

## **RULES**

### **for the operation of car hire services by companies without facilities in the airport public domain and with duly attested reservation (João Paulo II Airport)**

Considering that:

- a) In accordance with article 11 of Decree-Law no. 181/2012, of 6 August, which regulates the conditions for access to and operation of the activity of renting passenger cars without a driver, where there is a duly attested reservation, the lessor may deliver the vehicle in the area of operation of transport terminals, or in another location where the rental begins, even if it does not have a fixed establishment or customer service for this purpose;
- b) In recent years, there has been a growing number of entities without an establishment in the airports that, in the exercise of the right of access associated by law to the Prior Reservation, usually park passenger vehicles, as well as passenger transport vehicles (shuttles) on the kerbsides of the departure and arrival terminals, which affects the normal operation of the airport access system and disrupts the regular and orderly circulation of vehicles and pedestrians in the kerbside area and in the corresponding access routes;
- c) There are also a growing number of entities without an establishment in the airports that, under the cover of an alleged Prior Reservation, acquire new customers and enter into contracts with customers without Prior Reservation, in clear disregard for the constraints established by law;
- d) ANA, SA holds, on an exclusive basis, the airport public service concession supporting civil aviation in the domestic airports under Decree-Law no. 254/2012, of 28 November, duly contracted through the Concession Contract for Airport Public Service Supporting Civil Aviation in the airports located in mainland Portugal and in the Autonomous Region of the Azores signed with the Portuguese Government on 14 December 2012.

- e) In this context, ANA, SA is responsible for ensuring regular and effective access to the kerbsides of the domestic airports in an orderly and safe manner, thus enabling the smooth operation of the terminal, without disrupting the proper operation of airport infrastructure and its users;
- f) For the exercise of its functions, ANA, SA has, in accordance with the provisions of sub-paragraph g) of Article 7 of Decree-Law No. 254/2012, of 28 November, and sub-paragraph f) of Clause 31.1 of the Concession Contract, the powers and privileges of the Portuguese Government for the preparation and application of regulatory standards within the scope of the activity under concession at the airports it manages;
- g) It is important to regulate the system for the occupation and use of the airport public domain of the airports managed by ANA, SA by all entities that are legally engaged in car hire activities and that do not have an establishment for that purpose within the airport perimeter;
- h) To this end, ANA, SA has defined the set of rules concerning this occupation and use, encouraging their analysis and discussion, namely with the associations of car hire companies, which have widely and actively cooperated in the discussion of these Rules;
- i) These Rules meet the needs of all those involved, as they allow ANA, SA to provide the airport public service in support of civil aviation under appropriate conditions, ensuring the pursuit of public interest. They also allow car hire companies without airport facilities to provide quality service to their customers, without disruptions stemming from operational constraints.

On the basis of the above, and in accordance with the provisions of sub-paragraph g) of Article 7 of Decree-Law No. 254/2012, of 28 November, and sub-paragraph f) of Clause 31.1 of the Concession Contract for the Airport Public Service Supporting Civil Aviation entered into with the Portuguese Government on 14 December 2012, ANA, SA approved these Rules, which are governed by the following articles:

### **Article 1**

#### **Object**

These Rules establish and define the conditions required for access to and stay in the airport perimeter of João Paulo II Airport, managed by ANA, SA for the exercise of the rental of cars without a driver by natural or legal persons who do not have an establishment or facilities at the Airport.

## Article 2

### Definitions

In these Rules, whenever they begin with a capital letter and unless the context clearly indicates a different meaning, the terms indicated below have the following meanings:

- a) **Airport:** João Paulo II Airport, managed by ANA, SA under the Concession Contract signed with the Portuguese Government;
- b) **Entities:** any natural or legal person legally entitled to exercise car hire activity and established in the national territory that has no establishment or facilities at the Airport;
- c) **Car hire:** the activity of rental of passenger cars without driver under the terms established in Decree-Law no. 181/2012, of 6 August;
- d) **Prior Reservation:** reservation of the car hire service duly attested under the terms of article 11, no. 4 of Decree-Law no. 181/2012, of 6 August;
- e) **Shuttle:** mode of private mass transport of customers, which supports the Entities' business and is not intended for rental.

