مطارات الرياض
riyadh airports



Conditions of Use for Airport Users and Service Providers

Riyadh Airports Company
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Definitions and Interpretation

Definitions

In these Conditions of Use, all terms defined herein shall have the following meanings:

Access Form means the form available at [KKIA Airport].
Affected Party has the meaning given to that term in clause (a).
Airport Users/Airport User means users of the Airport Facility that own or operate an airline, or an air carrier, or an Operator as appropriate.
Airport Facility means the physical infrastructure and services owned / operated or provided at RAC located in Riyadh, the Kingdom of Saudi Arabia at King Khalid International Airport, to support aircraft operations, passenger movement, cargo handling, and airport management. This includes but not limited to:
Runways and taxiways (for aircraft takeoff, landing, and movement), Passenger terminals (for check-in, security, boarding, and baggage claim), Cargo terminals (for handling freight and logistics), Air traffic control towers, Hangars and maintenance areas, Fueling stations, Parking areas (for aircraft and vehicles), Support buildings (like administration offices, fire and rescue stations). Overall, airport facilities ensure the safe, efficient, and organized functioning of both airside and landside operations.
Airport Facility Services means the services set out in Schedule 1 to these Conditions of Use.
Applicable Law means any decree, resolution, law, statute, act, ordinance, rule, directive (to the extent having the force of law), order, treaty, code, lawful requirement, demand or regulation at any time, or any legally binding interpretation thereof, by a Relevant Authority, and including any international laws and standards that have been adopted in the Kingdom of Saudi Arabia, relating to or applicable to the Airport Facility and/or Airport Facility Services. This includes any agreement, standard, principle of behaviour, rule, regulation, policy or code of practice laid down or required by any Relevant Authority, including any international laws and standards that have been adopted in the Kingdom of Saudi Arabia, including GACA laws and regulation.
Auditor means any auditor, inspector, regulator or other representative of ours, which RAC nominate in writing.
Business Day a day (other than a Friday, Saturday or public holiday) on which banks are open for general banking business in Riyadh, the Kingdom of Saudi Arabia.
Conditions of Use has the meaning given to that term in clause (a).
Confidential Information all information belonging or relating to a party, whether oral, graphic, written or in any other form, that is not generally available to the public at the time of disclosure other than by reason of a breach of these Conditions of Use or that is in fact, or should reasonably be regarded as, confidential to the party to whom it belongs or relates.
Data Breach has the meaning given to that term in clause 26.2.
Dispute has the meaning given to that term in clause (a)(i)28.
Dispute Notice has the meaning given to that term in clause (d).
Facility Utilization Information means the information fields Airport Users and Service Providers are required to provide to RAC as set out Schedule 2 to these Conditions of Use.
Force Majeure Event has the meaning given to that term in clause (b).
GACA means the General Authority for Civil Aviation in the Kingdom of Saudi Arabia.
GACA's Quality Programs include Airport Performance Monitoring Program (APM) and its appended schedules, and Airport Total Quality Evaluation program (ATQE).
Government Agency means: (A) a government, government department or other governmental body; (B) governmental, semi–governmental or judicial person including a statutory corporation; or (C) a person (whether autonomous or not) who is charged with the administration of a law.
IATA means the International Air Transport Association.
Industrial Action includes: (A) the performance of the work in a manner different from that in which it is customarily performed, or the adoption of a practice in relation to the work, the result of which is a restriction or limitation on, or a delay in, the performance of the work; (B) any ban, limitation or restriction on the performance of the work, or on the acceptance of or offering for the work by an employee; (C) a failure or refusal to attend

for work or a failure or refusal to perform any work at all by employees who attend for work; or (D) any failure or refusal by employees to attend for work or a failure or refusal to perform any work at all by employees who attend for work, whether actual, threatened, impending or probable which relates to the Airport Facility.

Bankruptcy Event means, in relation to a party, that any of the following events or circumstances have occurred based on the Bankruptcy Law approved by Royal Decree No. M/50 February 14, 2018.

Notice has the meaning given to that term in clause (a).

Non-Compliance means any failure, act, omission, or default by the Airport Users or Service Providers to comply with any obligation, standard, requirement, or condition set forth in this Document, including any applicable law, regulation, technical standard, or operational procedure.

Occupational Health and Safety Requirements has the meaning given to that term in clause (b).

Operator means any natural or corporate person operating, for his benefit, one or more aircraft and controlling the flight crow thereof.

Personal Data has the meaning assigned to “personal data” or the equivalent term in the Privacy Laws.

Personnel means the officers, employees, agents, representatives, contractors and subcontractors of the Airport Users and Service Providers.

Privacy Laws means (i) the Personal Data Protection Law issued by Royal Decree No. M/19 dated 09/02/1443H (corresponding to 16/09/2021G), as amended, replaced, or superseded from time to time and its Implementing Regulations issued on 22/02/1445H (corresponding to 07/09/2023G), as amended, replaced, or superseded from time to time, and (ii) any Applicable Law relating to privacy or the protection or processing of Personal Data in any jurisdiction, to the extent applicable.

Protected Person has the meaning given to that term in clause (a).

RAC means Riyadh Airports Company or any of its permitted assigns as owner or operator of the Airport Facility.

Relevant Authority means any Government Agency, court, governmental body, regulatory or relevant authority of the Kingdom of Saudi Arabia, including but not limited to GACA.

Relevant Aircraft has the meaning given to that term in clause (a).

Reporting Party has the meaning given to that term in clause 26.2.

Required Insurances means the insurance policies required to be effected and maintained in accordance with clause16.

Sanctions means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the relevant authority in the United States, the European Union, the United Kingdom, the Kingdom of Saudi Arabia or any jurisdiction or by the United Nations.

Security Requirements has the meaning given to that term in clause (d).

Senior Representative has the meaning given to that term in clause (a).

Service Providers means an entity providing third parties with one or more categories of ground handling or air cargo services, as per the economic license issued by GACA as stipulated in the Economic Regulations for Ground Handling and Air Cargo Services.

VAT means value added tax as may be imposed by Applicable Law.

Website means the following website operated by RAC, or any replacement website from time to time: [https://www.riyadhairports.com/en/].

Designated Waiting Area for INAD passengers a designated waiting area for Inadmissible Passengers for travel documents related issues. These may include a (welcome lounge) or rest pods for passengers whose return flight in mor then (6) hours away, in manner that meets basic humanitarian needs.

Interpretation

In these Conditions of Use:

(a) words importing the singular include the plural and vice versa;
(b) other parts of speech and grammatical forms of a word or phrase defined in these Conditions of Use have a corresponding meaning;
(c) unless otherwise set out in these Conditions of Use, a provision does limit any other provision of these Conditions of Use;
(d) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;

(e) these Conditions of Use include any schedule;
(f) a reference to anything (including any right) includes a part of that thing but nothing in this paragraph implies that performance of part of an obligation constitutes performance of the obligation;
(g) a reference to a party to a document includes that party's successors and permitted assigns;
(h) the terms "including", "for example", "such as" and similar terms do not imply any limitations; and
(i) a term starting with a capital letter, has the meaning given to that term in the definitions (above) to these Conditions of Use, unless otherwise defined.

Conditions of Use

1. Introduction

(a) According to Section 2 (Requirements on the Airport Operator) of Chapter 6 (Conditions of Use of the Economic regulations airports); this document sets out the Conditions of Use that Airport Users and Service Providers must adhere to when accessing or using the Airport Facility (Conditions of Use),
(b) References in the Conditions of Use to each a "party", and together the "parties").
(c) By accessing or using the Airport Facility and Airport Facility Services Airport Users and Service Providers agree to comply with these Conditions of Use and accept to be bound by these Conditions of Use (including any material incorporated into them by reference) from the first date of Airport Users and Service Providers use of the Airport Facility. Airport Users and Service Providers will be deemed to have agreed to be legally bound by fully and irrevocably accepted these Conditions of Use by using or continuing to use any Airport Facility.
(d) These Conditions of Use are published as of [02/11/2026] and shall get effective as of [01/01/2027] and, any changes on the Condition of Use should be announce 60 days prior to the implementation date, RAC will announce the Airport Users and Service Providers by email, RAC will supersede all previous versions. RAC may change or update these Conditions of Use – after GACA's approval- from time to time at RAC sole discretion and Airport Users and Service Providers acknowledge that the onus is on Airport Users and Service Providers to view the most recent version of these Conditions of Use before accessing or using the Airport Facility or Airport Facility Services. RAC will make any amended version of these Conditions of Use available on KKIA Website at [KKIA Airport].
(e) Nothing in these Conditions of Use shall be construed or deemed to grant anyone rights to use the Airport Facility or Airport Facility Services without RAC prior written approval.
(f) These Conditions of Use do not restrict or constitute a waiver of any of RAC powers or rights.
(g) These conditions shall take effect from the date of [01/01/2027] and -without prejudice to the laws and regulations and the Economic Regulations and GACA's resolutions-. These conditions supersede all previous terms and conditions relating to use of the facilities and services.
(h) There are no provisions or articles in these Conditions of Use which conflict with Saudi Civil Aviation Law or other related laws and regulations

2. Provision of Airport Facility

2.1 Standard of care

(a) RAC will comply with all Applicable Law in the operation and maintenance of the Airport Facility.

(b) RAC will ensure that RAC have in effect and maintain all licenses, approvals and permits required by Applicable Law to operate the Airport Facility.

(c) Airport Users and Service Providers accept the Airport Facility with all existing infrastructure, including information technology, fixtures, fittings, common use areas and other equipment "as is and where is".

(d) Airport Users and Service Providers agree that no rights of ownership or tenancy are created by these Conditions of Use in favour of Airport Users and Service Providers over any part of the Airport Facility.

2.2 RAC management of the Airport Facility

(a) Airport Users and Service Providers acknowledge that RAC have the exclusive right to operate and manage the Airport Facility, including the exclusive right to:
  i. manage Airport Facility Services;
  ii. appoint and allocate cleaning and maintenance services; and
  iii. allocate facilities, and the use of those facilities by ourselves and other third parties.

3. Airport Facility Services

3.1 Provision of Airport Facility Services by RAC

(a) RAC will provide the Airport Facility Services:

i. in accordance with these Conditions of Use;
ii. in accordance with all Applicable Laws and Regulations; and
iii. in accordance with any and all service levels as set out in any service level agreement between Airport Users or Service Providers and RAC.

(b) Airport Users and Service Providers acknowledge that RAC may enter into contracts with third parties for the performance of the Airport Facility Services.

3.2 RAC rights to access and inspect the Airport Facility

(a) Notwithstanding any access to the Airport Facility granted to Airport Users and Service Providers, RAC retain at all times the right to access all parts of the Airport Facility at any time for security reasons and without violating the laws and regulations, with or without notice.
(b) Airport Users and Service Providers acknowledge and agree that RAC may at any time, with or without notice, inspect Airport Users and Service Providers (i) aircraft at the Airport Facility (ii) use of the Airport Facility and (iii) use of the Airport Facility Services, for security reasons and without violating the laws and regulation.

4. Access to Airport Facility

4.1 Airport Users and Service Providers access to Airport Facility

(a) Airport Users and Service Providers agree that when accessing the Airport Facility and when using Airport Facility Services, that Airport Users and Service Providers will, at all times:
i. comply with all Applicable Laws and regulations;
ii. comply with and Airport Users and Service Providers must ensure that Airport Users and Service Providers Personnel are aware of and comply with these Conditions of Use and all of RAC manuals, standards, procedures and policies applicable to Airport Users and Service Providers or at the Airport Facility (as updated from time to time and available from RAC Website), which includes (but is not limited to):
(A) (Operational Standards Procedures)
(B) (Aerodrome Manual)
(C) (Aerodrome Emergency Plan)
(D) (SMS Manual)

Access to the documents requires submission of a request via Data Sharing Request Service.

iii. comply with any restrictions, directives and regulations that may be in place from time to time, including where imposed by a Relevant Authority which includes, for the avoidance of doubt, GACA and each other applicable authority;
iv. comply with all relevant safety and security directions notified by RAC from time to time and necessary for the day to day operation of the Airport Facility; and
v. comply at all times with any other instructions or procedures notified to Airport Users and Service Providers from time to time by RAC or a representative acting on RAC behalf, in writing, including procedures in relation to noise minimisation and occupational health and safety.

(b) At all times when accessing the Airport Facility Airport Users agree to comply with the operational requirements in Schedule 4.
(c) At all times when accessing the Airport Facility Airport Users and Service Providers agree, to co-operate with and provide all assistance reasonably requested by RAC and any other third parties notified to Airport Users and Service Providers by RAC.
(d) Airport Users and Service Providers accept that they must:
i. take all steps necessary to improve the efficiency of Airport Users and Service Providers use of the Airport Facility;
ii. conduct Airport Users and Service Providers operations at the Airport Facility to a standard not less than best practice at similar sized airports;
iii. not interrupt or compromise the efficient operation of the Airport Facility; and

iv. not directly or indirectly hinder, limit, or restrict any other users use of the Airport Facility.

4.2 General restrictions

(a) At all times when accessing or otherwise using the Airport Facility, Airport Users and Service Providers must ensure that they:

i. do not licence, sublicence, part with possession or use the Airport Facility or any part of the Airport Facility without RAC prior written consent;
ii. damage any part of the Airport Facility;
iii. cause any injury to any person at, or in the vicinity of, the Airport Facility; or
iv. Engage in any action that could directly or indirectly harm the airport's reputation.

4.3 RAC right to deal with non-compliance

(a) Without limiting RAC other rights under these Conditions of Use and at law, if Airport Users and Service Providers do not comply with these Conditions of Use RAC may:

i. require Airport Users and Service Providers to take all steps necessary to rectify the non-compliance with these Conditions of Use; and
ii. immediately and without notice, if Airport Users and Service Providers equipment at the Airport Facility adversely affects the operation of the Airport Facility, or any other third party's equipment at the Airport Facility, or otherwise is causing a nuisance or danger to others, undertake any corrective action (at Airport Users and Service Providers cost) to rectify that situation, which may include removing Airport Users and Service Providers equipment (including aircrafts) and take the necessary legal action.

4.4 Airport Users and Service Providers obligations to assist in the event of an emergency

(a) Without limiting Airport Users and Service Providers obligation to comply with the aerodrome emergency plan (as set out in clause 4.1), Airport Users and Service Providers agree to:

i. participate in emergency response training and planning sessions as requested by RAC from time to time;
ii. ensure that Airport Users and Service Providers have in place appropriate emergency response plans and procedures, and ensure that those plans and procedures are regularly tested;
iii. comply with the aerodrome emergency plan to the extent of any inconsistency between the aerodrome emergency plan and Airport Users and Service Providers own emergency response plans;
iv. provide any information reasonably requested by RAC in connection with Airport Users and Service Providers preparedness to respond to an emergency;
v. Provide whatever resource is required in order to minimize potential harm to people or to preserve and avoid unnecessary damage to assets, and enable a return to normal operation as soon as possible in an emergency and crisis situation; and
vi. comply with any and all requests and actions made to Airport Users and Service Providers by RAC in an emergency and crisis situation.
vii. Approve and comply with all instructions, actions, and operational directives issued by RAC to Airport Users and Service Providers during emergency and crisis situations, and accept full responsibility for compliance and any consequences arising therefrom.

(b) Operational Continuity and Minimum Resource Requirements:

i. The Service Providers shall, at all times, maintain the approved minimum level of operational resources as per the signed SLA or any other form of agreed level of service, including but not limited to equipment, vehicles, and critical human resources, as necessary to ensure continuous operations and to prevent any adverse impact on airport operations, safety, or service efficiency.
ii. The Service Provider shall maintain standby resources, spare parts, or alternative arrangements to ensure that critical equipment failures do not result in service interruption.
iii. In the event of failure of any critical equipment, the Service Provider shall immediately deploy a standby unit or implement alternative measures to maintain operational continuity from the earlier of:
    a) formal notification by RAC; or
    b) the time the failure is identified.
iv. The repair or full replacement of the affected equipment shall be completed within a target period of up to twenty-four (24) hours from the earlier of the above.
v. If the replacement period exceeds the stipulated (24) hours, RAC shall be entitled to impose progressive financial penalties for each day of delay, in accordance with the approved Violation table. This shall be without

prejudice to RAC's right to implement alternative operational measures necessary to ensure service continuity and maintain safety.

vi. All The Service Providers operating at the airport shall participate, when required, in the sharing of critical operational resources during emergencies or operational disruptions to maintain safety and ensure operational continuity. Such resource sharing shall be governed by an Airport-approved Blanket Agreement/ TARbox Agreement, which shall define the scope of shared resources, activation mechanisms, roles and responsibilities, and applicable financial arrangements.

vii. All Service providers shall provide business continuity plan in relation to their activity in airport operations to be discussed quarterly and approved by the Airport Authority.

(c) Airport users must ensure compliance with Passenger Rights Protection Regulations issued by GACA.

