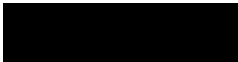


REGULATION

of the exercise of rent-a-car services by off-airport companies with duly established reservation (Faro Airport)

Whereas:

- a) In accordance with Article 11 of Decree-Law No. 181/2012 of 6 August, which lays down the exercise of the activity and access conditions of passenger car rental without driver, with duly established reservation, the lessor may deliver the vehicle in the transport terminals operation area, or elsewhere on which rental starts, even if the lessor does not have a fixed establishment or customer service for this purpose at the airport;
 - b) Recent years have seen a growing number of off-airport entities which, in the exercise of the right of access associated by the law to Prior Reservation, park passenger vehicles and shuttles at the arrival and departure terminal curbsides. This affects the normal operation of the airport access system and disturbs the regular and orderly movement of vehicles and pedestrians in the curbsides area and the respective access roads;
 - c) There are also a growing number of off-airport entities that, under cover of an alleged Prior Reservation, proceed with the acquisition of new customers and enter into contracts with customers without Prior Reservation, in clear disregard of the constraints established by law;
 - d) ANA, SA holds the exclusive airport public service concession in support of Civil Aviation at national airports under Decree-Law No. 254/2012 of 28 November, duly agreed with the Portuguese State under Public Airport Service Contract to support Civil Aviation entered into on 14 December 2012;
 - e) In this context, ANA, SA shall ensure the normal and effective access to curbsides of the national airports in a safe and orderly manner, thus allowing the proper operation of the terminal without disruption to the normal operation of airport infrastructures and their users;
 - f) In accordance with the provisions of Article 7(g) of Decree-Law No. 254/2012 of 28 November and Clause 31.1(f) of the Concession Contract, for exercising its functions ANA, SA has the powers and prerogatives granted by the Portuguese State in developing and implementing regulations within the concession activity at the airports that it administers;
 - g) It is therefore essential to regulate the regime of occupation and use of the public domain at the airports administered by ANA,S.A. by all off-airport entities that are legally performing car rental activities;
 - h) To this end, ANA,SA has defined the set of rules relating to this occupation and use by facilitating its analysis and debate, particularly with associations of car rental companies, which are collaborating broadly and actively in the debate on this Regulation;
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- i) This Regulation meets the needs of all parties as it allows the provision of public airport service in support of civil aviation under appropriate conditions by ANA, SA, ensuring the public interest and allows off-airport car rental companies to provide a quality service to their customers, without the disturbances arising from operational constraints.

On the basis of the foregoing, in accordance with the provisions of Article 7 (g) of Decree-Law No. 254/2012 of 28 November and Clause 31.1(f) of the Public Airport Service Concession Contract to support Civil Aviation entered into with the Portuguese State on 14 December 2012, ANA, SA approved this Regulation, which is governed by the following articles:

Article 1

Object

This Regulation establishes and defines the conditions required for the access and stay inside the airport perimeter of the Faro Airport, operated by ANA, SA for the exercise of the activity of car rental without driver, by natural or legal persons that do not have establishments or facilities at the Airport.

Article 2

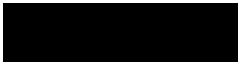
Definitions

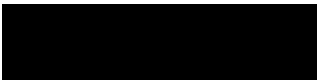
In this Regulation, the following words, whenever starting with capital letter and unless the context otherwise requires, shall have the following meanings:

- a) **Airport:** Faro Airport, operated by ANA,SA under the Concession Contract entered into with the Portuguese Government.
- b) **Entities:** any natural or legal person(s) entitled to exercise rent-a-car activity and established in national territory that do not have establishments or facilities at the Airport;
- c) **Rent-a-Car:** the activity of renting passenger vehicles without drivers under the terms established in Decree-Law No. 181/2012, of 6 August.
- d) **Prior Reservation:** reservation for the Rent-a-Car service duly proven under the terms of Article 11, paragraph 4 of Decree-Law No. 181/2012, of 6 August.
- e) **Shuttle:** method of private collective transport used to transport customers, in support of the business of the Entities, not designed for rental.

