and approvals issued pursuant there to. The Handler is responsible for obtaining the necessary operating permits from the public authorities and for ensuring that its operations comply with the terms and conditions of applicable environmental approvals. CPH's Environment Department must be informed of the Handler's applications for environmental permits and revisions to these as well as instructions or notices, if any, from the public authorities.
- 10.3.** The Handler shall make employees available for assistance in connection with environmental inspections conducted by the public authorities and/or CPH's Environmental Department.
- 10.4.** If it is established that pollution is caused by the Handler's activities, CPH reserves the right, with prior notice to the Handler, to clean up and implement any necessary remedial action for the account of the Handler. The Handler may by prior agreement and in cooperation with CPH, choose to conduct clean up and preventions itself, provided that the necessary environmental approvals are obtained, and the activities of the Handler will not cause any damage or risk for the proper operation of the Airport.

## 11. INSURANCE AND CPH'S LIABILITY

- 11.1.** The Handler shall take out a third party liability insurance equivalent to and covering the liability that the ground handling activity carried out at the Airport may cause, including, where applicable, aviation ground handling liability insurance, a statutory vehicle liability with airside coverage and other statutory insurance. Upon request the Handler shall provide documentation for such insurances.
- 11.2.** CPH shall with the limitations set out below be liable for loss or damage resulting directly from a negligent act or omission on the part of CPH or employees, servants, agents or affiliated companies acting on CPH's behalf in accordance with the general rule of Danish law.
- 11.3.** Neither CPH nor its employees, servants, agents or affiliated companies shall be held liable, separately or jointly for any services provided by a third party in the territory of CPH, e.g. air navigation service providers, airlines, other service providers at the Airport or other Handlers, nor for acts or omissions of third parties or individuals.
- 11.4.** Neither CPH nor its employees, servants, agents or affiliated companies shall be held liable to pay for any damage caused by force majeure or other circumstances which are outside the control of CPH, irrespective of whether CPH itself participates in such circumstances or the like. This includes natural disasters; severe weather conditions; war; civil unrest; strikes; sabotage, acts of terrorism, including computer virus and hacking; power, data communication or telecommunication failures; breakdown of or lack of access to IT systems or damage to IT systems or damage to data in such systems caused by such events, regardless of whether CPH or a third-party supplier is in charge of the operation of the systems; and other similar situations.
- 11.5.** Neither CPH nor its employees, servants, agents or affiliated companies shall have any liability or be obliged to indemnify any indirect loss; consequential loss; loss of profits; loss of revenue; loss of goodwill; loss of opportunity; loss of use/business; loss of data; or increased costs or expenses. For the avoidance of doubt CPH shall not be liable for any loss originating from claims from third parties (including pax, suppliers and airlines) even if CPH has been advised of the possibility of such loss.
- 11.6.** The total aggregate liability of CPH and its employees, servants, agents and affiliated companies to airlines, Handlers and all other third-parties arising out of any one occurrence shall not exceed DKK 1,000,000,000.
- 11.7.** This paragraph 11 shall not exclude, restrict or limit CPH's liability for death or personal injury resulting from a negligent act or omission on the part of CPH or employees, servants, agents or affiliated companies acting on CPH's behalf in accordance with the general rule of Danish law. Further, the

limitation of liability set forth in paragraph 11.5 does not apply to loss caused by an act or omission on the part of CPH or its employees, servants, agents

or affiliated companies if this has been done with the intent to cause damage.