## Article 3

### Conditions for the exercise of services allowed at the Airport

1. At the Airport, the Entities are allowed access to the corresponding airport perimeter to exercise the right of access legally associated with the existence of a Prior Reservation duly attested to ANA, SA.
2. For the purposes of the previous paragraph, the exercise of the right of access associated with the existence of a Prior Reservation requires the delivery by the Entities of passenger vehicles without driver to the customer who has a Prior Reservation, as well as the collection, in Shuttles, of customers in the places identified for this purpose that have a Prior Reservation.
3. The return of the vehicle by Entities' customers at the Airport, except if in the public airport car parks or in the appropriate locations for the exercise of the activity, as defined in these Rules, may be subject to removal from the site, with all costs and charges being charged to the Entity.
4. The access to the airport perimeter by Entities for delivery of vehicles to customers with Prior Reservation is carried out through the issuance of a ticket at the barrier at the entrance of the places designated for this purpose, or through the use of a specific agreement card, to be issued by ANA, SA and is subject to payment of the fee established in the rate plan in force.

5. The access to the airport perimeter by Entities for the collection, in Shuttles, of customers with Prior Reservation, in the locations identified for this purpose, is carried out through the use of a specific agreement card, to be issued by ANA, SA and is subject to payment of the fee established in the rate plan in force.
6. The exercise of the right of access associated with the existence of a Prior Reservation under the terms indicated in the preceding paragraphs is subject to the following operational and functional conditions:
  - a) The Entity seeking to deliver a vehicle and/or to collect customers at the Airport through the use of an agreement card must, at least 72 hours in advance, submit its written request for the issuance of the card to ANA, SA, as well as fill in and send a scan of the “Parking Agreement Form” created for that purpose, accompanied by a scan of the registration certificate of the vehicle/Shuttle to which it is associated, to the following contact (or in person at the cards’ place of collection, indicated below):
    - [Pontadelgada.airport@ana.pt](mailto:Pontadelgada.airport@ana.pt)The subsequent collection of the card must be made at Caixa Parque located in the terminal or at ANA, SA’s Treasury located at João Paulo II Airport’s terminal;
  - b) The Entity shall deliver and/or return the vehicle or Shuttle only to the designated locations, under penalty of incurring in a breach of these Rules if failing to do so;
  - c) The agreement concerning the exercise of the Car Hire activity is valid during the set period, renewable for an identical period, and concerns a single number plate. This number plate may be changed only with a justifiable (proven) reason and express authorization from ANA, SA, and this authorization may not be unduly refused. If ANA, SA does not decide on an application for a change of number plate within a maximum period of three working days, the change shall be deemed accepted;
  - d) The Entity seeking to carry out the delivery and/or return of a vehicle at the Airport by purchasing a ticket at the entrance of the designated places must pay the fee corresponding to the maximum period of stay of 45 minutes. Once this time frame has elapsed, a fee will be charged for each period of 15 minutes, in accordance with the rate plan in force. The fee’s amounts shall be partially paid on the vehicle’s first exit and the remainder on the vehicle’s second exit, both corresponding to the same rental agreement of a passenger car without driver;
  - e) In case of loss or misplacement of a ticket, the provisions in the “Rules for the Use and Operation of Parking Facilities and Areas Dedicated to the Pickup and Drop-Off of Users at ANA, SA’s Airports” shall apply;
  - f) The Entities are responsible for any damage caused to the Airport’s facilities or to third parties, in the exercise of the right of access to the airport subject to these Rules, by culpable behaviour or gross negligence of their staff or even of third-party staff for whom they are responsible.

## **Article 4**

### **Monitoring and oversight by ANA, SA**

1. ANA, SA has the right to carry out, directly or by staff hired for this purpose, the monitoring and oversight of access by the Entities to the airport perimeter for the delivery of passenger vehicles without driver to customers with Prior Reservation, or for the collection of customers with Prior Reservation, under the terms established in these Rules.
2. ANA, SA may, directly or by an entity hired by it for this purpose, carry out the collection of information, namely via sampling, while also using technological means.
3. In the exercise of its powers of monitoring and oversight of compliance with these Rules, ANA, SA may not interfere in the personal contacts between the Entities and their customers with Prior Reservation.

