

DUBAI INTERNATIONAL

Conditions of Use Including Airport Charges

Effective: 1st April 2009



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1 Definitions of Terms

1.1 'Operator' in relation to an aircraft means the person for the time being having the management of that aircraft.

1.2 Reference to a 'Certificate of Airworthiness' shall include any validation thereof and any flight manual or performance schedule relation to the aircraft.

1.3 'Maximum Take-Off Weight' MTOW in relating to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstance in accordance with Certificate of Airworthiness in force in respect of the aircraft.

1.4 'Passenger' means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

1.5 'Departing Passenger' means any passenger whose final destination is a place outside the United Arab Emirates.

1.6 'Transit Passenger' means any passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport. Or a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

1.7 'Time of Landing' means the time recorded by Air Traffic Control (ATC) as the time of touch down of an aircraft.

1.8 'Time of Take off' means the time recorded by Air Traffic Control (ATC) as the time when the aircraft is airborne.

1.9 'General Aviation' refers to all flights other than military and scheduled airline flights. GA flights range from light propeller to large and non-scheduled jet flights.

1.10 'Airport Charges' means charges levied on operator of aircraft in connection with the landing, parking and other services offered to the operator including security charges, aerobridge charges and passenger service charges.

1.11 'Schedule of Charges' means the Schedule hereto attached as Annexure "1".

1.12 All reference to 'passenger charges' refer to the charges on passenger service collected by the airline/Dnata (the ground handling agent) in the Schedules of Charges.

1.13 'Inadmissible Passenger' means a passenger who is refused admission to the United Arab Emirates by the Immigration Authority, and/or a passenger who is refused onward carriage through the UAE due to improper documentation such as, but not limited to, no visa, expired visa, or expired travel documents.

1.14 'Narrow-body aircraft' shall mean any single aisle plane with seat arranged 2 to 6 abreast, typically of 3 to 4 meters (10 to 13 ft) and accommodating less than 200 passengers such as Airbus A319 and A320, Boeing 717, 727, 737, and 757, McDonnell Douglas DC9, MD 80, and MD 90, used mainly for short and medium haul.

1.15 'Wide-body aircraft' shall mean any twin-aisle plane with seat arranged 7 to 10 abreast, typically diameter of 5 to 6 meters (16 to 20 ft.) and accommodating between 200 and 600 passengers such as Airbus A300, A310, A330, and A340, Boeing 747, 767, and 777, Lockheed 1011, and McDonnell Douglas DC10 and MD11.

2 Conditions of Use

2.1 General

Compliance

2.1.1 Compliance with instructions, orders or directions published from time to time by Dubai Airports Company, which may supplement, vary or discharge any of the terms and conditions of use set out herein.

Liability

In any event, neither Dubai Airports Company, nor their respective servants or agents shall be liable for the loss, indirect loss and/or expense of profit suffered by an operator, damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or taking-off at the airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Dubai Airports Company or their servants or agents unless done with the intent to cause damage, reckless and inexcusable negligence and with knowledge that damage would probably result.

The burden of proof to prove the intent to cause damage, recklessness and inexcusable negligence is on the claimant/operator.

2.2 Operational

Schedule Facilitation

New Airlines

2.2.1 Application for landing permission and traffic rights to operate to Dubai should be directed along with the proposed schedule to the Dubai Civil Aviation Authority (DCAA) on the following address:

Mr. Mohammed A. Ahli
Director General
Dubai Civil Aviation Authority
Dubai International
P.O. Box 2525
Dubai
UAE

Tel: 00971 4 2162272/ 2161600/ 2162009

Fax: 00971 4 2244502

SITA: DXBAPYF

AFTN: OMDBYAYX

Website: www.dcaa.gov.ae

2.2.2 On granting of traffic rights, an operator should then apply for clearance of its proposed schedule on an IATA season by season basis directly with the schedules facilitator appointed by the airport authority, Dubai Airports Company. Schedules should be sent in IATA SSIM format to Airport Coordination Limited (ACL) in the time scales specified by the IATA schedules calendar to the following address:

SITA: DXBSCXH

Email: DXBSCXH@acl-uk.org

FAX: +44 (0) 208 564 0691

The schedules facilitator on behalf of the airport authority will manage submitted schedules within the identified capacity levels of the airport facilities. In periods where submitted schedules suggest over-capacity of the airport facilities, operators are expected to work constructively with the schedules facilitator to reduce demand in those periods to levels below the capacity limit through accommodation of their schedule in less busy periods.

