



## STANDARD GROUND HANDLING AGREEMENT

Between the company

or the owner/operator of

having its principal office at \_\_\_\_\_

represented by

Name \_\_\_\_\_

Function \_\_\_\_\_

Document/ID \_\_\_\_\_

Adress \_\_\_\_\_

Phone \_\_\_\_\_

e-mail \_\_\_\_\_

being owner or operator of the aircrafts mentioned in annex 1

hereinafter referred to as "the Customer"

and Engadin Airport AG, Piazza Aviatica 2, 7503 Samedan

hereinafter referred to as "Engadin Airport AG"

regarding

## GROUND HANDLING SERVICES PROVIDED AT THE AIRPORT OF SAMEDAN BY ENGADIN AIRPORT AG

AND/OR

## PARKING AND HANGARING AT THE AIRPORT OF SAMEDAN

### **1. Handling Services and Charges / Parking and hangaring fees**

For a single ground handling consisting of the arrival and the subsequent departure of the aircraft, Engadin Airport AG shall provide the services as set out in Annex A at the rates specified in Annex B.

Handling fees do not include taxes and fees levied by the airport such as landing fees, noise charges etc.

For parking and hangaring fees apply as set out in Annex B.

### **2. Space for Parking and Hangaring**

Customer is herewith informed that parking and hangaring space at Engadin Airport is limited. Customer consents to the fact that due to these constraints, aircraft will be parked outside and in close proximity to each other. Such arrangements ordered by Engadin Airport AG do not amount to a fault as described in Art. 7 of the General Terms and Conditions for Ground Handling Services, Parking and Hangaring by Engadin Airport AG, i.e. do not constitute intent or reckless behaviour with the knowledge that damage would probably result.

### **3. Additional Services and Charges**

All services ordered by the customer and not included in 1 (such as towing, loading and un-loading, cleaning, fuelling, line maintenance, catering) will be charged for as set out in Annex B.

Charges for additional services do not include taxes and charges levied by the airport such as fuel tax, parking fees and VAT etc.

**4. Disbursements for special additional requests**

Any disbursements for special additional requests made by Engadin Airport AG on behalf of the Client will be reimbursed by the Client at cost price plus an accounting surcharge of 30 %.

**5. Payment**

Customer accepts to pay all costs and charges incurred in connection with the ground handling services and/or parking and hangaring provided by Engadin Airport AG cash or by credit card.

**6. Duration**

**CUSTOMER ACCEPTS THAT THE GENERAL TERMS AND CONDITIONS FOR GROUND HANDLING SERVICES, PARKING AND HANGARING BY ENGADIN AIRPORT AG AT SAMEDAN AIRPORT AND ANNEX A AND ANNEX B ARE PART OF THE PRESENT AGREEMENT.**

Signature of Customer

\_\_\_\_\_

Date

\_\_\_\_\_

Name in print

\_\_\_\_\_

Signature

# GENERAL TERMS AND CONDITIONS FOR GROUND HANDLING SERVICES, PARKING AND HANGARING BY ENGADIN AIRPORT AG AT SAMEDAN AIRPORT

## **Article 1 Provision of Services**

### **1.1 General**

The services will be made available within the limit of possibilities of Engadin Airport AG and in accordance with the applicable ICAO and regulations and procedures applicable in Switzerland.

It is not considered necessary or possible to specify every detail of the services and it is generally understood what such services comprise and the standards to be attained in their performance. Engadin Airport will generally provide services as set out in Annex A of the IATA Standard Ground Handling Agreement except for cases where Engadin Airport deems such services as not applicable or practicable due to specific circumstances at Samedan Airport.

### **1.2 Documents for Ground Handling**

Documents used for ground handling and parking/hangaring will be Engadin Airport AG's own documents.

### **1.3 Schedule of Flights**

Engadin Airport AG will provide the agreed services for the Client's Aircraft for the flight operating and/or parking and hangaring on an agreed schedule at the Airport of Samedan. The Client, agrees to inform Engadin Airport AG as soon as possible about any changes of schedule and/or type of aircraft.

