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Appendices

These Conditions consists, in addition to the terms and conditions stated above and below, also of the following appendices:

1. Appendix 1 – Airport Charges (MTOW exceeding 5700 kg)
2. Appendix 2 – Airport Charges (MTOW less than 5700 kg)
3. Appendix 3 – Description of Airport charges

In case of conflict between these Conditions of Services and Appendix 1-3, the Conditions of Services shall take precedence.
1 Definitions of terms

1.1 In these Conditions the following terms shall mean:

**AIP** means Aeronautical Information Publication.

**Airport Regulations** means our manual, required under the Civil Aviation Act (2010:500) and the Civil Aviation Ordinance (2010:770), about operating aircraft and facilities at the Airport, as amended from time to time.

**Airport user** means any natural or legal person responsible for the carriage of passengers, mail and/or freight to and from the airport concerned or any other aircraft operator using our facilities and services and includes Airport users executors, administrators, successors and assigns.

**Affiliate** means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary.

the **Airport** means any airport, from time to time, fully owned by Swedavia AB (publ), (Corporate Reg. no. 556797-0818) and military airports that are available for civil air traffic by agreement between the Commander-in-Chief of the Swedish Air Force, and Swedavia AB.

the **Airport Company** means Swedavia AB (publ), (Corporate Reg. no. 556797-0818).

**Coordinated Airport** means an Airport that is designated as coordinated by the Swedish Transport Agency. Currently Stockholm Arlanda Airport and Bromma Stockholm Airport are Coordinated Airports.

**Embarking Passengers** means all passengers on board a departing aircraft. This includes Transit Passengers, Transfer Passengers, Infants and Positioning Crew, but excludes Operating Crew.

**Infant** means a child less than two years of age who has not paid to occupy a seat on an aircraft.

**Interest** means a rate of interest for late payment which is 8 percentage units higher than the current interest rate specified in the Swedish Interest Act (Räntelagen 1975:635).

**Legislation** means all published laws, regulations, rules, orders, byelaws, ordinances of any government or statutory body relevant generally or specifically to the Airport or aircraft using it.

**Operating Crew** means the Airport user’s employees operating as flight or cabin crew on an arriving or departing aircraft.

**Parties** means the Airport user and the Airport Company when jointly referred to. They are separately referred to as “Party”.

**Positioning Crew** means the Airport user’s flight and cabin crew, other than Operating Crew, arriving into, or departing from, the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.
Schedule Facilitated Airport means an Airport that is designated as schedule facilitated by the Swedish Transport Agency. Currently Göteborg Landvetter Airport is a Schedule Facilitated Airport.

Services means the aircraft movement, passenger processing and other general facilities and services provided by us to an Airport user except to the extent that those facilities and services are provided to an Airport user under a separate contract, lease, licence or other authority from us.

Transfer Passenger means a passenger arriving at and departing from the Airport on a different aircraft or on the same aircraft under a different flight number, whose main purpose for using the airport is to effect a transfer on a single ticket within 24 hours.

Transit Passenger means a passenger arriving at the Airport on a through flight and subsequently leaving the airport on the same aircraft or on a replacement aircraft (used following a breakdown of the former) within 24 hours on a single ticket.

we or us or our means Swedavia AB (publ), (Corporate Reg. no. 556797-0818) and includes our Affiliates, successors and assigns.

1.2 The singular includes the plural and the plural includes the singular.

1.3 If an Airport user consists of more than one person or company, then each person or company is jointly and severally liable under these Conditions with each of the others.

1.4 Any phrase introduced by the expressions “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 If any clause (or part thereof) of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of these Conditions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.
2  These conditions

2.1 These are the terms and conditions under which Airport users use our Services at the Airport. If an Airport user uses our Services in any way (including taking off and landing) the Airport user agrees to be bound by these Conditions.