2.2.3 Adhoc and late notice requests:

Dubai International request for adhoc movements will be processed by ACL up to 24 hours before operation, Monday through to Friday. However these flights are subject to prior DCAA landing permission and traffic rights.

Requests within 24 hours or short notice requests for operations on Saturday and Sunday should be directed to the Operations Unit - Apron Management and Data Management to obtain clearance by using the following contacts:

Airport Operations

Apron Management Services
Telephone: 00971 4 2164080 or 00971 4 2164072
Email: GR.OPS.Duty.Officers@dubairports.ae

Airport Operations Data Management (AODM)

Data Control Duty Officer (DCDO)
Tel: 00971 4 216 1816 or 00971 4 2161817
Fax: 00971 4 2245928
Email: AODMDCDO@dubairports.ae
SITA: DXBAPYF

Airline operators are requested to complete copy of "Out of Office Slot Request" form.

Alternatively operators can manage their own schedules via the Online Coordination System. Further information and an application form for access is available on www.online-coordination.com

Existing Airlines

The airline operator should apply for clearance of its proposed schedule on a season by season basis directly with the airport facilitator appointed by Dubai Airports Company, by contacting:

Airport Coordination Ltd.(ACL)
Email: DXBSCXH@acl-uk.org
SITA: DXBSCXH
Tel: +44 (0) 208 564 0612
Fax: +44 (0) 208 564 0691

The airline operator is also requested to contact DCAA for landing permission and traffic rights on a season by season basis before applying for schedule approval through ACL.

Airport Coordination Ltd (ACL) as schedules facilitator for Dubai Airports will manage submitted schedules within the available capacity of the airport facilities. In periods where submitted schedules suggest over-capacity of the airport facilities, airline operator is expected to work constructively with the airport authority and Airport Coordination Ltd to accommodate their proposed schedule in less busy periods where capacity is available.

Ground Handling

2.2.3 DNATA is the sole ground handler at Dubai International. Requests should be sent to:

Email: groundhandling@dnata.com

Policing

2.2.4 Where a flight destination or carrier is identified as being at significant or high risk the operator shall pay a charge as notified by the CEO of Dubai Airports Company equating to the cost of any policing cost additional to the services normally provided at the airport for carriers or destinations at lower levels of risk.

2.3 Payment

2.3.1 Cash Flight

2.3.1.1 The cash operator shall pay the appropriate charges for any services provided to an aircraft, as set out in the Schedule of Charges.

2.3.1.2 The cash operator shall also pay for any supplies, services or facilities provided to him or to the aircraft at the airport by or on behalf of Dubai Airports Company at the charges determined by the Company.

2.3.1.3 All charges referred to in this paragraph shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to the Cash Office prior to submitting the Flight Plan and before the aircraft departs from the airport unless otherwise agreed by Dubai Airports Company (which agreement may be withdrawn at any time at the discretion of Dubai Airports Company).

2.3.1.4 Payments shall be made without deductions (including any charges). If the applicable law (at the customer's side) requires any charge to be deducted before payment, the amount shall be increased so that the payment made will equal the amount due to Dubai Airports Company as if no such charge had been imposed.

2.3.1.5 Dubai Airports Company has the right to detain the cash operator where default is made in the payment of airport charges. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the operator at the time the detention begins.

2.3.1.6 The cash operator that made a default in payment will be strictly and officially denied from landing/parking its next flight at Dubai International.

2.3.1.7 The cash operator shall not, without the express written consent of Dubai Airports Company, be entitled in respect of any claim it may have against the company or otherwise to make any set off against or deduction from the charges provided for in these conditions. It must pay such charges in full pending resolution of any such claim.

2.3.2 Credit Flight

2.3.2.1 Credit on settlement of airport charges would be granted only for airline operators that successfully meet Dubai Airports Company's credit terms and conditions. DAC must secure its accounts receivable by obtaining either Cash Deposit or Bank Guarantee valid for one year with automatic renewal statement from a designated bank in Dubai before the operator being entitled for using DAC's credit facilities.