## 12. TERMINATION

- 12.1.** The Transport Authority may limit the number of Handlers at the Airport for one or more categories of Handling Services as well as to limit the number of Self-handlers at the Airport, in accordance with the Ground Handling Regulation and subject to the selection procedure stipulated herein. In such case, CPH reserves the right to withdraw the License with a written notice of not less than 12 months.
- 12.2.** The Handler may with 60 days written notice, terminate the License to expire on the last day of a month.
- 12.3.** The Handler shall remedy any breach of these Terms of Use immediately and no later than 60 days after such breach has been claimed in writing by CPH. If the Handler has not remedied the breach within the notice period, CPH may, with a copy to the Transport Authority, terminate the License with immediate effect without the Handler being entitled to compensation.
- 12.4.** If the Handler's non-compliance with these Terms of Use is deemed to be material, or if the activities of the Handler or the conduct of its employees and sub-suppliers, irrespective of a demand from CPH to reverse their conduct, give rise to safety, environmental or security risks, CPH may, with a copy to the Transport Authority, terminate the License with immediate effect without the Handler being entitled to compensation.
- 12.5.** If the Handler discontinues the provision of Handling Services at the Airport, CPH may with 30 days written notice and with a copy to the Transport Authority, terminate the License to expire on the last day of a month, without the Handler being entitled to compensation.
- 12.6.** Unless CPH has consented in writing in advance, CPH may immediately or by giving up to 90 days' written notice and with a copy to the Transport Authority, terminate the License if there is an event of Change of Control, provided that CPH serves a notice of termination within three months of the date on which CPH was given notice of the Change of Control by the Handler. Termination shall not entitle the Handler to any compensation.
- 12.7.** If the Handler fails to take out insurance coverage, cf. paragraph 11.1, it will be deemed to constitute material breach of these Terms of Use, and CPH may, with a copy to the Transport Authority, terminate the License with immediate effect without the Handler being entitled to compensation. Alternatively, CPH may order the Handler not to perform the relevant Handling Services until it has been documented that insurance coverage has been (re-)established.
- 12.8.** In the event of the Handler's bankruptcy or reconstruction, CPH may, with a copy to the Transport Authority, at its own discretion a) terminate the License with immediate effect without the Handler being entitled to compensation, or b) terminate the License by giving three months' written notice to expire at the end of a month. If the bankruptcy estate continues the provision of Handling Services but for any reason fails to satisfy the obligations pursuant to these Terms of Use, CPH will be entitled to cause the ground handling activities to be managed for the account of the Handler or estate.

## 13. CLAIMS PROCEDURE

- 13.1.** If the Handler believes CPH is liable for loss or damages the Handler shall without delay file a claim to CPH's Legal Department providing particulars of the reason for the claim together with any supporting evidence available at this time. The Handler loses the right to make any claim if it is not filed within 6 months following the incident giving rise to the claim.
- 13.2.** CPH and the Handler shall ensure that the dispute is processed without undue delay. The Handler shall assess and inform CPH of the amount claimed as soon as possible.

## 14. GOVERNING LAW AND VENUE

- 14.1.** These Terms of Use shall be governed by the laws of Denmark.
- 14.2.** In the event of a dispute arising out of or related to these Terms of Use, the parties to the dispute shall attempt to resolve the dispute promptly and in good faith through negotiations at the level the dispute arises. If no resolution is found the dispute shall be escalated to executives who have authority to settle the dispute on behalf of the Parties.
- 14.3.** If the dispute cannot be resolved through negotiation the parties shall attempt to resolve the dispute through mediation arranged by the Danish Institution of Arbitration in accordance with its rules on mediation in force at the time when such mediation is commenced. As a minimum, the parties shall be obliged to attend the first meeting convened by the mediator.
- 14.4.** If the dispute cannot be resolved through negotiation or mediation, the dispute shall be settled by the City Court of Copenhagen or by a competent administrative authority. Notwithstanding the requirement for preceding negotiation and mediation, a party shall be entitled to commence court proceedings if any delay of such proceedings is likely to result in the forfeiture of any right, e.g. due to time-barring.

