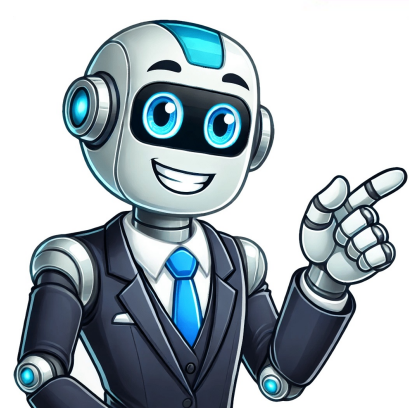


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Company shall ensure that all ground service equipment is maintained in accordance with the manufacturers' requirements or to a higher standard.Support E-Invoicing• SUB-ART. 7.1The Handling Company shall invoice the Carrier monthly using the IS-XML file format described in AHM 070, unless otherwise agreed in Annex(es) B, with the charges arising from the provision of the handling services of Annex A as listed in Annex(es) B at the rates of charges set out in Annex(es) B. • SUB-ARTICLE 7.3Clarity: (No Payment = No Service) A great achievement for handlers and all "dependable airlines").The Parties shall reach agreement on the payment terms at each location which shall form part of the applicable Annex(es) B. Should the Carrier fail to make payment or dispute the invoice(s), within the agreed terms, the Handling Company shall notify the Carrier in writing of the failure to pay. In the event that the Carrier fails to pay the amount due within the agreed rectification period, as specified in Annex(es) B, the Handling Company shall be entitled to issue 7 calendar days' notice of suspension of services to the Carrier. The Handling Company shall restore services to the Carrier within 24 hours of receipt of payment. • SUB-ARTICLE 8.4an Airline injuring (or causing death) to the handling company sub- contractors will no longer be indemnified by the Handling Company against related legal liabilitiesARTICLE 11. DURATION, MODIFICATION AND TERMINATIONClarity: no notice period for cancellation of the contract in case of insolvency• SUB-ART. 11.8Either Party may terminate this Agreement and its Annexes at any time with immediate effect if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.Clarity: Introduction of a thirty days consultation period where that parties should discuss rate change. Provides some space for constructive discussions...• SUB-ART. 11.11The Handling Company shall have the right at any time to vary the charges set out in the Annex(es) B provided, however, that the Handling Company has given notice in writing to the Carrier not less than sixty days prior to the revised charges becoming effective; the first thirty days being a consultation period. The notice shall specify the revised charges which the Handling Company proposes to introduce, together with the date on which they are to be brought into effect.Annex A:• SUB-SECTION 1.4 (NEW)Station Management (Prepare, Request, Obtain) the Carrier's 1. Landing; 2. Overflying; 3. Other (as specified in Annex B) Permission at the Airport location as defined in Annex B for(i) Seasonal/Scheduled flights;(ii) AD HOC flights• SUB-SECTION 1.4.9 (NEW)Provide a Complaints Resolution Officer (CRO), authorized to act on behalf of the Carrier. • SUB-SECTION 2.2.3(a) Check travel documents for the flight(s) concerned within the booking.Handling Company shall be liable for Immigration fines in the following cases:(i) Expired Passports/Visas or Passports/Visas without the minimum required validity at the day of entry(ii) Non-Existence of Visa/Necessary Travel Document required by destination or transit station(s). (Excluding passports damaged or missing at point of transit or entry).In the event an immigration fine is announced or raised against the Carrier, the Carrier will make available to the Handling Company all supporting documents to investigate the matter. • SUB-SECTION 2.3.4 – handling of baggage between areas• NEW – to support RESOLUTION 753• SUB-SECTION 3.1.9Baggage Tracking(a) Provide (b) Arrange for (c) Operate system to provide1. Evidence of acquisition;2. Evidence of delivery;3. Inventory of bags, upon departure of flight;4. Data exchange (e.g. with other airlines)• NEW – "Moving Aircraft" Scope• SUB-SECTION 3.8.3(a) Provide (b) install (c) removeAircraft steering bypass pin. • Handles "Shipment records"• Addresses EDI and FSU electronic messaging, (also paper prints !)• SUB-SECTION 5.3.1....airwaybill = airwaybill or shipment record. ... (j) Receive and process EDI messages (FWB/FHL and e-CSD) received from Carrier or other parties.(k) Upon request from the Carrier print air waybill copies in plain paper copy or IATA resolution 600A format.(l) Provide and transmit EDI messages in accordance with the standards of the Master Operating Plan.(m) Inform airline or shipper about shipment status via FSU message in accordance with the Master Operating Plan.NEW• SUB-SECTION 5.3.5Prepare additional documentation required for Dangerous Goods Transportation by road and/or maritime• SUB-SECTION 5.7• Irregularities Handling IS NOW BACK IN SGHA !