

## **Rules of Conduct for Ground Handling at Cork Airport**

### **BACKGROUND:**

daa Cork Airport, daa Aerfort Chorcaí (hereinafter called “daa Cork Airport”) is the “managing body” of Cork Airport (hereinafter called “the Airport”) for the purposes of the European Communities (Access to the Groundhandling Market at Community Airports) Regulations, 1998 (S.I. No. 505 of 1998) (hereinafter called “the Regulations”).

These Rules of Conduct apply to any person (hereinafter called “the Handler”) who is for the time being an “approved supplier” of ground handling services and/or an “approved self-handler” under the Regulations, and who engages in ground handling activity at the Airport.

These Rules of Conduct shall take effect from the 01st day of September 2002.

### **THE FOLLOWING RULES OF CONDUCT FOR THE PURPOSES OF THE REGULATIONS SHALL APPLY AT CORK AIRPORT:-**

In these Rules of Conduct the headings are for convenience and ease of reference only and shall not affect interpretation.

#### **Preliminary**

1. The Handler shall, in engaging in the provision of the Services at the Airport, be subject to these Rules of Conduct (which term shall be deemed to include any amendment hereto or any replacement hereof), and to all public general law and Regulation for the time being applicable.
2. The Handler, in engaging in the provision of the Services at the Airport, is deemed to agree to comply with these Rules of Conduct and all obligations hereunder. Without prejudice to the generality of the foregoing, the Handler shall further observe all obligations (including in relation to the Facilities) imposed upon it under any applicable public general or private law and Regulation applicable to it or to the Services.
3. The Handler shall at all times hold an approval granted by either the Minister or Commission of Aviation Regulation under the Regulations, where such approval may for the time being be required, and shall comply with any conditions therein and any restrictions thereto.

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4. These Rules of Conduct shall prevail over previous arrangements, agreements or understandings (whether or not in writing) between daa Cork Airport and the Handler governing the provision of the Services at the Airport.
5. The Handler shall not permit any party to provide the Services or any of them on its behalf, without the prior written agreement of daa Cork Airport. Where a third party provides a ground handling activity on behalf of the Handler, such party shall be subject to these Rules of Conduct in their entirety.
6. The Handler may not assign the benefit of the Minister's approval under the Regulations.
7. The Handler acknowledges, accepts and agrees, that daa Cork Airport's role includes, so far as these Rules of Conduct are concerned, the operation and development of the Airport and the provision and management of airport facilities at the Airport and that as such the Handler shall not carry out any act or shall not by any omission (nor shall it encourage third parties to carry out any act or make any omission) which may cause any prejudice to or which shall interfere with the proper execution of such role by daa Cork Airport.

### Capacity

8. In engaging in the provision of the Services at the Airport, the Handler warrants to daa Cork Airport that it has full capacity (internal and external, corporate as well as regulatory) to enter into and perform its obligations in relation to ground handling.

### Facilities

9. These Rules of Conduct shall prevail over previous arrangements, agreements or understandings (whether or not in writing) between daa Cork Airport and the Handler governing the provision of the Facilities, save however in respect of agreements in respect of Facilities of any sort which are in place between daa Cork Airport and the Handler and which daa Cork Airport deem suitable to continue for the time being.
10. Any office, desk or other accommodation consisting of physical space in or rights pertaining to real or leasehold property or other facilities which may be made (or have already been made) available to the Handler to enable it to perform its handling function in respect of the Services may be subject to separate agreement, licence or other arrangement.
11. These Rules of Conduct shall, to the extent of inconsistency or conflict, prevail over any agreement in respect of the Facilities at the Airport.

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12. Subject to public general law, daa Cork Airport gives no warranty or assurance as to the condition, safety or suitability for any purpose of the Facilities or any equipment, fittings or systems therein or associated therewith.

### Use of Infrastructure

13. The Handler shall use such infrastructure or other elements of the Facilities as may be determined by daa Cork Airport and notified to the Handler by way of Airport Instruction or otherwise.

