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| Appendix 2to the Rules for groundhandling at airports |

Model agreement on the provision of ground handling services

      (name of the airport operator), hereinafter referred to as the “Airport”, represented by (position, surname, name, patronymic (if any) of the head of the Airport), acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one part and (the full name of the Supplier or airline), hereinafter referred to as the “Supplier” or “Airline”, represented by (position, surname, name, patronymic (if any), acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other part, hereinafter collectively referred to as the “Parties”, have entered into this agreement on the provision of ground handling services in the territory of the airport and have agreed as follows:

      1. Scope of the Agreement

      The Supplier undertakes to provide ground handling services: (indicate the type of ground handling services) at the airport at the rates (indicate the rates for the types of ground handling services), and the Airport undertakes to provide access to the airport infrastructure necessary for the provision of ground handling services (indicate the name of the infrastructure item).

      Note: When concluding an agreement with an Airline, the scope of the agreement is the provision of ground handling services by the airline only for its own aircraft, passengers, baggage, cargo and mail.

      2. Obligations of the Parties

      2.1. The Supplier or the Airline undertakes:

      1) to ensure full and proper performance of the obligations under the Agreement;

      2) when providing ground handling services, to ensure compliance with the requirements for flight safety and aviation security established in accordance with the legislation on civil aviation of the Republic of Kazakhstan;

      3) to provide ground handling services on equal terms for service consumers, when providing ground handling services at the airport;

      4) when performing its obligations under the Agreement, to ensure compliance of the provided services with relevant requirements of the legislation on civil aviation of the Republic of Kazakhstan, international standards and recommended practices of the International Civil Aviation Organization;

      5) to make the compensation payment in the manner and within the time frames established by this Agreement;

      6) to timely notify the Airport of changes in the cost of ground handling services;

      7) on the first demand of the Airport, to provide information on the progress in fulfilling obligations under the Agreement;

      8) to compensate the Airport in full for the losses caused to it by improper fulfillment of the terms of the Agreement by the Supplier or the Airline and (or) illegal actions.

      9) not to transfer its obligations under this Agreement to anyone without the written consent of the Airport.

      Note: subparagraphs 3) and 6) of paragraph 2.1 are not included in the obligations of the Airline.

      2.2. The Supplier has the right:

      1) to require the Airport to fulfill obligations under this Agreement;

      2) to require the Airport to keep the infrastructure and equipment of the Airport in working condition.

      2.3. The Airport undertakes:

      1) to provide access to the airport infrastructure necessary for the provision of ground handling services;

      2) to provide access to the airport for specialists of the Supplier or the Airline to provide ground handling services;

      3) if the provided ground handling services are found to be non-compliant, to immediately notify the Supplier or the Airline thereof in writing;

      4) to compensate the Supplier or the Airline in full for the losses caused to it by improper fulfillment of the terms of the Agreement by the Airport and (or) illegal actions.

      2.4. The Airport has the right:

      1) to check the quality of provided ground handling services;

      2) to suspend the personnel and technical equipment of the Supplier or the Airline in case of their violation or non-compliance with the requirements for ensuring flight safety and aviation security at the airport.

      3. Value of the Agreement and terms of payment

      3.1. The Supplier or the Airline makes a compensation payment in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_. The compensation payment is set in an amount not exceeding the sum of its expenses for maintaining relevant infrastructure in serviceable condition, including current and major repairs and utility costs, taking into account an acceptable level of profitability.

      3.2. The amount of a forfeit in case of overdue deadline for the compensation payment paid by the Supplier or the Airline to the Airports \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

      (indicate in % of the total value of the agreement or a fixed amount for each day of delay).

      3.3. The payment of the forfeit (fine, penalty) does not exempt the Parties from the fulfillment of their obligations under this Agreement.

      4. Duration and termination of the Agreement

      4.1. The Agreement comes into force on the day of its signing and is valid until

      "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

      4.2. The Agreement may be terminated by consent of the Parties.

      5. Notification

      5.1. Any notification that one Party sends to the other Party under the Agreement shall be sent by registered mail.

      5.2. The notification takes effect as soon as it is delivered or on the specified date of entry into force (if indicated in the notification), whichever is later.

      6. Force majeure

      6.1. The Parties shall not be liable for failure to comply with the terms of the Agreement if it was the result of force majeure.

      6.2. For the purposes of the Agreement, “force majeure” means extraordinary and unavoidable circumstances under the given conditions (natural disasters, military operations, etc.).

      7. Dispute resolution

      7.1. The Parties shall make every effort to resolve all disagreements or disputes arising between them under the Agreement or in connection therewith in direct negotiations

      7.2. If after such negotiations the Parties cannot resolve the dispute under the Agreement, either Party may require this issue to be resolved in accordance with the legislation of the Republic of Kazakhstan.

      7.3. In case of the Parties’ non-fulfillment or improper fulfillment of their obligations under this Agreement, all disputes and disagreements are resolved in accordance with the current legislation of the Republic of Kazakhstan.

      8. Miscellaneous

      8.1. The Agreement is drawn up in two copies in the Kazakh and Russian languages, one copy for each Party.

      8.2. With regard to issues not regulated by the Agreement, the Parties are guided by the legislation of the Republic of Kazakhstan.

      9. Legal addresses, bank details and signatures of the Parties

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| Airport:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |