

Isavia

RULES ON GROUND HANDLING SERVICE AT KEFLAVIK AIRPORT

Rules for Ground Handling Services at Keflavik International Airport

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Rules on ground handling service at Keflavik airport.

These Rules are issued by Isavia as the “managing body” of Keflavik International Airport (hereinafter called the Airport), in accordance with an authorization in Article 14 (a) of regulation No. 1186/2008 as amended by regulation No. 514/2012 and approval procedures required therein and enters into force forthwith.

These Rules apply to any entity (hereinafter called “the Service Provider”) who is for the time being a “supplier” of ground handling services and/or a “self-handler” in accordance with regulation No. 1186/2008, the ground handling market on airports, and amendments thereto, and who provides ground handling service at Keflavik Airport. A list of types of ground handling services that fall under these Rules is to be found in Annex A which is an integral part of the Rules.

The Service Provider or his agent must acknowledge receipt of the Rules with his signature. With it’s signature it also acknowledges that it will comply with the Rules. However, the Service Provider must comply with these rules whether it has acknowledge them or not.

These Rules shall be governed by and be interpreted in accordance with Icelandic Laws.

These Rules shall take effect from the 1st January 2013.

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

1 Preliminary

- 1.1 The Service Provider shall, in engaging in the provision of the Services at the Airport, be subject to these Rules and to applicable laws and regulations.
- 1.2 The Service Provider, in engaging in the provision of the Services at the Airport is deemed to agree to comply with these Rules and all obligations hereunder. Without prejudice to the generality of the foregoing, the Service Provider shall further observe obligations (including in relation to the Facilities) imposed upon it in accordance with laws and regulations applicable to it or to the Services.
- 1.3 The Service Provider shall hold an approval granted by the Icelandic Civil Aviation Administration, and shall comply with any conditions therein and any restrictions thereto.
- 1.4 The Service Provider shall not permit any party to provide the Services as a subcontractor without informing Isavia thereof. Where a third party provides a ground handling activity on behalf of the Service Provider, such party shall be subject to these Rules and conditions in their entirety.
- 1.5 The Service Provider acknowledges, that Isavia's role includes, so far as these Rules 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 Service Provider 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 Isavia.

2 Capacity

- 2.1 In engaging in the provision of the Services at the Airport, the Service Provider warrants to Isavia 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.

3 Facilities

- 3.1 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 Service Provider to enable it to perform its handling function in respect of the Services, may be subject to separate agreement, license or other arrangement.
- 3.2 Subject to law, Isavia 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.

4 Use of Infrastructure

- 4.1 The Service Provider shall use such infrastructure or other elements of the Facilities as may be determined by the Airport and notified to the Service Provider by way of Airport Instruction or otherwise.

5 Standards

- 5.1 The Service Provider shall observe Standards and recommended practices that may be advised by Isavia related to the execution of the services but without prejudice to an overall obligation to perform the Services in an efficient, safe and secure way. The Service Provider shall further observe those standards or recommended practices of relevant organizations that might be advised to the Service Provider from time to time by Airport Instruction.
- 5.2 Any provision of these Rules that should inflict an obligation on the Service Provider, its employees or operation, should be reflected in the Operational Manual, according to Article 14, paragraph 2.c), of regulation No. 1186/2008 as amended by regulation No. 514/2012.

6 Charges

- 6.1 The Service Provider shall pay to Isavia the charges that are applicable to the Service Provider in respect of the Facilities and the provision of the Services at such times and in accordance with terms as may be specified by Isavia.
- 6.2 All charges payable by the Service Provider shall be subject to any taxes, levies, rates, imposts, service charges or other overheads applicable thereto or suffered by Isavia in respect thereof and, where Isavia deems it appropriate, in accordance with an apportionment between the Service Provider and other persons. Administrative fees levied on payable charges shall be itemized separately on the invoice.
- 6.3 The Service Provider shall deliver to Isavia in a format determined by Isavia and within the time limit set down by Isavia, all such forms, documents, returns, statistics, information or other matters as may reasonably be required by Isavia for the purpose of billing, statistical or any other financial purpose.
- 6.4 Invoices served by Isavia on the Service Provider and are based on information from the Service Provider shall, except in the case of manifest error, be conclusive evidence as to the sum owing. Any shortcomings or inaccuracies resulting from information provided by the Service Provider shall be the responsibility of the Service Provider.

7 Indemnities and Insurance

- 7.1 If Isavia so requires, the Service Provider shall set bound for all charges it collects on Isavia's behalf.
- 7.2 The Service Provider shall keep all charges collected on Isavia's behalf separate and is not allowed to connect or add extra charges for his own service to the charges it collects on Isavia's behalf.
- 7.3 The Service Provider shall effect and maintain, without limiting the Service Provider'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 the ICAA in accordance with the Ground Handling Regulation.
- 7.4 The Service Provider shall be insured, as may be required at any time, in respect of his ground handling-specific liability for damage caused and for which a right to compensation exists.
- 7.5 The Service Provider shall possess a current motor insurance policy issued under or in compliance with current legislation with liability for personal injury. The motor policy shall include a specific extension permitting the Service Provider to use vehicles airside at airports.
- 7.6 The Service Provider shall provide Isavia with a copy of the insurance policy for verification if required.

8 Compliance

- 8.1 The Service Provider shall at all times comply and ensure compliance by its agents with applicable laws and regulations, 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, Aerodrome Manual and Airport Safety Manual.
- 8.2 The Service Provider shall at its own expense obtain, renew and maintain in full force and effect where appropriate, all approvals, permits, licenses and authorizations necessary to provide the Services including, without limitation, licenses 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 laws and regulation in force.

9 Provision of Services

- 9.1 The Service Provider shall ensure that it can supply services according to standards and recommended practices in respect of each Category of service it is providing or has approval to provide if so required.
- 9.2 The Service Provider shall provide Isavia in a format specified, before 1st of 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 Service Provider, if such publication exists.
- 9.3 The Service Provider shall upon request make available to Isavia information regarding contracts with airport users and ground handling service provided. Such contracts shall be handled as confidential in accordance with Art. 17.
- 9.4 The Service Provider shall inform Isavia in respect of any proposed changes to the Services it performs on its own behalf or on behalf of any Airport User. The Service Provider shall give Isavia reasonable notice that identifies the nature and reason for any change and its proposed date of implementation, and Isavia may attach such conditions as it sees fit.
- 9.5 In exceptional cases, and if so required by Isavia, the Service Provider shall perform any of the Services, or other such services as Isavia may direct at any time, for or to the benefit of any Airport User. If the charge for such services is not prenegotiated or agreed the published pricelist for the services shall prevail.
- 9.6 Where the Service Provider, on behalf of an Airport User, undertakes to pay any fees due by such Airport User to Isavia, it shall indemnify, save harmless and keep indemnified Isavia in respect of any default in respect of payments for which the Service Provider is thereby responsible. If so requested by Isavia the Service Provider shall put in place a bond or other appropriate financial security in respect of such payment obligations.
- 9.7 The Service Provider shall endeavor to resolve any complaints made by an Airport User regarding the cost or standard of Services being offered or supplied to it by the Service Provider.

10 Safety and Security

- 10.1 The Service Provider shall co-operate fully with Isavia at all times with regard to matters of safety and security and shall actively support and promote safety and security initiatives at the Airport.

- 10.2 The Service Provider shall participate and co-operate in security and safety audits and inspections and shall provide such information relating to safety and security as Isavia or other official auditing bodies may reasonably request from time to time.
- 10.3 All incidents, accidents, spillages or breaches of safety or security, including those involving persons, property or aircraft shall be communicated immediately by the Service Provider to Isavia, and to any other relevant agencies in accordance with laws and regulations.
- 10.4 The Service Provider shall co-operate with Isavia and other agencies in investigation that may be appropriate in respect of any incident on the Airport. The Service Provider shall promptly evaluate any accident, incident or breach of safety or security involving its own operations and shall promptly provide details of such evaluation to Isavia.
- 10.5 The Service Provider shall take all practicable steps to prevent fire or fire risks.

11 Emergency, Crisis and Contingency Planning

- 11.1 The Service Provider shall be in a position to implement, an Accident/Emergency Plan for the Airport in respect of its operations and shall submit to Isavia for assessment, and approval such implementation plans.
- 11.2 The Service Provider shall provide at its own cost adequate resources for participation in emergency exercises as arranged and coordinated by Isavia and at intervals determined by Isavia.
- 11.3 In the event of an accident or emergency, the Service Provider may be designated by Isavia to act as Coordinator and upon such designation shall liaise with Isavia and shall co-ordinate the activities of other handlers involved.
- 11.4 In the event of an accident or emergency occurring at the Airport the Service Provider shall co-operate in the provision of equipment and resources or otherwise, as and when directed by Isavia, and in such a way as not to detract from or prevent the ongoing safe operation of the Airport.
- 11.5 The Service Provider shall, if required by Isavia, the operator or rescue agencies, assist in fulfilling any obligation of an Airport User with which it contracts, including, without limitation, removing disabled aircraft.
- 11.6 In the event of threatened and/or actual disruption of service, and as soon as it comes to the notice of the Service Provider, it shall submit a Contingency Plan to Isavia for approval and arrangements for its implementation. The Service Provider shall at all times use its best endeavors to resume full service as soon as reasonably practicable. If changes in the service are foreseeable, the Service Provider shall as soon as possible give a written notice to Isavia of the change. The notice shall include the reason for the respective changes in the service.

12 Liability

- 12.1 The Service Provider accepts that under no circumstances shall Isavia be liable for the negligence, default, breach of duty or otherwise of the Service Provider nor shall Isavia be liable or responsible for the receipt, approval or otherwise of plans, reports, information or communications submitted by the Service Provider in accordance with the Service Provider's obligations under these Rules.

13 Employment and Training

- 13.1 The Service Provider shall ensure that all employees deployed by it at the Airport are of good character and integrity and have the requisite skill for the safe and efficient performance of their duties.
- 13.2 The Service Provider shall ensure that its employees 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 industry standards where other public standards have not been determined Isavia may monitor and audit the training and make such recommendations and instructions in relation thereto as it deems appropriate.
- 13.3 The Service Provider shall ensure that its employees obtain the Access Permits issued by Isavia and display them clearly at all times whilst on the Airport. The Service Provider shall ensure that its employees comply at all times with the conditions pertaining thereto.
- 13.4 The Service Provider shall ensure that its managerial and supervisory employees are adequate in the Icelandic or English languages to enable them to perform their duties and that they are familiar with all relevant aviation terminology.
- 13.5 The Service Provider shall ensure that its employees have sufficient awareness of the powers of Authorized Officers and Authorized Persons under the Aviation Act and are familiar with derived rules and regulations.

14 Vehicles and Equipment

- 14.1 The Service Provider shall provide and maintain at its own expense the vehicles and equipment necessary for the provision of the Services.
- 14.2 Vehicles and equipment shall not be introduced onto the Airport by or on behalf of the Service Provider without the prior approval of the Administration of Occupational Safety and Health.