### Standards

14. The Handler shall observe the Standards but without prejudice to an overall obligation to perform the Services in an efficient, safe and secure way. The Handler shall further observe those standards, resolutions or recommended practices of relevant organisations as might be advised to the Handler from time to time by Airport Instruction.

### Charges

15. The Handler shall pay to daa Cork Airport the charges that are applicable to the Handler in respect of the Facilities and/or the provision of the Services at such times and in accordance with such terms as may be specified by daa Cork Airport and as they may be revised from time to time.
16. All charges payable by the Handler shall be subject to value added tax and any other taxes, levies, rates, imposts, service charges or other overheads applicable thereto or suffered by daa Cork Airport in respect thereof and, where daa Cork Airport deems it appropriate, in accordance with an apportionment between the Handler and other persons.
17. The Handler shall deliver to daa Cork Airport in a format determined by daa Cork Airport and within the time limit set down by daa Cork Airport all such forms, documents, returns, statistics, information or other matters as may reasonably be required by daa Cork Airport for the purpose of billing, statistical or any other financial purpose.
18. Invoices served by daa Cork Airport on the Handler shall, save in the case of manifest error, be conclusive evidence as to the sum owing. Any shortcomings or inaccuracies resulting from information provided by the Handler shall be the responsibility of Handler and the Handler shall pay interest on any underpayments, expenses or otherwise to daa Cork Airport.

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### Indemnities and Insurance

19. The Handler shall indemnify, save harmless and keep indemnified daa Cork Airport and its agents against all liabilities, actions, proceedings, claims, losses, damages, costs and demands whether for personal injury (including injury resulting in death) or for damage or loss to property (whether real or otherwise) including the property of daa Cork Airport or otherwise arising which may be made against daa Cork Airport and/or others including the Handler or its agents arising (whether at common law or statute or otherwise) out of or in connection with anything done, permitted or omitted by the Handler, his servants or agents.
20. The Handler shall effect and maintain, without limiting the Handler's liability in this regard, insurances against risks arising from the provision of the Services, in such sums and in accordance with such terms as are set forth by daa Cork Airport.
21. The Handler shall possess current public/products liability insurance cover for airside activities with an indemnity limit of not less than €127 million, or such sum as may be revised from time to time. Cover shall include both personal injury and property damage up to the full policy limit. The policy shall contain a Cross Liability Clause and have daa Cork Airport named as joint insured, but excluding any claims arising from the negligence of daa Cork Airport. It should also carry a war risk , terrorist and allied perils endorsement (clause AVN52C) up to the required limit of €127 million. From 31<sup>st</sup> October 2002, war risks, terrorist and allied perils cover has been temporarily relaxed from €127 million to not less then US\$50 million in respect of any one incident and in the annual aggregate and that the cover is reinstated once exhausted.
22. The Handler shall possess current public/products liability insurance cover for landside activities with an indemnity limit of not less than €6.35 million, or such sum as daa Cork Airport may from time to time advise. The policy shall contain a Cross Liability Clause and have daa Cork Airport named as joint insured, but excluding any claims arising from the negligence of daa Cork Airport.
23. The Handler shall possess a current employers' liability insurance policy with an indemnity limit of not less than €12.7 million.
24. The Handler shall possess a current motor insurance policy issued under or in compliance with the Irish Road Traffic Acts, with unlimited liability for personal injury. Property damage cover may be limited provided that excess cover is placed on the Handler's public liability policy up to the indemnity limit of €127 million on that policy. The motor policy shall

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include a specific extension permitting the Handler to use vehicles airside at airports.

25. The Handler shall complete a self-certification insurance form confirming that the policies contain a cross liability clause and have daa Cork Airport named as a joint insured but excluding any claims arising from the negligence of daa Cork Airport.