### **1.4 Emergency Assistance**

In case of emergency, including but not limited to forced landings, accidents or acts of violence, Engadin Airport AG shall without delay and without waiting for instructions from the Client take all reasonable and possible measures to assist passengers and crew and to safeguard and protect from loss or damage baggage, cargo and mail carried in the aircraft. The Client shall reimburse Engadin Airport AG at cost for any extra expenses incurred in rendering such assistance.

### **1.5 Additional Services**

As far as possible, Engadin Airport AG will, upon request, provide to the Client any additional services. Such services may be governed by special conditions to be agreed between the Parties.

### **Article 2 Fair Practises**

Neither Party to this Agreement shall disclose any information contained in this Agreement to outside parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

### **Article 3 Subcontracting of Services**

Engadin Airport AG is entitled to delegate any of the agreed services to subcontractors with the Client's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, Engadin Airport AG shall nevertheless be responsible to the Client for the proper rendering of such services as if they had been performed by Engadin Airport AG itself.

### **Article 4 Standard of Work**

4.1 Engadin Airport AG shall carry out all technical and flight operations services as well as other services also having a safety aspect, for example load control, loading of aircraft and handling of dangerous goods, in accordance with the Client's instructions, receipt of which must be confirmed in writing to the Client by Engadin Airport AG. In the case of absence of instructions by the Client, Engadin Airport AG shall follow its own standard practices and procedures provided they comply with the applicable ICAO and Swiss regulations and procedures.

4.2 Engadin Airport AG will carry out all other services in accordance with the Client's procedures and instructions, or as mutually agreed. In the case of absence of instructions by the Client, Engadin Airport AG shall follow its own standard practices and procedures.

4.3 Engadin Airport AG agrees to ensure that authorisations of specialised personnel performing services for the Client are kept up-to-date. If at any time Engadin Airport AG is unable to provide authorised personnel as requested by the Client, Engadin Airport AG shall inform the Client immediately.

4.4 The Client shall supply Engadin Airport AG with sufficient information and instructions to enable Engadin Airport AG to perform its handling, parking and hangaring properly.

4.5 Engadin Airport AG must report to the Client's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of Engadin Airport AG.

#### **Article 5 Remuneration**

5.1 The Client agrees to pay to Engadin Airport AG the agreed charges and to discharge all additional expenditure incurred for providing the agreed services and any additional services referred to in 1.4 and 1.5.

5.2 The charges for Ground Handling services do not include

- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Client or Engadin Airport AG in connection with the provision of services herein by Engadin Airport AG or in connection with the Client's flights.
- expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.

Such charges, fees, taxes or other expenses as outlined above shall be borne ultimately by the Client.

#### **Article 6 Payment**

Client shall pay all fees and charges either cash or by credit card. Engadin Airport may at its discretion make other arrangements for payment in writing.

#### **Article 7 Liability and Indemnity**

In this Article, all references to:

- (a) "the Client" or "Engadin Airport AG" shall include their employees, servants, agents and subcontractors;
- (b) "ground support equipment" shall mean all equipment used in the performance of ground handling services provided in connection with the agreement between the Client and Engadin Airport AG whether fixed or mobile.

7.1 Except as stated in Sub-Article 7.5, the Client shall not make any claim against Engadin Airport AG and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

(a) delay, injury or death of persons carried or to be carried by the Client;

(b) injury or death of any employee of the Client;

(c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Client,

and

(d) damage to or loss of property owned or operated by, or on behalf of, the Client and any consequential loss or damage arising from an act or omission of Engadin Airport AG in the performance of this Agreement unless done with intent to cause damage or recklessly and with the knowledge that damage would probably result.

All claims or suits arising hereunder shall be dealt with by the Client. Engadin Airport AG shall notify the Client of any claims or suits without undue delay and shall furnish such assistance as the Client may reasonably require.

7.2 The Client shall not make any claim against Engadin Airport AG in respect of damage to third parties caused by the operation of the Client's aircraft arising from an act or omission of Engadin Airport AG in the performance of this Agreement unless done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

7.3 In the case of claims arising out of surface transportation which Engadin Airport AG provides on behalf of the Client, the liability and indemnity provisions contained in these Terms and Conditions shall equally apply.