(d) Airport users must comply with Flight Delays Procedures according to Article (10) of the Passenger Rights Protection Regulations:

i. The air carrier shall commit to the announced flight schedule and the flight times shown in the Reservation, unless such delay is for security and safety reasons, based on reports approved by GACA.

ii. The air carrier shall notify the passenger about the flight delay at least (45) minutes prior to take-off time, and the notice shall contain the new take-off time.

iii. The air carrier shall update the flight status and any additional delays every (30) minutes, and the consecutive delay periods for the same flight shall be treated as a continuous period.

iv. Taking into consideration the provisions stipulated in Paragraph (3-C) of Article Seventeen of the Regulations, the air carrier shall be responsible for the cost of extending the passenger's accommodation until the new flight time in case the flight delay occurs while the passenger is in a paid accommodation location, whether a hotel or any other residential unit with the same purpose, and the passenger shall be informed of the new departure time and given the necessary support.

v. Cases of delays in departure and their duration are dealt with by offering care and support services based on the time difference between the actual and the scheduled departure time.

vi. The compensation resulting from flight delays is calculated based on the actual arrival time of the passenger compared to the arrival time specified in the Reservation. The compensation is provided as per the regulations.

vii. The passenger has the right to request the termination of the contract with the air carrier in case the flight is delayed for a period exceeding (2) hours, and the passenger is entitled to a full refund of the ticket price only, without the deduction of any fees.

viii. In case the flight delay extends to over (5) hours, then the passenger has the right to consider the flight canceled and the passenger is entitled to compensation as per the cancellation provisions specified in the Regulations.

(e) Airport users must comply with Tarmac Delays Procedures According to Article (11) of the Passenger Rights Protection Regulations:

i. For the duration of the tarmac delay, the air carrier shall provide:

- Access to toilets, if the aircraft is so equipped.
- Adequate ventilation and air conditioning or heating.
- Food and drink.
- The passenger with the ability to contact people outside the aircraft.

i. In the event the tarmac delay period reaches (3) hours, the air carrier shall give the passenger the choice to disembark the aircraft, unless so prohibited for security and safety reasons

ii. In the event of disembarking the aircraft, priority shall be given to persons with disabilities and special needs and assistants or companions thereof, whether persons or animals.

iii. In the event of choosing to disembark the aircraft, the passenger has the right to request the air carrier to treat the flight as cancelled under the flight cancellation provisions of the Regulations.

(f) Airport users must comply with Flight Cancellation procedures according to Article (12) of the Passenger Rights Protection Regulations:

i. The air carrier is not permitted to cancel scheduled flights except in cases involving Force Majeure or for safety and security reasons based on reports approved by GACA.

ii. When informing the passenger of the cancellation of a flight, the air carrier shall take the following into consideration:

- To offer the passenger of the available alternative flights.

- To clarify to the passenger his/her right to care, support, and compensation.

iii. In case the passenger accepts the alternative flight, the passenger is not entitled to compensation, and the provisions related to flight delays mentioned in this Regulation shall apply to the time difference between the original flight and the alternative flight.

iv. The passenger has the right to terminate the contract when a flight is canceled and the passenger does not accept an alternative flight. In such case, the air carrier shall be relieved from providing the care and support stipulated in Article Seventeen of the Regulations.

v. Termination of the contract upon the cancellation of a flight shall entail a refund of the full value of the ticket, including any additional fees paid by the passenger to complete the reservation, such as seat selection fees, baggage fees, and other fees.

vi. The passenger is entitled to compensation in case a flight is canceled by the air carrier according to regulation.

vii. In case the flight is cancelled in airports that do not have ongoing flights on daily basis, the air carrier shall provide an alternative method of transportation upon the approval of the passenger to guarantee his/her arrival at the destination or to the nearest airport that he/she can depart from the destination.

(a) Airport User must comply with Article 17 of Passenger Rights Protection Regulations for care and support compensations.

(b) GACA will monitor the implementation of the provisions of Passenger Rights Protection Regulations, and will enforce all measures stated, including the imposition and collection of financial penalties.

4.5 Service delivery

(a) Airport Users and/or Service Providers agree that any services they provide from/to the Airport Facility must comply with any and all service levels as set out in any service level agreement between Airport Users or Service Providers and RAC.

(b) Airport Users and/or Service Providers may not subcontract any Ground Handling Services unless the nominated subcontractor agrees to enter into a service level agreement with RAC in accordance with GACA's Quality Programs.

(c) To ensure the highest level of customer service delivery and a continuous improvement of service standards at the Airport Facility, Airport Users and/or Service Providers shall (and must ensure that Airport Users and/or Service Providers contracted service providers shall) maintain a minimum Level of Service (as defined in RAC Operational Standards Policy), that meets pertinent regulatory requirements from GACA and/or industry best practices.

(d) Airport Users and/or Service Providers shall ensure collaboration with the Airport Facility's management and employees and adhere to GACA's Quality Programs and the Operational Standards Policy. This shall include the provision of all information requested by the Airport Facility, from time to time, to enable service delivery assessment and monitoring across all areas of Airport Facility operations.

4.6 Personnel

(a) Airport Users and/or Service Providers must ensure that in respect of any of their Personnel who access an Airport Facility, those Personnel:

i. are appropriately qualified and competent in the provision of any services or in their use of the Airport Facility; and

ii. Airport Users and/or Service Providers immediately remove any Personnel from the Airport Facility upon RAC request with a valid reason.

(b) Airport Users and/or Service Providers must have a published training plan for their Personnel assigned to work at an Airport Facility, and details Airport Users and/or Service Providers training plan must be provided to RAC upon request. Airport Users and/or Service Providers must ensure that their Personnel attend and complete any training set out in Airport Users and/or Service Providers training plan.

(c) Any of Airport Users and/or Service Providers working at an Airport Facility must meet language proficiency standards set by RAC from time to time, so that they are able to communicate orally and in writing (being Arabic and/or English according to their roles and responsibilities, and the language adopted at the Airport Facility).

(d) RAC reserve the right to introduce additional access requirements for users of the Airport Facilities, including users responsible for Ground Handling Services at any one or more Airport Facilities, and to determine any specific terms and conditions which may apply to particular users of the Airport Facilities.

(e) If RAC implement any additional access requirements for users of an Airport Facility, Air Airport Users and/or Service Providers must ensure that any of their relevant Personnel who attend an Airport Facility are appropriately authorized and complied with any relevant additional terms and conditions.

(f) If Airport Users and/or Service Providers subcontract any services performed at an Airport Facility, Airport Users and/or Service Providers liability and obligations under these Conditions of Use are not reduced or otherwise affected by subcontracting the performance of those services or any part of Airport Users and/or Service Providers obligations under these Conditions of Use, and Airport Users and/or Service Providers remain liable to RAC for the acts and omissions of any subcontractor of Airport Users and/or Service Providers as if they were Airport Users and/or Service Providers acts and omissions. Airport Users and/or Service Providers must ensure that subcontracts contain terms that require the subcontractor to perform its obligations under the subcontract in a way that ensures that Airport Users and/or Service Providers can comply with their obligations under these Conditions of Use.

(g) Airport Users and/or Service Providers remain responsible for the management of employee and industrial relations with respect to Airport Users and/or Service Providers Personnel. Airport Users and/or Service Providers must promptly inform RAC of any Industrial Action that has a material impact on Airport Users and/or Service Providers ability to meet their obligations under these Conditions of Use.

5. Provision of information

5.1 Provision of Access Form

(a) In order to access the Airport Facility for the first time Airport Users and Service Providers must complete an Access Form through the following [https://gaca.tasreeh.sa/login] and receive RAC approval that access to the Airport Facility has been authorized.

(b) Airport Users and Service Providers must promptly notify RAC of any changes to the information Airport Users and Service Providers set out in an Access Form and RAC reserve the right to revoke RAC approval for access to the Airport Facility at any time.

(c) Without limiting the information that must be set out in the Access Form, Airport Users and Service Providers must provide RAC with evidence satisfactory to RAC that Airport Users and Service Providers have in place the Required Insurances.

5.2 Bank Guarantee

(a) RAC may by written notice to Airport Users and Service Providers anytime request that Airport Users and Service Providers provide RAC with a bank guarantee in the form required under this clause (c).

(b) The bank guarantee must:

i. be unconditional;

ii. be for an amount as determined by RAC relating to RAC reasonable estimate of Airport Users and Service Providers use of the Airport Facility; and

iii. otherwise be in a form acceptable to RAC

(c) If RAC request Airport Users and Service Providers to provide a bank guarantee then Airport Users and Service Providers right to access and use the Airport Facility is subject to Airport Users and Service Providers providing RAC with the bank guarantee in accordance with this clause (c) within 30 days of RAC request.

(d) Airport Users and Service Providers irrevocably agree that the issuer of the bank guarantee must act immediately on RAC demand, without reference to Airport Users and Service Providers and even if Airport Users and Service Providers have instructed the issuer not to make payment. Acceptance of the bank guarantee or payment under any bank guarantee does not limit RAC rights or waive any breach of these Conditions of Use by Airport Users and Service Providers.

(e) If at any time RAC call on Airport Users and Service Providers bank guarantee, RAC may require that Airport Users and Service Providers provide a replacement bank guarantee.

(f) If any bank guarantee provided by Airport Users and Service Providers under this clause (c) contains an expiry date, then Airport Users and Service Providers must provide RAC with a replacement bank guarantee by no later than the date that is one month prior to the relevant expiry date.

5.3 Ongoing provision of information regarding Airport Users and Service providers use of the Airport Facility

(a) No later than the 12th day of each month, Airport Users and Service Providers agree that they must provide RAC with the Facility Utilization Information (to a level of detail determined by RAC acting reasonably) for the previous calendar month in electronic form by e-mail to [CoU@Riyadhairports.com].

(b) Without limiting the foregoing, Airport Users and Service Providers must, if required by notice in writing by RAC, supply such information as RAC may require concerning Airport Users and Service Providers use of the Airport Facility. Airport Users and Service Providers must provide the information within 7 days after service of the notice, or such other time specified in the notice.

(c) If Airport Users and Service Providers become aware of any errors in the information provided to RAC in connection with these Conditions of Use, Airport Users and Service Providers must inform RAC of the error and provide in writing the correct information and an explanation for the error.

6. Safety and Security

6.1 Security

(a) Security Cards: Following receipt of written approval from RAC that Airport Users and Service Providers access to the Airport Facility has been authorised pursuant to clause (a), RAC will issue security cards to Airport Users and Service Providers authorised Personnel. Without limiting Airport Users and Service Providers obligations with respect to the Security Requirements Airport Users and Service Providers and their Personnel must:

i. ensure the security card is preserved to avoid damage and loss;
ii. ensure the security card is carried and displayed on the Personnel to facilitate its visibility by security officials during work;
iii. show security cards when passing through any security checkpoint;
iv. immediately return the security card during the last the date of termination, to (Royal Saudi Air Force “RSAF”) upon termination of the Personnel’s employment or contract with Airport Users and Service Providers;
v. ensure that if Airport Users and Service Providers are observed entering restricted areas without carrying a security card, the Airport Facility security authorities must be notified; and
vi. must not use the security card outside of the Personnel’s official working hours.

(b) If a security card is misplaced or lost, Airport Users and Service Providers agree to ensure that:

i. Airport Users and Service Providers Personnel immediately informs their supervisor (manager, project manager, etc.);
ii. The supervisor and/or relevant Personnel required to pass by (Royal Saudi Air Force “RSAF”) to report a misplaced or lost ID Badge and fill out (Report of Lost ID Badge). Following payment of any applicable fine provided by GACA (based on the type of permit and the number of times the permit was lost (Security Permits Pricing).Then submit a request through the following weblink: [https://gaca.tasreeh.sa/login] containing the security card holder's information (name, security card number, areas allowed to enter, expiration date) as well as the (Report of Lost ID Badge) and any other information required, a security card will then be issued to the relevant holder once the request is approved.

(c) Where a cardholder has misplaced their security card more than once, RAC, at it’s own discretion, may not allow the cardholder to obtain a security card or replacement security card.

(d) **Security Requirements:**

i. Airport Users and Service Providers agree to comply with any Security Requirements set out on RAC Website and/or as notified to Airport Users and Service Providers from time to time.
ii. Comply with the National Aviation Security Program, airport security program (ASP).
iii. Airport Users and Service Providers agree to have adequate awareness of Airport Users and Service Providers surroundings in the Airport Facility, and when observing any illegal acts or suspicious or suspected individuals, Airport Users and Service Providers must immediately report such activity to the Security Operation Center via telephone: +966-11-221-7555.
iv. Airport Users and Service Providers agree to cooperate and maintain continuous communication with Relevant Authorities and security police in accordance with RAC security regulations and standards and the Airport Facility at all times.
v. If suspicious baggage is located in the Airport Facility Airport Users and Service Providers must immediately contact the Security Operation Center via telephone: +966-11-221-7555 and take any action required by the Security Operation Center, and must not:

(A) approach;

(B) open;
(C) shake or hold;
(D) disassemble or separate;
(E) cut wires in or on; or
(F) lift or remove covers on,

the suspicious baggage.

vi. Airport Users and Service Providers agree to not carry or transport any prohibited items (as notified to Airport Users and Service Providers from time to time), including: firearms, guns and weapons; sharp objects; blunt objects; explosive and flammable materials; chemical and toxic materials; liquids and gels (100mm and more, even if the container is incomplete).
vii. In the event of receiving a bomb threat via phone call, Airport Users and Service Providers to the extent possible, agree to: stay calm; note the exact time of the call; note the actual wording; record any other details include background sounds; extend the duration of call to the extent possible; and notify the relevant agencies and contact the Airport Duty Manager immediately via telephone: +966-11-221-9555.

(e) **Breach of Security Requirements:** If Airport Users and Service Providers become aware of an actual or suspected breach of the Security Requirements, Airport Users and Service Providers must immediately notify RAC and promptly:
i. rectify any actual breach;
ii. investigate any suspected breach, implement rectification measures if a breach has or may occur, and notify RAC of all steps taken; and
iii. comply with any instructions given by RAC to Airport Users and Service Providers in respect of any breach or suspected breach of the Security Requirements.
iv. RAC have the right to withdraw Airport Users and Service Providers Personnel security card in the event of any breach of the requirements set forth in this clause, failure to comply with RAC policies, manuals, programs, security concerns, misconduct, or any other legitimate reason deemed necessary.

(f) **Media Permits:**

Airport Users and Service Providers acknowledge and agree that they must not provide information or media announcements that address security aspects at the Airport Facility and/or RAC. Airport Users and Service Providers acknowledge that the Relevant Authority will be responsible for media relations when an aircraft or airport is exposed to a security incident, which requires coordination between RAC, representatives of the Relevant Authority, and Airport Users and Service Providers regarding media announcements and permits related to security incidents, which are announced by the Relevant Authority in coordination with GACA.

6.2 Safety

(a) Airport Users and Service Providers acknowledge and agree to:
i. comply with all local and international -Which have been adopted by KSA- regulations and laws related to public health and safety;
ii. maintain a public health and safety management system and airport safety policy;
iii. ensure Airport Users and Service Providers implement best practice to maintain public safety;
iv. provide all safety equipment and tools to Personnel to maintain their safety;
v. train and ensure Personnel comply with public safety policies and procedures at the Airport Facility;
vi. cooperate with any periodic inspection and audits required by RAC to ensure compliance with safety standards or policies;
vii. obtain the requisite approvals from the Work Permits Department to carry out any maintenance or construction work;
viii. immediately or as soon as reasonably practicable, report any incidents related to public health and safety at the landside to RAC via email at [hse@riyadhairports.com], WhatsApp (0112219333), or related to aviation safety at the airside through the Safety Reporting Channel RAC via email at [Safety@riyadhairports.com], Safety Reporting System [ProSafeT Portal], or for reporting confidentially [Scr@riyadhairports.com].

(b) When accessing the Airport Facility, Airport Users and Service Providers must at all times:
i. comply with all:

ii. occupational health and safety laws and any occupational health and safety policies that may be in place for the Airport Facility;
iii. Safety Management System (SMS) activities, processes, policies and procedures that may be in place for the Airport Facility;
iv. occupational health and safety audits or inspections undertaken at the Airport Facility from time to time, whether by RAC or a third party conducting the audit or inspection on behalf of RAC; and
v. lawful directions and notices given by RAC from time to time,
(Occupational Health and Safety Requirements);
vi. provide any evidence requested by RAC (or a third party nominated by RAC) to demonstrate Airport Users and Service Providers compliance with the Occupational Health and Safety Requirements;
vii. notify RAC immediately upon becoming aware of any breach of the Occupational Health and Safety Requirements (whether under Applicable Law or under these Conditions of Use), or any other accident, incident, or injury; and
viii. participate and integrate Airport Users and Service Providers health, safety and environment and aviation safety management systems (SMS) into or with RAC SMS. This includes but is not limited to being subject to audits and inspections, participation in safety committees and safety reporting and making available any internal investigation outcomes and safety data collected.

(c) Airport Users and Service Providers must, if requested by RAC implement systems to identify, assess and eliminate or control risks in respect of Airport Users and Service Providers activities, and Airport Users and Service Providers use of the Airport Facility at their sole expense.