### Compliance

26. The Handler shall at all times comply and ensure compliance by its agents with the Regulations and with applicable Regulation especially that pertaining to safety and security, the environment, all public general or local law and the requirements of any competent regulatory authority, Airport Instruction, Airport Bye-Laws, Airport Directives/Aerodrome Manual and Aerodrome Notices.
27. The Handler shall at its own expense obtain, renew and maintain in full force and effect where appropriate, all approvals, permits, licences and authorisations necessary to provide the Services including, without limitation, licences pertaining to aircraft maintenance, telecommunications and similar facilities, and, where applicable, an Aircraft Operator's Certificate, and shall ensure that same are operated in strict accordance with all Regulation for the time being in force.

### Provision of Services

28. The Handler shall ensure that it can provide the Services in respect of all aircraft of Airport Users with which it contracts on a 24 hour a day, 7 day a week basis as required.
29. The Handler shall provide to daa Cork Airport and in a format specified by daa Cork Airport, by or on the 1st March of each year, and otherwise on request, a return in respect of the Services including, where applicable, information pertaining to passenger and freight and mail throughputs, baggage statistics, fuel throughputs, aircraft movements and all other relevant matters; an up-to-date list of Airport Users with which it contracts and the Services it provides to each Airport User; and a list of the published prices charged for the time being by the Handler.
30. The Handler shall seek the prior consent of daa Cork Airport in respect of any proposed changes to the Services it performs on its own behalf and/or on behalf of any Airport User. It shall give daa Cork Airport reasonable notice, such notice to identify the nature and reason for any change and its proposed date of implementation, and daa Cork Airport may attach such conditions as it sees fit.

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31. To the extent that it shall be required by daa Cork Airport by way of Airport Instruction, the Handler shall perform any of the Services, or other such services as daa Cork Airport may direct at any time, for or to the benefit of any Airport User.
32. Where the Handler, on behalf of an Airport User, undertakes to pay any fees due by such Airport User to daa Cork Airport, it shall indemnify, save harmless and keep indemnified daa Cork Airport in respect of any default in respect of payments for which the Handler is thereby responsible and if so requested by daa Cork Airport shall put in place a bond or other appropriate financial security in respect of such payment obligations.
33. The Handler shall endeavour to resolve any complaints made by an Airport User regarding the cost or standard of Services being offered or supplied to it by the Handler. daa Cork Airport reserves the right to intervene at the request of either party or on its own initiative to attempt to resolve matters and daa Cork Airport's decision in this respect shall, without prejudice to the rights of the parties concerned, be final and conclusive.

### Safety and Security

34. The Handler shall co-operate fully with daa Cork Airport at all times with regard to matters of safety and security and shall actively support and promote all safety and security initiatives at the Airport.
35. The Handler shall participate and co-operate in safety audits and inspections and shall provide such information relating to safety and security as daa Cork Airport may reasonably request from time to time.
36. The Handler shall possess a Safety Statement prepared pursuant to the Safety Health and Welfare at Work Act, 1989 and shall ensure that its staff are familiar with and understand the co-operation required from them as regards safety, health and welfare under the Safety Statement or otherwise. The handler shall complete on request a self certification form confirming that the Safety Statement has been compiled in compliance with current legislation.
37. All incidents, accidents, spillages or breaches of safety or security, including those involving persons, property or aircraft shall be communicated immediately by the Handler to daa Cork Airport, and to any other relevant agency in accordance with Regulation.
38. The Handler shall co-operate with daa Cork Airport in any investigation that may be appropriate in respect of any incident on the Airport. The Handler shall promptly investigate any accident, incident or breach of



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safety or security involving its own operations and shall promptly provide details of such investigation to daa Cork Airport.

39. The Handler shall take all practicable steps to prevent fire or fire risks and shall ensure that adequate and suitable fire fighting equipment is readily available and easily accessible in respect of all its operations at the Airport.

