

## REGULATION

### **for provision of Rent-a-Car services by companies with no facilities in the public airport domain and with duly established reservation (Madeira Airport)**

Considering that:

- a) According to Art. 11º of Decree-Law Nº 181/2012, from 6 August, which determines the exercise and access conditions of passenger car rental without a driver, with duly established reservation, the lessor may deliver the vehicle in the terminal transport operations area or any other location where the rental starts, even though the company does not have a fixed establishment or client services for that purpose at the Airport;
- b) In recent years a growing number of off-Airport businesses has been observed at Airports, which exercise their access right bound by law to prior reservation and usually park passenger vehicles and passenger transport vehicles (*Shuttles*) at the *curbsides* of departure and arrival terminals, which affects the Airport access system and interferes with the regular and proper circulation of vehicles and pedestrians in the *curbside* areas and the corresponding access routes.
- c) There are also a growing number of off-Airport businesses which, under the pretence of having prior reservations, try to attract new customers and enter into contracts with customers who do not have a prior reservation, in clear disregard for the conditions established by law.
- d) ANA, SA owns the exclusive concession for airport public service civil aviation support at the national airports according to Decree Law Nº 254/2012 of 28 November, duly agreed upon with the Portuguese State, by signing a concession agreement on 14 December for public service airports located in mainland Portugal and in the Autonomous Region of the Azores and a further Concession Agreement for public service airports located in the Autonomous Region of Madeira on 10 September 2013;
- e) In this context ANA shall ensure normal and efficient access to the curbsides of domestic airports in an organized and safe manner, thereby facilitating proper functioning of the airport, without disruptions to the regular airport infrastructures, or causing inconvenience to its users;
- f) According to the terms of Art. 7 (g) of the Decree-Law Nº 25/2012 from 28 November and Clause 30 (f) of the Concession Agreement regarding public airport services at the airports located in the Autonomous Region of Madeira, signed with the Portuguese State on 10 September 2013, ANA has the power and the privilege given by the Portuguese state to draw up and implement regulatory rules within the concession activity at the airports which it administers;

- g) Therefore it is essential to regulate the regime of occupation and use of the public domain at the airports administered by ANA, S.A for all entities which are legally operating car rental activities but do not have a fixed establishment for that purpose within the airport perimeter;
- h) This regulation allows ANA, SA to provide public airport service in support of civil aviation under appropriate conditions, ensuring public interests and also allows rental car companies with no fixed establishment at the Airports to provide quality service to their customers, without disruptions resulting from operational restrictions.

On the basis of the considerations above and according to the terms of Art. 7 (g) of Decree law Nº 254/2012 of 28 November and of Clause 30 (f) of the Concession Agreement regarding public airport services at the airports located in the Autonomous Region of Madeira, signed with the Portuguese State on 10 September 2013, ANA, SA approved this regulation which is governed by the following articles:

### **Article 1º**

#### **Objective**

This Regulation establishes and defines the conditions required for access and continuance within the airport perimeter of Madeira Airport, administered by ANA, SA for the exercise of the driverless car rental business, by individual or collective persons who do not have fixed establishments or facilities at the Airport.

### **Article 2**

#### **Definitions for providing services permitted at the Airport**

Within the terms of this regulation and unless the context suggests otherwise, the definitions in bold mentioned below shall have the following meaning;

- a) **Airport:** Madeira Airport administered by ANA, SA, under the Concession Agreement signed with the Portuguese State on 10 September 2013;
- b) **Entities:** any natural or legal persons entitled to exercise a Rent-a -Car business and who are established within national territory, but who have no fixed establishments or facilities at the airport;
- c) **Rent-a-Car:** the activity of renting passenger vehicles without a driver, according to the Decree-Law Nº 181/2012 of 6 August;
- d) **Prior Reservation:** Duly established reservation for Rent-a-Car service according to Article 11, paragraph 4 of the Decree-Law Nº. 181/2012 of 6 August.
- e) **Shuttle:** a kind of private collective transport used to transport customers, which serves the business of Entities, but which is not intended for rental.

