

REGULATION

for the use of and access to the priority/security express channel, called Security Express Channel

Explanatory Note

Pursuant to Article 5(1) and (6) of Decree-Law 254/2012, of 28 November, and via the public airport service concession contract signed with the Portuguese State on 14 December 2012 for airports located in mainland Portugal and the Autonomous Region of the Azores, as well as the public airport service concession contract signed with the Portuguese State and *ANAM - Aeroportos e Navegação Aérea da Madeira, S.A.*, on 10 September 2013, at the airports located in the Autonomous Region of Madeira, which was transferred to ANA, S.A. through the merger process that took place in 2014, ANA, S.A. holds, on an exclusive basis, the public airport service concession to support civil aviation at the airports of Lisbon (Humberto Delgado), Porto (Francisco Sá Carneiro), Faro (Gago Coutinho), Ponta Delgada (João Paulo II), Santa Maria, Horta, Flores, Madeira, Porto Santo and the Beja Civil Terminal, until the end of the period laid down in the concession contracts.

For the provision of the public service now under concession, ANA, S.A. holds, among other powers and prerogatives of authority, the power to draw up and apply regulatory rules as part of the concession activity, specifically with regard to safety, the environment, and access to and use of the services included in airport activities and services, under the terms of Article 7(1)(g) of Decree-Law no. 254/2012 of 28 November, as well as clause 31.1(f) and clause 30(f), respectively, of the aforementioned Concession Contracts.

Under these enabling rules, on May 27th ANA, S.A. formally initiated the procedure to approve the regulations for use and access to the priority/security express channel, known as the Security Express Channel at the airports under ANA, S.A. management, under the terms and for the purposes of Article 98(1) of the Code of Administrative Procedure (hereinafter CPA), approved by Decree-Law no. 4/2015, of 7 January.

To this end, ANA, S.A. published on its website the start of the procedure, the date on which it began, its purpose and the way in which interested parties were to be constituted and contributions made with a view to approving the regulation.

The procedure in question is justified because ANA, S.A.'s mission, within the scope of the concession activity, is to provide and manage airport infrastructures, and it is specifically

responsible for managing, improving and providing specific areas for the embarkation, disembarkation, transfer or transit of passengers, cargo and mail, the organisation of airport spaces, and the arrangements for their occupation and use.

At certain airports in the ANA network, ANA, S.A. has identified the advantages of creating and regulating priority or express passenger routing spaces and channels for security screening, by providing a differentiated and personalised service, known as the Security Express Channel.

This solution is admissible when taking into account the provisions of Article 70 of Decree-Law no. 254/2012 of 28 November, which allows the management entity to diversify the quality and scope of certain services, with the aim of providing personalised services, and to set the corresponding charge according to their quality.

To this end, in addition to establishing the rules for using and accessing the priority/security express channel, known as the Security Express Channel, at airports managed by ANA, S.A., it is necessary to establish the financial contribution due for the use of the property in question, which is done in the regulation to be approved.

ANA, S.A. believes that the provisions contained in this regulation and the corresponding charges will make a decisive contribution to a better travelling experience and access to the services provided at the airport infrastructures in question. This will allow for gains in efficiency and use of the facilities that the airports in the ANA network make available to their passengers.

With regard to the benefits naturally arising from the application of the regulation that we intend to approve, these will bring an improvement in the well-being and experience of passengers, through the provision of conditions and channels for access, and differentiated routing of passengers that enable faster access to airport security screening. As regards costs, we consider that the corresponding service provision charge set for the purchase of the service for the use of and access to the priority/security express channel is admissible, taking into account the provisions of Article 72(2) of Decree-Law no. 254/2012, of 28 November, and is fair, appropriate and proportional to the benefit obtained.

Accordingly, we intend to approve the draft regulation for access to and use of the priority/express security channel at Airports under the management of ANA, S.A., under the regulatory power provided for in Article 7(1)(g) of Decree-Law no. 254/2012, of 28 November, as well as clause 31.1(f) and clause 30(f), respectively, of the aforementioned Concession Contracts.

The draft Regulation also complies with the rules set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and other applicable legislation on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, having analysed the nature and risks of processing personal data for their holders and thus applying the principles of data protection by design and by default, namely data minimisation and the most appropriate information security measures.

In accordance with the provisions of Article 101 of the Code of Administrative Procedure, the draft Regulation was subject to Public Consultation, facilitated by publication in *Diário da República*, as the official publication of the public organisation, and on ANA, S.A.'s website.