2.3.2.2 The operator should identify what type of services they might need to get on credit basis. The amount of credit limits and collateral would be determined by DAC. Credit limit and total estimated three months charges would be monitored, re-calculated and re-evaluated at the end of each quarter, thus some operators might need to provide additional collaterals if their total estimated three months charges has been apparently increased and exceeded the approved credit limit.

2.3.2.3 The operator that has applied for credit facilities and has been approved must agree and sign the credit application form. Subsequently they should provide the following along with their application:

- Bank statement for last three months
- Last three years financial statements

2.3.2.4 The credit customer shall pay the full due invoices within (30) days from the date of the invoice.

2.3.2.5 Dubai Airports Company has the full right to stop credit facilities and seek the collateral's encashment if one or all of the following cases occurred:

- The total outstanding or overdue amount is not settled by the customer within the specified credit period.
- The total outstanding amount exceeded the credit limit and the customer intentionally or unintentionally did not settle the difference.
- The total expected three months charges exceeded the credit limit and the customer intentionally or unintentionally did not increase his collateral amount within a specific period of time set out by Finance Unit.
- Customer intentionally or unintentionally did not response to the finance notification of renewal of pertinent collateral before one month of the collateral's expiration date.

2.3.2.6 The operator can request to withdraw their submitted collateral if they decide to stop using credit facilities, but the same would be handed over by Finance Unit within the period of (30) working days, in order to prepare all pending invoices and settle all customer's outstanding.

2.3.3 Late payment policy

Any payment due from cash or credit operators to Dubai Airports (including but not limited to landing, parking, aerobridge, security, passenger service charges or fines) that are not paid by cash, cheque, credit card or bank transfer in cleared funds by the due date shall carry interest at the rate of 3% above EIBOR per annum. Interest will be charged on a daily basis from the day that any amount becomes due until it represents cleared funds into the Dubai Airports Company bank account. Dubai Airports will invoice the cash and credit operators for such interest and the right to charge interest shall not affect any other right that Dubai Airports may have. The waiver of these charges will be at the discretion of the CEO of Dubai Airports Company under exceptional circumstances.

2.3.6 Finance contact details for queries

Tel: 009714 2162142

Email: central.cashoffice@dubaairports.ae

Tel: 009714 2162018

Email: billing@dubaairports.ae

2.4 Data

Data requirements are as follows:

Reference data

2.4.1 The operator shall, or shall ensure that its appointed handling agent (Dnata), furnish on demand, in such form as the airport company may from time to time to determine:

- Fleet details including aircraft type & registration, number of seats, Maximum Take-Off Weight (MTOW in kilograms) of each aircraft owned or operated by the operator and engine specifications.
- New and amended ownership or registration details to be advised before 20th of the month preceding first usage.
- Scheduled time of operation in (UTC) of all flights from point of origin to Dubai International with flight durations.
- Flight plan call signs.

Payload data

2.4.2 The operator shall, or shall ensure that its appointed handling agent (Dnata), furnish on demand, in such form as the airport company may from time to time determine:

- Information related to the movement of its aircraft or aircraft handled by the agent at the airport of the airport company within 24 hours of each of those movements. This will include information about the total number of passengers, transfer (including children and infants), details of passengers (male, female, crew and destination) and the total weight of cargo and mail (expressed in Kilograms) embarked and disembarked at the airport.
- Details of the Maximum Take-Off Weight in respect of each aircraft owned or operated by the operator.
- With the name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the operator who is to be invoiced.

Operational data

2.4.3 The operator shall also provide or ensure that the handling agent (Dnata) provides the airport company details of all aircraft operators by the timely transmission of complete and accurate operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communication standards.