### **Crisis and Contingency Planning**

40. The Handler shall have and submit to daa Cork Airport for assessment, and on approval be in a position to implement, an Accident/Emergency Plan for the Airport in respect of its operations, and shall provide at its own cost adequate resources for participation in emergency exercises as arranged and co-ordinated by daa Cork Airport and at intervals determined by daa Cork Airport.
41. The Handler shall ensure that all Airport Users contracting with such Handler have a suitable Emergency Plan for the Airport and Ireland. In the event of an accident or emergency, the Handler may be designated by daa Cork Airport to act as Co-ordinator and upon such designation shall liaise with daa Cork Airport and shall co-ordinate the activities of all other handlers involved.
42. In the event of an accident or emergency occurring at the Airport the Handler shall co-operate in the provision of equipment and resources or otherwise, as and when directed by daa Cork Airport, and in such a way as not to detract from or prevent the ongoing safe operation of the Airport.
43. The Handler shall fulfil or assist in fulfilling any obligation of an Airport User with which it contracts including, without limitation, removing disabled aircraft.
44. In the event of threatened and/or actual disruption of service, and as soon as it comes to the notice of the Handler, the Handler shall submit a Contingency Plan to daa Cork Airport for approval and shall agree with daa Cork Airport arrangements for its implementation. The Handler shall at all times use its best endeavours to resume full service as soon as reasonably practicable.

### **Liability**

45. The Handler accepts that under no circumstances shall daa Cork Airport be liable for the negligence, default, breach of duty or otherwise of the Handler nor shall daa Cork Airport be liable or responsible for the receipt, approval or otherwise of plans, reports, information or

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communications submitted to daa Cork Airport by the Handler in accordance with the Handler's obligations under these Rules of Conduct.

### Employment and Training

46. The Handler shall ensure that all staff deployed by it at the Airport are persons of good character and integrity and have the requisite skill for the safe and efficient performance of their duties.
47. The Handler shall ensure that its staff undergo appropriate training requisite to the proper and safe discharge of their functions prior to commencing work on the Airport. Such training shall meet the standards set down by daa Cork Airport from time to time. daa Cork Airport shall monitor and audit such training and may make such directions in relation thereto as it may deem appropriate.
48. The Handler shall ensure that its staff obtain the Access Permits issued by daa Cork Airport and display them clearly at all times whilst on the Airport. The Handler shall ensure that its staff comply at all times with the conditions pertaining thereto.
49. The Handler shall ensure that all staff are competent in the English language and are familiar with all relevant aviation terminology.
50. The Handler shall ensure that all staff have sufficient awareness of the powers of Authorised Officers and Authorised Persons under the Air Navigation and Transport Acts.

### Vehicles and Equipment

51. The Handler shall provide and maintain at its own expense the vehicles and equipment necessary for the provision of the Services.
52. Vehicles and equipment shall not be introduced onto the Airport by or on behalf of the Handler without the prior approval of daa Cork Airport as to their nature, purpose, specification and condition.
53. The routing, positioning and parking of the Handler's vehicles and equipment on the Airport shall at all times be subject to the control of daa Cork Airport and the Handler shall at all times comply with all Regulation relating to such vehicles and equipment and the movement thereof on the Airport.
54. The Handler shall be responsible for the safe custody and handling of all vehicles and equipment and shall ensure that all vehicles and equipment are handled and stored in such a manner that they do or will not cause



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- injury, loss, damage or death to persons or damage to property or to the environment.
55. The Handler shall ensure that all vehicles and equipment are maintained in a safe condition and in good working order and that they comply with all Regulation from time to time in force and all Irish and EU standards from time to time recommended in relation thereto.
  56. The Handler shall ensure that all vehicles and equipment are operated by trained and properly qualified operators only.
  57. The Handler shall immediately remove from the Airport and at its own expense, any vehicles or equipment which are found to be defective or unserviceable or if so directed by daa Cork Airport.
  58. All vehicles and equipment introduced onto the Airport by or on behalf of the Handler shall be for the purposes of ground handling only, and upon cessation of operation the Handler shall be remove from the Airport all such vehicles and equipment owned by it or held by it under hire or rental agreements.
  59. The Handler shall promptly notify daa Cork Airport on becoming aware of any defect in or malfunction of any of daa Cork Airport's equipment, plant or systems.

### Operating Practices

60. The Handler and its agents shall, subject to the prior approval of daa Cork Airport, enter only those areas necessary for the provision of the Services. The Handler shall strictly observe all Regulation relating to the manoeuvring area.
61. The Handler shall not in its performance of the Services infringe upon other handlers operating at the Airport.
62. The Handler shall ensure that all persons, baggage, freight/mail and equipment for which the Handler is responsible enter, operate within and leave the terminal and apron areas strictly in accordance with all relevant procedures and arrangements of daa Cork Airport and/or any relevant public authority in force at the Airport.
63. The Handler shall notify daa Cork Airport and agree procedures with daa Cork Airport in advance in respect of any special handling arrangements outside the normal course of business. The Handler shall

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be responsible for implementing any procedures so approved by daa Cork Airport.

64. Subject to the right of daa Cork Airport as to over-riding control and direction, the Ramp Handler shall assume overall responsibility for the turnaround of the aircraft and shall co-ordinate the activities of all other handlers associated therewith, which handlers shall be obliged to co-operate in this matter. The Ramp Handler shall be responsible for liaising with daa Cork Airport on matters regarding the aircraft movement, including in respect of passengers, baggage, freight and mail, until the aircraft has departed the Airport or, in the case of inbound aircraft, is parked on stand.
65. The Handler shall participate in any meetings, committees and/or consultative processes with daa Cork Airport as are deemed by daa Cork Airport to be necessary or desirable for the safe, secure or proper functioning of the Airport.

### Signage

66. The Handler shall not erect or permit or suffer to be erected at the Airport any placard, poster, electric sign or other advertisement or sign whatsoever without the previous approval in writing of daa Cork Airport.
67. The Handler shall provide, erect and maintain at its own expense any advertisement or sign so approved by daa Cork Airport and shall remove any such advertisement or sign at its own expense when requested to do so by daa Cork Airport.
68. The Handler shall pay to daa Cork Airport any rent or other charges reasonably imposed by daa Cork Airport in respect of any advertisement or sign and shall pay all taxes, rates and/or other assessments which may be or become payable in respect of any advertisement or sign.

### Provision of Information

69. The Handler shall maintain and provide to daa Cork Airport all information and statistics pertaining to the provision of the Services (including in relation to delay analysis) required under relevant legislation, the Airport Operation System (AOS) and/or any agreement pertaining thereto or otherwise, when directed by daa Cork Airport and in a format directed by daa Cork Airport, and shall retain and keep proper all records for inspection by daa Cork Airport or its agents for such period as set down by daa Cork Airport.

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70. The Handler shall use such cabling and other systems as directed from time to time by daa Cork Airport.

### Confidentiality

71. The Handler shall keep confidential all information pertaining to Airport Users with which it contracts and which comes to its knowledge during the course of its business.
72. The Handler shall keep confidential any information classified as such that is provided by daa Cork Airport to the Handler. Such information must not be disseminated or communicated in any way by the Handler save only to:-
- its employees on a need to know basis;
  - to a third party if required for the purposes of these Rules, and only with the express consent of daa Cork Airport (provided always that such persons are bound by obligations of confidentiality in respect of such information);
  - to any regulatory authority if required by law.

### Right of Audit

73. The Handler shall be subject to a monitoring and audit procedure by daa Cork Airport in respect of its provision of the Services at the Airport.
74. The Handler shall be subject to audit by daa Cork Airport or its agents in respect of its financial and statistical returns.
75. The Handler shall grant daa Cork Airport access to records and data retained by the Handler, whether in paper format or electronically, for auditing purposes.

### Cessation

76. Without prejudice to the rights of daa Cork Airport in this regard, daa Cork Airport may direct the Handler to cease operations at the Airport in any of the following circumstances:
- if the safety or essential operation or development of the Airport so requires;

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- if any payment or part thereof to be made by the Handler to daa Cork Airport shall be in arrears and remain unpaid from the due date whether demanded or not;
- if the Handler refuses at any time to supply daa Cork Airport with the information required in relation to billing or any other financial purpose;
- if the Handler or any of its agents or employees shall have committed or knowingly permitted a material breach of these Rules of Conduct and shall have failed to remedy such breach to the reasonable satisfaction of daa Cork Airport within thirty (30) days of being notified in writing of same by daa Cork Airport;
- if the Handler is guilty of material breach of these Rules of Conduct or Regulation and daa Cork Airport believes that such breach poses a significant threat to the interests of daa Cork Airport, the Airport, other handlers, Airport Users or the public;
- If the Handler:
  - is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing a liquidator of or winding up such Handler; or
  - suffers an encumbrancer to take possession, or to exercise or attempt to exercise any power of sale or suffers a receiver or examiner to be appointed, over the whole or any part of the undertaking, property, assets or revenues of such Handler; or
  - stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of Section 214 of the 1963 Companies Act; or
  - without the prior consent in writing of daa Cork Airport, ceases or threatens to cease to carry on its business or a significant part thereof in the normal course
  - or if daa Cork Airport has reason to believe that any of the foregoing events may occur or if any event occurs or proceedings are taken with respect to the Handler in any jurisdiction to which the Handler is subject which has an effect equivalent or similar to any of the events mentioned above;
  - if the Handler experiences a Change of Control and such Change of Control has not been approved by daa Cork Airport; or
  - in the event of Force Majeure (including but not by way of limitation war, national emergency, flood, earthquake, strike or lockout induced by the party so incapacitated).

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77. Where the Handler is directed to cease providing the Services or any of them at the Airport for any reason whatsoever under these Rules of Conduct, it shall be without prejudice to any right of action or remedy of daa Cork Airport in respect of any antecedent breach of these Rules of Conduct by the Handler.
78. Upon ceasing to provide the Services or any of them at the Airport the Handler shall be required to vacate or return any Facilities provided to it by daa Cork Airport in respect of the provision of those Services and shall take such steps as may be necessary or desirable to facilitate this.
79. It is agreed that upon cessation the Handler shall enjoy no rights in contract, under statute, common law or otherwise to the renewal of any of the Facilities save as may be accorded under any renewal expressly granted by daa Cork Airport.

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### General Rules

80. The rights and remedies provided under these Rules of Conduct are without prejudice to any rights or remedies provided under public general law.
81. These Rules of Conduct shall not create any relationship of agent and principal between daa Cork Airport and the Handler in relation to the provision by the Handler of the Services or otherwise. No tenements, proprietary interests or other interests in land are hereby created under these Rules of Conduct.
82. Any notice or other document required or authorised to be given by either the Handler or daa Cork Airport to the other under these Rules of Conduct shall be in writing and shall be sent by pre-paid registered or recorded delivery post to the other at the address specified by each for such purpose or such other address as may be specified by either by notice to the other from time to time. Any such notice shall operate and be deemed to have been served at the expiration of 14 days after it is posted. In proving such service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.
83. In the event that any Rule hereof shall be declared void or unenforceable by any Court or tribunal of competent jurisdiction, such Rule shall be severable. However, if such Rule would have been valid or enforceable if it had been in lesser terms (including geographic, temporal or monetary) then it shall be deemed to have been written in such lesser terms from the date hereof.
84. The Handler agrees that a bank certificate in relation to its records and/or data shall, save in the case of manifest error, constitute conclusive evidence of the facts pertaining thereto and shall be admissible as evidence in court, tribunal or otherwise.
85. A reference in these Rules to any statute, enactment, order, regulation, directive, or other similar instrument shall be construed as reference to such documents as amended, extended, repealed, revoked or replaced from time to time.
86. Any amendments made from time to time to these Rules of Conduct shall be promulgated by daa Cork Airport which shall make the definitive terms available free of charge at all times during business hours. daa Cork Airport shall endeavour to notify the Handler of amendments to these Rules of Conduct which are applicable to the Handler. daa Cork Airport reserves the right to publish or advertise these Rules of Conduct or elements hereof in such manner as it sees fit. The foregoing is without prejudice to the exercise by daa Cork Airport of general or specific powers in that behalf arising outside these Rules of Conduct.