(d) (Safety Management System Requirements);

i. Participate in SMS Investigations, inspections, audits, engagements, airside safety committees and any other safety related activities conducted by RAC for the purpose of safety;
notify RAC Safety immediately upon becoming aware of any breach of Safety Management System Requirements, or any other incidents, serious incidents, and/or accidents: through the following communication channels: Safety@Riyadhairports.com (for reporting safety issues), SCR@Riyadhairports.com (for confidential reporting), [ProSafeT Portal] (for safety issues through the official safety reporting system).

(e) provide evidence for corrections, corrective actions, and preventative measures as requested by RAC, and making available any internal investigation outcomes and safety data required, as a result of safety deficiency, non-conformance, finding, or hazard identified during any SMS activities. Management of Change:

i. Airport Users and Service Providers acknowledge and agree to comply with:
ii. Management of Change (MoC) requirements and procedures as prescribed in the RAC SMS Manual;
iii. Notification to RAC in writing of any proposed change that may impact the safety, security, or efficiency of airport operations. This includes, but is not limited to:
    a) Introduction of new technology or equipment.
    b) Changes in the operating environment.
    c) Changes in key personnel.
    d) Introducing new procedures including maintenance and operational procedures.
    e) Physical changes such as facilities including operation setup, aerodrome, and ground facilities.
iv. Accompanying a comprehensive Safety Risk Assessment for the proposed change;
v. Not commencing until RAC has provided written acknowledgement as per RAC SMS MoC workflow.

(f) Safety Committees:

i. Airport Users and Service Providers that are assigned to any of KKIA Safety Committee including but not limited to:
    a) Runway Safety Team
    b) Emergency Planning Committee
    c) Wildlife Safety Committee

Shall nominate a maximum of two (2) representatives to serve as their official delegates to the relevant committee.

ii. Nominated representatives shall posses a sufficient authority to make decision on behalf of their organization at the time of the meeting. Attendance by individuals lacking such decision-making authority shall not be accepted as valid representation. In the event that a nominated representatives becomes unavailable or is otherwise unable to continue serving as an official delegates on behalf of its organization (temporarily or permanently), the concerned organization shall notify RAC immediately, and in any case no later than 14 working days prior to the next scheduled meeting, and shall nominate a suitable replacement.

iii. All actions, corrective measures, or recommendations assigned to an organization through any KKIA Safety Committees shall be agreed upon with the concerned party or parties responsible for their implementation and subsequently addressed, addressed, implemented, and closed out within the agreed timeline.

(g) Fatigue Management:

i. Airport Users and Service Providers shall implement appropriate fatigue management measures for personnel performing safety-critical operational duties, in accordance with established Fatigue Management principles, and shall ensure such personnel are fit for duty at all times while operating within the airport.

7. Terminal and passenger facilities

(a) Airport Users and/or Service Providers acknowledge and agree to:

i. only use Airport Facilities in accordance with these Conditions of Use. Any unauthorized use or modification of the Airport Facility properties is prohibited;

ii. maintain adequate Airport Facility resources such as passenger check-in counters, and other airport facilities used by all Service Providers in accordance with applicable operational requirements; and

iii. maintain the cleanliness of the Airport Facility at all times.

(b) Airport Users and/or Service Providers acknowledge that:

i. the misuse of baggage handling facilities and systems may lead to equipment failure, delays, or loss/damage to the Airport Facility property which RAC may recover from Airport Users and/or Service Providers;

ii. Airport Users and/or Service Providers are fully liable for any damages, losses, or delays caused by Airport Users and/or Service Providers misuse of Airport Facility property, including but not limited to damage to infrastructure, disruption of services, and harm to staff, or third parties;

iii. Airport Users and/or Service Providers are required to report any misuse, accidents, or equipment malfunctions to the Airport Facility immediately to RAC upon becoming aware of the misuse, accident or malfunction;

iv. Airport Users and/or Service Providers are responsible for rectifying any damages caused to the Airport Facility by misuse, either by repairing them at Airport Users and/or Service Providers own cost or compensating the Airport Facility;

v. Airport Users and/or Service Providers are required to cooperate with Airport Facility management and ensure readiness of business continuity plans in the event of sudden disruptions;

vi. Airport Users and/or Service Providers have committed ensuring sufficient resources in terms of manpower, equipment and supplies are provided at all times to guarantee an exceptional passenger experience;

vii. the Airport Facility is seeking to enhance a culture of continuous improvement and support and Airport Users and/or Service Providers are required to cooperate with any requests made by the Airport Facility concerning all initiatives led by it that aim to:

(A) improving the passenger experience by raising the level of efficiency and comfort during travel procedures; and

(B) allowing the Airport Facility to enhance the use of existing infrastructure and maximize capacity utilization;

(A) Airport Users and Service Providers are responsible for ensuring that transit passengers have the required documents and tickets for their final destination and that no transit time exceeds 12 hours from a passengers' arrival to the Airport Facility;

(B) Airport Users and Service Providers are responsible for ensuring that all shipments have the relevant GACA permits for any type of dangerous goods, especially for explosives, firearms and ammunitions (both cargo or carried by passengers) before arriving at the Airport Facility. This shall include landing permits for the Airport User's destination. Airport Users and Service Providers should ensure with the ground handler that adequate storage facilities are available at the Airport Facility for the specified 'Hazard Material Class' as per GACA regulations/approvals.

(C) Airport Users and Service Providers are responsible if they don't follow IATA DGR, GACAR 109, and KKIA DGR Committee regulations and recommendations to make sure DGRs are treated as per regulations and high standards.

(D) Airport Users and Service Providers are not allowed to accept baggage that exceeds the aircraft's maximum load capacity; and

(E) Airport Users and Service Providers must, if they encounter a potential difficulty in carrying out their responsibilities, inform RAC and/or the necessary Relevant Authority as soon as possible.

(c) Airport Users and/or Service Providers must make every effort to avoid congestion, overcrowding or delays at the airport due to staff shortages, equipment shortages, staff misconduct or any other reason that falls within Airport Users and/or Service Providers responsibilities.

(d) Airport Users and/or Service Providers acknowledge and agree that RAC will manage and assign terminals and facilities access, consider available space, capacity constraints, and optimal use of available resources.

8. Environmental compliance

8.1 Airport Users and/or Service Providers acknowledge and agree to:

(a) comply with local and international -Which have been adopted by KSA- environmental regulations and laws;

(b) adhere to RAC environmental management system and sustainability strategy and environmental policy, and apply best practices to conserve natural resources and reduce environmental impact;

(c) comply with RAC Net Zero Roadmap and Carbon Emissions Management Plan by implementing energy efficiency measures, adopting renewable energy, transitioning to electric vehicles, and promoting sustainable transportation and infrastructure solutions;

(d) develop and maintain a comprehensive waste management plan in line with national and international standards;

(e) obtain the necessary permits and licenses from the National Center for Waste Management and the National Center for Environmental Compliance (NCEC), if required by local regulations in the Kingdom of Saudi Arabia;

(f) comply with RAC stakeholders Partnership Plan, working collaboratively to achieve shared sustainability goals;

(g) when requested by RAC, provide an environmental impact study or environmental risk assessment based on the nature of the work, and issuing the necessary permits and licenses to ensure compliance with sustainability and environmental standards;

(h) cooperate with any periodic inspection and auditing required by RAC to ensure compliance with environmental standards;

(i) obtain the requisite approvals from the Work Permits Department to carry out any maintenance or construction work;

(j) deal with hazardous materials and substances in accordance with local and international standards; and

(k) promptly report environmental related observations and incidents to RAC via e-mail to the Environment Unit (env@rac.sa).

9. Commercial Photography, Film and Recording on Airport Facility Property

(a) Unless authorised in writing by RAC, no person may take still, motion, or sound motion pictures or sound records or recordings of voice or otherwise for commercial, training or education purposes, or use electronic amplification devices in public areas of the Airport Facility.

(b) Additional permits may be required from RAC and/or the Relevant Authority, please coordinate with RAC for further details.

(c) RAC authorised representatives and agents reserve the right to photograph and/or film the Airport Facility, vehicles, equipment, personnel and/or aircraft in the context of general airport operations as part of RAC efforts to create communication support materials to establish the context of its international operations and client base for use on its website, newsletters and internal and/or international communication vehicles. Any independent media or third-party requests to film or take pictures of specific airline brands or operations will be referred directly to Airport Users and/or Service Providers representative for review and approval as required.

10. Charges

10.1 Charges and payment

(a) Charges:

Charges for Aeronautical Services:

The service	Charge (SAR)	Unit	Provisions of implementing
Airport Building Charge (ABC)	25	Domestic departing passenger	The following passenger categories are exempted from ABC charges: - General aviation passengers using private aviation buildings and facilities. - Infant passengers - Crew members assigned to perform duties on board (pilots, aeronautical engineers, air navigators, or technicians) - Crew members who have been registered on the airline carrier's list as cabin crew members and hold an identification badge (pilots, aeronautical engineers, air navigators or technicians) - Transit Passengers who will stay inside the aircraft and will not use airport facilities - Sky Marshals
	175	International departing passenger	
	12.50	Domestic departing passenger (Transfer)	
	65	International departing passenger (Transfer)	

The service	Charge (SAR)	Unit	Provisions of implementing
Aircraft energy supply charges: Ground Power Unit (GPU):	350	For each one hour docked or part on Aircraft code (C)	The charge is incurred if the Airport Operator or the contractor provides the full operated service
	405	For each one hour docked or part on Aircraft code(E) (Less than 350 Tons)	
	405	For each one hour docked or part on Aircraft code(E) (more than 350 Tons)	
	780	For each one hour docked or part on Aircraft code (F)	
Aircraft energy supply charges: Pre-Conditioned Air (PCA):	400	For each one hour docked or part on Aircraft code (C)	The charge is incurred if the Airport Operator or the contractor provides the full operated service
	425	For each one hour docked or part on Aircraft code(E) (Less than 350 Tons)	
	425	For each one hour docked or part on Aircraft code(E) (more than 350 Tons)	
	850	For each one hour docked or part on Aircraft code (F)	
Landing	13	Per (1,000) Kg or part thereof, for aircrafts weightage from 1 kg to 5000 kg	Landing Charges are calculated based on the Maximum Take-off Weight (MTOW) of aircraft as stated in the aircraft's airworthiness certificate. Fractions starting from (500) five hundred kilograms are rounded up, and anything less than that is not calculated
	14	Per (1,000) Kg or part thereof, for aircrafts weightage From 5001 kg to 45,000 kg	
	15	Per (1,000) Kg or part thereof, for aircrafts weightage From 45,001 kg to 136,000 kg	
	17	Per (1,000) Kg or part thereof, for aircrafts weightage More than 136,000 kg	
Parking	6	For every 1000 Kg or part thereof, after 2 hours from parking the aircraft at its designated place as for every 8 hours and up to 24hours.	Airport Parking Charges are calculated based on the Maximum Take-off Weight (MTOW) of aircraft as stated in the aircraft's airworthiness certificate. Fractions starting from (500) five hundred kilograms are rounded up, and anything less than that is not calculated
	6	For every 1000 Kg or part thereof, for each 24 hours after the 24 hours from parking the aircraft at its designated place.	

The service	Charge (SAR)	Unit	Provisions of implementing
Airport Security Charges	8	For each domestic - international departing passenger	The following passenger categories are exempted from Security Charges and Special Security Charges as follows: Domestic and international transfer passengers and general aviation passengers are exempted from Security Charges only. 1. Airport security services are charged for only departing passengers domestic and international. 2. The following passenger categories are exempt from paying airport security services and special airport security services charges: - Infant passengers - Crew members assigned to perform duties on board (pilots, aeronautical engineers, air navigators, or technicians) - Crew members who have been registered on the airline carrier's list as cabin crew members and hold an identification badge (pilots, aeronautical engineers, air navigators, or technicians) - Transit Passengers who will stay inside the aircraft and will not use airport facilities - Sky Marshals 3. Only domestic and international transit passengers and general aviation passengers using private aviation buildings and facilities are exempted from airport security services charges. 4. Airport Security Charges and Special Security Charges shall not be incurred directly from passengers as part of the ticket fare. 5. Special airport security services charges are payable in addition to the airport security services charges (8 riyals).
Special Security Charges (payable in addition to the Security Charges of SAR 8)	13	For each passenger departing to USA/UK	

The service	Charge (SAR/Flight)	Unit	Provisions of implementing
Passenger Boarding Bridge Charges (PBB)	500	For each two hours docked or part on Aircraft code (C)	The charge is incurred if the Airport Operator or the contractor provides the full operated service
	650	For each two hours docked or part on Aircraft code(E) (Less than 350 Tons)	
	745	For each two hours docked or part on Aircraft code(E) (more than 350 Tons)	
	1030	For each two hours docked or part on Aircraft code (F)	
Video Docking Guidance System (VDGS) on aircraft parking	400	Per arriving flight	The charge is incurred if the Airport Operator or the contractor provides the full operated service
Passenger Transport Charges (Bus)	450	Per Trip, for 1st Class, on Aircrafts Code (C, E, E+, F)	
	550	Per Trip, for Guest class, on Aircrafts Code (C)	
	750	Per Trip, for Guest class, on Aircrafts Code (E)	
	750	Per Trip, for Guest class, on Aircrafts Code (E+)	
	900	Per Trip, for Guest class, on Aircrafts Code (F)	

Cap on charges for regulated Non-Aeronautical Services:

Property Leasing charges for first-line service providers			
Regulated non-Aeronautical services		Charge	Units
Lease – offices	Lease – offices – inside terminal	1,700	SAR/sqm/year
	Lease – offices – outside terminal	900	SAR/sqm/year
Lease – land	Lease – land – cargo*	250	SAR/sqm/year
	*It is allowed to add a revenue sharing not exceeding (15%) when contracting with air cargo service providers in a manner that does not contradicts with GACA BoD decision No. (577/36) dated 07/06/2023 regarding the lease terms in cargo facilities at the kingdom's airports.		
	Lease – land – In-flight catering services*	20	SAR/sqm/year
	*It is allowed to add a revenue sharing not exceeding (8%) when contracting with in-flight catering service providers.		
	Lease – land – MRO	20	SAR/sqm/year
	Lease – land – others (if applicable)	20	SAR/sqm/year
Lease – building	Lease – building – catering	471	SAR/sqm/year
	Lease – building / Apron operation buildings – MRO	840	SAR/sqm/year
Lease - Operational areas (e.g., storage, workshops, etc.)		700	SAR/sqm/year

Other Regulated Non-Aeronautical Services				
Regulated non-Aeronautical services			Charge	Units
Airport facility usage charges	Shared space for check-in counters		10.50	SAR per check-in counter/hour
Airport technology and baggage processing charges	Baggage management and handling system charges		2.50	SAR/ departing bag
	Common user terminal equipment and/or airport system usage charges		3.75	SAR per departing pax
Airport service and utility charges	Basic utilities (electricity, water, internet, air conditioning)	Electricity	0.30	SAR per Kw
		Water	8.40	SAR per cubic meter
		Air conditioning	0.40	SAR per TR-HR
Access related charges	Staff car parking charges		6000	SAR/lot/year
	Taxi Service access		5	SAR/trip

(b) Payment

i. Airport Users and Service Providers must:

ii. pay all amounts in an invoice given to Airport Users and Service Providers by RAC in accordance with this clause 10. in cleared funds on or before the date which is 30 days after the date on which Airport Users and Service Providers received that invoice; and

iii. make the payments by electronic funds transfer into an account nominated by RAC from time to time.

(c) Failure to make payments on time:

i. If an invoice is not paid on time in accordance with clause 10, liquidated damages must be paid to RAC.

ii. If an invoice remains unpaid for more than 30 calendar days after the due date, RAC may:

(A) liquidate the bank guarantee provided pursuant to clause (c);

(B) refuse to allow any or all of your aircraft to use the Airport Facility, subject to GACA approval;

iii. Without limiting RAC rights set out in this clause 11, RAC may take any other action permitted by applicable Law which allows RAC recover anything Airport Users and Service Providers owe to RAC.

11. Standard breaches and non-compliance to the provisions of this Condition of Use

(a) Consequences of breaches and non-compliance:

i. If Airport Users and/or Service Providers commit any of the standard breaches set out in Schedule 3, or violate any of the provisions of this Condition of Use, Airport Users and/or Service Providers agree to pay RAC the corresponding amounts set out in appendix (1) of this Condition of Use in accordance with the process detailed in the same appendix (1). Airport Users and/or Service Providers acknowledge and agree that the amounts in appendix (1) are either amounts that have been set according to applicable law or regulation (including as determined by GACA) or represent a genuine pre-estimate of the loss which would be suffered by RAC arising from or in connection with a failure to comply with the relevant standard breaches in Schedule 3.

12. Service Providers

The following section applies only to Service Providers:

12.1 Services to be provided by Service Providers

(a) Service Providers agree to contract or provide Ground Handling Services at the Airport Facility in accordance with the Ground Services Guidelines as available on RAC Website. These services shall include all Ground Handling Services as set out in GACA Economic Regulations - Ground Handling and Air Cargo
(b) Any Ground Handling Services provided directly by Service Providers (ie. self-handling) will be subject to any GACA's Quality programs requirements issued by GACA.
(c) Service Providers must ensure that at all times, that the necessary resources are available to provide the required level of service for all Ground Handling Services activities in accordance with these Conditions of Use and any service level agreement, including to provide sufficient coverage across all passenger and air cargo journey touchpoints to maintain the agreed level of service at the Airport Facility.
(d) Service Providers irrevocably agree, consent, and undertake to pay RAC, any costs incurred due to measures and initiatives required to ensure that the minimum level of services as required under any service level agreement is met at all times.
(e) Service Providers agree to share with RAC, any operational data relating to the performance of the Airport Facility operations as requested by RAC from time to time.
(f) Service Providers agree to provide access to all facilities, manuals, standard operating procedures, work instructions and all Personnel for the purpose of any operational audits and inspections as mandated by GACA.
(g) Service Providers shall return 'Lost & Found' shipments and items in a timely manner, and any complaints will be dealt with through a professional approach. If shipments and items are left on aircraft and are required for onward travel (e.g., issuing new Airwaybill, pre authority approvals), Service Providers agree to prioritize returning the shipment and items, so the onward journey is not affected
(h) Service Providers shall undertake any responsibilities and processes to support successful operations during peak times at the Airport Facility and agree that Service Providers may be required to conduct processes outside of the Airport Facility's terminal buildings, such as in remote or group check-in processing facilities, external baggage processing facilities.
(i) Service Providers agree to also provide RAC with an aircraft license certificate that includes the aircraft weights upon RAC request (NOISE certificate)
(j) Ground service provider shall ensure full compliance with all applicable national and international standards including but not limited to GACA 151, 68, IATA IGOM and AHM.
(k) Maintain valid GACAR Part 151 Certification and economic license with required operation specification.
(l) Ground service provider shall ensure the renewal of GACAR Part 151 certification, associated operation specifications and economic license in a timely manner, without any lapses throughout the contract period.
(m) Maintain detailed record of staff training and certification and ensure all operational staff undergo mandated training and demonstrate competency as per GACAR 68 requirements.
(n) Ground service provider shall ensure all GSE/vehicles operating within KKIA are fully comply with GACAR 151 requirement in terms of safety inspection, security authorizations and equipment age.
(o) All operational staff shall be properly trained, familiar with airport operations, and authorized to drive within the aerodrome in accordance with RAC and GACAR requirements.
(p) In the event of repeated non-compliance exceeding three (3) occurrences, including but not limited to operational non-compliance, use of damaged GSE, or failure to maintain valid TUV and security permits, the

Service Provider shall be deemed in violation. Appropriate corrective actions shall be required, and the applicable fines shall be imposed in accordance with the Operational Penalty set out in the applicable Violation Table.

13. Air Cargo

(a) Airport Users and Service Providers acknowledge and agree to:

i. The Air Cargo Facility must only be used in accordance with these Conditions of Use, and all cargo activities must comply with the applicable regulations set by GACA, IATA, the International Civil Aviation Organization (ICAO), and Zakat, Tax and Customs Authority (ZATCA).

ii. Cargo operations must be conducted safely, efficiently, and in compliance with applicable security, handling, and regulatory procedures. This includes proper screening, secure storage, and timely movement of goods across all cargo zones.

iii. Airport Users and Service Providers are responsible for ensuring that sufficient trained personnel, equipment, and operating systems are available at all times to support uninterrupted cargo operations and maintain service levels.

iv. Airport Users and Service Providers must meet all performance expectations to ensure efficient and timely cargo handling. As a result all Airport Users and Service Providers must comply fully with the SLA and RAC's standards.

v. All shipments must be accurately documented and declared, with complete and compliant air waybills, customs declarations, and any required permits submitted prior to processing. Cargo must be properly labeled, packed, and compliant with weight and safety limitations as defined by IATA, GACA, and RAC.

vi. Cargo containing hazardous materials, firearms, perishables, pharmaceuticals, live animals, or other restricted items must be declared in advance and handled only in designated zones by trained personnel. Permits must be obtained and approved prior to acceptance.

vii. Airport Users and Service Providers are responsible for ensuring that ULDs are stored on stillage as per IATA standards and released to agents within 30 minutes of request. ULD stock levels must meet daily operational requirements, and any unserviceable ULDs must be removed promptly from air-side areas.

viii. Airport Users and Service Providers must adopt fully automated systems and digital processes for documentation, scheduling, movement, and performance monitoring to align with RAC's operational standards and efficiency targets which means not limited to the shipments should be tracked automatically without human interference until it leaves the cargo terminals. In addition, all Airport Users and Service Providers must fully integrate their systems with the airport authority system.

(b) Airport Users and Service Providers acknowledge and agree to:

i. Adhere to the requirements applicable to the Air Cargo Facility, including delayed documentation, storage misuse, failure to meet handling timelines, or breach of regulatory conditions, may lead to service disruptions and financial – as set in Appendix (1) Violations and penalties for this Conditions of Use- or operational liabilities.

ii. Any non-compliant or undeclared cargo must be repatriated, removed, or disposed of at the expense of the responsible party, in accordance with the applicable and published policies and regulations of each relevant party.

i. RAC may- after notice, or immediately in case of emergencies - conduct operational, safety and security oversight, review performance records, and restrict access to the facility when operational, safety or security conditions justify such an action, in accordance with its responsibilities and applicable regulations.

(c) Service Providers must perform and implement all measures within their control and scope of responsibility to prevent delays, congestion, or bottlenecks within their control, including those resulting from equipment shortages, staff shortages, or operational inefficiencies, and ensure that cargo operations proceed in a timely and efficient manner.

(d) Airport Users and Service Providers shall ensure that all cargo handling activities within their respective responsibilities are completed in accordance with the approved cargo handling process and the applicable Service Level Agreements (SLAs) established by RAC for each stage of the cargo journey.

(e) Airport Users and Service Providers shall ensure, within their respective responsibilities, the continuous progression of cargo through all applicable operational milestones, including aircraft offloading, cargo breakdown, storage, regulatory inspection, transfer, customs processing, and delivery readiness, without avoidable operational delay.

(f) Airport Users and Service Providers shall coordinate with all relevant stakeholders, within their respective responsibilities, to ensure compliance with the approved cargo handling process and applicable service levels.

Service Providers acknowledge and agree that we will manage and allocate space, facilities, and access within the Air Cargo Facility based on operational needs, available resources, and regulatory requirements to ensure the smooth flow of air cargo operations. This includes monitoring and optimizing the use of available capacity to maintain efficient and safe cargo handling processes.

14. Performance review

(a) Airport Users and Service Providers acknowledge and agree to attend any inquiries and meetings organized by RAC to discuss these Conditions of Use and other matters relating to services and facilities at the Airport Facility. During these meetings, performance may be discussed in accordance with the requirements and standards provided by GACA.

(b) Airport Users and Service Providers agree to comply with all requirements and requests by RAC and take all action required by RAC and/or GACA.

15. Termination

(a) Without limiting any other right, RAC may terminate Airport Users and/or Service Providers right to access and use the Airport Facility with immediate effect if:

i. Airport Users and/or Service Providers fail to observe, or to perform, any part of these Conditions of Use capable of remedy and Airport Users and Service Providers fail to remedy that breach within 14 business days on notice from RAC of the breach;

ii. Airport Users and/or Service Providers fail to pay the charges outlined in point 10 Charges and approved by GACA;

iii. Airport Users and/or Service Providers, or any of their directors or officers: (A) are convicted of a serious criminal offence; or (B) may bring RAC or the Airport Facility into disrepute (in RAC sole opinion); or

iv. Airport Users and/or Service Providers are the subject of a Bankruptcy Event, and Airport Users and Service Providers agree they will notify RAC promptly in the event that a Bankruptcy Event has or is likely to occur.

15.1 Consequences of termination

(a) If Airport Users and/or Service Providers right to access the Airport Facility is terminated in accordance with these Conditions of Use, then:

i. Airport Users and/or Service Providers acknowledge that Airport Users and Service Providers no longer have the right to use the Airport Facility;

ii. Airport Users and/or Service Providers must immediately return all materials provided to Airport Users and/or Service Providers by RAC in connection with these Conditions of Use and no later than 30 business days from the date of termination, unless otherwise agreed between the parties; and

iii. Airport Users and/or Service Providers must pay all charges incurred pursuant to these Conditions of Use up to and including the last day of Airport Users and/or Service Providers use of the Airport Facility.

15.2 Force majeure

(a) If the ability of a party (Affected Party) to perform or observe its obligations under these Conditions of Use is adversely affected by an event which is beyond the reasonable foresight and reasonable control of the Affected Party (Force Majeure Event), the Affected Party shall be excused from such performance or observance for the duration of the Force Majeure Event, provided the Affected Party shall:

i. promptly notify the other party of the occurrence extent and estimated duration of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform its obligations under the Conditions of Use;

ii. use its best endeavors to avoid or mitigate the effect of the Force Majeure Event; and

iii. shall perform and observe or continue to perform and observe such obligations as soon as the Force Majeure Event ceases or abates.

(b) A Force Majeure Event, for the purposes of these Conditions of Use, shall include acts of God, civil or military authority, civil disturbances, acts of terrorism, wars, strikes, fires or other catastrophes or acts, restrictions, regulations and the acts or decisions of any Relevant Authority.

i. Airport users must comply with Article (20) of Passenger Rights Protection Regulations during Force Majeure events and shall:

- Notify the passenger of any updates or changes related to the situation, starting from the time of announcing the event of Force Majeure, on an hourly basis, until it ends.

- Provide appropriate support services in such cases as prescribed in Passenger Rights Protection Regulations.

ii. The Airport User shall not claim Force Majeure if any breach of the provisions of the Passenger Rights Protection Regulations is due to a technical failure of the aircraft, operational conditions, scheduling, or underestimation caused by the air carrier or its employees or due to negligence or default of the Airport User or its agents.

16. Tax

16.1 All charges specified in these Conditions of Use are exclusive of VAT.

16.2 Airport Users and Service Providers shall pay the VAT as required and at the rate specified in accordance with Applicable Law from time to time as an additional amount to RAC.

17. Insurance

17.1 Required insurance

(a) Airport Users and Service Providers are responsible for compensating and protecting RAC, including RAC contractors and employees against all claims that may arise due to any act or negligence by it or by Airport Users and Service Providers employees, contractors, or affiliates.
(b) Airport Users and Service Providers must maintain insurance from an accredited insurance company in the Kingdom of Saudi Arabia necessary to cover all damages that may arise from any of Airport Users and Service Providers activities and operations, provided that the insurance covers the entire period of occupancy of the leased property and that the minimum liability for any accident outside the Airport Facility property is SAR 10,000,000, and the minimum general liability for any accident to work inside the Airport Facility property is SAR 187,500,000 (Required Insurances), and in the event that the Required Insurances does not cover any damages, Airport Users and Service Providers remain responsible for paying compensation.
(c) Airport Users and Service Providers shall ensure all insurance documents include RAC employees, contractors, representatives and agents as additional insured persons, and such documents shall include a unified text of mutual liability.
(d) Airport Users and Service Providers shall abide by any amendments to the insurance policy approved by Applicable Law.
(e) Airport Users and Service Providers must provide certificates of currency for the Required Insurances upon request by RAC.

18. Interruptions to Airport Facility Services and Airport Users and/or Service Providers access and use of the Airport Facility

18.1 Unplanned interruptions and shutdowns

(a) From time to time, RAC may need to close some or all of the Airport Facility, or interrupt or shutdown some or all of the Airport Facility Services, including where RAC believe such action is required to address an emergency, security incident or where required by law.
(b) RAC agree to use reasonable endeavours to notify Airport Users and/or Service Providers of a closure or interruption in advance, but Airport Users and Service Providers acknowledge that it may not always be possible to provide prior notice.

18.2 Planned interruptions

(a) RAC may need to close some or all of the Airport Facility, or interrupt or shutdown some or all of the Airport Facility Services if RAC believe it necessary for repair or maintenance of the Airport Facility, or because of some building or construction work occurring at that Airport Facility. In such cases RAC will, provide Airport Users and/or Service Providers with prior notice and do all things reasonably possible to minimise the effect of the closure or interruption to Airport Users and/or Service Providers. RAC will generally provide notice to Airport Users, Service Providers, and other concerned parties of any planned closure or interruption through the RAC website, email, official letter, or any other appropriate means of communication.

18.3 Liability for closures and interruptions

(a) RAC is not liable for any loss or damage that Airport Users and Service Providers suffer, including any loss due to delays in aircraft movement or claims against Airport Users and Service Providers made by third parties, directly or indirectly caused by any unplanned or planned closures or interruptions.
(b) For the avoidance of doubt, any interruption or shutdown to the Airport Facility or Airport Facility Services as contemplated in this clause 18 does not constitute a Force Majeure Event.
(c) In case of closures or interruption, RAC will not impose penalties on airport users and services providers for OTP related standards or any other penalty due to the disruption of the operations caused by this closure or interruption, Unless it is proven that there is a violation by airport users or service providers and the reason for that violation is unrelated to by this closure or interruption.

19. Disabled or abandoned aircraft

19.1 Airport Users and/or Service Providers agree:

(a) that, to the extent Airport Users and/or Service Providers are the owner, operator or person having the control, or the right of control of aircraft at the Airport Facility (Relevant Aircraft) Airport Users and/or Service Providers will be responsible for the prompt removal of such Relevant Aircraft from the Airport Facility as directed by RAC from time to time in the manner notified to Airport Users and/or Service Providers by RAC and for any reason, including any and all parts of the Relevant Aircraft, subject, however, to any requirements or direction by the GACA and/or the National Transport Safety Center (NTSC), that such removal be delayed pending an investigation of an accident;
(b) to ensure that to the extent Airport Users and/or Service Providers operate but do not own a Relevant Aircraft, that any owner, or any other legal person having control, or the right of control, of the Relevant Aircraft does, agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that RAC may take any and all necessary action to effect the prompt removal or disposal of disabled or abandoned Relevant Aircraft that obstructs any part of the Airport Facility ensuring the safety measures of the aircraft;
(c) that any costs incurred by or on behalf of RAC for any such removal or disposal of any Relevant Aircraft shall be payable by Airport Users and/or Service Providers; and
(d) any claim for compensation against RAC, for any and all loss or damage sustained to any such disabled or abandoned Relevant Aircraft, or any part thereof, by reason of any such removal or disposal is waived, and that Airport Users and/or Service Providers must ensure that the owner, operator or any other legal person having control, or the right of control, of said Relevant Aircraft (whether Airport Users and/or Service Providers or a third party) must indemnify, hold harmless and defend RAC, against any and all liability for injury to or the death of any person or for any damage to any property arising out of such removal or disposal of the Relevant Aircraft.

20. Parking responsibility

20.1 Instructions to move

(a) Airport Users Aircrafts agree that:
i. when instructed by RAC, Airport Users Aircrafts must move any of their aircraft from the place where it is stored or parked;
ii. if Airport Users Aircrafts fail to comply with any direction given to them by RAC under this clause 20, RAC may move Airport Users Aircrafts and seek reimbursement from Airport Users Aircrafts for any expenses incurred in the movement of their aircraft; and
iii. In any event, no action undertaken by RAC shall give rise to liability for any damage to Airport User's aircraft during their stay at the Airport Facility, unless such actions are done with the intent of causing damage, or reckless and negligence, or carried out with knowledge that damage would probably result.

20.2 Parking time limit

(a) Airport Users Aircrafts agree they are not permitted to park or store at the Airport Facility, any non-airworthy aircraft for a period in excess for 90 days without RAC prior written consent.

21. Warranties

21.1 Warranties

(a) Airport Users and/or Service Providers represent and warrant that:
   i. neither Airport Users and/or Service Providers nor any of their subsidiaries, directors, Personnel is an individual or entity that is, or is owned or controlled by a person subject to any Sanctions;
   ii. Airport Users and/or Service Providers have and will maintain at all times all licences, approvals and permits required by Applicable Law; and
   iii. there are no matters which will or may adversely affect Airport Users and/or Service Providers ability to operate at the Airport Facility.

22. Indemnity and releases

22.1 Indemnity

(a) Without limiting any other rights or remedies that may be available to RAC, Airport Users and Service Providers agree to indemnify RAC and RAC agents, officers, employees, servants, shareholders and affiliates (collectively, Protected Persons) against:
i. any liability or claim by a third party against a Protected Person; and
ii. all costs, penalties, losses and damages suffered or incurred by a Protected Person, arising out of or in connection with:
   (a) Airport Users and Service Providers use of the Airport Facilities or Airport Facilities Services;
   (b) any breach of these Conditions of Use by Airport Users and Service Providers;
   (c) any claim alleging that material provided by Airport Users and Service Providers, or used by Airport Users and Service Providers, infringes a third party's Intellectual Property Rights or other rights;
   (d) death or injury (including sickness) to any person caused by Airport Users and Service Providers;
   (e) loss or damage to real or tangible personal property caused by Airport Users and Service Providers; or
   (f) any act or omission of Airport Users and Service Providers that causes RAC to breach any laws or regulations.

(b) Airport Users and Service Providers agree to pay RAC an amount equal to any liability, loss, cost, charge, or expense of the kind referred to in clause (a) suffered or incurred by any of RAC officers, employees, or agents.
(c) Airport Users and Service Providers shall indemnify, defend, and hold RAC harmless from any claims, damages, or liabilities arising from its breach of this Conditions of Use or misconduct.

