Tariff Regulations and General Terms and Conditions for Flughafen Düsseldorf Ground Handling GmbH (FDGHG)

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1. Contact Details and General Information

1.1 Address

Address

Flughafen Düsseldorf Ground Handling GmbH
Flughafenstraße 66
40474 Düsseldorf

PO box

Flughafen Düsseldorf Ground Handling GmbH
Postfach 30 03 53
40403 Düsseldorf

1.2 Contact

General inquiries
Tel.: +49 (0) 211 / 421 – 52008
Fax: +49 (0) 211 / 421 – 52110

e-mail: info-fdghg@dus.com

Payment processing
Yaroslav Ladsky - Yaroslav.Ladsky@dus.com
Accounts receivable department - KRD-Airlines@dus.com

1.3 Commercial Register

Amtsgericht Düsseldorf, HRB 49604

1.4 VAT No.

DE 813 956 134

1.5 Bank Details

Stadtsparkasse Düsseldorf
BLZ 300 501 10
Konto 58 011 677
IBAN DE36 3005 0110 0058 0116 77
SWIFT DUSSDEDD

Commerzbank AG, Düsseldorf
BLZ 300 400 00
Konto 188 530 00
IBAN DE92 3004 0000 0188 5300 00
SWIFT COBADEFF

2. General Terms and Conditions

Unless otherwise agreed, the following General Terms and Conditions shall apply to services provided by FDGHG (Handling Company) without a prior and detailed written contract for users at Düsseldorf Airport:

2.1 Provision of Services

2.1.1 For aircraft handling operations at remote stands (off-terminal positions), the safe and controlled transportation of passengers between the aircraft and the terminal must be ensured at all times. In accordance with applicable security requirements, unrestricted and unescorted pedestrian access on the apron is generally prohibited. Consequently, passenger transportation in such cases shall always be provided by apron buses with a minimum capacity of 60 passengers per bus. The Customer acknowledges and agrees that such bus transportation constitutes an integral part of the ground handling services provided by Flughafen Düsseldorf Ground Handling GmbH under its General Terms and Conditions (GTC). The Customer further undertakes to pay the applicable charges in accordance with the valid Schedule of Charges, unless a separate and valid ground handling agreement for the provision of these services has been concluded with an airport-based third-party ground handling provider at Düsseldorf Airport.

2.2 Liability and Indemnity

2.2.1 The Handling Company carries out the services, which are to be delivered, using trained staff, as well as with systems and equipment, which correspond to the requirements of the traffic and the standards usual in international aviation. Services (see section 3) are delivered according to availability of staff and equipment. If unannounced or late aircraft lead to overlaps in handling, the Handling Company reserves the right to handle the scheduled and announced aircraft with priority.

2.2.2 The Handling Company undertakes to conclude a liability insurance, which covers the following insured sums:

- personal injuries: 1,000,000 Euro
- property damage: 1,000,000 Euro
- pecuniary loss: 500,000 Euro per incident and up to a maximum of EUR 1 million per calendar year

2.2.3 In accordance with German Law, the liability of the Handling Company for damages, which arise in connection with the services to be delivered by it, is always limited to the extent of the insurance cover. Other conditions apply only if damages arise due to deliberate action or due to grossly negligent behavior of the Handling Company and/or its agents or if cardinal contractual obligations are violated, or in cases in which a person’s life, body or health is injured. In this case, however, damages are excluded with respect to lost profits or indirect property damages respectively.

2.2.4 In addition, the liability of the Handling Company with regard to the Carrier does not extend beyond the Carrier's liability with regard to their contractual partners. The Carrier additionally indemnifies the Handling Company from claims of third parties, including all costs which arise in connection with the services taken over by the Handling Company, unless the claims are based on deliberate action or are due to grossly negligent behavior or the violation of cardinal obligations of the Handling Company and its agents, or in cases in which a person’s life, body or health is injured.

2.2.5 In addition, the Handling Company is not liable for damages which arise as a result of labor disputes, force majeure or other reasons which lie beyond the influence of the Handling Company.

2.3 Settlement

2.3.1 Handling charges are to be paid in EUR cash upon arrival in favor of the Handling Company to the Duty Traffic Management of Flughafen Düsseldorf GmbH.

2.3.2 Subsequent or deviant payment of handling charges is possible only subject to prior written agreement with the Handling Company. This is based on the necessary condition of an effective security made available to the Handing Company (bank guarantee, deposit/security guarantee or on time prepayment).

2.3.3 Receipt of prepayment on the Handling Company´s account needs to be at least three (3) working days prior to the respective flight event in order to be considered a valid security pursuant to sec. 2.2.2. Otherwise handling charges must be paid cash upon arrival to the Duty Traffic Management of Flughafen Düsseldorf GmbH pursuant to sec. 2.2.1 by the crew/the customer's employees on location.

