

These GTC are binding for all employees and/or representatives of persons using the hangaring and parking service ("the Client") when hangaring and parking aircraft on the parking areas of VIP HANDLING, a.s. („VIP Handling“) at M.R. Štefánik Airport in Bratislava – LZIB/BTS.

Besides complying with these GTC, the Client also undertakes to abide by the regulations issued by the operator of LZIB/BTS, i.e. Letisko M. R. Štefánika - Airport Bratislava, a.s. (BTS) ("the Airport") and hangar and appropriate parking areas operator VIP Handling.

Declarations & Definitions

1. ABS Jets is the tenant of VIP Handling building which serves for the hangaring of aircraft, referred to as "Hangar – berth C" situated at the Airport in Bratislava;
2. ABS Jets uses tenement building intended for the hangaring of aircraft on the basis of current lease contract and is the authorised holder of valid permits and licences for the provision of this service through its own fully-trained workforce.
3. ABS Jets holds liability insurance for damage arising out of the ownership or use of buildings/structures in connection with other aviation activities, the liability of the hangar operator, supplies of services relating to air transport and repairs to aviation equipment, (collectively referred to as "Premises, Products, Hangarkeepers and Grounding Liability"), which covers damaged caused as the result of hangaring and the provision of despatch services;
4. Hangaring for aircraft means the provision of hangaring services and the placement of aircraft in Hangar – berth C;
5. Parking for aircraft means the provision of alternative parking space on the manoeuvring area in front of Hangar – berth C or on apron or parking areas of the Airport.

Entry and movement in hangars and parking areas

1. The VIP Handling hangars and parking areas are situated in the non-public Security Restricted Area (SRA) part of the Airport. Therefore, in accordance with the applicable legislation, the Airport has the right to grant time-limited access or deny or prohibit access to the appropriate areas and may do so without stating the reason. In such a case ABS Jets is not liable for any damage which might occur as a result.
2. The Client is entitled to enter the hangar and parking areas and move within them only with the knowledge of and/or when escorted by an employee and/or representative of ABS Jets ("Escort") and under the "Visiting Regimen" or using his/her own IDC if he/she is a holder.
3. The Client or accredited agent is authorized to perform maintenance-like activity on an A/C in the hangar space with competent ABS Jets employee approval only.
4. The Client may at any time be subjected to a safety check, a check upon items brought into or out of the premises or a test for the presence of alcohol or psychotropic substances. When within these restricted areas the Client is obliged to abide by the instructions of the Escort and wear a visitor's card or identification card attached to his clothing in a visible place.
5. In order to protect civilian air traffic against unlawful activity and to assure the safety of persons and property, VIP Handling operates a camera system with video recording (CCTV) in its hangars and parking areas in a 24/7 regime.

Rights and responsibilities of the Client during the hangaring and parking of aircraft

1. The right of the Client arises for the hangaring or parking of aircraft based on this valid contractual relationship or upon an order in case of AD-HOC parking. ABS Jets reserves the right, in case of unexpected hangar operation needs occur, to provide for the Client's Aircraft alternative parking space on the manoeuvring area in front of Hangar – berth C or apron or parking areas of the Airport or other hangar areas in the locality of the Airport in Bratislava with respect to the actual capacity possibilities. In case of the need to remove Client's Aircraft from the Hangar, ABS Jets will without delay inform the Client about this and offer an alternative parking or hangar space. The Client agrees to settle all applicable costs.
2. ABS Jets reserves the right to determine the order and placement of the aircraft. ABS Jets reserves the right to deny provisions until the time that the conditions or sufficient assurance of responsibilities are met by the Client.
3. Upon landing, the aircraft will be left by the crew in a given position in a state that allows for it to be tugged (i.e. in "A/C configuration for hangarage"). Crew, technician or other accredited agent provides handling agent with a 24/7 contact for the owner and/or operator of the hangared or parked A/C for the case of need.
4. Tugging aircraft is done by ABS Jets or other certified suppliers, using the appropriate technical equipment. Tugging mustn't be performed by the Client or other handling company; upon doing so, the Client pays for any damage to property or other damage incurred.
5. ABS Jets is authorized to refuse to perform tugs or manoeuvre aircraft for a necessary period in case of substantial operational or safety reasons. In such a case, the Client is to abide by such a decision for its duration.
6. The Client must verifiably submit the requests for hangaring and parking aircraft to ABS Jets, at least two hours in advance, using a written or electronic order. The written document is kept on file, even if the order is made electronically or via some other technical means which enable the capture of the contents and designation of the Client.
7. The Client is required upon request to submit a copy of documents ascertaining this fact, for purposes of verifying the owner or operator of a given aircraft.

Handling fuel

1. Any handling of fuel in the hangar and on the parking space is strictly FORBIDDEN.
2. Filling an aircraft with fuel is to be done exclusively by the supplier of fuel approved by the Transport Authority and the Airport, and to be done in stipulated places, and using equipment for such purposes.
3. Any fuel and other operations fluid leaks must be immediately reported to the fireman's rescue brigade (hereinafter: "HZS") via employees handling ABS Jets or directly on the emergency line of HZS, see the contacts part below.
4. The Client is required to accept all measures necessary in order for the risk to be reduced to the minimum, so as to protect the health and safety of persons and to prevent damages to life, health, property and the environment.

Drive units of aircraft

1. Starting and engine tests of jet, propeller and assisting (APU) fuel units are to be performed exclusively outside of the hangars, in areas assigned and intended for such activities, on the Airport's premises, at a safe distance from the buildings and always only after prior discussion with ABS Jets handling or VIP Handling employee.
2. The Airport is authorized to set a time and place for operating drive units and, if necessary, to likewise limit or forbid them. In such case the company of ABS Jets carries no responsibility for damages incurred.