## 15. COMMENCEMENT AND AMENDMENT

- 15.1.** These Terms of Use shall come into force on 1 April 2015 and shall apply until further notice.
- 15.2.** The Handler's rights and obligations according to these Terms of Use will take effect on the date stated in the License.
- 15.3.** CPH reserves the right to amend these Terms of Use at all times with effect after a period of three (3) months' notice. In special cases when, for reasons of urgency, the three (3) months' notice period cannot be adhered to, CPH may amend these Terms of Use with shorter notice. Any amendments hereto will be published at CPH's website and shall enter into force on the date mentioned in the publication.

## ANNEX 1: HANDLING SERVICES

1. Ground administration and supervision comprise:
  - d) 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;
  - 1.1. load control, messaging and telecommunications;
  - 1.2. handling, storage and administration of unit load devices;
  - 1.3. any other supervision services before, during or after the flight and any other administrative service requested by the airport user.
2. Passenger handling comprises 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.
3. Baggage handling comprises 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.
4. Freight and mail handling comprises:
  - 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.
5. Ramp handling comprises:
  - 5.1. marshalling the aircraft on the ground at arrival and departure (1\*);
  - 5.2. assistance to aircraft packing and provision of suitable devices (1\*);
  - 5.3. communication between the aircraft and the air-side supplier of services (1\*);
  - 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 the terminal, and baggage transport between the aircraft and the 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.
6. Aircraft services comprise:
  - 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.
7. Fuel and oil handling comprises:
  - 7.1. the organization and execution of fuelling and defuelling 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.
8. Aircraft maintenance comprises:
  - 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.
9. Flight operations and crew administration comprise:
  - 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.
10. Surface transport comprises:
- 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.
11. Catering services comprise:
- 11.1. liaison with suppliers 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.
- (1\*) Unless these services are provided by CPH.



## ANNEX 1: HANDLING SERVICES – DANSK UDGAVE

1. Administrativ ground handling og overvågning omfatter:
  - 1.1. repræsentation af og forbindelse til de lokale myndigheder eller andre relevante organer eller personer, betaling af udgifter for brugeren og tilvejebringelse af lokaler til brugerens repræsentanter
  - 1.2. kontrol med lastning og losning samt fornøden kommunikation
  - 1.3. behandling, lagring, håndtering og administration af lasteenheder
  - 1.4. alle andre overvågningsaktiviteter før, under eller efter flyvningen og enhver anden administrativ service, brugeren har behov for.
2. Passagerbetjening omfatter enhver form for betjening af passagerer ved afgang, ankomst, transit eller tilsluttende flyforbindelse, bl.a. billetkontrol, rejsedokumentkontrol, indcheckning af bagage og transport af denne til sorteringsområderne.
3. Bagagehåndtering omfatter behandling af bagagen i sorteringsområdet, sortering af den, forberedelse til forsendelse, anbringelse på transportsystemer, der fører den til flyet fra sorteringsområdet og omvendt, samt transport af bagagen fra sorteringsområdet til udleveringen.
4. Håndtering af fragt og post omfatter:
  - 4.1. fragt: den fysiske håndtering af eksport-, import- og transitfragt, behandling af dermed forbundne dokumenter, toldbehandling og enhver sikkerhedsforanstaltning, der er aftalt mellem parterne eller påkrævet af omstændighederne
  - 4.2. post: den fysiske håndtering af indgående og udgående post, behandling af de dermed forbundne dokumenter og enhver sikkerhedsforanstaltning, der er aftalt mellem parterne eller påkrævet af omstændighederne.
5. Forpladshandling omfatter:
  - 5.1. dirigering af flyet ved ankomst og afgang (1\*)
  - 5.2. assistance ved parkering af flyet og levering af det nødvendige handlingsudstyr (1\*)
  - 5.3. kommunikation mellem flyet og leverandøren af forpladshandling (1\*)
  - 5.4. lastning og losning af flyet, herunder levering og drift af det nødvendige udstyr og transport af besætning og passagerer mellem flyet og terminalen samt transporten af bagage mellem flyet og terminalen
  - 5.5. assistance ved start og levering af det nødvendige udstyr i forbindelse hermed
  - 5.6. manøvrering af flyet ved afgang og ved ankomst, levering og drift af det nødvendige udstyr
  - 5.7. transport af mad- og drikkevarer til og fra flyet samt lastning og losning heraf.
6. Rengøring og servicering af flyet omfatter:
  - 6.1. udvendig og indvendig rengøring af flyet, toilettømning, vandpåfyldning
  - 6.2. luftkonditionering og opvarmning af kabinen, fjernelse af sne og is, afisning af flyet
  - 6.3. anbringelse i kabinen af kabineudstyr, oplagring af dette udstyr.