2.2 These Conditions take effect from the date of these Conditions and supersede all previous conditions.

3  Liability

3.1 Subject to clause 3.2, to the extent permitted by law neither the Airport Company nor its respective subcontractors shall have any liability towards the Airport user or be obliged to indemnify the Airport user for loss or damage, arising or resulting directly or indirectly from any act, omission of act, neglect, or default on the part of the Airport company or its subcontractors, unless done with intent to cause damage, or through negligence. In any event neither Swedavia AB nor their respective subcontractors shall be under any liability whatever for any indirect or consequential loss and/or expense (including loss of profit) suffered by the Airport user.

3.2 Nothing in clause 3.1 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of the Airport Company, its employees, subcontractors or Affiliates; or (ii) fraud.

3.3 Compensation for damage must be claimed from the Airport Company within 60 days of detecting the damage on which the claim for compensation is based, or within 60 days of the time when such damage should have been detected.

3.4 The Airport Company shall not be liable for any loss (including any economic loss) of or any damage arising or resulting directly or indirectly from any act, omission of act, neglect, or default on the part of the supplier of air navigation service. Any such claim to be directed towards the supplier of the air navigation services.
3.5 The Airport Company is released from its obligations and liability for damages, if the breach of obligations or failure to meet them was due to specific grounds for release. As sufficient grounds for release from liability (force majeure) are considered such unusual events affecting the operations, which the Airport Company could not have foreseen, which are beyond the Airport Company’s control, or the impact of which could not have been reasonably avoided or overcome. Such an event can be e.g. war, riot, foreign exchange restrictions, legal provisions and orders from authorities, export prohibitions, natural catastrophe, severe weather conditions, interruption of general traffic, data communications or energy distribution, shortage of means of transport, general lack of material, limitations of power availability, labour dispute, fire, or other unusual event with similar effect beyond the Airport Company’s control, including any error or delay in a subcontractor’s delivery due to the above mentioned reasons. If the performance of the Airport Company’s obligations is delayed for one of the reasons mentioned above, the time for meeting the obligations is extended as far as considered reasonable with regard to all circumstances affecting the case.

3.6 The Airport user agrees to maintain current and adequate insurance at all times when the Airport user uses the Airport Company’s Services at the Airport to cover any and all liability excluded or limited under this clause 3.

3.7 Without prejudice to the generality of clause 3.6, the Airport user agrees to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at the Airport by the Airport user at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as amended, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.

3.8 Each part (including a sub clause or part thereof) of this clause 3 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

4 Using our services

4.1 When using our Services at the Airport the Airport user must comply with these Conditions and:
   a. all Legislation;
   b. all environmental permits and conditions;
c. our Airport Regulations;
d. our Airport’s local Security Programme;
e. legislation on security and safety (TSFS-SEC, TSFS-AGA) from the Swedish Transport Agency;
f. all obligations required of aircraft operators at the Airport as detailed within current and revised Environmental Health and Safety instruction (EHS);
g. local flying restrictions and remarks as published from time to time in the Aerodrome (AD) section of the AIP.

4.2 In case of conflict regulations above (a-g) take precedence over these Conditions.

4.3 The Airport user must not do anything which puts us in breach of any Legislation, and the Airport user must reasonably co-operate with us in our provision of the Services (including complying with our reasonable directions arising out of the use of our Services).

4.4 The Airport user must accept that the Airport infrastructure can be renewed, updated and/or replaced at any time and that the Service provided may continuously be subject to change. The Airport Company shall however if possible inform and discuss planned changes in good advance with the Airport user. The Airport Company shall use its best efforts to provide sufficient interim replacement Services to the Airport user.

5 Operational

Slots

5.1 Airport users operating at Coordinated Airports are to adhere to the COUNCIL REGULATION (EEC) No 95/93 on common rules for the allocation of slots at Community airports (as amended, re-enacted or replaced from time to time).

5.2 No Airport user shall operate to or from a Coordinated Airport without first obtaining a slot from the slot coordinator designated by the Swedish Transport Agency, unless that operation is a permitted exemption.
5.3 Airport users at a Schedule Facilitated Airport shall cooperate with the schedule facilitator designated by the Swedish Transport Agency.

5.4 The coordination committee at Coordinated Airports deals with slot performance issues and other issues related to slot allocation at the Coordinated Airports.