## SUPPLEMENT TO THE RULES OF CONDUCT

### LIST OF DEFINITIONS

Save as otherwise provided herein or unless the context otherwise requires, expressions or definitions employed in these Rules shall have the same meaning as those defined in the Regulations.

**“Access Permit”** means a permit issued by daa Cork Airport identifying the person to whom it is issued as being in the employ of the Handler and authorising that person to access those parts of the Airport and to carry out those functions as specified thereon for the time being. Access Permits are subject to the right of daa Cork Airport to deny access at certain times and in certain circumstances.

**“Airport Instruction”** means a notice, direction or other form of communication issued (whether or not in writing) by or on behalf of daa Cork Airport in connection with the Airport or applicable generally to one or more daa Cork Airport airports in Ireland and, for the avoidance of doubt, includes Airport Directives/Aerodrome Manual and Aerodrome Notices (whether or not applicable exclusively to the Handler).

**“Airport User”**, for the purposes hereof, means any natural or legal person responsible for the carriage of passengers, mail and/or freight by air to or from the Airport.

**“Airside” or “Airside Areas”** means the movement area of the Airport, adjacent terrain and buildings or portions thereof, as delineated or determined from time to time by daa Cork Airport and to which access is controlled by daa Cork Airport.

**“Change of Control”**, for the purposes hereof, means a situation in which the Handler becomes the associated company of another entity. An entity shall be treated as another company’s associated company at a particular time if, at that time or at any time within one year previously, one of the two companies has control of the other company, or both companies are under the control of the same person or persons. A person shall be taken to have control of a company if such person exercises, or is able to exercise or is entitled to acquire, control, whether direct or indirect, over the company’s affairs, and in particular, but without prejudice to the generality of the foregoing, if such person possesses or is entitled to acquire –

- (a) the greater part of the share capital or issued share capital of the company or of the voting power in the company,
- (b) such part of the issued share capital of the company as would, if the whole of the income of the company were distributed among the participators

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(without regard to any rights which such person or any other person has as a loan creditor), entitle such person to receive the greater part of the amount so distributed, or

(c) such rights as would, in the event of the winding up of the company or in any other circumstances, entitle such person to receive the greater part of the assets of the company which would then be available for distribution among the participators.

Without prejudice to the generality of the foregoing, where two or more persons together satisfy any of the conditions above, they shall be taken to have control of the company.

**“Dublin InterBank Office Rate (DIBOR)”** means the arithmetic mean (rounded to the nearest four (4) places of decimals) of the rates per annum (for the period for which the disputed amount remains outstanding) after eliminating the highest and lowest of the rates (save that, if there are less than four (4) different rates, the arithmetic mean will be determined in respect of all of the rates) as viewed on the Reuters Monitor Screen Page DIBOR, at which IR£ deposits (in an amount equal to or approximately equal to the disputed amount) are offered by banks in the Dublin Interbank Market at or about 11.00am and if less than four (4) or no quotations are available on the Reuters Monitor Screen Page DIBOR, the settlement rate will be calculated as above, on the basis of quotations by phone from banks contributing to the above page or, when appropriate, its replacement, EURIBOR.

**“Facilities”** means such accommodation, infrastructure, land, concessions, licences, utilities or other small facilities on foot of any arrangement or agreement (whether or not in writing) accorded by daa Cork Airport and enjoyed by the Handler for the time being and from time to time.

**“Landside Areas”** means those areas of the Airport other than Airside Areas.

**“Manoeuvring Area”** means that part of the Airport used for the take-off, landing and taxiing of aircraft, excluding aprons.

**“Minister”** means the Minister for Public Enterprise, Trade and Employment and his or her successors.

**“Movement Area”** means that part of the Airport used for the take-off, landing and taxiing of aircraft consisting of the manoeuvring area and the aprons.

**“Regulation”** means regulation under any applicable public general or private law or by any competent regulatory authority (including, without limitation, the Minister and/or the Commission for Aviation Regulation) as well as by daa Cork Airport under these Rules of Conduct and under the relevant Airport Bye-Laws, the Aeronautical Information Publication, contract, licence, Airport

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Instruction, or by any other means or on any other basis, and includes oral instructions.