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Whereas:

- (i) ANA, S.A. is the entity legally responsible for the administration, management and operation of airport infrastructures and, in order to carry out its duties, has the powers and prerogatives of authority set out in Article 7 of Decree-Law 254/2012 of 28 November and in Clauses 30 and 31 of the Airport Public Service Concession Contracts signed with the Portuguese State;
- (ii) Security checks are particularly important in the flow of departures, because the quicker they are, the smoother and faster the process becomes, with a positive impact on the passenger experience and operation of the airports;
- (iii) ANA, S.A. is responsible for creating the necessary procedures for the use of and access to priority/security express channels, to guarantee that the flow of departures is efficient and swift, without disrupting the regular operation of airport infrastructures;
- (iv) Without prejudice to the above, ANA, S.A. may, under the terms of Article 70 of Decree-Law no. 254/2012, of 28 November, diversify the quality and scope of certain services with the aim of providing personalised services;
- (v) ANA, S.A. also has the power to draw up and apply regulations of a general and abstract nature within the scope of the concession activity, which may produce external legal effects;
- (vi) The concessionaire intends to regulate, establish and organise the terms and conditions for the use of and access to the priority/express security channel, known as the Security Express Channel, by adopting this regulation.

Based on the above, and pursuant to Article 7(g) of Decree-Law no. 254/2012, of 28 November, clause 31.1(f) of the Airport Public Service Concession Contract for Civil Aviation Support at airports located in mainland Portugal and the Autonomous Region of the Azores, and clause 30(f) of the Public Airport Service Concession Contract for airports located in the Autonomous Region of Madeira, ANA, S.A. approves these regulations, which are governed by the following articles:

Article 1

(Definitions)

In these Regulations, whenever they begin with a capital letter, and unless the context clearly indicates otherwise, the terms listed below shall have the meaning ascribed to them below, regardless of whether they are used in the singular or plural:

- a) **Airport:** Currently Humberto Delgado (Lisbon), Francisco Sá Carneiro (Porto), Gago Coutinho (Faro), Madeira and João Paulo II (Ponta Delgada) airports, and other airports where ANA, S.A. shall make the Security Express Channel service available, to which this regulation applies;
- b) **ANA, S.A.:** ANA – Aeroportos de Portugal, S.A., the concessionaire of the public airport service to support civil aviation at airports and the managing entity of these airports, under the terms of Article 5 of Decree-Law no. 254/2012, of 28 November and the concession contracts signed with the State;
- c) **Customer:** Passenger or airline requesting for a specific passenger, the Security Express Channel service, upon payment of the relevant charge;
- d) **B2B Customer:** Airline requesting the Security Express Channel service for a specific passenger, upon payment of the relevant charge;
- e) **B2C Customer:** Passenger requesting the Security Express Channel service for themselves, upon payment of the relevant charge;
- f) **Operator:** Company contracted by ANA, S.A. to provide the Security Express Channel service at airports;
- g) **Passenger:** Person to be transported on an aircraft, with the consent of the airline, who benefits from the Security Express Channel service;
- h) **Security Express Channel Service:** Express passenger routing service to airport security screening, in the form of the Fast Lane Service and Fast Track Service;
- i) **Fast Lane Service:** Passenger routing service to a priority security screening channel at the airport, with identifying signs, without dedicated gates or security personnel;
- j) **Fast Track Service:** Passengers are directed to an exclusive security screening channel at the airport, with identifying signs, gates, X-rays and staff assigned to this equipment and operation;
- k) **Additional Services:** Any personal assistance service not covered by the Security Express Channel, which can be purchased upon prior request and payment of the relevant charge;

- l) **ANA voucher/premium card:** Physical or digital document with a (bar or QR) code that provides access to the Security Express Channel service, subject to the presentation and scanning of the boarding pass.

Article 2

(Purpose and Scope)

1. The purpose of this regulation is to establish the terms and conditions for accessing and using the priority or express security channels and the terms for providing the Security Express Channel service.
2. This regulation applies at all airports where priority or express security channels exist or will exist.

Article 3

(Provision of the Security Express Channel)

1. The Security Express Channel Service is provided to Passengers at the request of the B2B Customer and/or the B2C Customer.
2. For the purposes of the previous paragraph, the B2C Customer can purchase the service on ANA, S.A.'s e-commerce platform or at physical kiosks available for this purpose at airports.
3. When the provision of the Security Express Channel service is requested by the B2B Customer, the latter must identify the conditions under which the beneficiary Passenger is authorised to access it, namely by identifying the ticket classes and cards associated with that authorisation, which make the service available to the Passenger by their own means.
4. When the Security Express Channel service is requested by the B2C Customer, they must present their boarding pass or biometric data, where applicable, and/or their ANA voucher/premium card, in accordance with the instructions displayed at each of the locations where this service is provided and on ANA, S.A.'s website.
5. The provision of the Security Express Channel service for the Passenger is non-transferable and may not be assigned to third parties.
6. The right of the Passenger to benefit from the Security Express Channel service must be checked, using the technology available at each location, and unauthorised access must be prevented.