7.4 Engadin Airport AG shall not make any claim against the Client and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

(a) injury to or death of any employees of Engadin Airport AG, its servants, agents or subcontractors;

and

(b) damage to or loss of property owned or operated by, or on behalf of,

Engadin Airport AG and any consequential loss or damage arising from an act or omission of the Client in the performance of this Agreement unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

7.5 Notwithstanding Sub-Article 7.1(d), Engadin Airport AG shall indemnify the Client against any physical loss of or damage to the Client's Aircraft caused by Engadin Airport AG's act or omission provided always that Engadin Airport AG acted with intent to cause damage or recklessly and with knowledge that damage would probably result. In such a case, Engadin Airport AG's liability shall be limited to any such loss of or damage to the Client's Aircraft in an amount not exceeding the proven level of deductible under the Client's Hull All Risk Policy and such compensation shall not, in any event, exceed SDR 200'000 (special drawing rights) Loss or damage in respect of any incident below SDR 2'000 shall not be indemnified.

This Sub-Article 7.5 shall not be ground for any claim for consequential loss incurred in connection with physical loss of or damage to the Client's Aircraft.

For the avoidance of doubt, save as expressly stated, this Sub-Article 7.5 does not affect or prejudice the generality of the provisions of Sub-Article 7.1 including the principle that the Client shall not make any claim against Engadin Airport AG and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

#### **Article 8 Governing law and Place of Jurisdiction**

The Agreement between the Client and Engadin Airport AG is subject to Swiss law and namely the Swiss Code of Obligation. **Place of Jurisdiction is Samedan, Switzerland.**

#### **Article 9 Duration, Modification and Termination**

9.1 This Agreement shall be effective from the moment Engadin Airport AG starts to provide the agreed Ground Handling Services. It shall supersede any previous arrangements between the Parties regarding Ground Handling Services by Engadin Airport AG. Modification of, or additions to this Agreement shall be in writing only.

9.2 The present Agreement is valid for handling, parking and hangaring of all Aircraft of Client at Samedan Airport. Either Party can terminate this contractual relationship as of the end of a calendar month, notifying the other party at least 3 months before such termination date by registered mail.

9.3 Engadin Airport AG may terminate this Agreement immediately and refuse to accept aircraft of Client for handling, parking or hangaring in case Client has failed to abide by any provision of the present Agreement or any statutory provision applicable at Samedan airport, including but not limited to the payment of fees.

9.4 Either Party may terminate this Agreement at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.

9.5 Both Parties shall be exempt from obligation if prompt notification is given by either Party in respect of any failure to perform its obligations under this Agreement arising from any of the following causes;

- labour disputes involving complete or partial stoppage of work or delay in the performance of work;
- force majeure or any other cause beyond the control of either Party.

9.6 In the event of the Agreement or part thereof being terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to termination.

9.7 When changes occur in the schedule or type of aircraft which affect the handling costs, either Party shall have the right to request an adjustment to the handling charges as from the date of the change.

Samedan, October 2008  
Engadin Airport AG

Signature of Customer accepting the above General Terms and Conditions and Annex A and Annex B:

\_\_\_\_\_

Date

\_\_\_\_\_

Name in print

\_\_\_\_\_

Signature

## **Annex A – Ground Handling Services contracted by Client**

### **Representation, Administration and Supervision**

General  
Administrative Functions  
Supervision and/or Co-ordination of Services  
Contracted by the Client with Third Party(ies)

### **Passenger Services**

General  
Departure  
Arrival  
Remote/Off Airport Services  
Intermodal Transportation by Rail or Road

### **Ramp Services**

Baggage Handling  
Marshalling  
Parking  
Cooling and Heating  
Loading and Unloading  
Starting  
Safety Measures  
Moving of Aircraft  
Exterior Cleaning (on request)  
Interior Cleaning (on request)  
Toilet Service  
Water Service  
Cabin Equipment  
Storage of Cabin Material  
Catering Ramp Handling  
De-Icing/Anti-Icing Services and Snow/Ice Removal

## **Annex B – Fees for Ground Handling Services, Parking and Hangaring at Engadin Airport**

This Annex is published at the office of Engadin Airport AG and on our webpage [www.engadin-airport.ch](http://www.engadin-airport.ch)