- 14.3 The routing, positioning and parking of the Service Provider's vehicles and equipment on the Airport shall at all times be subject to the control of Isavia. The Service Provider shall at all times comply with laws, regulations and rules relating to the operation of such vehicles and equipment and the movement thereof on the Airport.
- 14.4 The Service Provider 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 injury, loss, damage or death to persons or damage to property or to the environment.
- 14.5 The Service Provider shall ensure that all vehicles and equipment are maintained in a safe condition and in good working order and that they comply with all laws and regulations from time to time in force and to all relevant Icelandic, EEA and ICAO standards from time to time recommended in relation thereto.
- 14.6 The Service Provider shall ensure that all vehicles and equipment are operated by trained and properly qualified operators only.
- 14.7 The Service Provider 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 Isavia.
- 14.8 All vehicles and equipment introduced onto the Airport by or on behalf of the Service Provider shall be for the purposes of ground handling only. Upon termination of the operation the Service Provider shall remove from the Airport all such vehicles and equipment owned by it or held by it under hire or rental agreements.
- 14.9 The Service Provider shall promptly notify Isavia on becoming aware of any defect in or malfunction of any of the Airport's equipment or systems.
- 14.10 If the Service Provider does not comply with Isavia's demand to remove defective or unserviceable vehicles or equipment or those who are not suited to be at the Airport's area, Isavia may have them removed at the Service Provider expense without further notice.

15 Operating Practices

- 15.1 The Service Provider and its agents shall, subject to the prior approval of Isavia, enter only those areas necessary for the provision of their Services. The Service Provider shall strictly observe all laws, rules and regulations relating to the maneuvering area.
- 15.2 The Service Provider shall not in its performance of the Services infringe upon other handlers operating at the Airport.

- 15.3 The Service Provider shall ensure that all persons, baggage, freight/mail and equipment, for which the Service Provider is responsible, enter, operate within and leave the terminal and apron areas strictly in accordance with all relevant procedures and arrangements of the Airport and any relevant public authority in force at the Airport.
- 15.4 The Service Provider shall notify Isavia and agree on procedures with the Airport in advance in respect of any special handling arrangements outside the normal course of business. The Service Provider shall be responsible for implementing any procedures so approved by Isavia.
- 15.5 Subject to the right of Isavia 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 the 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.
- 15.6 The Service Provider shall participate in any meetings, committees and/or consultative processes with Isavia as are deemed by Isavia to be necessary or desirable for the safe, secure or proper functioning of the Airport.
- 15.7 The Service Provider shall not erect, permit or undergo to be erected at the Airport any placard, poster, electric sign or other advertisement or sign whatsoever without the previous approval in writing of Isavia and the Airport Building Inspector
- 15.8 The Service Provider shall pay to Isavia any rent or other charges reasonably imposed by Isavia 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.

16 Provision of Information

- 16.1 The Service Provider shall maintain and provide to Isavia all information and statistics pertaining to the provision of the Services, including in relation to delay analysis, required under relevant legislation, the Airport Operation Systems (AOS) and any agreement pertaining thereto or otherwise, when directed by Isavia and in a format directed by Isavia. The Service Provider shall retain and keep proper all records for inspection by Isavia or its agents for such period as set down by Isavia.
- 16.2 The Service Provider shall use such technical devices, systems and connection as directed from time to time by Isavia.

17 Confidentiality

- 17.1 The Service Provider 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.
- 17.2 The Service Provider shall keep confidential any information classified as such that is provided by Isavia to the Service Provider. Such information must not be disseminated or communicated in any way by the Service Provider except only to:
- a. its employees on a need to know basis;
 - b. to a third party if required for the purposes of these Rules, and only with the express consent of Isavia (provided always that such persons are bound by obligations of confidentiality in respect of such information);
 - c. to any regulatory authority if required by law.

18 Right of Audit

- 18.1 The Service Provider shall be subject to a monitoring and audit procedure by Isavia in respect of its provision of the Services at the Airport in accordance with the Ground Handling Regulation or the Airport Regulation.
- 18.2 The Service Provider shall be subject to audit by Isavia or its agents in respect of charges it collects on Isavia's behalf and of statistical returns required by the rules.
- 18.3 The Service Provider shall grant Isavia access to relevant records and data retained by the Service Provider, whether in paper format or electronically, for auditing purposes.