Article 3

Conditions for exercising the services allowed in the Airport

- 1. The access to the relevant Airport perimeter by Entities for the exercise of the right of access legally associated to the existence of Prior Reservation duly proven with ANA, S.A. is allowed.
 - 2. For the purposes of the preceding paragraph, the exercise of the right of access associated with the existence of Prior Reservation by the Entities includes the delivery of passenger vehicles without driver to
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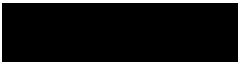


the customer that has a Prior Reservation, as well as Shuttles picking-up of customers with Prior Reservation.

3. The vehicle return at the Airport by Entities customers, unless at the Airport public car parks or at the appropriate places for the exercise of the activity, as defined in this Regulation, will be removed from the location, since it is considered abusive parking, and all costs and fees associated with that abusive parking will be borne by the Entity.
4. The access to the Airport perimeter by Entities to deliver vehicles to customers with Prior Reservation is carried out through the ticketing at the barrier to entry in the places specified in Annex I - Plans, or the use of a specific flat-rate card to be issued by ANA, SA and must abide by payment of the charge required in Article 5 and Annex II – Tariffs.
5. A specific flat-rate card to be issued by ANA, SA shall be used for access to the Airport perimeter by Entities picking up customers with Advance Reservations in Shuttles at specific areas, subject to payment of the charge established in Article 5 and Annex II – Tariffs.
6. The exercise of the right of access associated with the existence of Prior Reservation under the preceding paragraphs is subject to the following operational and functional conditions:
 - a) The Entity intending to promote vehicle delivery and/or pick up of customers at the Airport by using a flat-rate card must, with no less than 72 hours advance notice, direct its request for card issuance in writing as well as fill out and send the respective "Parking Flat-rate Form" scanned (see Annex III - Flat-rate Form) to ANA, SA, accompanied by the scanning of the registration certificate of the vehicle/Shuttle to which it is associated, through the following contact (or in person at the pick-up cards point shown below):

- Anafaro@empark.pt

The subsequent pick-up of the flat-rate card must take place at manual machine of ANA, SA Parking, at the Airport, namely between P1 and P2 Parking;

- b) The Entity must park the vehicle/Shuttle to be delivered and/or returned in clearly marked locations for this purpose in Annex I - Plans (identified as "RAC Park"), and only at these, otherwise, it shall be in default of the terms of this Regulation;
 - c) The flat-rate regarding the exercise of Rent-a-Car activity is valid for a fixed period, renewable for the same period, and concerns a single registration and alteration of the registration is only possible for a special reason (proven) and with authorization by ANA, SA, that may not unreasonably withhold this authorization. If ANA, SA is silent as to a request for registration of alteration permit, after a maximum period of three days it is considered that such alteration is accepted;
 - d) The Entity intending to promote the car rental delivery and/or return at the Airport by ticketing at the entrance of the places listed in Annex I - Plans, shall, during the first year of this Regulation pay a charge corresponding to a maximum stay of 75 minutes. Once that fraction of time has elapsed, there will be an additional charge for each period of 15 minutes, as provided for in Article 5 and Annex II – Tariffs. In the period between June and September, in the first year, this charge shall be double that established for the rest of the year. After the first year the Regulation is in effect, the maximum stay
- 



period shall be 60 minutes. The amounts to charge must be paid partially with the first exit movement of the vehicle and the remaining with the second such movement, both corresponding to the same passenger car rental without driver;

- e) In the case of ticket loss or misplacement the provisions of the *“Regulation Governing the Use of ANA Car Parks” shall apply;*
7. The Entities are responsible for any damages to the premises of the Airport or to third parties, while exercising their right of access to the Airport which is the subject of this Regulation, by wrongful conduct or gross negligence of their staff or third parties for whom they are responsible.