• Cargo & Mail IT, Maintenance function support• SUB-SECTION 6.2.2Perform the following functions in(a) Carrier's system (b) Handling Company's system (c) other systemfor1. Cargo EDI messaging (IATA cargo-imp or IATA cargo-xml)2. Post office mail handling3. Maintenance reporting4. Other functionsRE-STRUCTURED and DETAILED• SUB-SECTION 7.4.2 (Provide/ Arrange for)searching of1.flight deck2.upper deck3.main deck4.lower holds (front, rear, bulk)5.crew compartment(s)6.galley(s)7.Lavatories8.wheel wells9.other, as specified in Annex B• SUB-SECTION 7.4.3(a) Provide (b) Arrangefor1. guarding of2. sealing of(i) aircraft(ii) designated areas(iii) baggage in the baggage make-up areas• SUB-SECTION 7.5.1 – Ground Security Coordinator• Editorial changes and text clarifications Annex B:• SUB-PARAGRAPH 3.1. Handling in case of return to rampDisbursement proofsAny disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of %. In order to claim such disbursements, the Handling Company shall provide receipts, invoices or any reasonable evidence substantiating such disbursements. • SUB-PAR. 6.1Dealing with payment disputesIn the event the Carrier disputes any charge or fee set forth in any invoice, Carrier shall pay the undisputed portion and notify the Handling Company of the discrepancy in billing. Both parties shall then seek in good faith to resolve the disputed amount(s). Upon the resolution of any disputed amount the Carrier shall promptly pay the balance due to the Handling Company.Quality driven termination clause• SUB-PAR. 8.3.2.In the event of the Handling Company's material and sustained failure to perform the services as outlined in Sub-Article 5.3 of the Main Agreement, Carrier reserves the right to provide the Handling Company with written notice to the effect that correction is required within () days. If the Handling Company fails to reasonably correct the situation within () days, the Carrier may terminate the Agreement upon an additional () days prior written notice. • SUB-PAR. 8.3.3. - written notice in case of service quality failure• Overall editorial and renumbering A straightforward and trusted ground handling agreement is the foundation of building a successful relationship between airlines and Ground Service Providers. IATA's Standard Ground Handling Agreement, which is considered to be the industry contract template, has been updated for 2023 to ensure airlines and Ground Service Providers have the most current information to build a comprehensive, unbiased agreement both parties can readily agree to. What Is the IATA Standard Ground Handling Agreement (SGHA)? The IATA Standard Ground Handling Agreement (SGHA) is an agreement between airlines and Ground Service Providers that outlines the terms and conditions of contracted ground handling services. It consists of the legal and regulatory requirements, qualitative standards, and operational details. The airline and the Ground Service Providers use the SGHA to agree on the duration of the contract, services to be rendered, the limit of liability, compliance with standards, the operational requirements, and the cost of handling. All these are then recorded in Annex B. Airlines and Ground Service Providers are not required to utilize the SGHA; however, it is common practice for IATA member airlines and non-members alike to use the standard ground handling agreement to ease negotiation and establish the common contractual ground. Airlines choose to contract ground handling services under the terms and conditions of the SGHA due to its ease, reliability, and coverage. The SGHA includes: Main agreement Annex A (list of services) Annex B (location, agreed-on services, negotiated details, and charges) or Annex B with Simplified Procedure IATA developed a standard ground handling agreement to help airlines and Ground Service Providers set standard rules, create healthy boundaries and establish common ground such as Article 5, Standard of Work, and Article 8, Liability and Indemnity of the SGHA found in the Airport Handling Manual. They are instrumental in setting a baseline for the final contract. The IATA SGHA not only plays an integral role in negotiations, but it is the industry contract template airlines and Ground Service Providers rely on as well. It provides an unbiased agreement, presenting a fair compromise between parties that can be adjustable and allows for a clear starting point for negotiations. IATA has implemented the SGHA for more than 30 years and has become a trusted resource due to its experience and expertise. You can find it in Chapter 8 of the Airport Handling Manual (AHM). Over the years, the industry has fine-tuned the agreement to include all the essential components each party needs. It is so well-established that it is globally used and recognized in courts worldwide. While some choose to use their own agreements, most rely on IATA's SGHA, as it is easy to use and helps reduce negotiation time. What Does the SGHA Include? IATA's Standard Ground Handling Agreement is a comprehensive template, including the necessary Articles to come to a working agreement between the airline and Ground Service Providers, such as: Provision of services Fair practices Subcontracting of