19 Termination of service

- 19.1 Without prejudice to the rights of Isavia in this regard, Isavia may recommend to CAA to withdraw the Service Provider approval and direct the Service Provider to cease operations at the Airport in any of the following circumstances:
- a. if the safety or essential operation or development of the Airport so requires;
 - b. if any payment or part thereof to be made by the Service Provider to Isavia shall be in arrears and remain unpaid from the due date whether demanded or not;
 - c. if the Service Provider refuses at any time to supply Isavia with the information required in relation to billing or any other financial purpose;
 - d. if the Service Provider or any of its agents or employees shall have committed or knowingly permitted a material breach of these Rules and shall have failed to remedy such breach to the reasonable satisfaction of Isavia within thirty days of being notified in writing of same by Isavia;
 - e. if the Service Provider is guilty of material breach of this Rules or laws and regulations and Isavia believes that such breach poses a significant threat to the interests of Isavia, the Airport, other service providers, Airport Users or the public;

19.2 If the Service Provider:

- a. is in financial difficulties and he is unlikely to be able to honor his debts to his creditors and it is not deemed likely that his payment difficulties will be over within a short period of time; or
- b. stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts; or
- c. is subject to a petition for a license of financial reorganization or a license to seek composition with creditors, or a bankruptcy petition, in accordance within the provisions of the Bankruptcy Act No. 21/1991; or
- d. without the prior consent in writing of Isavia, ceases or threatens to cease to carry on its business or a significant part thereof in the normal course; or
- e. experiences a Change of Control and such Change of Control has not been approved by Isavia; or
- f. insurance cover expires or is exhausted; or
- g. 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).

If Isavia 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 Service Provider in any jurisdiction to which the Service Provider is subject which has an effect equivalent or similar to any of the events mentioned above, Isavia may request that the CAA revoke the Service Provider's approval to Ground Handling Service at the Airport" and may direct the Service Provider to cease operations at the Airport and vacate the Facilities provided by the Airport and take necessary action to maintain undisrupted continuous services.

19.3 If a Service Provider does not have a necessary approval or an approval is not renewed to provide one or more types of ground handling service the Service Provider must cease providing the service forthwith and vacate any Facilities provided by Isavia, if so requested.

19.4 Upon ceasing to provide the Services or any one of them at the Airport the Service Provider shall be required to vacate and return any Facilities provided to it by Isavia in respect of the provision of those Services

19.5 Upon termination of service the Service Provider access or right to use any of the airport Facilities shall expire unless otherwise determined by Isavia.

19.6 In the case of termination of services in or if the approval is revoked or suspended Isavia may terminate associated Access Permits.

20 General Rules

- 20.1 The rights and remedies provided under these Rules are without prejudice to any rights or remedies provided under applicable laws or regulations.
- 20.2 These Rules shall not create any relationship of agent and principal between Isavia and the Service Provider in relation to the provision by the Service Provider of the Services or otherwise. No tenements, proprietary interests or other interests in land are created under these Rules.
- 20.3 Any notice or other document required or authorized to be given by either the Service Provider or Isavia to the other under these Rules shall be in writing or by other proved or agreed procedure.
- 20.4 Any amendments made from time to time to these Rules shall be promulgated by Isavia which shall make the definitive terms available free of charge at all times during business hours. Isavia reserves the right to publish or advertise these Rules or elements hereof in such manner as it sees fit. The foregoing is without prejudice to the exercise by Isavia of general or specific powers in that behalf arising outside these Rules.

The Handler must indicate which categories of ground handling services as described in attachment to regulation 1186/2008 it intends to provide.

LIST OF GROUNDHANDLING SERVICES

1. Ground administration and supervision comprise:

- 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 comprises

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

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 (*;;
- 5.2. assistance to aircraft parking and provision of suitable devices (*;;
- 5.3. communication between the aircraft and the air-side supplier of services (*;;
- 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 deicing 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 defueling 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.

Rules for Ground Handling Services at Keflavik International Airport

Receipt of These Rules for Ground Handling

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

Signed: _____

Date: _____

Please Sign & return to: