

# 13. User accountability and dispute settlement

## Notice of non-compliance

- 13.1 Potential non-compliance with the GTAA Rules will be assessed and investigated by the GTAA before a Notice of Non-Compliance is issued to the Airport User.
- 13.2 A Notice of Non-Compliance will be delivered by the relevant Issuing Department through electronic communication to the Airport User or such person designated by the Airport User's organization to receive such notices.
- 13.3 The GTAA is authorized to issue a copy of the Notice of Non-Compliance, in their discretion, to other Airport Users who have contracts, agreements, or licences with the recipient that are related to the Notice of Non-Compliance.
- 13.4 The GTAA is under no obligation to issue a formal Notice of Non-Compliance for offences where in the GTAA's sole discretion require immediate action, such as, but not limited to those related to safety and security, operational efficiency or customer experience.
- 13.5 Airport Users shall note that non-compliance with the GTAA Rules may also cause non-compliance with or default of an existing contract, agreement, licence, permit, or lease between the Airport User and the GTAA.
- 13.6 Where non-compliance with the GTAA Rules cannot be immediately remedied, the GTAA may require an Airport User to submit a performance plan that includes steps for remedying the Notice of Non-Compliance, to be approved by the GTAA in its sole discretion. The Airport User shall exercise good faith efforts to implement any performance plan.
- 13.7 Any performance plan submitted under these Rules will be subject to the requirements of applicable agreements, if any, between the Airport User and the GTAA.

## Failure to address notice of non-compliance

- 13.8 Failure by the Airport User to address a Notice of Non-Compliance may result in:
  - 13.8.1 Corrective and/or enforcement actions by the GTAA, including but not limited to charging for damages, taking remedial actions, recouping the costs for such actions, terminating contracts, agreements, and leases, revoking permits, licences, and authorizations, and holding security as provided in the contract, agreement, licence, permit or lease.
  - 13.8.2 Reporting non-compliance to governmental authorities for further legal or regulatory action, as applicable.
  - 13.8.3 Applying existing systems of compliance or performance at the Airport, including but not limited to slot-based remedies, demerit points, suspension of RAIC privileges, or suspension/cancellation of applicable licenses, permits, or certificates.
- 13.9 Any other actions that are appropriate and necessary in the circumstances and at the sole discretion of the GTAA.

## Dispute settlement process

- 13.10 If the Airport Users object to the assessment provided in a Notice of Non-Compliance, they may submit additional written information with reasons to the Issuing Department within 30 calendar days of receipt of such assessment.
- 13.11 In the absence of a pre-existing appeal mechanism applicable to the disagreement, Airport Users are encouraged to contact the Issuing Department to schedule an informal meeting within 30 calendar days of receipt of an assessment if they wish to provide additional information by way of cooperative discussion.
- 13.12 The GTAA will consider all such additional information and make good-faith efforts to resolve disagreements regarding the Notice of Non-Compliance.
- 13.13 If the disagreement remains unresolved, Airport Users have the right to a formal appeal of the assessment and resulting remedies no later than 30 calendar days after the date of the meeting with the Issuing Department, the submission of additional written evidence, or the receipt of the assessment, whichever is latest. The notice of appeal must be sent in writing to the Issuing Department and GTAA's Legal Department and must include any supportive evidence or information that is deemed relevant to the resolution of the disagreement.
- 13.14 The appeal will be reviewed by a Director within the Issuing Department in light of the provisions set out in the GTAA Rules and based on the standard of strict liability.
- 13.15 The decision reached by the Director is final and without further appeal.
- 13.16 The GTAA reserves the right to take immediate action to remedy dangerous, harmful, disruptive, or otherwise non-compliant situations without waiting for the outcome of the dispute resolution process.