

TERMS AND CONDITIONS OF PARTICIPATION

Definitions

Airport Carbon Accreditation: A programme owned by ACI EUROPE which enables participant airports to demonstrate certain activities associated with the measurement, management and reduction of greenhouse gas emissions due to various airport activities, all as defined in the **Guidance Document**. (Known hereafter as "the programme").

Participant: the individual airport which, through the acceptance of these terms and conditions and the payment of participation fees, is recognised by the programme, through the issue of a certificate and the entry onto a participation register, as having satisfactorily demonstrated to the **programme administrator** the requirements of the programme **level** at which it is registered.

Programme Documentation: A set of guidance documentation, worksheets, help-sheets and other associated documentation, published by the programme administrator and which may be amended in consultation with the *Airport Carbon Accreditation* Task Force and Advisory Board.

Level: A level is one of the "levels of participation" which is attained by an airport demonstrating it is undertaking a number of activities, as defined in the programme documentation.

Programme Administrator: The independent body or company appointed by ACI EUROPE to administer the programme, to undertake the activities and to the roles defined in the programme documentation. (Known hereafter as "the Administrator").

Advisory Board: The committee of stakeholders, appointed by ACI EUROPE, to provide oversight of the programme and the administrator.

Programme Year: The programme will run from 15th May to 14th May the following year.

Accreditation date: The date on which the Administrator confirms to the applicant that the programme requirements have been met.

The Administrator

The Administrator is appointed by ACI EUROPE. The Administrator is WSP UK Ltd, a global consultancy company headquartered in London, UK. ACI EUROPE reserves the right to appoint a different administrator at any time, subject to the terms of the ACI EUROPE/Programme Administrator contract.

Participation

Individual airports shall become participants of the programme once the administrator has confirmed:

- That their full documentation has passed the requirements of the programme at the level applied for (as defined in the documentation); AND
- That the airport's participation/application fees have been received and, in the case of cheques, cleared at the administrator's bank.

Accreditation is valid for a period of 12 months from the Accreditation date.

Obligations of the Participant

Registering an interest in the programme through www.aca-application.org and creating an account therein means that the airport registering such interest may not ultimately intend to apply for accreditation. Only when an airport has completed and submitted an application the contractual obligations listed below come into force.

By applying to join the programme the participant (or applicant in the case of first-time applications) agrees to the obligations below.

1. The participant shall pay to the administrator all programme participation fees as set by ACI EUROPE and published by the administrator.
2. The participant shall pay to the administrator all programme renewal fees as set by ACI EUROPE and published by the Administrator.
3. The participant shall submit all documentation and completed application forms as required by the administrator to enable the administrator to confirm compliance with the level of the programme for which the participant is applying.
4. The participant shall pay all fees by the due date. An application will not be reviewed by the Administrator until participation fees have been paid.

The participant shall accept that late payment of fees shall put at risk the renewal of an existing participation, the processing of a new application and the issuance of any renewal certification.

Obligations of the Administrator

1. The administrator shall process all participation applications and renewals within 30 days of receipt of the completed application and payment of the participation fee.
2. The administrator shall maintain a register of participants and their fee payments.
3. The administrator shall notify ACI EUROPE upon receipt and processing of documents from the participant which fulfil the requirements of the corresponding level as detailed in the documentation, so that ACI EUROPE may issue programme certification.
4. The administrator shall keep all data relating to each participant airport secure and confidential.
5. The administrator shall not release any data to a third party (unless required to by law) which will allow a third party to identify to which airport the data relates.
6. The administrator shall compile aggregate participation data and provide this to ACI EUROPE as required by the ACI EUROPE/Programme Administrator contract.
7. The administrator shall issue programme renewal notices in line with the details outlined below.

Levels and Progress

Airports may apply to join the programme at any level, so long as they can demonstrate their compliance with the requirements for that level as defined in the documentation.

Airports may remain in the programme at the same level indefinitely or decide to continue their participation at a higher or lower level than previously if desired. Airports are encouraged however to progress through the programme levels.

If an existing participant cannot provide sufficient evidence of ongoing compliance with the requirements for the participation level they are currently registered at, the administrator reserves the right, at the time of participation renewal, to advise that renewal can only be given at a lower level. Upon receiving this information the participant has a period of one calendar month to demonstrate compliance with the level it wishes to renew at. If evidence of compliance is not made available the administrator will renew the participation at the lower level, provided that the requirements for this level are met.

Renewals

The Administrator will notify airports of the impending renewal deadline to maintain accreditation 3 months before the end of the Accreditation period and will, as needed, also send reminders 1 month before this deadline and when the deadline has been passed.

Airports are strongly encouraged to submit their renewal application at least one month before the expiry of their existing accreditation.

A 1-month grace period beyond the expiry date to renew accreditation can be granted on request by an airport. In addition, the Administrator, together with ACI EUROPE, may grant a further 2-month grace period in the event of exceptional circumstances at the airport if a relevant and justified request is submitted by an Airport. Where a participant submits a late renewal application, their accreditation will be back-dated to the date at which that airport's renewal was due. Failure to apply for accreditation before or within the period specified above will lead to the Airport's accreditation no longer being valid.

Cancellation of Participation

If a participant wishes to stop participation it may do so at any time. No refunds will be due.

Non-Renewal of Participation

A participant is under no obligation to renew participation of the programme. However, in allowing a participation to lapse, through the non-renewal of participation, an airport accepts that, should it wish to re-join in the future, it will have to satisfy the full requirements and pay the full fees associated with initial application to the programme.

Arbitration

In the case of dispute between the administrator and a participant the two parties should endeavour to agree a path forward together. In the case that the two parties cannot reach an agreement the matter shall be referred to the Advisory Board which shall make the final ruling.

Internal Use of Data

In order for ACI EUROPE and the Advisory Board to be able to publish aggregate programme performance data, individual airport carbon footprint data will be made available to ACI EUROPE and members of the Advisory Board. All such airport-specific data shall NOT be provided in electronic format and shall ONLY be provided on paper and in a single meeting room, under the control of the administrator. Upon completion of inspection of that data the administrator shall collect back all copies of the data from the Advisory Board and the representatives of ACI EUROPE and shall destroy then recycle all copies.