Article 4

(Availability of the Security Express Channel)

1. The Security Express Channel service is available during the opening hours indicated on the ANA, S.A. website and displayed in each of the locations where the service is provided.
2. The availability of the service may vary depending on the corresponding opening hours, capacity limitations or specific constraints on access for operational reasons, such as work requiring its temporary deactivation or emergencies.

Article 5

(Access to the Security Express Channel)

1. To benefit from the Security Express Channel service, Passengers must present their duly encoded boarding pass or biometric data, where applicable, and/or proof of service booking (ANA voucher/premium card), at the Security Express Channel access points, duly identified for this purpose.
2. Passengers must follow the instructions provided by staff at the Passenger Screening access channel they wish to access. These procedures are available on ANA, S.A.'s corporate website and at each of the locations where the service is provided.
3. Access to the Security Express Channel service is limited to B2C Customers and Passengers of B2B Customers and, where applicable, accompanying Passengers.

Article 6

(Restrictions)

The Security Express Channel service is an expedited form of the Passenger security screening process. However, it does not imply any exemption or reduction of checks that are considered mandatory, and which are provided for in the airport security control procedures available on the ANA, S.A. website.

Article 7

(Service Provision Charge)

1. The provision of the Security Express Channel service is subject to the payment of a service provision charge, provided for in Article 37 of Decree-Law no. 254/2012, of 28 November, known as the Security Express Channel service provision charge.
2. ANA, S.A. must publicise the amounts of the respective service charge in force at any given time on its website.

3. The amount of the Security Express Channel service provision charge may be updated, revised and altered by ANA, S.A.

Article 8

(Payment of the Security Express Channel Service Charge)

1. ANA, S.A. must issue the invoices for the services provided when the service is purchased or, if credit is granted (exclusive for the B2B Customer segment), at the beginning of the following month.
2. If the invoices are issued on credit, the B2B Customer shall have a period of 15 (fifteen) days from the date of issue of the invoices to pay them.
3. For B2B Customers who are awarded credit, ANA, S.A. may request a deposit from them, in the amount corresponding to 30% of expected or historical revenues, plus VAT, for one year of activity.
4. Without prejudice to the provisions of the previous paragraph, the value of the guarantee shall be revised and updated when the multiplication of the revenue for year n-1 by 30% plus VAT results in a variation of more than 15% or less than 25% compared to the value of the guarantee in force.
5. Late payment of any invoice by the B2B Customer shall be subject to late payment interest, under Article 45 of Decree-Law no. 254/2012, of 28 November, and entitles ANA, S.A. to suspend, with seven (7) days' notice, accreditation for the use of and access to the priority/security express channel, if payment is not made within seven (7) days of ANA, S.A. being notified to that effect.
6. Invoices issued to customers are subject to VAT at the legal rate in force, under the terms of Article 6(8)(a) of the Value Added Tax Code.

Article 9

(Civil Liability)

1. ANA, S.A. is not responsible for delays, flight cancellations or decisions by the airport authorities that have an impact on the Customer's experience.
2. The Security Express Channel service does not guarantee Passenger boarding, especially in cases where Passengers do not respect the times recommended by the airline or airport to present themselves at the relevant security screening channel.

Article 10

(Cancellation and Refund)

1. The B2C Customer may request the cancellation of the Security Express Channel service purchased online, in accordance with the terms and conditions established when the service was purchased.
2. In the situations provided for in the previous paragraph, and in the event of cancellation of the Security Express Channel service, a full refund or equivalent alternative shall be made, provided that the B2C Customer presents a valid reservation and has been unable to access the service for reasons attributable to ANA, S.A.
3. There will be no refund of the charge paid by the B2C Customer in the event of the Passenger not turning up at the area where the service is to be provided.

Article 11

(Processing of Personal Data)

ANA, S.A. processes the personal data of B2B Customer Passengers and B2C Customers under the terms of the applicable legislation and in accordance with the privacy policy in force, available on its corporate website.

Article 12

(Publicising the Regulations)

These regulations are available and published on ANA, S.A.'s institutional website, so that customers can be aware of them and consult them.

Article 13

(Amendments to the Regulations)

ANA, S.A. reserves the right to amend these regulations in accordance with the applicable legal provisions.

Article 14

(Entry into Force)

These regulations shall enter into force on the day following their publication.