22.2 Airport Users and Service Providers risk

(a) Airport Users and Service Providers acknowledge and agree that they use the Airport Facility at their own risk.

23. Liability

(a) Airport Users and Service Providers expressly agree that, to the maximum extent permitted by Applicable Laws and regulations, RAC officers, employees, agents, contractors or affiliates are not liable for any direct, indirect or consequential loss arising out of or in connection with these Conditions of Use, or in connection with Airport Users and Service Providers use of the Airport Facilities.
(b) Clause 23(a) does not prevent Airport Users or Service Providers and RAC from agreeing on service levels or specific service standards in a separate written agreement for Airport Facility Services. In the event of any conflict between the separate agreement and the Conditions of Use, the provisions of the Conditions of Use shall prevail.

24. Record keeping and Audit

24.1 Record maintenance and retention

(a) Airport Users and Service Providers must procure that Airport Users and Service Providers subcontractors:
i. generate all records required to demonstrate compliance with these Conditions of Use, to calculate the charges or for Airport Users and Service Providers or RAC to comply with law or regulations;
ii. keep all records accurate; and
iii. maintain records in an accessible and secure form for at least 10 years from creation, or longer if required by law.

24.2 Audit rights

(a) On notice, Airport Users and Service Providers must provide RAC, or an Auditor appointed by RAC, with access to all resources, documents, records and data that RAC wish to audit in connection with these Conditions of Use.

24.3 Co-operation

(a) Airport Users and Service Providers must co-operate fully in any audit, including by:
i. providing copies;
ii. making appropriate Personnel available; and
iii. installing and running audit software on Airport Users and Service Providers systems.

24.4 Discrepancies

(a) Without limiting any other rights or remedies, if an audit reveals that Airport Users and Service Providers are not complying with laws and regulations, or these Conditions of Use, Airport Users and Service Providers must immediately notify RAC for the undercharged amounts and promptly remedy the non-compliance (including by promptly reimbursing RAC for any amounts overcharged) and report to RAC on a monthly basis on Airport Users and Service Providers progress.

25. Data provision and reporting

25.1 Data Submission

(a) Upon request by RAC, Airport Users and Service Providers must, in accordance with RAC standards or instructions, provide RAC with all data and information that RAC reasonably requires to operate, secure, maintain, plan, and optimize the Airport, and shall ensure their contractors and service providers comply.
(b) Airport Users and Service Providers must provide GACA with all the required data in order to measure the quality of services as part of GACA's Quality Programs
(c) RAC will provide the appropriate technical and organizational measures, which safeguard against the unauthorized or unlawful processing of personal data, and against accidental loss or destruction of, or damage to, personal data.
(d) On occasions when third party organizations process personal or sensitive personal data on behalf of RAC, appropriate arrangements will be made to safeguard data confidentiality.
(e) Data Quality Obligation: All Operational Data provided to RAC must be accurate, complete, timely, consistent, and traceable to source; RAC may validate/reject non-conforming data and require correction/resubmission within RAC-defined timelines, further details are set out in table 4.2 (Standard Messages)
(f) The Airport Operator shall provide the appropriate technical and organizational measures, which safeguard against the unauthorized or unlawful processing of personal data, and against accidental loss or destruction of, or damage to, personal data.
(g) On occasions when third-party organizations process personal or sensitive personal data on behalf of the Airport Operator, the Airport Operator shall take appropriate arrangements to safeguard data confidentiality.

25.2 Commitment to data confidentiality

(a) All parties must ensure the confidentiality of sensitive data and handle it in accordance with these Conditions of Use and Applicable Law. Sensitive data may only be exchanged between authorized representatives of each party in accordance with any specific procedures established for such purpose.

25.3 Data amendments

(a) In the event of any changes to data provided under clause (a), Airport Users and Service Providers must immediately notify RAC of the amendments and no later than [5] business days from such date. Any changes shall be subject to RAC approval prior to updating the records.

25.4 Follow data sharing procedures

(a) RAC may specify certain processes that need to be followed in connection with the sharing of data in connection with clause (a)(i)25 (which may change from time to time), and Airport Users and Service Providers must follow those processes, which may include:
i. using secure communication channels to transfer or send data; and

ii. ensuring the data is clearly defined and that sharing of any sensitive or unnecessary data is in accordance with Applicable Laws and regulations.

25.5 Contacting the Data Management Office

(a) In case of any additional requirements for data sharing or needing further clarifications regarding the procedures followed, please contact the Airport Facility data management office directly via the following email: [DMO@riyadhairports.com]. The data management office will provide the necessary support and guidance on how to comply with the standards and procedures for security and confidentiality during data exchange.

26. Privacy

26.1 Compliance

(a) Each party must:
   i. comply with the Privacy Laws;
   ii. not use or disclose Personal Data provided by the other party or any of the other party's Personnel for any purpose other than: (A) to the extent necessary to comply with their obligations or exercise their rights under these Conditions of Use; (B) with the express prior written approval of the other party; or (C) to the extent required by law;
   iii. promptly notify the other party upon becoming aware of any errors or missing or misleading details in Personal Data about an individual that has been provided by the other party; and
   iv. comply with the other party's directions in relation to requests for access or correction of Personal Data which that party holds on behalf of the other party and must provide all requested assistance to resolve any complaints with respect to such Personal Data.

(b) Each party must ensure that each of its Personnel comply with clause (a) as if they were the named party, and do not do any act or engage in any practice that would, if done by the disclosing party, constitute a breach of this clause 26.

26.2 Breach

(a) Each party (Reporting Party) must immediately notify the other party if the Reporting Party becomes aware of an actual or suspected misuse or loss of, interference with or unauthorised access to, modification of or disclosure (Data Breach) of any Personal Data which relates to, or is made available under or in connection with, these Conditions of Use. The Reporting Party must comply with the other party's directions in relation to the investigation and remediation of such Data Breach, including any notification to affected individuals or regulators required under Privacy Laws.

(b) Each party must immediately notify the other party if it becomes aware of any breach or alleged breach of its obligations under this clause 26, and comply with any reasonable direction from the other party with respect to remedying that breach.

(c) The obligations and restrictions in this clause 26 apply notwithstanding any permitted handling of Confidential Information.

27. Disclaimer of any representations

(a) Airport Users and Service Providers acknowledge and agree that RAC have made no representation, express or implied, as to the volume of trade which might be anticipated by Airport Users and Service Providers in connection with Airport Users and Service Providers use of the Airport Facility.

28. Dispute resolution

28.1 Dispute resolution process

(a) A party must not start court proceedings in respect of a dispute or difference arising out of, or in connection with these Conditions of Use (Dispute) unless it has first complied with this clause 28.

(b) If a Dispute arises between the parties in connection with these Conditions of Use, the parties undertake in good faith to use all reasonable endeavours to settle the Dispute.

(c) Each party must continue to perform its obligations under and in connection with these Conditions of Use, notwithstanding the occurrence of any Dispute.

(d) A party to these Conditions of Use claiming that a Dispute has arisen under these Conditions of Use must give notice (Dispute Notice) to the other party setting out in reasonable detail the disputed matters within 15 days of the Dispute arising or the party having knowledge of the Dispute.

28.2 Referral to Senior Representatives

(a) If a Dispute is not settled by the parties within 10 Business Days of a Dispute Notice being issued by a party, a party may, by notifying the others, refer the Dispute for resolution by a senior executive of the parties suitably authorised to resolve the Dispute (Senior Representative).
(b) The Senior Representatives must be instructed to meet within 15 Business Days of a Dispute Notice under clause (d) to seek in good faith to settle the Dispute.

28.3 Escalation

(a) If the Dispute is not resolved within 10 Business Days (or such longer period as the parties may agree in any given case) after the meeting of Senior Representatives under clause (b), or if for any reason no such meeting takes place within the time period required by clause (b), the parties must procure that the Chief Executive Officers (or any authorised person appointed by the respective Chief Executive Officer) of the parties meet and attempt to resolve the Dispute. Unless the parties agree in writing to any alternative timeframe, the parties must ensure that the meeting of the Chief Executive Officers takes place within 10 Business Days after the requirement to refer the Dispute to them arises.

28.4 If a Dispute is not settled in accordance with clause 28.3 within 10 Business Days (or such longer period as the parties may agree) of the meeting of the Chief Executive Officers, each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Riyadh in the Kingdom of Saudi Arabia.

29. Governance

29.1 Airport Users and Service Providers agree to make their senior representatives available to attend meetings with RAC from time to time, to discuss the use of the Airport Facility and other matters relating to the Airport Facility Services and the operation of the Airport Facility.

30. Contact Information and Notices

30.1 Contact Information

(a) RAC contact details:
Company: Riyadh Airports Company
Mailing Address: Kingdom of Saudi Arabia, Riyadh, P.O. Box 12531, Riyadh Zip Code 11483
Email Address: [CoU@Riyadhairports.com]
Tel: +966 11 221 9679 - +966 11 221 9697

(b) Before using Airport Facilities and Airport Facility Services, Airport Users and Service Providers must provide RAC with:
   i. the name, address, telephone numbers and all other contact details of Airport Users and Service Providers representative; and
   ii. the names, addresses, telephone numbers and all other contact details of Airport Users and Service Providers key Personnel who can be contacted at any time regarding emergency, security, operational or financial matters.

30.2 Form of Notice

(a) A notice or other communication to a party in connection with these Conditions of Use (Notice) must be in writing and in English or Arabic.

30.3 How Notice must be given and when Notice is received

(a) A Notice must be given by one of the methods set out in the table below.

(b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a day that is not a Business Day or a public holiday in the place of receipt (Business Hours Period), then the Notice will instead be regarded as given and received at the start of the following Business Hours Period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By email to the nominated email address	The first to occur: 1. the sender receiving an automated message confirming delivery; or 2. two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.

31. General

31.1 Governing law and jurisdiction

(a) These Conditions of Use are governed exclusively by the laws and regulations of the Kingdom of Saudi Arabia.

(b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Riyadh in the Kingdom of Saudi Arabia.

31.2 Waiver

(a) No party may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

(b) The parties have agreed that the failure of either of them to exercise their rights under these Conditions of Use does not constitute a waiver of those rights, and the failure or reluctance of one of them to exercise a right does not imply a waiver or relinquishment of that right. A waiver of any right by either party shall not apply to any subsequent breach of the terms of this Conditions of Use unless such waiver expressly provides otherwise.

31.3 Further assurances

(a) Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to these Conditions of Use and the transactions contemplated by it.

31.4 No reliance

(a) Neither party has relied on any statement by the other party not expressly included in these Conditions of Use.

31.5 Assignment

(a) RAC may at any time, by notice to Airport Users and Service Providers, novate, assign or transfer RAC rights and obligations under these Conditions of Use to a third party. Such novation, assignment or transfer will be at no additional cost to RAC.

(b) Airport Users and Service Providers may not assign, novate or transfer in whole or in part Airport Users and Service Providers rights and obligations under these Conditions of Use without RAC prior written consent.

31.6 Relationship of the parties

(a) Nothing in these Conditions of Use gives a party authority to bind any other party to these Conditions of Use in any way.

(b) Nothing in these Conditions of Use imposes any fiduciary duties on a party in relation to any other party.

31.7 Entire Conditions of Use

(a) These Conditions of Use states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

Schedule 1 – Airport Facility Services

Airport Facility Services are:

1.1 Aircraft movement facilities and services:

(a) Landing facilities – Runways, aeronautical ground lighting, wind direction indicators, and other visual aids for navigation as required by GACAR Part 139
(b) Airside grounds, taxiways, and aprons
(c) Airfield lighting and airside roads
(d) Airside safety
(e) Aircraft parking bays
(f) Aircraft turnaround facilities – fuel hydrant system, 400 Hz ground power, pre-conditioned air
(g) Designated airside equipment storage areas

1.2 Passenger and baggage processing facilities and services:

(a) Forward- airline support areas
(b) Passenger boarding bridges
(c) Departure lounges and holding lounges
(d) Public address systems, closed circuit surveillance systems
(e) Baggage make-up, baggage handling, baggage reclaim areas
(f) Flight and baggage information display systems
(g) Passenger check-in and screening areas
(h) Landside roads, landside lighting, and covered walkways

1.3 General facilities and services:

(a) A clean and friendly airport environment
(b) Clean water supply
(c) Airport facilities and roads to be maintained in good repair and condition
(d) Maintenance and repairs shall be carried out in a timely manner
(e) Electricity supply and standby power in operational areas
(f) Airside access passes for personnel having completed the required security checks
(g) Airside vehicle passes for service vehicles that have been inspected and certified in good condition, and licensed in accordance with the applicable laws and regulations in the Kingdom of Saudi Arabia
(h) Internal communications including Wi-Fi internet access

1.4 Exceptions:

(a) Airport Facility Services not provided by RAC may include the following services that may be provided by third parties:

i. Air navigation services:
- Terminal navigation services
- En-route navigation services
- Meteorological services
- Air traffic control services
- Aircraft engineering services
- Public road services
- Medical services
- Border security

(b) Guidance on ground services

i. Both commercial and general aviation Ground services contracted or provided directly (self-handling) by the Airport User at the Airport Facility, these services shall include all ground handling services as set out in Annex 1 of GACA Economic Regulations - Ground Handling and Air Cargo. These services include:
- Ground administration and supervision
- Passenger handling
- Apron handling
- Baggage handling
- Cargo and mail handling
- Surface transport of passengers (bussing)

- Catering
- Refueling and oil handling
- Aircraft services and cleaning
- Aircraft maintenance
- Passenger and baggage security screening and reconciliation
- Security screening of non-passengers
- Cargo and mail security screening
- Ramp and aircraft security services
- Waste management

Schedule 2 – Facility Utilization Information

Airport Users and Service Providers must provide RAC with the following information regarding Airport Users and Service Providers use of the Airport Facility 5.3 of these Conditions of Use

[CoU@Riyadhairports.com]

Schedule 3 – Standard Breaches

No.	Standard	Definition	Targets
1	Aircraft Upgrade/ Downgrade	Upgrading or downgrading an approved aircraft without obtaining prior approval.	0
2	Load Factor	Airlines exceeding the approved load factor.	0
3	Ground Time	Exceeding planned ground time.	0
4	Check-In Queuing Time (Business / First)	Duration of queuing time for a passenger from joining the back of the queue to being checked in being no longer than 5-minutes.	≥99%
5	Check-In Queuing Time (Economy)	Duration of queuing time for a passenger from joining the back of the queue to being checked in being no longer than 14-minutes.	≥99%
6	Transit Passenger	The ground handling service provider is obligated to arrange check-in procedures in such a way that passengers can join their connecting flights with a minimum connecting time (for the transit passenger) of a maximum of (15 minutes).	15
7	Passenger Assistance	The passenger assistance, for scheduled flights, to be available (60 minutes) before the expected time of departure/scheduled time of departure.	60
8	Unavailability of adequate manpower	Unavailability of adequate manpower during (check-in, boarding, at transit counter, at E-Gates and sales offices and baggage services offices).	0
9	Check-in counters delays	Delay in opening and closing check-in counters on time.	0
10	Quality of Service	Inadmissible passenger handling and meals.	100%
11	Cancelled/delayed Flights	Inform airport operator about cancelled/delayed flights.	100%
12	Jetway Doors	Leaving jetway doors open after boarding.	0%
13	Baggage delivery	Delay of delivering first bag/last bag.	0%
14	Ground Handler Presence	Inadequate presence of Ground Handler at baggage reclaim desk in airside.	0
15	Left-behind baggage	Storing or delaying left-behind and cancelled luggage in carousel area.	0
16	Queuing times	Queuing times at check-in as per the standards.	99%
17	Baggage tags	Handling Baggage and Install tags properly.	100%
18	Quality of Service	Priority Boarding service - First / Business Class.	100%
19	Quality of Service	Boarding by ZONE is implemented.	100%
20	Quality of Service	Condition of baggage hall and baggage belt.	100%