The required operational data includes:

- Aircraft type and registration
- Planned and actual schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation)
- Estimated times of operation
- Actual times on and off stand
- Stand departure delays greater than 15 minutes
- Turnaround linked flight numbers and registrations (including changes)

Delivery data

2.4.4 Queries regarding data delivery should be sent to the following address:

Data Management (AODM)
Tel: 00971 4 216 1816 or 00971 4 2161817
Fax: 00971 4 2245928
Email: AODMDCDO@dubaairports.ae
SITA: DXBAPYF

3 Airport Charges

3.1 Charges on Landing

3.1.1 At Dubai International, the relevant charges for landing and the subsequent take-off of aircraft shall be paid as set out in the Schedule of Charges.

3.1.2. The charges will be based on MTOW (Maximum Take-Off Weight) of the aircraft.

3.2 Passenger Service Charges

3.2.1 The relevant charges for departing passengers (excluding infants, aircraft operating crew, transit passenger continuing travel within 24 hours of arrival) as set out in the Schedule of Charges are payable by outbound airline.

3.3 Aircraft Parking Charges

3.3.1 The relevant charges for aircraft parking as set out in the Schedule of Charges are payable by the operator.

3.3.2 Parking charges will be based on the total number of hours or part thereof that an aircraft has been parked on areas designated as the airport parking areas.

3.3.3 In addition to the above point 3.3.2, parking charges are calculated by aircraft category; either narrow body or wide body.

3.3.4 These charges will apply On-block time to Off-block time when the aircraft is secured on the ground.

3.3.5 The CEO of Dubai Airports Company has discretion to decide in the light of particular circumstances at the airport to abate or waive the charges set out in the Schedule of Charges in relation to the parking of aircraft at certain times and periods or on certain parts of the airport. In this event, the VP Finance will supply details of the terms and conditions of the abatement or waiver of the charges on the request of any operator that parks aircraft at the airport and the operator may apply to the VP Finance for these terms and conditions.

4 Rebates

4.1 The CEO of Dubai Airports Company has the discretion to abate or waive landing or parking charges for any specified category of traffic and/or when they consider it is in the interest of the airport company to encourage the development of traffic at the airport.

5 Schedule of Charges

There are a number of changes to charge at Dubai International included in the schedule below. These are effective from 1st April 2009.

5.1 Charges on Landing

Landing charges are based on the MTOW:

- Up to 4.5 tonnes AED 11.00 per tonne
- 4.5 – 45 tonnes AED 12.80 per tonne
- Over 45 tonnes AED 13.95 per tonne

5.2 Passenger Service Charges

5.2.1 An amount of AED 75 per departing passenger.

5.2.2 The airline/Dnata must ensure that correct passenger load is forwarded to Dubai Airports Data Management within 24 hours of each flight.

5.2.3 Failure to submit accurate information to the airport company will result in penalty of full flight passenger load.

5.3 Aircraft Parking Charges

The charges for parking aircraft at Dubai International are based on number of hours and aircraft category:

Narrow body A/C	<ul style="list-style-type: none"> - 1 hour and half free after landing (starts on block) - AED 200 for first charging hour (after end of free period) - AED 325 per each additional hour
Wide body A/C	<ul style="list-style-type: none"> - 3 hours free after landing (starts on block) - AED 300 per hour for first 3 charging hours (after end of free period) - AED 550 per each additional hour

5.4 Other Charges

In addition to the above charges, Aerobridge Occupancy charge and Security charge are payable by the operator as follows:

Aerobridge Occupancy Charge	
Charge per hour	AED 375 every two hours

Security Charge	
Narrow body A/C	AED 300 flat rate per usage (for flights that require additional security at gate)
Wide body A/C	AED 300 flat rate per usage (for flights that require additional security at gate)