2.3.4 The Handling Company is entitled to interrupt or to refuse the handling immediately if payment has not been received in due time pursuant to sec. 2.2.1 or in case of a prior written agreement about a different form of payment pursuant to sec. 2.2.2 even without any sufficient security.

2.3.5 Prepayments are settled in the respective following months after finishing all accounts. The customer as well as the Handling Company must settle payment variances immediately.

2.3.6 The fees are charges in the sense of section 10, para. 1 of the VAT act. VAT is to be paid additionally by the customer.

2.3.7 Discounts will not be granted.

2.3.8 In case a handling agent is entitled to do the payment, the Handling Company must be informed accordingly in advance.

For information regarding payment processing please contact one of the following parties:

Yaroslav Ladsky	- Yaroslav.Ladsky@dus.com
Accounts receivable department	- KRD-Airlines@dus.com

2.4 Final Provisions

2.4.1 If one or more provisions of this agreement is/are unenforceable due to reasons other than the regulations concerning the general terms and conditions, such unenforceable provision(s) will not affect the enforceability of the remaining provisions of this agreement. The parties are obliged to do everything necessary to replace the unenforceable provision(s) with (a) valid one(s) that best meet the business purpose of the unenforceable provision(s).

2.4.2 Side agreements to this contract are valid only if agreed to in writing. The same shall apply to later modifications or amendments of this agreement not entered into by the legal representatives of or persons with power of representation for the party concerned.

2.4.3 This agreement is governed by German Law. Any dispositive international law shall not apply. The language of the agreement is German.

2.4.4 The place of performance is Düsseldorf, Germany.

2.4.5 Any dispute arising out of or in connection with this agreement, even such out of bills of exchange, cheques or non-contractual claims like tort, shall be heard exclusively at the place of jurisdiction in Düsseldorf, even if sec. 29a ZPO (i.e. German Code of Civil Procedure) should not apply. This applies especially to disputes concerning property law. All dispositive places of jurisdiction (like sec. 25 ZPO) shall be excluded too.

3. Tariff Regulations for Services

Services are provided only upon prior request and availability of resources.

Service	Unit	EUR

3.1 Transportation Services

Request: ☎ 421 -52313 / -52314

Passenger bus with driver (max. 65 passenger per drive)	drive (¼ hour)	89.00
Transport of crews and persons (airside)	drive (¼ hour)	50.00
Shuttle service of unaccompanied minors (airside, A/C to arrival gate - handover)	child	50.00
Transport of gate-/OPS staff between A/C and terminal	drive (¼ hour)	89.00
Transport of transfer passengers / short connex	drive (¼ hour)	63.00
Transport of documents by crewbus	drive (¼ hour)	50.00
Transport of documents by passenger bus without passengers	drive (¼ hour)	89.00
Tractor with driver	drive (½ hour)	88.00

3.2 De-/Anti-Icing

The charges and procedures (Aircraft De-/Anti-Icing Procedure) will be published at the beginning of each season and will be made available as download on our homepage.

Request: ☎ 421 -52222 🖷 421 -52221

Fan Blade De-icing max. 2 engine (Hot Air)	procedure	350.00
Clear Ice Check before De-icing	procedure	170.00
Clean Wing Check before De-icing	procedure	170.00
Hands on Check after De-icing	procedure	170.00
Analysis of De-/Anti-Icing Fluids	procedure	170.00
Members of the IATA De-Icing/Anti-Icing Quality Control Pool (DAQCP) who wish to conduct their own audits in addition to those conducted by the audit pool are subject to a charge. Please send your request for an audit in advance to Werner Busch (Werner.Busch@dus.com).	max. 4 hours	658.00
	any additional hour	165.00

3.3 Hourly rates for staff

Request: ☎ 421 -52313 / -52314

Operations Manager	½ hour	87.00
Supervisor	½ hour	77.00
Loading staff	½ hour	64.00
Bus driver	½ hour	64.00
Crew driver	½ hour	64.00

4. Data Privacy Statement

Information on data protection in accordance with Sec.13 TMG (i.e. German Telemedia Act) and article 13 GDPR is available on the website of Flughafen Düsseldorf Ground Handling GmbH (www.dus.com).

FDGHG has appointed a company data protection officer in accordance with Sec. 38 Para. 1 BDSG and Art. 37 Para. 2 GDPR. The responsible data protection officer for FDGHG is:

Andreas Klingler
Flughafen Düsseldorf GmbH
Flughafenstrasse 105
40474 Düsseldorf
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E-Mail: Andreas.Klingler@dus.com