### Article 3

#### Conditions for providing permitted services at the Airport

1. At the airport, access for Entities to the relevant airport perimeter is allowed, in order to exercise their right of access which is legally bound to an existing Prior Reservation.
2. For the purposes of the preceding paragraph, exercise of the right of access connected with an existing Prior Reservation by the Entities includes the delivery of passenger vehicles without a driver to the customers who have made Prior Reservations, as well as Shuttles picking up customers holding Prior Reservations.
3. The return of vehicles by customers of the Entities at the airport is only permitted in Car Park 6; the return of vehicles elsewhere may be subject to removal and the Entity will be held responsible for all costs and charges.
4. Access to the Airport perimeter by Entities which deliver vehicles to customers with Prior Reservation is carried out through ticketing at the barrier at the entry to the places defined in the plans of Appendix I, or the use of a specific flat-rate card to be issued by ANA, SA and is subject to payment of a fee referred to in Art. 5 and Appendix II – Tariffs.
5. Access to the Airport perimeter by Entities for the collection of customers with Prior Reservations with Shuttles is carried out through the use of a specific Flat-rate card to be issued by ANA, SA and is subject to payment of a fee referred to in Art. 5 and Appendix II – Tariffs.
6. The exercise of the right of access connected with the existence of Prior Reservations according to the preceding paragraphs is subject to the following operational and functional conditions:
  - a) The Entity intending to promote vehicle delivery and/or pick-up service for customers at the airport by using a flat-rate card must make the request for card issuing in writing and also fill in and send the respective scanned “Parking flat-rate Form for Car Park 6”(see Appendix III ) to ANA, SA , accompanied by the scan of the registration certificate of the vehicle/Shuttle to which it refers, in advance and within no less than 72 hours and by using the following contact (or in person at the pick-up points for cards as shown below):

- [parques@ana.pt](mailto:parques@ana.pt)

The subsequent collection of the flat-rate card must be carried out at the machines in the ANA, SA car park, located in the airport, on level 0;

- b) The Entity shall deliver/return the vehicle or Shuttle exclusively in the locations which are properly identified for this purpose in Appendix I-Plans (identified as “Car Park 6”), and when this is not the case and non-compliance occurs, sanctions for failure shall be imposed under the terms of this Regulation;

- c) The flat-rate regarding the exercise of a Rent-a-Car business is valid for a fixed period, renewable for the same period and refers to a certain registration; an alteration is only possible for a special reason (proven) and with authorization from ANA, SA who in turn may not withhold this authorization without a good reason. If ANA, SA does not reply to a request for authorization of alteration of a registration plate, this alteration is considered to be accepted after a maximum period of 3 days;
  - d) The Entity intending to promote the rental car pick-up and/or drop-off at the airport by ticketing at the locations listed in Appendix I – Plans, shall pay the charge corresponding to a maximum continuance of 45 minutes. When that fraction of time has elapsed, there will be an additional charge for each period of 15 minutes, according to Art. 5 and Appendix II – Tariffs. The amounts charged must be partially paid with the first exit movement of the vehicle and the remaining with the second movement of that sort, both corresponding to the same driverless rental agreement;
  - e) In case of ticket loss or misplacement the terms of the “Regulation of operating and using car parks, pick-up and drop-off locations for ANA, SA airport users” shall apply.
7. The Entities are responsible for any damage caused to airport facilities or third parties, under the terms of the right of access to the airport, which is the object of this regulation, for intent or gross negligence of their staff or the staff of third parties for whom they are responsible.

#### **Article 4**

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

1. ANA, SA has, according to the terms of this Regulation, the right to monitor or supervise, directly or by using hired personnel for this purpose, all access of Entities to the Airport perimeter in order to deliver passenger vehicles without drivers to customers with Prior Reservations.
2. ANA, SA may, directly or through hiring Entities for that purpose, carry out data collection, namely by sampling, including the use of technological resources.
3. In the exercise of its monitoring and supervising powers, in compliance with this Regulation, ANA SA must not interfere with any personal contact between the Entities and their customers who have Prior Reservations.