services Airline's representation Standard of work Remuneration Accounting and payment Liability and Indemnity Arbitration Stamp duties, registration fees Duration, modification, and termination. What Has Changed with the 2023 Updates? Within the 2023 release of the Airport Handling Manual (AHM), at its 43rd edition, is the new SGHA, which is updated every 5 years to align with the most current laws and regulations available. Some of the more important revisions are as follows: 1. Main Agreement The Sub-Article Emergency Assistance was completely revamped to update the emergency assistance that Ground Service Providers shall provide to airlines in case of need. Another adjustment was made to Article 5, Standard of Work - including Sub-Article 5.6 - stating that Handling Companies shall ensure that their training program complies with AHM Chapter 11, ULDR Chapter 1.6 (tables 1.6A and 1.6B) as the minimum. Also, a new Sub-Article 5.10 has been created, requiring that airlines and Ground Service Providers shall implement the ground handling procedures as outlined in IATA's Ground Operations Manual (IGOM). In Article 11 Duration, Modification, and Termination, provisions were included for when Ground Service Providers have the right to request adjustments on handling charges due to flight frequencies, changes to the minimum wage, or if there is a change in the processes which might impact the cost. 2. Annex A Significant changes were made to the Services section of the SGHA. You can expect to see clarifications regarding Section 1, Management and Administrative Functions. Specifically, the airline can contact supervision services from the contracted handler. Changes have been made to Section 2, Passenger Services, where the AHM 815 ticketing services have been fully incorporated into the SGHA. One particular notation is the revision to section 2.2.3, which covers the checking of documentation required to travel. This item clarifies the type of documents, including the changes made post-COVID-19, and what Ground Service Providers are responsible for. Section 3.10 regarding Interior Cleaning has been completely revised. IATA made substantial changes to Section 6.3 Unit Load Devices (ULDs). While there are many revisions in this section, it has been streamlined and simplified. Section 7, Security, was entirely updated to align with changes in the ICAO Annex 17. 3. Annex B In Annex B, adaptations to the layout were made to make the contract more readable and easy to use. Watch this video where Iva Pluhackova, Head of Operations and Standards at IATA, explains what is new in the latest edition of the Airport Handling Manual (AHM) containing the renewed SGHA template. What Is the SLA? The Service Level Agreement is the agreement between the airline and the Ground Service Provider at a specific location which outlines the service delivery standards for the contracted ground handling services. It can be found under AHM803, and it should be discussed, negotiated, and agreed upon along with the SGHA. How Does the SLA Work with the SGHA? In the SGHA, the parties agree on the services and the operational requirements, and in the SLA they agree on the expected level of service. During the negotiations, both parties use the SLA to agree on: What is to be measured (KPIs) How is it going to be measured How to use the results of these measurements Using the two together is a recommended practice so that both parties know what to expect and if deliverables are being met. Where Can You Find More Information? You can find the newly revised SGHA in Section 8 of the 43rd edition of the Airport Handling Manual (AHM). In addition to the template, IATA provides courses to help ensure a better understanding of the new changes. The SGHA Version 2023 & SLA Refresher 2-day classroom is currently available. After completing the course, you will be able to: Identify the differences between the 2018 and 2023 versions Analyze the changes in the articles of the main agreement and the impact on your business and operation Describe the advantages of new services descriptions of the sections in Annex A Refine Annex B structure and text, reflecting the business and operational requirements Set achievable and meaningful targets in the SLA, using the new template, enhancing safety and service quality through commonly agreed on targets IATA also offers the SGHA-SLA and Effective Negotiation Behaviors training, which provides the foundation for writing the Annex B and Service Level Agreement (SLA). As airlines and Ground Service Providers, the AHM is not the only manual you may need. The IATA Ground Operations Manual (IGOM) defines ground handling procedures to ensure the services are handled safely and efficiently. While the manuals are stand-alone and interdependent, they are also available as a set as the IGOM is procedure-driven and explains "how to," and the AHM is policy-driven and explains "what to do".