21	First Bag/ Narrow Body Aircraft contact stand	First bag arriving at the arrival carousel within 15-minutes of On-Blocks Time, from a narrow body aircraft (e.g. A320/B737) parked on a contact stand (90% or more)(≥90%).	≥90%
22	Last Bag/ Narrow Body Aircraft contact stand	Last bag arriving at the arrival carousel within 25-minutes of On-Blocks Time, from a narrow body aircraft (e.g. A320/B737) parked on a contact stand (≥90%)(90% or more).	≥90%
23	First Bag / Narrow Body Aircraft remote stand	First bag arriving at the arrival carousel within 25-minutes of On-Blocks Time, from a narrow body aircraft (e.g. A320/B737) parked on a remote stand (≥90%)(90% or more).	≥90%
24	Last Bag/ Narrow Body Aircraft remote stand	Last bag arriving at the arrival carousel within 35-minutes of On-Blocks Time, from a narrow body aircraft (e.g. A320/B737) parked on a remote stand (≥90%)(90% or more).	≥90%
25	First Bag/ Wide Body Aircraft contact stand	First bag arriving at the arrival carousel within 20-minutes of On-Blocks Time, from a wide body aircraft parked on a contact stand.	≥90%
26	Last Bag/ Wide Body Aircraft contact stand	Last bag arriving at the arrival carousel within 35-minutes of On-Blocks Time, from a wide body aircraft parked on a contact stand (≥90%) (90% or more)	≥90%
27	First Bag / Wide Body Aircraft remote stand	First bag arriving at the arrival carousel within 30-minutes of On-Blocks Time, from a wide body aircraft parked on a remote stand (≥90%)(90% or more).	≥90%
28	Last Bag/ Wide Body Aircraft remote stand	Last bag arriving at the arrival carousel within 45-minutes of On-Blocks Time, from a wide body aircraft parked on a remote stand (≥90%)(90% or more).	≥90%
29	Misuse of Airport Facility and Systems	Misuse of baggage handling facilities and systems that leads to equipment failure, delays, or loss/damage to airport property will be subject to penalties.	0
30	Failure to Submit Accurate or Timely Reports	Airlines or service providers not submitting required reports on time, such as flight movement reports, baggage reports, cargo reports or compliance documents.	0
31	Non-Compliance with Safety Standards	Failure to follow safety protocols during baggage loading/unloading, such as improper stacking of luggage or ignoring weight limits, creating hazards for workers and passengers.	0
32	Use of Defective Equipment	Utilizing defective baggage handling equipment, such as conveyor belts, baggage tractor, dolly, or baggage carts, which leads to damage or delays.	0
33	Use of Cargo Pallets	Using cargo pallets for passenger baggage, which leads to damage or delays.	0
34	Inaccurate Baggage Reconciliation	Inaccurate reconciliation of outbound and transfers, resulting in bags being loaded onto the wrong flights or sent to incorrect destinations.	0
35	Non-Compliance with Passenger Rights (Baggage)	Failure to comply with legal obligations to return delayed, lost, or damaged baggage to passengers within established time frames.	0
36	Mishandling of Special Baggage	Improper handling of special categories of baggage, such as fragile items, oversized baggage, or dangerous goods.	0
37	Mishandled Baggage rate (Left behind)	Number and percentage of Mishandled Baggage incidents out of the total number bags exceeding (5 bags/1000 bags).	≤ 5 bags / 1000
38	Non-Adherence to Environmental Policies	Improper disposal of packaging, tags, or waste generated during baggage and cargo handling operations, leading to environmental hazards.	0
39	Overloading or Underloading Baggage Handling Systems	Overloading or underutilizing automated baggage systems, leading to system malfunctions, delays, or loss of baggage.	0
40	Blocking Operational Areas	Parking ground handling equipment in areas undesignated for baggage sorting and segregation, which can obstruct the workflow and create safety hazards.	0

41	Improper Coordination with Other Ground Service Providers	Lack of coordination between ground handlers leading to overlapping or incorrect equipment parking in shared areas, causing delays and operational conflicts.	0
42	Inadequate Manpower for Baggage Handling	Failing to provide the required number of personnel to handle baggage operations, leading to delays in baggage loading, unloading, or sorting.	0
43	Insufficient Equipment for Baggage Handling	Failure to provide adequate or properly functioning ground handling equipment, such as dollies, baggage carts, tugs, or other GSE.	0
44	Insufficient Facility Utilization Information	Failure to provide adequate or proper Facility Utilization Information in accordance with clause 5.3(a)5.2(a).	0
45	Last Cargo Code A/B Freight Aircraft	Last Cargo arriving at the handling facility less than 60 min of on-block time for a code A/B freight aircraft.	≤ 60 min
46	Last Cargo Code C/D freight aircraft	Last Cargo arriving at the handling facility less than 90 min of on-block time for a code C/D freight aircraft.	≤ 90 min
47	Last Cargo Code E/F freight Aircraft	Last cargo arriving at the handling facility less than 120 min of on-block time for a code E/F freight aircraft.	≤ 120 min
48	Cargo ready to load	Cargo ready and available on aircraft stand for loading no less than 60 min before schedule time of departure.	≥ 60 min before STD
49	ULD release	Time takes to release empty Unit Load Devices to collection agents no later than 30 min from request.	≤ 30 min
50	Non-Compliance with Safety Standards	Failure to follow safety protocols during cargo loading/unloading for special cargo such as special cargo including (AVI, PER, PHA, DG) improper handling or ignoring regulatory requirements, weight limits, creating hazards for workers or airport reputation.	0
51	Inaccurate Cargo Reconciliation	Inaccurate reconciliation of inbound/outbound and transfers cargo parcels, resulting in cargo being loaded onto the wrong terminals, flights or sent to incorrect destinations.	0
52	Mishandling of Special cargo	Improper handling of special categories of cargo, such as dangerous goods, live animals, perishable, pharmaceuticals, high value, diplomatic mails and oversized cargo.	0
53	Inadequate Manpower for cargo Handling	Failing to provide the required number of personnel to handle cargo operations, leading to delays in cargo build-up, breakdown, loading, unloading, or sorting.	0
54	Mishandling cargo rate	Cargo damage and loss rate less than (5% of 1000/month) of cargo that is damaged or lost during handling)	≤ 5%
55	Cargo loading docks control	Failure to comply with legal obligations results to lost, or damaged cargo to customers within established time frames.	0
56	Insufficient Equipment for Cargo Handling	Failure to provide adequate or properly functioning ground handling equipment, such as dollies, high loader, or pallets.	0
57	Operation without	Operating a flight either commercial (passengers, Cargo) or General Aviation/ Business Aviation without a slot or airport approval	0
58	Operational impact	Lack of taxis in the designated parking lots in front of the Terminal	0
59	Operational impact	Shuttle bus delay of more than 20 minutes	≤ 20 min
60	Operational impact	Lack of workers or luggage trolleys on the terminal	0
61	Operational impact	Delay in response to tow truck request for more than 15 minutes	≤ 15 min
62	Operational impact	Neglect of equipment and materials by development companies on the Curb side of the terminal	0
63	Quality of Service	Priority of baggage delivery - First / Business Class.	100%
64	Unassigned Check-in Counter	Using an unassigned check-in counter	0
65	Passenger Rights	Not applying passenger rights when flight delays or cancellations	0
66	Tidiness	Not tidying up the check-in counter after use	0

67	Misuse of Airport Equipment	Misuse of airport equipment, such as chairs, desk, and scanners etc.	0
68	LDM type B messages	Airlines are required to provide the LDM type B messages for arrival/departure commercial flights in relation to billing procedures.	100%
69	FFM type B messages	Airlines are required to provide the FFM type B messages for arrival/departure commercial/cargo/ flights in relation to billing procedures.	100%
70	PRL type B messages	Airlines are required to provide the PRL type B messages for arrival/departure commercial flights in relation to billing procedures.	100%
71	MTOW	Airlines are required to provide the MTOW for commercial, cargo, and general aviation flights in relation to billing procedures.	100%
72	General Aviation	GA agents are required to provide the accurate data without missing flights & on time delivery data for arrival/departure general aviation flights in relation to billing procedures, data is send on a daily/monthly basis.	100%
73	Time to Resolve Customer Complaints	The average time taken to resolve complaints lodged by passengers or service users, including issues related to baggage, delays, facilities, etc.	7 days
74	MVT type B messages	Airlines are required to provide the MVT type B messages for arrival/departure commercial/cargo flights in relation to billing procedures.	100%
75	SLS	Airlines are required to provide the SLS type B messages for arrival/departure commercial flights	100%
76	CPM	Airlines are required to provide the CPM type B messages for arrival/departure commercial/Cargo flights	100%
77	PTM	Airlines are required to provide the PTM type B messages for arrival/departure commercial flights	100%
78	ICL	Airlines are required to provide the ICL type B messages for arrival/departure commercial flights	100%
79	Ground handling	Ground handling companies are required to provide the accurate data without missing flights & on time delivery data for arrival/departure flights , Data is send on a monthly basis.	100%
80	Aircraft Fueling Efficiency	Time taken for fueling operations to be completed without affecting the scheduled departure time or reposition. Delays in fueling can lead to prolonged ground times, impacting on-time performance.	0 delay
81	Catering Service Timeliness and Quality	The timely delivery and quality of catering services to aircraft and passengers. This includes the adherence to delivery schedules (i.e., food service arriving on time for flight departures), quality of food (e.g., freshness, proper temperature), and compliance with safety standards (e.g., food handling, hygiene practices)	25 min before departure
82	Employee Training and Certification Compliance	Percentage of ground and operational staff who have completed required training and certifications within the designated timeframes.	100%
83	Waste Management Efficiency	Percentage of waste diverted from landfills through recycling or other sustainable waste management practices. Airports, especially large ones, generate significant waste, and sustainable management can enhance environmental responsibility.	100%
84	Emergency Response Time	Time taken to respond to emergency situations such as accidents, fires, or security threats. Delays in emergency response can lead to safety risks and operational shutdowns.	Immediate
85	Equipment Availability, Cleanliness, and Maintenance	Wheelchairs must be kept clean, functional, and ready for use, ensuring no delay in assisting passengers requiring mobility aids.	≥99%
86	Response Time for Reserved Wheelchairs		60 min

		Failure to provide timely assistance for reserved wheelchairs within the required timeframe, at least one and a half hours before the scheduled departure of the flight.	
87	Incident Resolution Time	Delayed resolution of PRM-related complaints beyond 7 days.	100%
88	Staff Training	Non-compliance with mandatory training requirements for PRM service staff.	100%
89	Protection of Wheelchair Batteries	Any instances of battery damage due to improper handling or negligence in checked luggage.	100%
90	Provision of Dedicated PRM Check-in Counter	Failure to provide a dedicated check-in counter for PRM services.	100%
91	Misuse of Airport operational resources	Damaging, misusing or tampering with any property, operational resources or systems of the airport	0
92	Inadmissible Passenger	Passengers to Saudi Arabia must have the correct documentation. If an unauthorized passenger arrives, the Airport User covers the cost of their return ticket.	100%
93	Notification stage	This is the stage in which the violating party is notified of what has been observed against him. The notification includes a description of the violation, its reference, the required action, the time specified for response, and the consequences of non-compliance.	
94	Gradual increase	The process of incrementally escalating actions or penalties in response to violation, starting with minor penalties and increasing in severity if the violations continue or are not addressed adequately	
95	Dispute	a disagreement or difference arising out of, or in connection with, the Conditions of Use at King Khalid International Airport. The process for resolving disputes involves several steps, including giving notice of the dispute, referring the dispute to senior representatives for resolution, and potentially escalating the matter to higher authorities if it remains unresolved.	
96	Airlines consultation	the process of engaging with airlines to discuss and address various operational, regulatory, and strategic matters related to the use of airport facilities and services. This consultation aims to ensure that airlines' needs and concerns are considered in decision-making processes	
97	Delay Code Reporting	Airport User must report IATA delay codes for 100% of late departing flights via SITA messages immediately after flight departure.	100%
98	Passenger Bus boarding	Passenger buses should be available at boarding gate before boarding starts	100%
99	Passenger Bus boarding to aircraft	Passengers should not wait more than (5 minutes) on the bus before departing to the aircraft	≤ 5 min
100	Passenger Bus for Arriving Passengers	Arrival of passenger bus at the aircraft stand and the aircraft within 3-minutes of on-blocks time.	≤ 3 min
101	Passenger Bus for Departing Passengers	Arrival of passenger last bus at the aircraft stand and aircraft no later than 7-minutes of its scheduled time of departure or estimated off-blocks time	≤ 7 min
102	Left-behind baggage (uncollected upon arrival)	Left-behind baggage delivered to the carousel but not collected by the passenger	≤ 5 bags / 1000
103	Baggage Placement	Baggage placed or stored in non-designated airport locations	≤ 1

- Note: GACA's quality programs (APM/ATEQ) are subject to changes by GACA, any changes on the targets shall be communicated to all airport users and service providers at least 60 days prior to the implementation date.

- Airport Users and Service Providers are required to adhere to the Airport Performance Monitoring Program, including its KPIs and targets, as outlined in the Airports Total Quality Evaluation (ATQE) Program. Please refer to Tables B, C, D, and E of the ATQE Requirements.

Schedule 4 – Specific conditions

This Schedule 4 applies to Airport Users only:

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1. Operational requirements

The operational rules and procedures applicable to Airport Users, and provisions relating to [aircraft parking, air traffic control and emergency response] are as follows:

1.1 Operational requirements

(a) Time slots for scheduled/commercial (Passengers and Cargo) Operations:

i. The local operating rules at the Airport Facility aim to maximise capacity utilization and form part of these Conditions of Use. Airport Users have the primary responsibility for familiarising themselves with these rules. Details of the local operating rules can be found on the Airport Authority slot coordinator website https://www.acl-uk.org/ (Slot Coordinator).

ii. Airport Users slot performance and adherence is monitored according to the confirmed coordinated slot times. The Slot Coordinator will monitor slot adherence, investigate, and take appropriate action to address any misuse or abuse. In the event of non-compliance, it may be escalated to the Airport Authority slot performance committee (SPC) by the operational planning team for further action, which may include penalties. This may result in action being taken directly against Airport Users and Service Providers by the Slot Coordinator or escalation to the SPC for further action as appropriate. All Airport Users are required to cooperate and provide any information requested by the Slot Coordinator during such investigations. It is the Airport User's responsibility to be familiar with the SPC terms of reference which can be found on the Slot Coordinator's website.

iii. Requests for slots, cancellations or changes will be processed by the Slot Coordinator beyond D+1 day of the current day. Sunday to Thursday, during the Slot Coordinator's office hours (the Kingdom of Saudi Arabia: Sunday – Thursday 10:00 – 20:00 LT / 07:00-17:00 UTC). All requests must be made using IATA SSIM [chapter 6] format and sent to the Slot Coordinator at [slots@acl-international.com].

iv. Airport Users may manage their schedules via the Online Coordination System (OCS) 24 hours a day, available at [www.online-coordination.com]. Requests made via the OCS may be made prior to the time of operation.

v. Outside of the Slot Coordinators office hours and within D+1 to current day, requests should be directed to the Airport Facility duty manager (Airport Facility Duty Manager) for slot clearance at [adm@riyadhairports.com]. Airport Users should receive receipt of the slot approval from the Airport Facility Duty Manager.

vi. Delayed aircraft for commercial and cargo must utilize slots in the same manner as originally agreed. If any change to the original slot agreement is required, e.g. a longer ground time being required, a new slot must be requested immediately following the appropriate communication protocol as per the handling time windows of the coordinator and Airport duty Manager.

vii. Airport Users shall not exceed the maximum grounded aircraft limits specified in the applicable Airport Capacity Declaration unless prior authorization from the Airport Operator has been obtained

(b) Airport Users and Service Providers whose activities have a direct impact on live flight and ground operations shall ensure that appropriately authorized operational personnel are present, on a continuous basis during live airport operations, at a location designated by the Airport Facility, in order to support immediate operational coordination and continuity of operations. This requirement applies to both normal and disrupted operations

KKIA Check-in counters criteria

The following table outlines the criteria used to determine the required number of check-in counters and passenger processing time based on submitted seat capacity to Slot coordinator. These criteria aim to ensure a smooth and efficient check-in process, minimize queuing times, and support timely flight departures.

KKIA Check-in counters criteria		
Seats	Check-in Counters	Total processing Time
100 or less	2	2 hours
101-140	3	2 hours 10 mins
141-189	3	2 hours 30 mins
190 -230	3	3 hours
231 to 500	4	3 hours
500 and more	6	3 hours

(c) Time slots for General Aviation / Business Aviation (GA/BA) Operations :

i. The local operating rules at the Airport Facility aim to maximize capacity utilization and form part of these Conditions of Use. RUH King Khalid International Airport is an IATA Designated Level 3, Coordinated Airport hence, all operators including General Aviation/Business Aviation Airport Users and Service Providers must have a slot approval to operate at RUH. It is a primary responsibility of all operators to familiarize themselves with these rules and details of the local operating rules can be found on the slot coordinator website https://www.acl-uk.org/ (Slot Coordinator).

ii. Irrespective of the nature of operations, All Operator's slot performance and adherence are monitored according to the confirmed coordinated slot times. The Slot Coordinator will monitor slot adherence, investigate, and take appropriate action to address any misuse or abuse. In some cases that are found where the event of non-compliance if found to be unreasonable, it may be escalated to the Airport Authority slot performance committee (SPC) by the operational planning team for further action, which may include [penalties]. This may result in action being taken directly against Airport Users and Service Providers by the Slot Coordinator or an escalation to the SPC for further action as appropriate. All Airport Users and Service Providers are required to cooperate and provide any information requested by the Slot Coordinator during such investigations. It is the Operators responsibility to be familiar with the SPC terms of reference which can be found on the Slot Coordinator's website.

iii. Operators may request and manage their schedules via the Online Coordination System (OCS) 24 hours a day, available at [www.online-coordination.com]. Requests made via the OCS may be made prior to the time of operation.

iv. Requests for slots, cancellations or changes are expected to be made in advance for ease of processing and will be processed by the appointed Slot Coordinator beyond D+1 day of the current day. Sunday to Thursday, during the Slot Coordinator's office hours (the Kingdom of Saudi Arabia: Sunday – Thursday 10:00 – 20:00 LT / 07:00-17:00 UTC).

v. Outside of the Slot Coordinators office hours and within D+1 to current day, requests should be directed to the Airport duty manager (Airport Duty Manager) for slot approval at adm@riyadhairports.com. Operators should receive receipt of the slot approval from the Airport Duty Manager. It is recommended that the requests/changes for the day of operations are limited.

vi. Delayed aircraft for General Aviation/ Business Aviation must utilize slots in the same manner as originally agreed. If any change to the original slot agreement is required, e.g. a longer ground time being required, a new slot must be requested immediately following the appropriate communication protocol as per the handling time windows of the coordinator and Airport duty Manager.