## **Article 5**

### **Charges**

1. Access to the airport perimeter by Entities delivering driverless vehicles to customers with Prior Reservations and/or Shuttles picking up customers with Prior Reservations obliges them to pay ANA, SA the operating charge referred to in Art.39 paragraph 1 (b) of the Decree-Law 254/2012 of 28 November.
2. The amounts of the operating charge are determined in Appendix II – Tariffs of this Regulation and may be updated by ANA, SA, but during the first three years any update shall be limited by the evolution of the CPI (Consumer Price Index) in the Autonomous Region of Madeira, excluding housing, published by the National Statistics Institute until 31 December of the year preceding the year in question.
3. The Operating charge referred to in the preceding paragraphs shall be paid at the manually operated or teller machines in the car parks, in cash or by bank card (only at automatic payment machine N<sup>o</sup>1, on the ground floor of the Airport).
4. Payment of the amounts of the operating charge established in Art. 3 paragraph 6 (d) of this Regulation and (e) must be made at any manually operated or automatic payment machine, by reading the flat-rate card. If using a ticket, payment must be made before removing the vehicle from the car park.
5. Issue of the flat-rate card is subject to the payment of the amount referred to in Appendix II-Tariffs, as a service charge according to Art.37 of Decree-Law N<sup>o</sup> 254/2012 of 28 November.

## **Article 6**

### **Activities and services not permitted at the Airport**

1. The following activities by the Entities are expressly prohibited at the Airport:
  - a) The exercise of any activity or service of Rent-a-Car business, such as customer acquisition, signing of new agreements without Prior Reservations, as well as delivering vehicles and picking-up customers, even with Prior Reservations, by any person who is not legally authorised to do so;
  - b) All forms of customer acquisition by Entities at the Airport and signing of agreements between Entities and customers without Prior Reservations, according to Art. 11 of Decree-Law N<sup>o</sup> 181/2012 of 6 August, whilst the act of signing an agreement with a customer who already holds a Prior Reservation is not to be considered as entering into a new contract.
  - c) Vehicle delivery and/or picking up of customers, even with Prior Reservations, in any public car park at the airport or outside clearly identified locations for that purpose, as referred to in Appendix I - Maps, without being duly authorized by ANA,SA.

- d) Delivery of vehicles and/or picking up of customers at the Airport by acquisition of a ticket at the locations referred to in Appendix I - Maps, without entering and leaving with the vehicle;
  - e) The Entities performing any activities other than the delivery of vehicles to customers with Prior Reservations and/or Shuttles picking up customers with Prior Reservations;
  - f) The exercise of Rent-a car business by employees who are not duly identified in some way.
  - g) The exercise of a Rent-a-car business, using vehicles or Shuttles which are not duly identified, by whatever means necessary;
  - h) The use of third parties to defraud the terms of Rent-a-Car activity regulated by this Regulation or the use of illegal employment;
  - i) Any entity using spaces within the Airport perimeter for any kind of advertising, either for the Entity itself or for third parties;
  - j) The execution and disclosure of business proposals by any Entity outside the car park perimeter identified in Appendix I-Plans, as well as the distribution of flyers or other means of advertising;
  - k) The refusal of the Entity to provide identification in breach of the obligations of this Regulation, when requested by workers or employees employed by ANA, SA or by security forces present at the Airport.
  - l) The establishment or use of identifying materials of the Entities as a form of advertising the services they provide;
  - m) The circulation and stoppage of Shuttles outside locations which are duly identified for that purpose;
  - n) The Shuttle transport of customers to the locations mentioned in the preceding paragraph.
2. For the purposes of this Regulation, ANA, SA may use all available means to identify non-compliance by the Entity, including CCTV and other means installed at the Airport.
  3. Whenever requested by ANA, SA or personnel employed expressly for this purpose, the Entities, their employees and assigned staff must prove that there is a Prior Reservation, within the terms of Art. 11 of Decree-Law 181/2012 of 6 August, always without interfering with personal contacts between the Entities and their customers with Prior Reservation.
  4. The verification of any of the behaviour referred to in paragraph 1 of this Article gives ANA, SA the right to suspend or, unless it is a first infraction, to prevent access to clearly identified

locations – Appendix I, Maps – in order to carry out the Rent-a-Car business, by means of an administrative procedure established for this purpose, which safeguards the right to defence.

