The handling contract designates the agreement between a carrier and a ground handling operator whereby the ground handling operator (or handler) agrees, against a payment, to provide the carrier with a series of instrumental and ancillary services for passengers, goods, mail or aircraft services, for a specific period of time and in an identified airport. This agreement is generally regulated by a IATA form, known as Standard Ground Handling Agreement, 2013 edition.

In recent years the attention has been focused on the interpretation of the SGHA clauses and on related issues. Among these, one of the most interesting profiles is represented by the liability regime provided for therein, and by the relations between the carrier, the handlers and the third parties.

Article 8 of the 2013 main SGHA agreement describes the responsibilities in negative terms, providing for a general relinquishment of reciprocal action by the air carrier and the handler, unless the event is due to intentional or reckless conduct. This clause raises strong doubts of compliance with the mandatory rules of our legal system, which denies the validity of the exemption clauses of the debtor’s liability for fraud or gross negligence; it also imposes a more mature reflection on the terms contained in the aforementioned Article 8 of the SGHA form according to the internal principles of definition of compensable damage.