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Conditions of Use

Conditions of Use

Category: Passengers and Cargo: Al Maktoum International Airport / Dubai World Central (DWC) **Effective date:** Northern Winter 2023 season

- A. This edition of Conditions of Use replaces the Northern Summer 2023 Conditions of Use and any of its preceding versions.
- B. These Conditions of Use set out (as comprehensively as possible), the terms and conditions that apply to and govern the relation with all Operators that use any facilities at the Airport. An Operator shall be deemed to have agreed to be legally bound by fully and irrevocably accepted the terms and conditions set out in these Conditions by using or continuing to use any facilities at the Airport.
- C. No clause shall be taken to confer a right for an Operator to use Airport facilities without Dubai Airports Corporation's permission.
- D. These Conditions are not intended and shall not be taken as waiving or limiting the powers and authority of Dubai Airports Corporation conferred on it by the applicable laws of the Emirate of Dubai and/or the United Arab Emirates.
- E. An Operator will only be permitted to use or continue to use any facilities at the Airport subject to and conditional upon the strict compliance at all times with the terms and conditions stipulated in these Conditions. Dubai Airports Corporation reserves the right to modify such Conditions in accordance with the regulator where the Operators have breached any of these Conditions.



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1. DEFINITION OF TERMS

'ACL', the 'Coordinator', Slot Coordinator' or 'the Slot Facilitator' means Airport Coordination Limited.

'ADP' Airside Driving Permit

'AED' or Dirham is the lawful currency of the UAE;

'**AFS'** means Airport Fire Service;

'Airline' or 'airline' means an air transport undertaking holding a valid operating license or equivalent at the latest on 31 January for the following summer Season or on 31 August for the following winter Season;

'Airport' or 'DWC' or 'OMDW' means Al Maktoum International Airport - Dubai World Central;

'Airport Charges' are charges levied on aircraft Operators in connection with the landing, parking and other services offered to the Operator including security charges, aerobridge charges and Passenger Charges;

'Airside' refers to those zones within the Airport that are subject to explicit security control;

'AOCC' means Airport Operation Control Centre

'Arriving Passenger' means inbound passenger entering the United Arab Emirates as their final destination;

'ATD' means Actual Time of Departure;

'AVP' Airside Vehicle Permit

'**Certificate of Airworthiness'** shall include any validation thereof and any flight manual or performance schedule related to the aircraft;

'**Chapter 2**' Aircraft types refers to aircraft with noise standards described in Chapter 2 of Annex 16-Volume 1 'Subsonic Jet Aeroplanes – Application for Type Certificate Submitted before 6 October 1977'. Noise evaluation measurement to effective perceived noise level in EPNdB shall be as described in Appendix 1 of Annex 16 with maximum noise levels not to exceed those described in Annex 16-Volume 1, Chapter 2, 2.4 'Maximum Noise Levels';

'DA' or 'Dubai Airports' means Dubai Airports Corporation;

'DCAA' means Dubai Civil Aviation Authority;

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

'Diverted flight' is a flight that has been routed from its scheduled arrival destination to a new temporary arrival destination due to emergency cases, weather conditions etc.;

'Environment' means the natural and man-made environment including all or any of the following elements: air (including air within buildings and other natural or man-made structures above or below the ground), water, land any ecological systems and living organisms (including man) supported by those elements;

'FBO' or 'Fixed-Based Operator' is the primary provider of aeronautical services to General Aviation Operators at the Airport;

'FOD' means Foreign Object Debris;

'GCAA' means UAE General Civil Aviation Authority;

'General Aviation' (GA) refers to all flights other than military, cargo and regular public transport operations (scheduled and non-scheduled airline flights). GA flights range from light propeller to large/wide Body flights, including Private, Ambulance, Rescue Relief and Diplomatic flights;

Ground Handler' means dnata;

'GSA' means General Sales Agent;

'HSE Laws' means all applicable laws, statues, decrees, regulations, ministerial decisions and/or by-laws (including any DA's and/or the Airport's health, safety and environmental regulations and policies and all applicable operational rules and/or directives of any relevant authority or department within DA and/or the Airport) of the Emirate of Dubai, other emirates, the United Arab Emirates and/or international laws, judgements, decisions and injunctions of any court or tribunal and legally binding codes of practice and guidance notes to the extent they relate to or apply to the Environment or to the health and safety of any person;

'Inadmissible Passenger' refers to 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 or missing documentation such as, but not limited to, absence, expired or forged: visa, passport, travel or health documents;

'Landside' refers to those zones within the Airport that are not subject to explicit security control;

'Maximum Take-Off Weight' (MTOW) refers to the maximum total weight of the aircraft and its contents at which it may safely take-off anywhere in the world under the most favourable conditions in accordance with Certificate of Airworthiness in force for that aircraft;

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'**Narrow-body aircraft**' means any single-aisle plane used mainly for short and medium haul flights with seats arranged 2 to 6 abreast, with a fuselage diameter of typically of 3 to 4 metres (10 to 13 feet) and accommodating fewer than 200 passengers such as Airbus A319 and A320, Boeing 717, 727, 737, and 757, McDonnell Douglas DC9, MD 80, and MD 90;

'**Operator'** in relation to an aircraft Operator means the organisation that is responsible for the management of that aircraft;

'**Passenger'** or '**PAX'** means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the flight;

'Passenger Charges' refers to the charges on passenger services listed in the Schedules of Charges;

'DA S&S' means DA Safety and Sustainability department;

'SDM' means Senior Duty Manager-DWC;

SMA means Senior Manager Airside;

'Season' refers to scheduling seasons;

'Schedule of Charges' refers to the Schedule set out in Clause 4;

'Slots' means the permission given by a coordinator to use the full range of Airport infrastructure necessary to operate an air service at a coordinated Airport on a specific date and time for the purpose of landing or take-off;

'**Transfer Passenger**' means passenger arriving and departing on a different aircraft, or on the same aircraft bearing different flight numbers;

'**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 through a flight transiting the Airport. It also refers to a passenger in transit through the Airport who must depart in a substituted aircraft;

'UAE' means United Arab Emirates;

'VAT' means value added tax payable in accordance with the applicable laws and regulations in force in the United Arab Emirates from time to time; and

'Wide-body aircraft' shall refer to any twin-aisle plane with seats arranged 7 to 10 abreast, typically with a fuselage diameter of 5 to 6 meters (16 to 20 ft.) and accommodating between 200 and 600 passengers such as Airbus

A300, A310, A330, A340, A380 and A350, Boeing 747, 767, 777 and 787.

2. THESE CONDITIONS OF USE

- 2.1 The Conditions of Use set out the terms and conditions that apply to and govern the relationship between the Airline and DA and that apply to and govern the Airline's use of the Airport facilities and services. A copy of these Conditions of Use is provided to the Airline and, in addition, is made available on DA's website.
- 2.2 These Conditions of Use take effect from the 29th October 2023 and replace all previous editions of the Conditions of Use.
- 2.3 Effective Northern Winter 2023, the Airline shall provide to DA (by email to airline.relations@dubaiairports.ae) with a copy of these Conditions of Use signed by the Airline for acceptance. However, if the Airline does not provide DA with a signed copy of these Conditions of Use, by the Airlines use or continuing use of the Airport facilities and services the Airline shall be deemed to:
 - (a) have agreed to, and be legally bound by, these Conditions of Use;
 - (b) have waived any and all rights to challenge the validity and enforceability of these Conditions of Use on the basis that these Conditions of Use have not been signed by the Airline.
- 2.4 Nothing in these Conditions of Use shall:
 - (a) confer or be deemed to confer to the Airline the right to use the Airport facilities and services without DA's permission and consent.
 - (b) waive or be deemed to waive (or otherwise limit) any power, right or authority conferred on DA by the applicable legislation.
 - (c) These Conditions of Use do not apply to General Aviation operations, in respect of which DA's separate Conditions of Use for General Aviation apply.