1.2 Special operational requirements of Airport Users

(a) No Airport User (commercial /cargo) can take off or land from or to the Airport Facility without first obtaining a time slot from the time Slot Coordinator and prior landing Permit from GACA.

(b) Aircraft after arrival must use the Visual Docking Guidance System (VDGS) unless the asset is unserviceable or the Airside Operations or Apron Control teams specifically instruct marshalling due to operational circumstances. This ensures that a standardized and controlled docking process is in place which reduces the risk of aircraft parking deviations and stand entry errors enabling quicker turnarounds, improved stand occupancy management and better on-time performance. It also enhances airside safety by minimizing the reliance on manual marshalling activities thereby aligning with the airport's obligation to maximize the efficient use of critical contact stand infrastructure and maintain safe operating standards.

(c) .

(d) No Airline/Operator (General Aviation/ Business Aviation) User can take off or land from or to the Airport without first obtaining a time slot from the Slot Coordinator and a landing Permit from GACA.

(e) Initial approval for time slots will be granted upon initial coordination if they are consistent with the Airport capacity, and the Airport User will be required to provide the time Slot Coordinator with all required documents. If the time Slot Coordinator is not provided with the required documents by the deadline for returning the series of time slots that are not expected to operate according to the IATA approved schedule mentioned in the global guidelines for coordination of time slots at airports, which stipulate the withdrawal of the time slot from the Airport User.

(f) General Aviation/ Business Aviation slot approvals are dependent on availability of Airport capacity.

i. Following flights are excluded from the above processes.
ii. Military flights
iii. State flights
iv. Search and Rescue
v. Emergency flights

1.3 Contact details for Airport Users

(a) Before using Airport Facilities and Airport Facility Services, Airport Users must provide the Operations Planning Team with:

i. the name, address, telephone numbers and all other contact details of the Airport User.
ii. the names, addresses, telephone numbers and all other contact details of key personnel of the Airport Users who can be contacted at any time regarding emergency, security, operational or financial matters relating to the operations of the Airport User.

1.4 Airport - Collaborative Decision Making

(a) The Airport Users acknowledges that RAC is considering implementing the Airport – Collaborative Decision Making (A-CDM), a joint initiative between Airport Users and Service Providers, air navigation services and RAC, aiming to enable all partners to improve efficiency and predictability of aircraft movements and ensure sustainability and resilience. The intention is to achieve goals by enhancing joint operational awareness, sharing data, making operational decisions collaboratively, and fostering a culture of collaboration at the airport level.

(b) The Airport User agrees to comply with all requirements and requests and take all action required of it by the Airport Facility and/or GACA in relation to the implementing and, once implemented, the support for the going operation of, the A-CDM including providing the data required to operate the A-CDM.

1.5 Quality and Performance Standards at the Airport Facility

(a) The Airport Users commitment to comply with GACA's Quality Programs and Performance Measures issued by the GACA or any similar programs to measure quality and performance standards at the Airport Facility.

(b) Airport Users must include all relevant requirements and performance measures in any service level agreement with ground service providers.

1.6 Airport Performance Monitoring Program

(a) The requirements below are based on the requirements and metrics of the Airport Performance Monitoring Program Framework as set out in [Tables B, C, D and E] of the Airport Performance Monitoring Program Framework issued by GACA.

(b) The Airport User is committed to complying with the requirements below, the associated performance as required, and providing RAC with reports on a monthly basis.

1.7 Strategic Requirements for Airport Performance Monitoring Program

(a) The Airport User shall provide the Airport Facility with information related to the development, maintenance, assessment of readiness and the strategic plan to achieve the Kingdom of Saudi Arabia Vision 2030 and beyond, as required by the Airport Facility.
(b) The Airport User shall comply with the requirements listed below, and provide the required performance as needed, in addition to providing RAC with monthly reports.
(c) The Airport User shall accept and adopt the A-CDM terminology as provided by the Airport Facility.

1.8 Human Requirements for Airport Performance Monitoring Program

(a) The Airport User must have a published training plan for employees assigned to work at the Airport Facility, and details of this plan must be shared with the Airport Facility upon request. Airport User employees must be adequately trained, and training must be provided by a recognized training organization, in addition to a commitment to periodic training.
(b) The Airport User's requirement includes providing programs and policies to encourage employee retention, such as organized training programs and participation in professional development programs.
(c) Airport User employees must meet the language proficiency standards set by the Airport Facility to communicate orally and in writing in the specified language (Arabic and/or English according to roles and responsibilities, and the language adopted by the Airport Facility for issuing instructions).
(d) The Airport User must support the Airport Facility in developing a system to assess the staffing levels and resources required to carry out Airport Facility's operations effectively, by area of operations, for Airport Facility employees and Service Providers, as required by the Airport Facility.
(e) The Airport User must participate in aircraft, baggage and passenger workshops and/or committees established by the Airport Facility to enhance operational processes and address performance issues with Airport Facility partners.

1.9 Facilities and Technology Requirements for Airport Performance Monitoring Program

(a) It is the responsibility of the Airport User to contribute to seasonal capacity assessments of facilities, equipment and associated services as required by the Airport Facility.
(b) The Airport User shall enter into an open data sharing agreement with the Airport Facility regarding operational performance data associated with air transport operations at the Airport Facility, as determined by RAC. This agreement shall apply, at a minimum, to the Airport User's aircraft, flight, passenger and baggage operations, and all data relevant to the requirements specified in these directives, including approved performance metrics. Data sharing may include historical performance data records as well as real-time operational data.

1.10 Airport Performance Monitoring Program Aerodrome Requirements

(a) The Airport User must comply with RAC's minimum standards for passenger bus transportation, passenger handling, passengers with reduced mobility, passenger disembarkation and cargo handling including sensitive cargo.
(b) The Airport User is not permitted to board multiple flights simultaneously at the same gate (including bus gates) or use the same passenger bus entrance door when boarding simultaneous flights.

1.11 Baggage Handling Requirements for Airport Performance Monitoring Programme

(a) The Airport User shall comply with the Airport Facility's minimum standards with regards to baggage transfer and associated [MCTs], management of mishandled bags, and management of out-of-gauge baggage, and shall comply with mandatory procedures with regards to the use of the baggage handling system.
(b) The Airport User shall establish protocols for high temperatures payload planning that ensures appropriate hold baggage capacity for scheduled passengers and avoid left behind checked baggage.

1.12 Baggage Handling Services

(a) To achieve optimal use of infrastructure, all parties, must work with RAC regarding the use of Airport Facility resources such as baggage belts, passenger check-in counters and other airport facilities used by all in accordance with protocols and operational arrangements.
(b) The Airport User is responsible for any fines and charges imposed by RAC on left behind baggage by Service Providers in Airport Facilities.

1.13 Passenger Delay Management

(a) The Airport Users shall remain and fully responsible for passenger communication, care, and delay management in accordance with all applicable laws and regulations, including but not limited to the General Authority of Civil Aviation (GACA) Passenger Rights Protection Regulations.

(b) Without prejudice to the Airport User's sole responsibilities, and subject at all times to compliance with applicable laws and regulations, in exceptional operational circumstances, particularly where prolonged delays may adversely impact passenger welfare, safety, security, or overall airport operations— airport user shall comply with the applicable (GACA) Passenger Rights Protection Regulation including but not limited to:

i. Force Majeure.
ii. Flight cancellation.
iii. Flight delays.
iv. tarmac delays.

(c) The Airport User acknowledges and agrees that:

i. Full Responsibility:

The Airport User shall remain responsible for the implementation of any such actions and for all associated obligations towards passengers, including but not limited to rebooking, accommodation, compensation, and communication.

Airport Users and Service Providers shall collaborate with RAC in initiatives and activities aimed at improving passenger flow and communications at KKIA. This may include requests for Airport Users and/or Service Providers to add gate information on boarding passes, display logo and flight details across passenger-facing facilities (including check-in desks and boarding gates), optimize queuing layouts, and provide specific guidance to passengers.

If the Airport User fails to provide the care and assistance required under the Passenger Rights Protection Regulations without delay, RAC reserves the right to procure, or cause to be procured, such care and assistance on behalf of the Airport User. Any and all costs incurred by RAC in providing such assistance, together with an administrative charge of ten per cent (10%), shall be fully recoverable from the Airport User, payable upon demand.

ii. Regulatory Compliance:

Nothing in this clause shall relieve the Airport Users from its obligations under applicable laws and regulations, including those issued by GACA.

iii. No Operational Assumption:

Nothing in the Condition of Use, including any coordination, instruction, request, or guidance issued by the Airport, shall be construed as:

(a) the assumption by the Airport of operational control over the Airline's flights or operations; or
(b) the transfer of any operational responsibility or liability from the Airline to the Airport.

For avoidance of doubt, the Airport Users shall remain solely responsible for the planning, execution, and consequences of its operations at all times.

1.14 Passenger Requirements for Airport Performance Monitoring Program

(a) The Airport User must comply with the minimum standards of RAC regarding the boarding of passengers to the gate, the transfer of passengers and the associated minimum connection times.

1.15 Unauthorized Passengers (Inadmissible Passenger)

(a) The Airport User is responsible for ensuring that passengers travelling to the Kingdom of Saudi Arabia have the correct documentation. In the event of an unauthorized passenger arriving or being transferred to the Airport Facility, the Airport User is responsible for arranging and covering the cost of the ticket to the country of origin or the nearest authorized destination to which they are permitted to travel.
(b) After receiving the unauthorized passenger from passport control, the Airport User must ensure that the passenger is transferred from the country on the first available flight to the airport of origin or to any place where they are permitted to enter within 24 hours.
(c) During the waiting period, the Airport User is fully responsible for the comfort of the passenger in the Designated Waiting Area and providing all necessary amenities. Meals and refreshments are provided free of charge, and in a manner reasonably proportional to the duration of their waiting.

1.16 Coordination with the VIP Service Provider (Altanfeethi)

(a) All Airlines operating at the Airport shall acknowledge the role of Altanfeethi, the VIP service provider authorized to deliver premium services to designated passengers.
(b) Airlines intending to provide or support VIP passenger services must enter into a formal agreement with Altanfeethi prior to the commencement of such services.
(c) Airlines are required to fully cooperate with Altanfeethi and facilitate the completion of all necessary procedures, including but not limited to check-in, baggage handling, coordination with General Directorate of Passports “jawazat”, and boarding, in accordance with the terms set forth in their agreement with Altanfeethi.
(d) Failure to establish and maintain such an agreement, or failure to cooperate as required, may result in service disruptions and shall be deemed a breach of the conditions of use of the Airport.

1.17 Air Cargo handling

(a) loading and unloading freighters, parcels, and postal items to and from cargo aircraft.
(b) conducting all activities related to the entry, exit, and transit of various types of freights, parcels, postal items (inbound, outbound, transit).
(c) Sorting freights, parcels, postal items.
(d) Soring freights, parcels, postal items in designated facilities until they are transported for customs clearance, responsibility transfer, or delivery to the final customer.
(e) timely transportation and receipt of freights, parcels, postal items from cargo handling warehouses to cargo aircraft and vice versa.
(f) timely transportation of freights, parcels, postal items after sorting, from external sorting area of the cargo handling company to the warehouses of the cargo village.
(g) Handling all types of freights, parcels, postal items, including dangerous goods, subject to obtaining approval to handle dangerous goods as detailed in the regulatory guide.
(h) balancing and coordinating the cargo aircraft payload.
(i) Management of control loading units for freighters, parcels, postal items.
(j) provision of cargo aircraft services in the freighter yard.
(k) monitoring transit shipments that are transported without being handled or unloaded from the aircraft.
(l) consolidation and deconsolidation for freights, parcels, postal items, automating the process, and linking it to the airport.
(m) providing security escort for high-value goods, freights, parcels, postal items or diplomatic consignments.
(n) accompanying freights, parcels, and postal items in accordance with relevant laws and regulations.
(o) receiving freights, parcels and postal items from various modes of transport, including sea, air, and land transportation.

2. Airport Performance Monitoring Program and/or performance measurement standards requirements

2.1 Obligations

(a) The Airport User agrees to comply with all requirements and requests and take all action required of it by the Airport Facility and/or GACA in relation to any Airport Performance Monitoring Program and/or Performance Measurement Standards issued by GACA.

3. Ground Services

(a) Ground services contracted or provided directly by the Airport User at the Airport Facility include details in accordance with the Ground Services Guidelines.

(b) The Airport User must ensure that any ground services provider it contracts with enters into a service level agreement with RAC in accordance with any Airport Performance Monitoring Programme issued by GACA.

(c) A service level agreement must be established between the service providers and RAC, including the requirements of any Airport Performance Monitoring Programme issued by GACA.

(d) Any ground services provided directly by the Airport User (self-handling) must be subject to any Airport Performance Monitoring Programme requirements issued by GACA.

(e) The Airport User must ensure that the necessary resources are available to provide the required level of service for all ground services activities.

(f) The Airport User may contract with more than one ground services provider if it is licensed.

(g) Performance review meetings include a review of compliance with these Conditions of Use, requirements and metrics.

(h) Operational management and review meetings as directed by RAC.

(i) Cooperation between the Airport User and RAC includes the sharing of operational data, whereby access to operational performance data relating to Airport Facility operations is provided to the Airport User.

(j) The Airport User and contracted [Ground Handling Organisation] will provide access to all facilities, manuals, standard operating procedures, work instructions and all personnel for the purpose of the Airport Facility to conduct operational audits and inspections as mandated by GACA.

4. Ground Handling and Equipment

4.1 Terminals and passenger facilities

(a) Airport Users:

i. Must comply with IT requirements:

- must complete the required setup of their Airport Users Departure Control Systems (DCS) with SITA.
- must have a system for electronic data exchange of SITA messages (or any other approved electronic method) between their Airport Users DCS and RAC.
- Airport Users must take all necessary measures to ensure the accuracy of data in the Airport Users central systems (including any websites) and the departure control systems at all times.
- When the Airport User makes any changes or replacements to the departure control systems that could impact the broader Airport Facility operations, the Airport User must notify the Airport Facility.
- Airport Users are required to provide the maximum take-off weight (MTOW) for commercial, cargo, and general aviation flights in relation to billing procedures.
- Airport Users must use the standard messages in the table below for all flights arriving to / departing from The Airport Facility. The required messages shall be sent by the Airport User to SITA address [RUHOPXH] and [RUHOPXH@Riyadhairports.com] within 24 hours of operated flight. Failing which, the Airport User shall be liable for [the full load penalty] and any dispute must be raised within 15 days.
- Total passenger figures must match totals in LDM otherwise the highest value will be applied, and any dispute must be raised within 15 days.
- If multiple LDM are received for one flight with different value the highest value will be applied, and any dispute must be raised within 15 days.

4.2 Standard Messages

Acronym	Type of message	IATA reference	Deadline

MVT	Aircraft Movement Message (AA,AD, EA, ED, NI)	IATA AHM 780	ASAP
ASM	Ad-hoc Scheduled Message	IATA SSIM Chapter 5	ASAP
DIV	Aircraft Diversion Message	IATA AHM 781	ASAP
DELAY CODES	Various	IATA AHM 730/731	ASAP
LDM	Load Message	IATA AHM 583	After take-off
PTM	Passenger Transfer Message	IATA PSCRM RP 1718	After take-off
PSM	Passenger Service Message	IATA PSCRM RP 1715	After take-off
BPM	Baggage Processing Message	IATA PSCRM RP 1745	(Via BRS)
BSM	Baggage Source Message (Including Short Connections and Terminated)	IATA PSCRM RP 1745	(Via BRS)
BTM	Baggage Transfer Message	IATA PSCRM RES 709	After take-off
BUM	Baggage Unload Message	IATA PSCRM RP 1745	ASAP
BNS	Baggage Not Seen Message	IATA PSCRM RP 1745	After take-off
CPM	Container / Pallet Distribution Message	IATA AHM 587	After take-off
UCM	ULD Control Message	IATA AHM 587	After take-off
CAL	Change Assistance List	IATA PSCRM RP 1708a	After take-off
SLS	Statistical Load Summary	IATA AHM 588	After take-off
PAL	Passenger Assistance List	IATA PSCRM RP 1708a	After take-off
FFM	Freight Forwarding Message	GACA	After gate close
PRL	Passenger Reconcile List	GACA	After gate close
ICL	Inbound Connection List	GACA	After gate close
FFM	Freight Forwarding Message	IATA's Cargo-IMP Manual	Sent before flight departure to inform all parties of the cargo details
CPM	Container/Pallet Distribution Message	IATA's Cargo-IMP Manual	Sent before the flight departure to provide

			load planning and weigh balance info
FWB	Electronic Air waybill	IATA's Cargo-IMP Manual	Should be transmitted before the shipment is tendered to the carrier
FSU	Flight Status Update	IATA's Cargo-IMP Manual	Sent at each significant event or status change during the shipment's transit
RCF	Cargo has arrived in cargo facility	IATA's Cargo-IMP Manual	Sent upon receipt of the cargo at the facility
NFD	Notification for delivery	IATA's Cargo-IMP Manual	Sent after the cargo is ready for delivery to the consignee
POD	Proof of Delivery	IATA's Cargo-IMP Manual	Sent after delivery to confirm to all relevant parties

ii. Must ensure that they have a service level agreement with the ground handling provider that provides sufficient resources to ensure that their passengers remain within the targeted queue times at the Airport Facility check-in desks throughout check-in times.

iii. Are responsible for ensuring that transit passengers have the required documents and tickets for their final destination and that no transit time exceeds 12 hours from a passengers' arrival to the Airport destination and that no transit time exceeds 12 hours from a passengers' arrival to the Airport Facility.

iv. Application of Full Load on Baggage

In cases where the airline does not provide baggage data, the following full baggage load shall apply:

- One piece for domestic flights
- Two pieces for international flights

v. Invoice Dispute Procedure

Any dispute regarding an invoice must be submitted within (30) days from the invoice issue date.