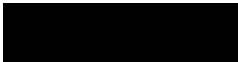
Article 4

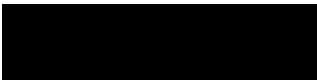
Monitoring and supervision by ANA, SA

1. ANA, SA has the right to monitor or supervise, directly or via personnel hired for this purpose, all access by the Entities to the Airport perimeter for the purpose of delivery of passenger vehicles without driver to customers with Prior Reservation, or to pick up customers with Prior Reservation, as established in this Regulation;
2. ANA, SA may also, directly or through an entity contracted for this purpose, carry out information collection, namely by sampling, including the use of technological means;
3. In exercising its powers of monitoring and supervision of compliance with this Regulation, ANA, SA cannot interfere in the personal contacts between the Entities and their customers with Prior Reservation.

Article 5

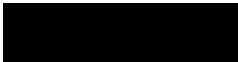
Charges

1. The access to the airport perimeter by Entities to deliver vehicles without driver to customers with Prior Reservation and/or Shuttles picking-up customers with Prior Reservation shall incur payment to ANA, SA of the charge provided for in Article 39 (1) (b) of Decree-Law No. 254/2012 of 28 November.
 2. The amounts to charge are established in Annex II - Tariffs to this Regulation and may be updated by ANA, SA, and in the course of the first three years, this update shall be limited to the evolution of the CPI (Consumer Price Index) on the mainland, excluding housing, published by the National Statistics Institute until 31 December of the year preceding the year in question.
 3. The charge referred to in preceding paragraphs shall be paid at either a manual or automatic machine of the car parks, in cash or by credit card.
 4. Payments of the amounts charged, referred to in Article 3 (6) (d) (e) of this Regulation, must be effected at any manual or automatic machine through reading of the flat-rate card. In the event tickets are used, payment is to be made before the vehicle leaves the park.
 5. Flat-rate card issuance is subject to payment of the amount referred to in Annex II - Tariffs, as a charge for services under Article 37 of Decree-Law No. 254/2012 of 28 November.
- 



Article 6

Activities and services not permitted at the Airport

1. The following activities by the Entities, at the Airport, are expressly prohibited:
 - a) The exercise of any activity or specific service of the Rent-a-Car activity, namely customer acquisition, conclusion of new agreements without Prior Reservation, as well as delivering vehicles or picking-up customers, even with Prior Reservation, by a natural or legal person who is not legally empowered for that purpose;
 - b) Any means of customer acquisition by Entities at the Airport, and conclusion of contracts by Entities with customers without Prior Reservation under Article 11 of Decree-Law No. 181/2012. Entering into a contract with a client who already has Prior Reservation shall not be considered formalising a new contract;
 - c) The vehicle delivery and/or the customer pick-up, even with Prior Reservation in any public parking of the Airport or outside the clearly marked locations for this purpose provided for in Annex I - Plans without being duly authorized by ANA, SA. In exceptional cases of customers with reduced mobility, ANA,SA shall adopt solutions that ensure transport of customers of the Entities between the Airport and the locations listed in Attachment I – Plans.;
 - d) The vehicle delivery and/or customer pick-up at the Airport through the acquisition of a ticket in the places listed in Annex I - Plans without effecting the movement of entry or exit of the vehicle;
 - e) The exercise by the Entities of any other activities beyond the delivery of vehicles to customers with Prior Reservation and/or Shuttles picking-up of customers with Prior Reservation;
 - f) The exercise of Rent-a-Car activity in which employees of Entities are not duly identified, by any means;
 - g) The exercise of Rent-a-Car activity using vehicles or Shuttles not duly identified, by any means;
 - h) The use of third parties to defraud the terms of Rent-a-Car activity governed by this Regulation and the use of illegal labour;
 - i) The use by any Entity of spaces within the Airport perimeter for any kind of advertising, either for the Entity or for a third party;
 - j) The execution and dissemination of business proposals by any Entity outside the perimeter of the park identified in Annex I - Plans as well as the distribution of leaflets or other means of promotion;
 - k) The refusal of the Entity to provide identification in breach of the obligations of this Regulation, when requested by workers or employees hired by ANA, SA or by security forces present in the Airport;
 - l) Building or use of identifying material of the Entities as a form of advertising for the services they provide;
 - m) The use of Shuttles shall be limited to the locations identified in the Airport public domain, and the Entities are prohibited from transporting their customers to these locations.
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2. For the purposes of this Regulation, ANA, SA may use all available means to identify the Entity in breach, including CCTV and others installed at the Airport;
3. Whenever requested by ANA, SA, or personnel hired expressly for this purpose, the Entities, their respective employees and staff, shall prove the existence of Prior Reservation pursuant to Article 11 of Decree-Law no. No. 181/2012 of 6 August, always without interfering with personal contacts between the Entities and their customers with Prior Reservation;
4. The occurrence of any of the conduct referred to in paragraph 1 of this Article gives ANA, SA the right to suspend or, provided that is not a first infraction, to prevent access to clearly marked locations - Annex I, Plans - to the continuation of Rent-a-Car activity, through an administrative proceeding established for this purpose, which guarantees the rights of defence.

Article 7

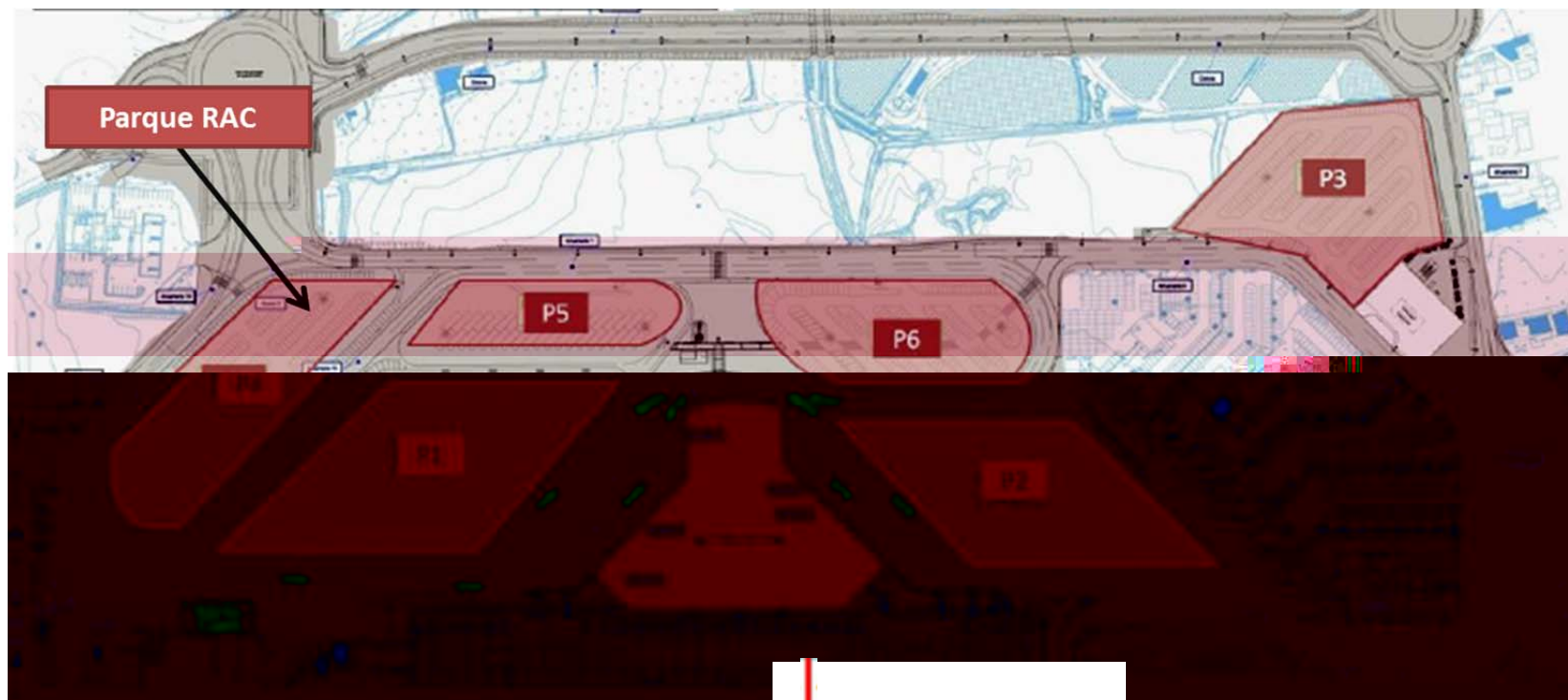
Entry into force

5. This Regulation shall go into force on 1 March 2015.



ANNEX I - PLANS

Faro Airport



ANNEX II – TARIFFS

FARO AIRPORT	Type of vehicle	
Flat-rate by Plate Number (VAT included)	Vehicles	Shuttles
Monthly Flat-rate	36 €	-
Quarterly Flat-rate	108 €	-
Semi-Annual Flat-rate	216 €	-
Annual Flat-rate	432 €	15,200 €
Every 15 min. after the first 60 min. (24:00 – 18:00) **	1.00 €	1.50 €
Every 15 min. after the first 60 min. (18:00 – 24:00) **	0.30 €	1.50 €
Cost of issuing Flat-rate card	8.00€	8.00€

Tariff per visit using a ticket (VAT included)	Vehicles
0-60 min.	9.00 € *
Every 15 min. after the first 60 min. (24:00 – 18:00) **	1.00 €
Every 15 min. after the first 60 min. (18:00 – 24:00) **	0.30 €

*This amount is divided into two payments of 4.50 € (one upon delivery of the vehicle to the customer and the other when it is returned).

** ANA may change these times where it appears that it may affect the operation of the park in question.



ANNEX III – FLAT-RATE FORM



CARD No. _____

FLAT-RATE CONTRACT FORM FOR CAR PARK

MONTHLY ☐

QUARTERLY ☐

HALF-YEAR ☐

ANNUAL ☐

ACQUISITION ☐

RENOVATION ☐

CREDIT ☐

PROMPT PAYMENT ☐

No. OF CONTRACTS ☐

1st COPY ☐

2nd COPY ☐

PREVIOUS CARD No. _____

DAMAGED ☐

LOST ☐

Sta Personal ☐

Sta Corporate ☐

Public ☐

Taxis / Travel agency ☐

Rent-a-car ☐

Bus ☐

Mini-bus ☐

USER INFORMATION

Name _____ Tax ID no. _____

Address _____

City _____ Postal code _____ - _____ Tel/ Mob. _____

Company _____ Email _____ Job _____

Car info 1: brand/model _____ Plate no. _____ - _____

Car info 2: brand/model _____ Plate no. _____ - _____

REQUESTER (If different from user)

Name _____ Tax ID no. _____

Address _____

City _____ Postal code _____ - _____

Contact (name) _____ Tel/ Mob. _____

Note: Please attach proof of employment

Terms:

The card issued is owned by ANA. Its use is personal and non-transferable.

The holder must understand and follow the applicable regulation.

User: _____ Date _____ - _____ - _____ Signature _____

Emparque: _____ Date _____ - _____ - _____ Signature _____

VALIDATION

OPERATIONAL

ANA AEROPORTOS DE PORTUGAL

Date _____ - _____ - _____

Date _____ - _____ - _____

Receipt no. _____

Initial date _____ - _____ - _____

End date _____ - _____ - _____

Card no. _____

Flat-rate fee _____ €

Card fee _____ €

TOTAL _____ €