3. GENERAL COMPLIANCE

3.1 Conditions Of Use

(a) Operators must comply with instructions, orders or directions published from time to time by DA that may supplement, vary or discharge any of the terms and conditions of use set out herein. Full compliance to directives and regulations issued from time to time or set by the General Civil Aviation Authority (GCAA), specific requirements for services issued by the Dubai Civil Aviation Authority (DCAA), other UAE authorities and/or DA, including but not limited to the Airport HSE Laws document and the UAE National Civil Aviation Security Programme (NCASP) and their appendices as required. For more information please contact: <u>safety.sustainability@dubaiairports.ae</u>

- (b) Foreign Aircraft Operators shall submit to the Head of Security DXB, and upon request to the General Civil Aviation Authority, a written Aircraft Operator Security Program appropriate to meet the National Civil Aviation Security Programme requirements. Dubai Airports in coordination with the local authorities has the right to inspect any aircraft or facilities at the airport as per the Aircraft Operator Security Program to ensure compliance with the National Civil Aviation Security Programme.
- (c) Operators are reminded that in the prevailing ambient conditions, their aircraft must be able to meet the minimum climb gradient for departure from DWC as published in the Standard Instrument Departure(SID) charts. Payload must be adjusted accordingly to ensure these requirements are met. Evidence that aircraft does not exceed MTOW shall be provided to the DCAA on request. Load manifest, trim sheet and load plan relating to each specific flight shall be left with the handling agent and will be subject to random checks. The Authority (DCAA) has procedures in place for conducting random checking of aircraft payload by weight, as well as automated climb gradient monitoring to ensure compliance.
- (d) Operators are responsible for ensuring that flight plans submitted by their office or agent comply with correct ICAO flight planning principles.
- (e) Aircraft must be able to fly Standard Arrival Routes (STAR) and Standard Instrument Departures (SID) to the required degree of accuracy and be equipped in accordance with rules and regulations governing the airspace in which the aircraft will be flying.
- (f) Chapter 2 (Noise Requirement Certification) aircraft are not allowed to operate to Dubai World Central (DWC).
- (g) Operators are responsible to ensure that Transit/Transfer Passengers are holding proper documents and connecting ticket to a final destination, no transit time should exceed 24 hours from a passengers' arrival to the Airport.
- (h) The Operator is responsible that all shipments have the relevant DCAA/GCAA permits for any type of dangerous goods, especially for explosives, firearms and ammunitions (both cargo or carried by passengers) before the arrival at DWC This shall include landing permits for their final destination.

The Operator should ensure with the ground handler that adequate storage facilities are available at DWC for the specified 'Hazard Material Class' as per DCAA/GCAA regulations/approvals. The Operator will be held liable to repatriate or properly dispose at their own cost any shipments and substances found without necessary approvals or incorrect declaration within 30 days of arrival at DWC and pay any fines levied by the authorities.

- (i) The UAE General Civil Aviation Authority- GCAA in coordination with the local authorities has the right to inspect any aircraft at the Airport as per UAE Safety & Security Regulations to ensure compliance with the international laws, rules and regulations - Federal Act No. 20 of 1991 Article 4, 46 & 68.
- (j) 2.10 The use of any facilities at the Airport by any Operator/FBO constitutes acceptance of these Conditions of Use. The Operator/ FBO further agrees that Dubai Airports value and business goodwill will be damaged in the event of breach or threatened breach of these conditions. Dubai Airports will have the right and remedy to have such covenants enforced, in addition to any other relief (including damages) available under the law. Non- exercise or delay in exercising a right or remedy available under these Conditions of Use or applicable law shall not constitute a waiver of such right or remedy. A waiver granted by Dubai Airports in respect of any breach by any Operator / FBO shall not operate or be deemed to operate as a waiver of any subsequent breach.

3.2 Supplementary Documents

- (a) DA shall provide available documents or the internet links to the proper sites to assist the Operators in gathering information concerning codes, regulation and ordinances during normal business hours (see clause "methods of promulgating information"). These documents will include:
 - A. Dubai Airports Corporation Safety & Environment Policy; https://dubaiairports.box.com/v/DA-SafetyandEnvPolicy2021
 - B. Dubai Airports Contractors Health Safety Guidelines
 <u>https://dubaiairports.box.com/v/DA-Contractor-HandS-Guide</u>
 - C. FOD Policy https://dubaiairports.app.box.com/v/DA-FODPolicy
 - D. Aviation Safety Policy https://dubaiairports.app.box.com/v/DAAviationSafetyPolicy-English
 - E. Aerodrome Manual; https://dubaiairports.box.com/v/OMDB-Aerodrome-Manual
 - F. Aerodrome Emergency Plan (AEP)



https://dubaiairports.box.com/v/OMDB-Aerodrome-Emergency-Plan

- G. Aerodrome SMS Manual; https://dubaiairports.box.com/v/OMDB-SMSManual
- H. Airside Operating Regulations (AOR)
 <u>https://dubaiairports.box.com/v/Airside-Operating-Regulations</u>
- I. Airside Driving Regulations (ADR) https://dubaiairports.box.com/v/DXB-AD-Regulations
- J. Dubai Airports Emotional Support Animal Policy;
- K. Airside Temporary Notices (ATN)
 <u>https://dubaiairports.box.com/v/OMDB-Airside-Temporary-Notice</u>
- L. Airside Safety Alert (ASA) https://dubaiairports.box.com/v/OMDB-Airside-Safety-Alert
- M. DA Dangerous Goods H&S Guide
 <u>https://dubaiairports.box.com/v/DA-DangerousGoods-HandS-Guide</u>
- (b) It is obligatory on Operators to ensure all of their personnel are well aware and fully understand the requirements stipulated in the supplementary documents
- (c) Terminal Operations Advisory Notices will also be distributed by email, please contact aocc@dubaiairports.ae to subscribe.

3.3 Governing law and Jurisdiction

(a) These Conditions of Use shall be governed by and construed according to the laws of the Emirates of Dubai and federal laws of United Arab Emirates. DA and the Operators irrevocably agree to the exclusive jurisdiction of Dubai Courts in respect of any dispute.

3.4 Liability

(a) In any event, neither DA nor their respective employees, officers 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 at 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 DA, or their employees, officers or agents unless

done with the intent to cause damage, reckless and inexcusable negligence and with knowledge that damage would probably result.

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

3.5 Insurance

(a) Operators/airlines must ensure sufficient passenger, baggage, cargo, property, employee and third party liability insurance coverage for them and their sub-contractors and provide proof of such as required by DA to airline.relations@dubaiairports.ae prior to commencing any works at Dubai Airports (DXB/DWC) airside infrastructure.

3.6 Disabled and/or Abandoned Aircraft

The Airline acknowledges, agrees and undertakes to ensure that any owner, lessee, Operator or other (a) person having the control, or the right of control of any disabled and/or abandoned aircraft at the Airport shall be jointly and severally responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject, however, to any requirements or direction by the GCAA that such removal or disposal be delayed pending an investigation of an accident. The Airline shall further ensure that any owner, lessee, Operator or any other legal person having control, or the right of control, of any aircraft does, agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Chief Executive Officer (CEO) DA or his designee may take any and all necessary action to effect the prompt removal or disposal of disabled and/or Abandoned aircraft that obstructs any part of the Airport ; that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to DA; that any claim for compensation against DA and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled and/or Abandoned aircraft, or any part thereof, by reason of any such removal or disposal is waived, and that the owner, lessee, Operator or other person having control, or the right of control, of the said aircraft shall indemnify, hold harmless and defend DA and all their employees and agents, against any and all liability for injury to or the death of any person or for any damage to any property arising out of such removal or disposal of said aircraft. All the Airlines and/or Operators are required to forward their Aircraft Recovery Plans to the DA Emergency Planning Department and to include copies of their Aircraft Recovery Manuals/Documents to emergency.planning@dubaiairports.ae