Protecting safety and health during work and fire safety

1. The Client is bound to announce to all its employees and/or representatives any possible risks and of the need to uphold the rules of safe work and fire safety. Furthermore, the Client is bound to give the order for the activity to be conducted in such a way as to prevent fires, an injury to oneself or the injury of others or damage to health, property or the environment.

2. Employees and/or representatives of the Client are required to become familiar with the operation and facilities of ABS Jets, evacuation plans, location of the first-aid kits, fire extinguishers and emergency telephone numbers.
3. Employees and/or their representatives of the Client at work are required to:
 - a. Use the stipulated protective measures and aids and abide by the safety inscriptions, notices, signals and instructions;
 - b. Abide by the ban on alcohol consumption and use of psychotropic substances at facilities of ABS Jets and in the hangar, and the requirement to undergo tests for the presence of alcohol and psychotropic substances;
 - c. Abiding by the total ban on smoking, and of using an open fire;
 - d. Inform ABS Jets of all work injuries that have occurred, without delay;
 - e. Conduct one's activities with a heightened awareness, especially during work with electrical devices, appliances, machines, cables and appliances;
 - f. Handle chemical substances and conduct technical work, repairs, working at height, or dangerous work, only in the presence of persons who are trained from a medical or technical aspect, or have the respective certification. The authorization must be available upon request.
 - g. During any activity on the aircraft, always use a grounding cable, if required by the activity performed.
4. In hangars and in parking areas, it is strictly FORBIDDEN to perform especially the following risky activities:
 - a. Cutting and welding using a flame or an electrical arc, sanding or cutting using a high rpm device, or using an open fire;
 - b. Powder coating, spraying and mechanical application of aerosols, thinners, paints and glues;
 - c. Opening, disassembling and filling accumulating parts of batteries.

The environment and handling waste

1. ABS Jets uses in the hangar accessibility to drinking water, lighting, heating as well as corresponding hygienic conditions guaranteed by VIP Handling based upon the contract. ABS Jets keeps the areas of the hangar clean in accordance with specific VIP Handling rules.
2. VIP Handling regularly conducts cleaning and disinfection of all respective spaces. Fees for the regular use of water, electricity and heat, and for rubbish that results during hangaring and the parking of aircraft, are included in the price for services billed to the Client.
3. The Client is required to conduct its activity in a nature friendly way, to not waste products, and to gather produced waste in containers meant for it.
4. The Client mustn't produce dangerous, toxic or radioactive waste in the hangars or parking areas, and mustn't leave things or equipment there, which are soiled or damaged by such rubbish.
5. In applicable cases, employees and/or representatives of ABS Jets are authorized to refuse or prevent a Client's handling of rubbish.

Responsibility

1. The Client is responsible to reimburse for all property damage and other damages incurred as the result an intentional violation of morals, the law or contractual responsibilities of these GTC. In that is to arise, the Client is required to pay for such damages in their entirety.
2. ABS Jets isn't responsible for damages to the health or property of the Client, which occur as a result of negligence, intentional behaviour or a failure of the Client.
3. The Client is required to inform ABS Jets of all damages, as soon as they arise.
4. ABS Jets isn't responsible for damages that aren't announced immediately after receiving the respective aircraft after its ferrying, parking or hangaring.

Responsibility for maintaining confidentiality and secrecy of information

1. Acquiring audio-visual records of hangars and parking areas, without the awareness of ABS Jets and VIP Handling is strictly FORBIDDEN.
2. The Client is bound to consider all information gained or accessible as a result of hangaring or parking to be confidential and the subject of trade secrets. The Client is bound to keep all information secret, until they become public record in ways besides that of the Client violating its responsibilities (hereinafter: "Information"). Information which is considered to be secret and confidential especially includes:
 - a. The names of clients of ABS Jets;
 - b. The aircraft fleet of clients of ABS Jets;
 - c. The names of passengers of the company of ABS Jets or their clients;
 - d. Contractual prices and conditions;
 - e. Unauthorised audio-visual records related to the company of ABS Jets or their Clients;
3. The Client is required to abide by its responsibility to maintain the secrecy and confidentiality of information, take all necessary measures for the purpose of preventing the leak of information to 3rd parties, to not share information with any 3rd party and prevent any 3rd party from gaining such information.
4. The Client is required to immediately inform ABS Jets in the case it discovers a violation of its responsibility to keep the confidentiality and secrecy of information.

Contractual penalty

1. The company of ABS Jets is authorized to ask for a contractual penalty in the amount of 100,000.00 EUR (written: one hundred thousand euro) for any violation of the responsibilities arising from these GTC, especially for violating the responsibility to keep information confidential. Payment of the contractual penalty doesn't affect the claim to compensation for damages incurred.

Final provisions

1. These Terms & Conditions shall be governed by the laws of the Slovak Republic.
2. Any legal disputes arising in connection with these Terms & Conditions shall be decided by the corresponding court.
3. These Terms & Conditions form an inseparable part of the Hangaring Contract or Hangaring Order. If there is any dispute concerning the terms of the Hangaring Contract or Hangaring Order and these Terms & Conditions, the provisions of the Contract or Order will take preference.
4. ABS Jets is entitled to change or modify these Terms & Conditions. If the Client does not agree to the change, the Client has the right to withdraw from this contract with a notice period of 3 months.
5. These Terms & Conditions have been drawn up in Slovak and in English.
6. The current version of these Terms & Conditions is available to the Client at <http://www.absjets.com/en/documents/general-terms-and-conditions> or in writing on request from ABS Jets handling.

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