Ground Handling

5.5 It is the responsibility of the Airport user, before using the Airport, to ensure that ground handling services are provided by a licensed ground handling operator or by self-handling executed by the Airport user. License for self-handling is issued by the Airport Company and licence agreement can be obtained from the Airport Company.

Environment

5.6 The provision and use of the Airport Company’s airport requires that the aircraft meets at least the noise standards in accordance with Annex 16 to the Convention on International Civil Aviation (ICAO Annex 16), Volume I, Part II, Chapter 3.

5.7 Aircraft noise and atmospheric emissions can be reduced e.g. by using continuous descent operations (CDO) procedures, procedures for curved approaches and by simultaneously optimising engine power, configuration and speed. Air carriers shall also familiarise themselves with the Airport Company’s airport-specific conditions, which have been published e.g. in the AIP.

5.8 At the Airport, aircraft noise and atmospheric emissions can be reduced e.g. by taxiing with one engine off and by always using ground power instead of the Auxiliary Power Unit (APU). The Airport Company issues airport-specific provisions on the use of ground power. Air carriers shall comply with the Airport Company’s provisions e.g. with regard to de-icing.

Moving aircraft

5.9 The Airport Company will, where applicable, follow the procedures for the recovery of disabled aircraft set out in the Airport Regulations and other relevant operational instructions. In other cases, the Airport Company will provide the Airport user with as much notice as is, in all circumstances, reasonably practicable:

a. That the aircraft will be moved / removed
b. Of the proposed location to which the aircraft is to be relocated
c. Of the means by which the aircraft will be moved / removed; and
d. Of any conditions which may apply to the recovery of the aircraft by the Airport user
5.10 In the event that prior notice referred to in condition 5.9 is not practicable we will notify the Airport user, as soon as possible:

a. That the aircraft has been moved / removed;
b. Of the location to which the aircraft has been moved; and
c. Of any conditions which may apply to the recovery of the aircraft

6 Charges and payment

6.1 The Airport user must pay charges for using our Services at the Airport according to the Price lists (Appendix; 1-3). The Airport user must also pay for any additional supplies, services or facilities provided to the Airport user or to the Airport user’s aircraft at the Airport by or on behalf of the Airport at charges agreed between the Parties.

6.2 The Airport user or its contracted ground handling operator must provide the Airport Company with all information and traffic data, in a format reasonable acceptable to the Airport Company, needed for the Airport Company’s; (i) correct charging, (ii) operation planning and (iii) reporting in accordance with requirements from the Swedish Transport Agency. If there is no or insufficient information available with regard to charging, charges are calculated based on the highest values for the specific type of aircraft. The Airport Company shall not be entitled, without the prior written approval of the Airport user, to disclose or use information received from the Airport user relating to this clause 6.2 except as (i) necessary for the due performance of the obligations under these Conditions, or (ii) all disclosure needed by the Swedish Transport Agency.

6.3 The total amount shall be rounded off to next full Swedish krona (SEK). Value added tax shall be paid according to the Swedish law on value added tax (Mervårdesskattelag (SFS 1994:200)).

6.4 All charges shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to us on demand and in any event before the aircraft departs from the Airport unless:

a. otherwise agreed by us; or
b. provided in the terms for payment included in the invoice for such charges.

6.5 Agreement can be made concerning periodic invoicing, provided the Airport user operates on a regular basis or has larger volumes of traffic. However, payment terms may not exceed 30 days net from the date of invoice.
6.6 If we cannot satisfy ourselves about the Airport user’s financial standing or the Airport user does not adhere to the payment terms, then we may ask the Airport user to supply us with a cash deposit or an unconditional bank guarantee in a format according to 6.7 below. This deposit or bank guarantee may be for an amount equal to our reasonable estimate of the airport charges that the Airport user are likely to incur over 45 days.

6.7 The Airport Company’s specific acceptance for the bank guarantee must always be obtained before the flight or series of flight begins. The bank guarantee must be an irrevocable, i.e. first demand guarantee¹, and the issuing bank must have an investment grade credit rating (Moody’s/S&P/Fitch rating) and an official correspondent bank located in Sweden. When the Airport Company has received an acceptable bank guarantee, air traffic charges can be collected afterwards by invoice.