Airport Security Pass Charges		
Type of Service	Fee	Time period/validity
Visitor Arrival Pass – temporary	AED 100	Once
Visitor Departure Pass – Sh. Rashid Terminal – temporary	AED 100	Once
Private Vehicle Pass – (arrival, departure) – temporary	AED 5000	Once
Work Pass (arrival, departure) – temporary	AED 600	7-30 days
Work Pass (arrival, departure) – temporary	AED 300	1-7 days
Work Pass (arrival, departure) – Ahlan Services – event counter in arrival hall – temporary	AED 200	1-30 days
Permanent Special Pass – arrival (service areas) Permanent Special Pass – departures (luggage belts) For external staff members	AED 2000	One year
Permanent Special Pass – arrival (service areas) Permanent Special Pass – departures (luggage belts) For internal staff members	AED 200	One year for 1-8 persons only. AED 2000 for extra person
Permanent Special Pass - Businessmen and Gov.Dept	AED 3000	One year
Permanent Special Pass – private companies	AED 7000	One year. Pass can be changed to another staff member AED 200 for changes
Private Vehicle Pass – permanent	AED 20,000	One year
Work Pass – temporary	AED 50	1-30 days
Vehicle Work Pass	AED 100	1-30 days
Vehicle Work Pass – in/out permission	AED 50	Once
Photographic Equipment Pass	AED 100	1-30 days
Equipment and Accessories Pass	AED 50	1-30 days
Emergency Pass	Free	2 years
Staff Pass – permanent	AED 300	3 years

6 Inadmissible Passenger Policy

6.1 Definition

6.1.1 An Inadmissible Passenger means a passenger who is refused admission to the United Arab Emirates by the Immigration Authority, and/or a passenger who is refused onward carriage through the UAE due to improper documentation such as, but not limited to, no visa, expired visa, or expired travel documents.

6.2 Purpose

6.2.1 This policy outlines the procedures and steps that must be adhered to when handling an inadmissible passenger arriving in the United Arab Emirates through Dubai International.

6.3 Procedures

6.3.1 It is the responsibility of the inbound airline to make sure that passengers travelling to the United Arab Emirates have the proper documentation. In the event of an inadmissible passenger arriving at Dubai International, it is the sole responsibility of the airline to arrange and cover the cost of a return ticket to return the passenger to their country of origin.

6.3.2 After receiving the Inadmissible Passenger Form from the Immigration Authorities, the inbound airline must ensure the removal of the passenger from the country on the next available flight to the airport of origin.

6.3.3 If the inbound airline aircraft is not a turnaround operation, in most cases the passenger must be removed from the country on the next departing flight within 24 hours following that arrival.

6.3.4 During the waiting time based on 6.3.3 the inbound airline shall take full responsibility for the passenger's welfare in the terminal and provide all necessary amenities.

6.3.5 If the airline does not have a scheduled flight, or has no available space on that flight, within 24 hours of arrival of the inadmissible passenger, the airline should arrange for the passenger to be returned on another airline and bear full costs of the ticket.

6.3.6 The Ground Handler (Dnata) reserves the right to arrange such flight as described in 6.3.5 and charge the airline for full cost of the ticket and related handling charges.

6.3.7 The airline /the Ground Handler (Dnata) will provide the final date of departure of the inadmissible passenger to Dubai Airports Company.

6.4 Fines

6.4.1 Dubai Airports Company shall impose a fine of AED 5,000 per inadmissible passenger regardless of age or gender to the airline in question.

6.4.2 An additional fine of AED 1,000 per passenger per day shall be applied until the removal of inadmissible passenger by inbound airliner or by the ground handler (Dnata).

6.5 Billing and Collection Procedures

Finance department raises invoice and collect penalties upon receiving the final date of departure from DNATA/Airline and the Deportee Advice Form from Immigration along with the following documents within 24 hours of each case:

- a) Passenger passport copy
- b) Ticket copy endorsed by airlines
- c) Airline name and flight number/date of operation

7 Airline Display Materials

7.1 Airline operators are allowed to display operational communication materials next to their allocated check-in counters only during their operation hours. It is the responsibility of the operator to disconnect and store the materials immediately after closing the counters.

7.2 Airline operators should contact Business Development Department for approval of displaying materials in the check-in area and boarding gates.

7.3 For displaying non-operational materials and promotional campaigns, airline operators should contact Commercial Unit directly on the following address:

Advertising Sales Team

Tel: 009714 216 6905

Email: AdvertisingSalesGroup@dubaairports.ae

7.4 The airport company conducts regular audit exercise and airline operators will be asked to remove unnecessary materials within 24 hours. All operators are encouraged to adhere to Dubai Airports' policy and regulation in this regard.

7.5 If any airline intends to include information about Dubai International in their collateral, and to ensure accurate and consistent information is communicated to their customers, permission should be obtained from Marketing and Corporate Communications Unit prior to production.