## **Article 5**

### **Fees**

1. Access to the airport perimeter by the Entities for delivery of passenger vehicles without driver to customers with Prior Reservation and/or collection of customers with Prior Reservation in Shuttles, in the locations identified for this purpose, gives rise to the payment to ANA, SA of the operating fee provided for in sub-paragraph 1b) of Article 39 of Decree-Law No. 254/2012, of 28 November.
2. The amounts of the operating fee are provided for in the rate plan in force and can be updated by ANA, SA. During the first three years, this update will be limited to the evolution of the CPI (Consumer Price Index) in the Azores, excluding housing, published by the Portuguese National Statistics Institute until 31 December of the year prior to the year in question.
3. The operating fee mentioned in the previous paragraphs must be paid via bank transfer with corresponding proof sent to the contact mentioned in sub-paragraph 6a) of Article 3 or at the Treasury of ANA, SA, located in João Paulo II Airport's terminal.
4. Payment of the amounts of the operating fee mentioned in sub-paragraphs 6d) and 6e) of Article 3 shall be made in any manual or automatic teller machine by reading the agreement card. When using a ticket, payment must be made prior to the vehicle's exit.
5. The issue of the card is subject to the payment of the amount mentioned in the rate plan in force, as a fee for the service provision under Article 37 of Decree-Law No. 254/2012, of 28 November.

## Article 6

### Activities or services not allowed at the Airport

1. The following activities by the Entities are expressly prohibited at the Airport:
  - a) The exercise of any activity or service inherent to the Car Hire activity, namely the acquisition of customers, the signing of new contracts without Prior Reservation, as well as the delivery of vehicles and the collection of customers, even if with Prior Reservation, by a natural or legal person who is not legally qualified for this purpose;
  - b) The sourcing, in whatever form, of customers at the Airport by Entities, as well as the signing by Entities of contracts with customers who do not have a Prior Reservation under the terms of Article 11 of Decree-Law No. 181/2012, with the formalisation of the contract with the customer who already has a Prior Reservation not being considered entering into a new contract;
  - c) The delivery of vehicles and/or the collection of customers, even if with Prior Reservation, in any public car parks at the airport or outside the places designated for this purpose, unless duly authorised by ANA, SA;
  - d) The delivery of the vehicle and/or the collection of customers at the Airport by purchasing a ticket at the designated locations without carrying out the vehicle's entry and exit movement;
  - e) The exercise by the Entities of any other activities other than the delivery of vehicles to customers with Prior Reservation and/or the collection, in Shuttles, of customers with Prior Reservation;
  - f) The exercise of Car Hire activities in which the employees of the Entities are not properly identified, by any means whatsoever;
  - g) The exercise of the Car Hire activity, using vehicles or Shuttles that are not properly identified, by any means;
  - h) The use of third-party Entities to defraud the terms of the Car Hire activity regulated in these Rules, as well as the use of illegal labour;
  - i) The use by any Entity of spaces in the airport perimeter to advertise, in any way, the Entities or third parties;
  - j) The carrying out and disclosure by any Entity of commercial proposals outside the perimeter of the park designated for this purpose, as well as the distribution of leaflets or other means of disclosure;
  - k) Refusal to identify the Entity in breach of the obligations of these Rules, whenever asked to do so by employees or elements hired by ANA, SA or by the security forces present at the Airport;
  - l) The building or identifying use of the Entities as a form of advertising for the services they provide;
  - m) The circulation and stopping of Shuttles outside the places properly identified for this purpose;

- n) The transportation of customers in the Shuttles to the places mentioned in the previous subparagraph.
2. For the purposes of these Rules, ANA, SA may use all available means to identify the non-complying Entity, including CCTV and other means installed at the Airport;
  3. Whenever requested by ANA, SA, or by personnel expressly hired by ANA, SA for this purpose, the Entities, their employees and their corresponding affiliated personnel must prove the existence of a Prior Reservation under the terms indicated in Article 11 of Decree-Law no. 181/2012, of 6 August, always without interference in the personal contacts between the Entities and their customers with Prior Reservation;
  4. The verification of any of the conducts provided for in paragraph 1 of this Article grants ANA, SA the right to suspend or, provided that it is not a first infringement, to prevent access to the places designated for the purpose of the execution of the Car Hire activity, through an administrative procedure to be established for this purpose, which guarantees the right of defence.

## **Article 7**

### **Entry into force**

These Rules shall enter into force on the date of their publication in the Portuguese Official Gazette (Diário da República).