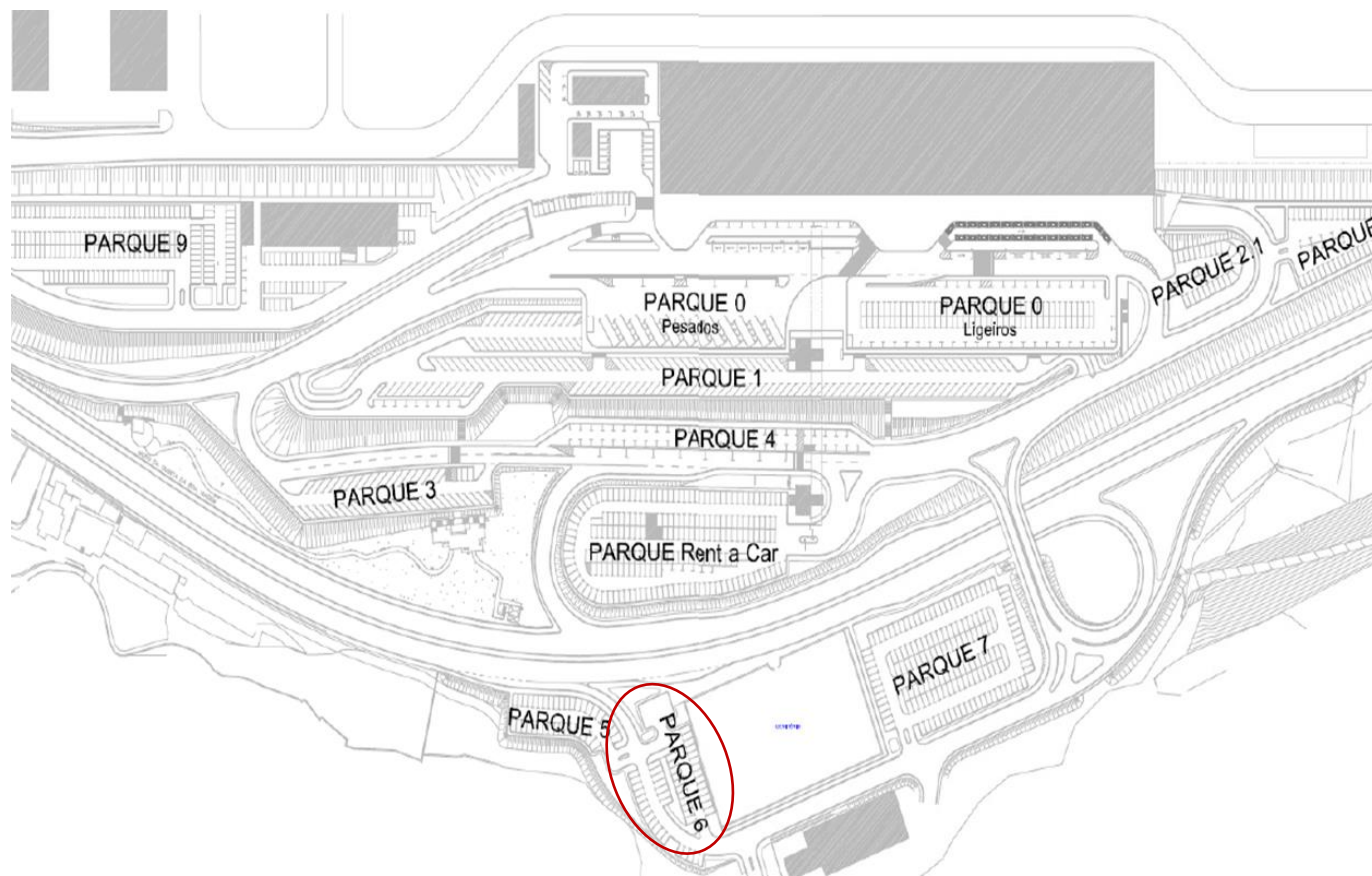
## **Article 7**

### **Coming into Effect**

This Regulation shall come into effect on the date of its publication in the Official Gazette Diário da República.

**APPENDIX I – MAPS**

**Madeira Airport**





**APPENDIX II - TARIFFS**

<b>MADEIRA AIRPORT</b>	<b>Type of vehicle</b>	
<b>Flat-rate by Plate Number (VAT included)</b>	<b>Vehicles</b>	<b>Shuttles</b>
<b>Monthly Flat-rate</b>	34.00 €	-
<b>Quartely Flat-rate</b>	102.00 €	-
<b>Semi-Annual Flat-rate</b>	204.00 €	-
<b>Annual Flat-rate</b>	408.00 €	16,500.00 €
<b>Every 15 min. after the first 45 min. (24:00 - 18:00) **</b>	1.00 €	1.50 €
<b>Every 15 min. after the first 45 min. (18:00 - 24:00) **</b>	0.30 €	1.50 €
<b>Cost of issuing Flat-rate card</b>	12.50 €	12.50 €
<b>Tariff per visitor using a ticket (VAT included)</b>	<b>Vehicles</b>	
<b>0-45 min.</b>	9.00 € *	
<b>Every 15 min. after the first 45 min. (24:00 - 18:00) **</b>	1.00 €	
<b>Every 15 min. after the first 45 min. 18:00 - 24:00) **</b>	0.30 €	

\*This amount is divided in 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 upon conclusion that it may affect the operation of the park in question.