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7. Brændstof- og oliehandling omfatter:
    - 7.1. påfyldning og tømning af brændstof, herunder oplagring, kvalitetskontrol og kontrol med de leverede mængder
    - 7.2. påfyldning af olie og andre væsker.
  8. Vedligeholdelse af flyet omfatter:
    - 8.1. de forskriftsmæssige aktiviteter inden flyvningen
    - 8.2. specifikke aktiviteter, som kræves af brugeren
    - 8.3. levering og forvaltning af det nødvendige vedligeholdelsesmateriel og af reservedele
    - 8.4. anmodning om eller bestilling af en standplads og/eller hangar, hvor vedligeholdelsen kan finde sted.
  9. Operationel assistance og administration af flybesætninger omfatter:
    - 9.1. forberedelse af flyvningen i afgangslufthavnen eller ethvert andet sted
    - 9.2. assistance under flyvningen, herunder efter omstændighederne omlægning af flyets rute
    - 9.3. aktiviteter efter endt flyvning
    - 9.4. administration af flybesætninger.
  10. Transport på jorden omfatter:
    - 10.1. transport af passagerer, besætning, bagage, fragt og post mellem forskellige terminaler i samme lufthavn, men ikke transport mellem flyet og ethvert andet punkt inden for samme lufthavnsområde
    - 10.2. enhver særtransport på brugerens anmodning.
  11. Catering omfatter:
    - 11.1. forbindelse med leverandørerne og administration
    - 11.2. oplagring af mad- og drikkevarer og det nødvendige udstyr til tilberedning deraf
    - 11.3. rengøring af udstyr
    - 11.4. forberedelse og levering af materiel samt af mad- og drikkevarer.

(1\*) Såfremt disse tjenester ikke varetages af CPH.

## ANNEX 2: REQUIRED MESSAGES

Message	Description	Deadline
1. MVT (Aircraft Movement Message).	IATA message format used to report actual time of departure and arrival including delay duration and delay reason.	Both arrival and departure times to be reported immediately after take-off/touch-down. Updated messages, e.g. in case of delays, to be sent as early as possible.
2. DIV (Flight Diversion).	IATA message format used to report all flight diversions.	Diversion messages to be sent as early as possible.
3. LDM (Load Message).	IATA message format used to report PAX numbers as well as dead load for both arriving and departing flights. Number of checked bags per inbound flight shall be provided in the LDM message in the SI field using the format: BX/f (f) (f) (f)/ (e.g. BX/36/)	Immediately after take-off.
4. PTM (Passenger Transfer Message).	IATA message format used to report transfer PAX (arriving and departing).	Immediately after take-off.
5. PAL/CAL/PSM (Passenger Service Message).	IATA message format used to report PAX requiring special assistance such as unaccompanied minors or persons with reduced mobility.	As early as possible.
6. PRL (Passenger Reconcile List) / exceptionally ICL (non-IATA standard message) may be used).	(ICL: Fiplan/FLIRT-specific message listing inbound transfer PAX.)	At the latest 24 H after flight 'arrival at CPH.
7. BSM (Baggage Source Message)	IATA message format used for baggage sorting purposes. CPH receives the BSM from SITA CUBES.	Immediately after check-in.





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