6.8 If the Airport user fail to adhere to the payment terms on more than one occasion, for a payment exceeding 10 000 SEK, or the Airport user’s deposit/guarantee is exhausted then we may require the Airport user to pay the Airport user’s charges weekly in advance.

¹ A guarantee that is to be paid immediately on demand, and the bank cannot refuse from paying after receiving a correctly formulated demand. When this kind of guarantee is used, the bank is obliged to pay the guaranteed amount at the request of the beneficiary, without determining whether the person/organisation guaranteed has committed a contractual breach or omission.
7 Payment default

7.1 All sums due which are not paid on the due date shall bear Interest, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).

7.2 If the charges incurred by an aircraft’s landing, stay or take off from an Airport are not paid at the set time or sufficient security has not been provided, the aircraft may, pursuant to the provisions of the Civil Aviation Act (2010:500), be prevented from leaving the Airport until payment has been made or sufficient security provided.

7.3 The Airport user shall not without our written consent be entitled in respect of any claim that the Airport user may have against us or otherwise to make any set off against or deduction from the charges provided for in these Conditions.

8 Notices

8.1 Any written notice, approval etc. under the Agreement (collectively “Notice”) shall be deemed to sufficiently and duly given by a Party if (i) delivered personally or by courier; (ii) sent by certified or registered letter; or (iii) by fax or e-mail, to the relevant contact person(s) and at the address(es), as specified by the other Party from time to time. Each Party may, at any time, change its contact person(s), address(es) or other contact details by written notice to the other Party.

8.2 A Notice shall be deemed received by the other Party:

a. if delivered personally or by courier, on the date of delivery, unless delivered after the close of business in which case such Notice will be deemed received on the next ensuing business day;

b. if transmitted by fax or e-mail, immediately after the transmission is confirmed, unless the transmission is confirmed after the close of business in which case such Notice will be deemed received on the next ensuing business day, or

c. if sent by certified or registered post on the third (3) business day after it was made available for collection by the receiving Party
9 Disputes

9.1 Without prejudice to the rights of either Party under (i) these Conditions; and (ii) law, if there is a genuine dispute between us, then the Parties shall first seek to amicably resolve the dispute, in the following manner:

a. the Airport user must write to us by email to claims@swedavia.se within 30 days of the matter arising providing particulars of the reasons for the dispute together with supporting evidence;

and

b. within 30 days of receipt of the Airport user’s email containing information of the dispute, we will discuss the matter with the Airport user and attempt to resolve the dispute.

9.2 Except for what is provided by the Swedish Law on Airport Charges (Lag om Flygplatsavgifter SFS 2011:866), any disputes arising from the provision of services mentioned in this document will be settled by Swedish law at a Swedish court.

10 Jurisdiction

10.1 Whatever the nationality or domicile of an Airport user, these Conditions shall be deemed to have been accepted in Sweden in accordance with the law of Sweden and shall in all respects be construed and interpreted in accordance with the law of Sweden and the Airport Company and the Airport user hereby submit to the exclusive jurisdiction of the Courts of Sweden to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).

10.2 Nothing in these Conditions shall be taken to confer a right on an Airport user to use the Airport without the consent of the Airport Company and the Airport Company reserves the right to withdraw such consent where the Airport user has breached these Conditions.
11 Entire agreement

11.1 These Conditions (together with the documents referred to herein):

a. constitute the entire agreement between the parties as to their subject matter;

and

b. in relation to that subject matter, supersede any prior understanding or agreement between the parties and, without prejudice to the generality of the foregoing, exclude any prior condition, warranty, indemnity, commitment, representation imposed, given or made by a Party, or other undertaking implied at law or by custom, usage or course of dealing, other than as expressly set out in these Conditions.

11.2 The Airport user has not relied upon any statement, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in these Conditions.

11.3 Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, and subject to clause 3 of these Conditions, the only rights or remedies the Airport user have in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in relation to these Conditions are pursuant to these Conditions.