### APPENDIX III – FLAT-RATE ENROLMENT FORM FOR CAR PARK

CARTÃO N° \_\_\_\_\_

#### FORMULÁRIO DE AVENÇA PARA ESTACIONAMENTO NO PARQUE

MENSAL  TRIMESTRAL  SEMESTRAL  ANUAL

AQUISIÇÃO  RENOVAÇÃO  CRÉDITO  P.PAG  QUANT. AVENÇAS \_\_\_\_\_

1ª VIA

2ª VIA

CARTÃO ANTIGO N° \_\_\_\_\_

DANIFICADO

EXTRAVIADO

Staff Individual

Staff Empresa

Público

Táxis / Ag. Viagens

Rent-a-Cars

Autocarros

Mini-Bus

#### Dados do Utilizador

Nome \_\_\_\_\_ Nif: \_\_\_\_\_  
 Morada \_\_\_\_\_  
 Localidade \_\_\_\_\_ Cód. Postal \_\_\_\_\_ - \_\_\_\_\_ Telef/Tim. \_\_\_\_\_  
 Local de trabalho \_\_\_\_\_ Email: \_\_\_\_\_ Função \_\_\_\_\_  
 Dados da Viatura 1: Marca / Modelo \_\_\_\_\_ Matrícula \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Dados da Viatura 2: Marca / Modelo \_\_\_\_\_ Matrícula \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

#### Entidade Requerente (se diferente do utilizador)

Nome \_\_\_\_\_ Nif: \_\_\_\_\_  
 Morada \_\_\_\_\_  
 Localidade \_\_\_\_\_ Cód. Postal \_\_\_\_\_ - \_\_\_\_\_  
 Contacto (nome) \_\_\_\_\_ Telef/Tim. \_\_\_\_\_

Anexar: Declaração Comprovativa do Vínculo Laboral.

Condições: O cartão de acesso emitido, é propriedade ANA,S.A.. A sua utilização é pessoal e intransmissível.

O cliente obriga-se a conhecer e cumprir o "Regulamento de Utilização do Parque de Estacionamento", em vigor e disponível para consulta nas caixas manuais existentes nos parques de estacionamento e em [www.ana.pt](http://www.ana.pt).

Li e aceito a Política de Privacidade da ANA, S.A. apresentada no verso deste documento. Declaro que os dados pessoais que facultei são verdadeiros e autorizo o seu processamento, para os fins descritos na Política de Privacidade, pela ANA, S.A. ou outra entidade que a substitua, por ela designada.

Adicionalmente informamos que a ANA, S.A. instalou nos seus parques de estacionamento Sistemas de Reconhecimento de Matrículas, os quais registam a matrícula do veículo no momento de acesso e saída dos parques e respetivos horários, que são eletronicamente comunicados à base de dados de avenças, também da sua propriedade. Tomei conhecimento de que a leitura da matrícula será processada com base no meu consentimento, sendo o dado primário de validação para poder aceder ao parque de estacionamento em regime de avença.

Autorizo a utilização dos meus dados para fins de comunicação informativa e campanhas de marketing relacionados com os nossos serviços.

Sim  Não

Utilizador: \_\_\_\_\_ Data \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Assinatura \_\_\_\_\_

#### Validação

GESTÃO OPERACIONAL

ANA AEROPORTOS DE PORTUGAL

Data \_\_\_\_/\_\_\_\_/\_\_\_\_

Data \_\_\_\_/\_\_\_\_/\_\_\_\_

Nº Recibo \_\_\_\_\_

Data Programação \_\_\_\_/\_\_\_\_/\_\_\_\_

Data Validade \_\_\_\_/\_\_\_\_/\_\_\_\_

Nº Cartão \_\_\_\_\_

Valor Avença \_\_\_\_\_ €

Valor Cartão \_\_\_\_\_ €

TOTAL \_\_\_\_\_ €

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