**“Services”** means those of the ground handling services set out in this Supplement which the Handler provides for the time being, and such other services as are or shall from time to time be agreed between the Handler and daa Cork Airport in such terms as may be agreed between them in writing, and in respect of which the Handler shall at all times have an approval from the Minister where such approval may for the time being be required.

**“Standards”** means those standards advised by daa Cork Airport from time to time as being applicable in respect of the Services.

## LIST OF GROUND HANDLING SERVICES

### Schedule 1

#### 1. Ground Administration and Supervision, comprising:

- 1.1 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;
- 1.2 load control, messaging and telecommunications;
- 1.3 handling, storage and administration of unit load devices;
- 1.4 any other supervision services before, during or after the flight and any other administrative service requested by the airport user.

#### 2. Passenger Handling, comprising:

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. Freight and Mail Handling, comprising:

- 3.1 for freight: handling of related documents, customs procedures and implementation of any security procedure agreed between the parties or required in the circumstances;
- 3.2 for mail: handling of related documents and implementation of any security procedure between the parties or required by the circumstances.

#### 4. Aircraft Services, comprising:

- 4.1 the external and internal cleaning of the aircraft, and the toilet and water services;
- 4.2 the cooling and heating of the cabin, the removal of snow and ice, the de-icing of the aircraft;
- 4.3 the rearrangement of the cabin with suitable cabin equipment, the storage of this equipment.

#### 5. Aircraft Maintenance, comprising:

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- 5.1 routine services performed before flight;
- 5.2 non-routine services requested by the airport user;
- 5.3 the provision and administration of spare parts and suitable equipment;
- 5.4 the request for or reservation of a suitable parking and/or hangar space.

### **6. Flight Operations and Crew Administration, comprising:**

- 6.1 preparation of the flight at the departure airport or at any other point;
- 6.2 in-flight assistance, including re-dispatching if needed;
- 6.3 post-flight activities;
- 6.4 crew administration.

### **7. Surface Transport, comprising:**

- 7.1 the organisation 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.
- 7.2 any special transport requested by the airport user.

### **8 Catering Services, comprising:**

- 8.1 liaison with suppliers and administrative management;
- 8.2 storage of food and beverages and of the equipment needed for their preparation;
- 8.3 cleaning of this equipment;
- 8.4 preparation and delivery of equipment as well as of bar and food supplies;

# Application for Ground Handling at Cork Airport

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## Schedule 2

### 1. **Baggage Handling, comprising:**

handling baggage in the sorting area, sorting it, preparing it for departure, loading it onto 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.

### 2. **Freight and Mail Handling, as regards:**

the physical handling of freight and mail whether incoming, outgoing or being transferred between the air terminal and the aircraft.

### 3. **Ramp Handling, comprising:**

- 3.1 marshalling the aircraft on the ground at arrival and departure;
- 3.2 assistance to aircraft parking and provision of suitable devices;
- 3.3 communication between the aircraft and the airside supplier of services;
- 3.4 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;
- 3.5 the provision and operation of appropriate units for engine starting;
- 3.6 moving of aircraft at arrival and departure, as well as the provision and operation of suitable devices;
- 3.7 the transport, loading onto and unloading from the aircraft of food and beverages.

### 4. **Fuel and Oil Handling, comprising:**

- 4.1 the organisation and execution of fuelling and fuelling operations, including the storage of fuel and the control of the quality and quantity of fuel deliveries;
- 4.2 the replenishing of oil and other fluids.



## Receipt of Rules of Conduct for Ground Handling

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I ..... (Name) acting on behalf of  
..... (Company Name) hereby acknowledge receipt  
of the rules of Conduct for Ground Handling

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**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please Sign & return to:**

Eamon O'donovan,  
Head of Operations and Terminal Facilities,  
Cork Airport,  
T12 P5NF

T: 00353-21-4329 792  
email: eodonovan@corkairport.com



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