4.3 Supplementary Documents

(a) RAC shall provide Airport Users with available documents or the internet links to the proper sites to assist the Airport Users in gathering information concerning codes, regulation and ordinances during normal business hours.

5. Aerodrome operational requirements

5.1 Emergency Planning and Response

(a) To ensure an effective emergency response and management at RAC, Airport Users are required to coordinate with the [Emergency Planning Department], including the following to be complied with at a minimum:

i. nominating representative(s) with the responsibility and authority for emergency planning and response to the Emergency Planning Department;

ii. nominating a responsible person to represent the Airport User in the RAC emergency operations center in the event of an emergency involving the Airport User. Should the Airport User not have a representative present to fulfil this function, Airport Users are required to contract this service through a GACA certified and licensed ground handling service provider and notify RAC of that arrangement and its scope;

iii. establishing which actions are provided in the Airport User's emergency plan for action by the Airport User only;
iv. establishing which actions are provided by the contracted handling provider and notifying the Emergency Planning Department;
v. establishing and share timeline on actions to be taken; and
vi. establishing a family assistance plan as per requirements stipulated by GACA.

(b) Should the Airport User fail to comply with the above requirements and/or coordination does not meet RAC's standards in the unfortunate event of an incident, RAC will procure (or cause to be procured) the required urgent/imminent emergency response. RAC shall take necessary actions, which shall include but may also not be limited to; instructing a ground handling service supplier to assist passengers, crew and family members in accordance with RAC's aerodrome emergency plan. The Airport User shall bear all costs incurred by RAC in this process and shall settle such costs upon RAC's instruction/invoice without delay.

5.2 Right to Control the Airfield

(a) RAC CEO, or his designee shall have the right at any time to close the Airport Facility in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse takeoff permission to aircraft, and to deny the use of the Airport Facility or any portion thereof to any specified class of aircraft or to any individual or group, when any such action is considered necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport Facility. In the event the CEO, or his designee determines the condition of the Airport Facility or any part thereof to be unsafe for landings or take-offs, a Notice to Airmen (NOTAM) shall be issued, or cause to be issued, closing any affected area, or the entire Airport Facility. RAC does not accept any liability for any damages, losses, costs, and/or expenses whatsoever suffered or incurred pursuant to such actions. Also, RAC will not impose penalties on Airlines due to such actions, Unless it is proven that there is a violation by the Airlines and the reason for that violation is unrelated to those actions.

5.3 Parking Responsibility

(a) When instructed by the CEO or his designee, the Airport User of any aircraft parked or stored at the Airport Facility shall move the said aircraft from the place where it is parked or stored. If the Airport User refuses to comply with such directions, the CEO or his designee may order such aircraft be moved after GACA's approval at the expense of the owner or Airport User, and without liability for any damages on RAC which may result in the course of such moving.

(b) In accepting the handling of an Airport User's asset/aircraft, the fixed-based operator (FBO) acknowledges and accepts full liability for the asset/aircraft throughout its stay on the Airport Facility premises, and beyond and in case of outstanding charges, including but not limited to the settlement of all charges incurred pursuant to these Conditions of Use.

5.4 Restricted Aircraft Operations

(a) GACA/RAC or their designee, may restrict the allowable types of aircraft operations for operational considerations, with prior notification to the Airport User.

(b) No person shall park or store on Airport Facility property any non-airworthy aircraft for a period in excess of ninety (90) days without written permission of GACA/RAC or their designee. This provision does not apply to aircraft under construction in fully enclosed and leased premises, or aircraft under repair by RAC authorised maintenance provider.

5.5 Prohibited Aircraft Operations

(a) GACA/RAC or their designee may prohibit or restrict any type of operation deemed detrimental to the safe, efficient and proper operation of an airport. Parachute jumping/sky diving, ultra-light aircraft and tow banner pick-up or drop-off on Airport Facility property are prohibited unless expressly allowed by GACA/RAC or their designee.

5.6 Fuel, Hydraulic and Dangerous Goods Spillage

(a) Any Airport User using the Airport Facility, irrevocably agrees and consents, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the CEO or his designee may take any/all necessary action(s) to effect the prompt clean-up of an aircraft, and/or vehicle, and/or other equipment or infrastructure, fuel and hydraulic/dangerous goods spillage and the disposal of contaminated materials required for the clean-up. Any Airport User using the Airport Facility, further irrevocably agrees, consents and undertakes to pay RAC, any and all costs incurred by or on behalf of the Airport Facility for any such cleaning and disposal of contaminants on ["Polluter Pays Principle"].

5.7 Aerodrome Safety

(a) To ensure the highest level of operational safety and a continuous improvement of safety performance at the Airport Facility, Airport Users (and their contracted service providers) shall maintain and operate a SMS that meets pertinent regulatory requirements and/or industry best practices. Airport Users shall also ensure collaboration with and adherence to RAC's SMS and associated principles and policy. RAC requires [airside stakeholders] to:

i. participate in and adhere to RAC's SMS, as detailed in [Part 6 of] the Aerodrome Manual;
ii. adhere to the RAC aviation SMS policy in [Part 2 of] the SMS Manual;
iii. ensure that incidents and accidents airside are reported to the aerodrome duty manager on +966(0)539171634; or the Airport Facility airside operations control desk on +966(0)112219444;
iv. ensure that incidents and accidents within the Airport Facility terminals / concourses are reported to the relevant Airport Facility Duty Manager +966(0)112211313;
v. nominate a focal point for aerodrome safety concerns to the [GM Safety], who is required to actively participate in safety forums, and coordinate their organization's participation in safety campaigns;
vi. proactively identify hazards, assess risks and implement controls to lower risks to 'as low as reasonably practicable' within their operation;
vii. employ trained, qualified and competent staff, and provide evidence of such training and qualifications to RAC upon request;
viii. receive and disseminate as appropriate, all RAC safety and operational instructions.
ix. RAC reserves the unconditional right to conduct operational inspections and safety audits of [stakeholders] in accordance with RAC's SMS and GACA Regulation GACAR Part 183 – Representatives of the President, in connection with the oversight of [Ground Handling Organisations]. The primary purpose of these audits is to ensure that safety, compliance and conformance standards are present, appropriate and effective. The audit process shall follow a structured process and as such [stakeholders] are required to make relevant evidence available upon request;
x. all Airport Users are required to participate unreservedly in any/all safety investigations and safety/quality audits conducted by RAC; and
xi. if an Airport User chooses to operate outside the requirements provided within the SMS Manual, evidence of their aviation safety management processes and SMS shall be submitted to RAC [Aerodrome Safety section] for review and oversight.

Appendix (1)

Violations and penalties for Conditions of Use

1. Purpose

To establish a clear and consistent process for identifying, investigating, and resolving violations of the Conditions of Use at King Khalid International Airport, ensuring safety, security, and compliance with legal and regulatory obligations.

2. Scope

This process applies to all airport users, including but not limited to:

- Airline operators
- Ground handling agents
- Tenants and (concessionaires)
- Contractors
- General aviation and private aircraft operators
- Individuals or entities using airport facilities or services

3. Definitions

- Conditions of Use: The legally binding terms and conditions governing the use of airport facilities, services, and infrastructure.
- Violation: Any act or omission that contravenes the Conditions of Use, including but not limited to unauthorized operations, failure to pay fees, safety breaches, or damage to property.

4. Process Overview

4.1 Identification of Violation

- Violations may be identified through routine inspections, automated monitoring systems, reports from staff or third parties, or audits. Regular compliance and/or non-compliance reporting will not be circulated as it may contain sensitive and/or confidential information. In the event of non-compliance, KKIA will contact the specific User(s) involved.
- Responsibilities:
    - Compliance & Legal Team: Provides interpretation and legal guidance on violations.
    - Security & Safety Teams: Support investigation and enforcement actions as needed.
- A formal report should be completed with all relevant details, including violation classification, time, date, nature of the violation, and any supporting evidence.
- Routine Inspections: Conduct regular, systematic evaluations of airport facilities, operations, and activities to ensure compliance with the provisions of CoU.
- Automated Monitoring Systems: Track and analyze real-time data, such as surveillance cameras, sensors, and software designed for operational oversight.
- Staff and Third-Party Reports: Encourage airport staff, contractors, and third parties to report suspicious activities or non-compliant behavior through a secure and accessible reporting mechanism.
- Audits: Perform regular audits of financial, operational, and safety records to uncover discrepancies or breaches.
- Safety Management System (SMS): Integrate SMS procedures to proactively identify hazards and associated violations.
- Slots Adherence: to comply with the Slots-related requirements and follow procedures of the SPC framework.
    - Monitoring will be conducted by the Coordinator who will review performance against confirmed coordinated slot times.
    - Non-compliance will cover both usage of slots ie the proportion of slots utilized and the adherence to allocated slot times.
- Operational: to adhere to operational standards and procedures.
    - Monitoring will be conducted by audit reviews of the required documentation, via inspections and on a regular basis by airport staff during operational hours.

    - Non-compliance will cover breaches of operational metrics and standards contained in the Operational Standards Policy.+
- Quality of Service: set KPIs, and failure to meet a minimum required percentage of any KPI constitutes a violation.
    - Monitoring will be conducted by audit reviews of the required documentation, via inspections and on a regular basis by airport staff during operational hours.
    - Non-compliance will cover breaches of the Minimum Level of Service metrics and standards contained in the Operational Standards Policy as well as such elements as cleanliness and queue management.
- Data provision: to provide the requested data / information on a timely basis and as requested.
    - Monitoring will be conducted by automated system reporting which will identify Payload and Operational data gaps alongside audit reviews of reference data.
    - Non-compliance will cover the non-provision of Reference, Payload and Operational data requests outlined in the Conditions of Use
- Airport Facility Usage: to ensure proper, efficient and authorized use of airport facilities.
- Data Analytics: Leverage data-driven insights to pinpoint patterns or trends indicative of violations.
- Training and Awareness Programs: Equip staff with knowledge about compliance requirements and violation indicators.

4.2 Initial Review

- RAC reviews the violation report within 7 business days and determines whether they are valid, material and applicable , in accordance with the applicable violation review methodology and on the Violation classifications set out in Appendix (1) Section 4.10 of this CoU.

- If the violation is confirmed to be valid, material and legally applicable, a case file is opened for this violation.

4.2.1 Safety & Security Violations Review Process

- Preliminary Incident Assessment: Conduct a swift initial assessment upon receiving a report to identify if the case involves Safety or Security. Flag urgent cases requiring immediate action.
- RAC will implement an expedited process based on the severity of the instance, urgency of remedial action requirements.

4.3 Notification to Offending Party

A written Notice of Violation (NoV) is sent to the party responsible within 7 business days of confirmation that a violation

has been identified.

The notice will include:

- Description of the violation
- Reference to relevant Conditions of Use clause(s)
- Required corrective actions
- Deadline for response (15 business days)
- Potential consequences of non-compliance (e.g., additional penalties, forfeiture of rights, or other corrections)

NoticeLevel	Compliance Issues	Escalation Stages	Performance Issues	RAC Resource			
Level 1	Lack of improvementin Compliance	Consider issue against CoU	Lack of performance improvement		AOD		

Level 2	Second Party actions inadequate to address infringement	Second Party on notice of termination – RAC improvement notice	Second Party actions inadequate to address underperformance			GM Ops	
Level 3	Second Party unableto achieve improvement	Second Party termination process	Second Party unable to achieve improvement				CEO

4.4 Response and Investigation

- The offending party may submit a response with an explanation, corrective actions taken, or a dispute.
- Further investigation may be conducted, including interviews, inspections, and evidence review.
- If necessary, a meeting may be convened with the parties involved.
- All parties should engage in reasonable endeavors to support the investigation process.

4.5 Corrective Actions and Monitoring

- Require submission of a corrective action plan within 7 business days for Safety & Security cases.
- Monitor the implementation of corrective actions to ensure adherence and effectiveness.

4.6 Escalation for Severe Cases

- For high-risk violations, escalate to higher authorities or legal entities as necessary.
- Consider stricter penalties or immediate corrective measures for cases involving critical Safety & Security risks.

4.7 Final Resolution

- Review the corrective measures taken to ensure full compliance and resolution.
- Document the findings and resolutions to enhance future processes and prevent recurrence.

4.8 Determination and Action

- Based on the investigation The Airport Operator will determine:
    - No violation occurred (case closed)
    - Violation occurred (corrective actions required)
    - Serious violation occurred (penalties imposed)
- Actions may include:
    - Written warning
    - Mandatory corrective action plan
    - Financial penalties (as per Conditions of Use)
    - Suspension or revocation of access or operating privileges
    - Legal proceedings (in extreme cases)

4.9 Appeal Process

- The offending party may appeal the decision within 10 business days of notification.
- Appeals must be submitted in writing with supporting evidence.
- Appeals will be reviewed within 15 business days and issue a final decision.

4.10 Penalties

4.10.1 Violation table

Violation Classification	Non compliance criteria	Financial penalty
Safety and Security	A failure to adhere to the safety and security requirements contained in the Conditions of Use including but not limited to a failure to maintain and operate a Safety Management System (SMS), a failure to support health and safety investigations and inadequate incident reporting.	1st breach – SAR 10,000 2nd breach – SAR 20,000 3rd breach – SAR 30,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Slot Performance	Adherence to Worldwide Slot Guidelines regarding slots misuse	1st breach – corrective actions 2nd breach - financial penalty that not exceeding SAR10,000 per slot and/or Loss of historic slot rights as per as the SPC decision.
Operational	Breaches of the KKIA SOPs, Policies, Instructions, Operational SLAs, circulars and standard breaches schedule 3 -if applicable- *	1st breach – SAR 1,000 2nd breach – SAR 2,000 3rd breach – SAR 5,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Operational	Storage of ULDs outside of approved areas except with written permission from RAC	1st breach – SAR 1,000 2nd breach – SAR 2,000 3rd breach – SAR 5,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Operational	Spillage of fuel or other such contaminated material that requires cleaning and disposal	1st breach – SAR 5,000 2nd breach – SAR 10,000 3rd + breaches – SAR 15,000 Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Quality of Service	A failure to meet the required Minimum Level of Service standards contained in KKIA	1st breach – SAR 1,000 2nd breach – SAR 2,000 3rd breach – SAR 5,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Quality of Service	A failure to meet the required standard of cleanliness which endangers passengers or colleagues	1st breach – SAR 1,000 2nd breach – SAR 5,000 3rd breach – SAR 10,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until

		such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Quality of Service	A failure to ensure that: 1) a queue coordinator is present and 2) queues are managed within the agreed check in footprint	1st breach – SAR 1,000 2nd breach – SAR 2,000 3rd breach – SAR 5,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Data provision	A failure to provide the requested data / information as outlined in the Conditions of Use	1st breach – SAR 1,000 2nd breach – SAR 2,000 3rd breach – SAR 5,000+ Multiple breaches may result in suspension of access to Airport Facilities and Services until such time as KKIA can satisfy itself that remedial action will address the non-compliance.
Data provision	Airport Users failure to provide Baggage Source Message for each Departing and Arriving flight	Narrow body aircraft - SAR 2,500 per flight representing Baggage Management and Handling System charge Wide body aircraft - SAR 5,000 per flight representing Baggage Management and Handling System charge

4.10.2 The penalty shall be imposed only if the respective KPI deemed applicable. In this context, applicability refers to the actual restrictions to implement the respective KPI, including airport infrastructure, safety and security requirements.

4.10.3 Each Violation shall be subject to a single penalty. RAC shall not impose more than multiple penalties for the same non-compliance case, where multiple violations arise from the same act, omission, or underlying cause.

5. Record-Keeping

- All violation cases and related documents will be recorded and retained for a minimum of 5 years.
- A summary of violations may be reported to relevant regulatory bodies (GACA) as required.

6. Review and Update

This process shall be reviewed annually or upon significant changes in regulatory requirements or airport operations.