(b) The Airline further acknowledges, agrees and undertakes to cause any owner, lessor, or any other party having an interest in the aircraft you operate, to agree to be bound by, and be jointly and severally liable for the obligations under this Clause 2.6.

3.7 Emergency Planning and Response

- (a) To ensure an effective emergency response and management at Dubai Airports, Operators are required to coordinate with the DA Emergency Planning Department, including at minimum:
 - Nomination of representative/s with the responsibility and authority for emergency planning and response;
 - Nomination of a responsible person to represent the Operator in the Emergency Operations Centre in the event of an emergency involving that airline. Should the Operator not have a representative present to fulfil this function, Operators are required to contract this service through a Handling Agent and notify DA of that arrangement;
 - Establish which actions are provided in the Operator's Emergency Plan for action by the Operator only;
 - Establish which actions are provided by the contracted Handling Agent and notify the DA Emergency Planning Department;
 - > Establish and share timeline on actions to be taken; and
 - Establish a Family Assistance Plan as per requirements stipulated under GCAA CAR-Family Assistance Planning.
- (b) Should the Operator fail to comply with the above requirements and/or coordination does not meet DA's standards in the unfortunate event of an incident, DA will procure (or cause to be procured) the required urgent/imminent emergency response. DA shall take necessary actions, which shall include but may also not be limited to; instructing a "Handling Agent" to assist passengers, crew and family members in accordance with DA's AEP. The Operator shall bear all costs incurred by DA in this process and shall settle such costs upon DA's instruction (invoice) without delay.

3.8 Right of DA to Control the Airfield

The Chairman DA, or his designee shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when any such action is considered necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Chairman, or his designee determines the condition of the Airport or any part thereof to be unsafe for landings or take-offs, a Notice to Airmen (NOTAM) shall be issued, or cause to be issued, closing any affected area, or the entire Airport. Dubai Airports does not accept any liability for any damages, losses, costs, and/or expenses whatsoever suffered or incurred pursuant to such actions.

3.9 Parking Responsibility

- (a) When instructed by the CEO or his designee, the Operator of any aircraft parked or stored at the Airport shall move the said aircraft from the place where it is parked or stored. If the Operator refuses to comply with such directions, the CEO or his designee may order such aircraft be moved at the expense of the owner or Operator, and without liability on DA for any damage(s), which may result in the course of such moving.
- (b) In accepting the handling of an Operator's asset/aircraft, the FBO acknowledges and accepts full liability for the asset/aircraft throughout its stay on the Airport premises, and beyond and in case of outstanding charges, including but not limited to the settlement of all applicable Airport Charges.

3.10 Restricted Aircraft Operations

- (a) The GCAA/DCAA/DA, or designee, may restrict the allowable types of aircraft operations for other operational considerations, with prior notification.
- (b) No person shall park or store on Airport property any non-airworthy aircraft for a period in excess of ninety (90) days without written permission of the DA/DCAA / GCAA, or designee. This provision does not apply to aircraft under construction or teardown in fully enclosed and leased premises, or aircraft under repair by an authorised maintenance provider.

3.11 **Prohibited Aircraft Operations**

(a) The GCAA/ DCAA /DA or designee, may prohibit or restrict any type of operation deemed detrimental to the safe, efficient and proper operation of the Airport, Parachute jumping/sky diving, ultra-light aircraft and tow banner pick-up or drop-off on Airport property are prohibited unless expressly allowed by GCAA/ DCAA/DA or designee.

4. OPERATIONAL REQUIREMENTS

4.1 Landing Permission & Traffic Rights



(a) Application for landing permission and traffic rights to operate to Dubai should be directed along with the proposed schedule and Aircraft Operators Security Programme (AOSP), to the Dubai Civil

Aviation Authority (DCAA) on the following address: Executive Director Air Transport & International Affairs Sector Dubai Civil Aviation Authority Dubai International Airport P.O. Box 49888 Dubai, UAE Tel: 00971 4 777 0440 Mobile: 0097156 6869128 Fax: 00971 4 2244502 Email: air.transport@dcaa.gov.ae Website: www.dcaa.gov.ae

(b) Upon granting of traffic rights from DCAA, an Operator must apply for clearance of their proposed schedule on a Season by Season basis, directly with the Schedule Coordinator appointed by DA. Traffic rights should also be confirmed with DCAA on a season by season basis. The DCAA levies fees on the issuance of some landing permits according to the type of operation. For further information please contact +971 (0)4 777 0440, +971(0)56 68 69128 or air.transport@dcaa.gov.ae

4.2 Schedule Facilitation

- (a) No Operator shall operate to or from Dubai World Central without first obtaining schedule clearance from ACL and subject to prior landing permission from DCAA.
- (b) Schedules should be sent in IATA SSIM Chapter 6 format to Airport Coordination Limited (ACL) in the time scales specified by the schedules calendar to the address hereafter: Email: <u>slots@acl-international.com</u>.
- (c) The Schedules Facilitator on behalf of the Airport will manage submitted schedules within the identified capacity levels of the Airport facilities. In periods where submitted schedules result in over-capacity of the Airport facilities, Operators are expected to work constructively with the schedule facilitator to reduce demand in those periods to levels below the capacity limit through accommodation of their schedule in less busy periods.



(d) The allocated Slots by ACL are all subject to the respective handling agreement with dnata.

4.3 Ad Hoc and Late Notice Schedule Requests – Schedule Facilitation

- (a) Dubai World Central requests for ad hoc movements will be processed by ACL up to 24 hours before operation, Monday through to Friday.
- (b) Requests for Slots, cancellations or changes should be sent in IATA SSIM Chapter 6 format or via the Online Coordination System (OCS).
- (c) Request within 24 hours remain subject to prior approval from DCAA and should be directed to the Airport Operations Centre, (AOCC) to obtain schedule clearance at the following address whilst remaining subject to prior permission from the DCAA.

Airport Operations Control Centre (AOCC) Tel: 00971 4 504 5001 Email: <u>aocc@dubaiairports.ae</u>

- (d) Operators may manage their own schedules via the Online Coordination System. Further information and an application form for access is available at <u>www.online-coordination.com</u>
- (e) Ad hoc Operators using code F aircraft should apply for schedule clearance at a minimum of 72 hours prior to arrival.

4.4 Existing Airlines – Schedule Facilitation

- (a) The airline Operator is requested to contact DCAA for landing permission and traffic rights on a Season- by- Season basis. The slots allocated by ACL should form part of the application to the DCAA. The final release of all allocated slots by ACL are subject to a permit being issued by the DCAA.
- (b) The airline Operator should apply for clearance of its proposed schedule on a Season- by- Season basis directly with the Schedule Facilitator appointed by DA adhering to the time scales specified by the schedules calendar, by contacting:
 Airport Coordination Ltd. (ACL)
 Email: <u>slots@acl-international.com</u>
 Tel: +44 (0) 208 564 0626 or +971 58 546 4873
- (c) Schedules should be sent in IATA SSIM Chapter 6 format to the following address.

Airport Coordination Ltd. (ACL) Email: <u>slots@acl-international.com</u> Tel: +44 (0) 208 564 0626 or +971 58 546 4873

- (d) The Schedules Facilitator on behalf of the Airport will manage submitted schedules within the identified capacity levels of the Airport facilities. In periods where submitted schedules result in over-capacity of the Airport facilities, Operators are expected to work constructively with the schedule facilitator to reduce demand in those periods to levels below the capacity limit through accommodation of their schedule in less busy periods.
- (e) Further details on the schedules facilitation process can be obtained from ACL by emailing <u>dxbstaff@acl-international.com</u>
- (f) In the event an existing airline Operator intends to make changes to a schedule that has already been approved by the DCAA, the airline Operator shall obtain prior landing permission from the DCAA as per the amended schedule, and Slot should be modified by sending a cancellation and request for new Slot in IATA SSIM chapter 6 format to <u>slots@acl-international.com</u> or via the online coordination system (OCS).
- (g) No Operator shall operate to or from DWC without first obtaining schedule clearance from the Schedules facilitator (ACL) appointed by Dubai Airports, the Operator must ensure they have a valid landing permission granted by the DCAA
- (h) The allocated slots by ACL are subject to the respective handling agreement with dnata. Changes to aircraft type will require confirmation from dnata that they can be facilitated within the requested slot timings.

4.5 Data Submission

- (a) Queries regarding data delivery should be sent to the Airport Operations Control Centre (AOCC) <u>aocc@dubaiairports.ae</u> or refer to the contact details paragraph.
- (b) For the purpose of data submission, an aircraft movement is considered as any movement occurring Airside, including but not limited to movements to/from hangars and stands/aprons.

4.6 **Operator's contact details**

(a) The airline/Operator must provide Aviation Business Management team with full contact details of its local station and key people in town office. It is the responsibility of the Operator to update

Aviation Business Management team of any changes made to the contact details within 07 working days of such change.

4.7 General Requirements

- (a) Operators shall comply with data requests issued by DA for the purposes of invoicing, reconciliations and supporting the planning, operation and performance management of the Airport.
- (b) The Operator shall comply with the data requirements as set out in these Conditions of Use. DA shall be entitled to publish any such information for the purpose of comparing the Operator's performance (e.g. On Time Performance) in such format as it may determine from time to time.

4.8 Reference data

- (a) The Operator shall, submit on demand and in agreed format:
 - Fleet details including aircraft type and registration, number of seats, Maximum Take-Off Weight (MTOW in kilograms) of each aircraft owned or operated by the Operator.
 - Details of the Aircraft's Ascertained NOx Emissions in respect of each aircraft owned by the Operator.
 - Details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by you.
 - 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 World Central with flight duration.
 - Flight plan call signs matching the flight number

4.9 Payload data

- (a) The Operator shall submit within 24 hours and in agreed format:
 - Information related to the movement of its aircraft or aircraft handled by the agent at the Airport of each of those movements. This will include information about the total number of passengers originating, terminating, transiting or transferring (male, female, children, infant, crew, split by travel class), baggage and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport.
 - The name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.
 - > The Operator should submit 24 hours prior to flight departure Passenger Name List (PNL) to



the appointed handling agent (dnata) at Dubai World Central in the agreed format on the following address SITA: HDQKMEK

4.10 **Operational data**

- (a) The Operator shall also provide DA with timely transmission of complete and accurate operational data by automatic electronic means using (and conforming to) IATA messaging and communication standards.
- (b) The required operational data include:
 - Variations to schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation);
 - Aircraft type and registration (including aircraft substitutions);
 - Turnaround linked flight numbers;
 - Estimated Times of Operation to an accuracy of +/- 5 minutes (including estimated landing time at DWC for arriving flights);
 - Actual Times of Operation (including off-block and take-off times at outstation for arriving flights)
 - Passenger Service Charges (PSC) and Passenger Facility Charges (PFC) messages as detailed in these Conditions of Use
 - Passengers Security and Safety Fee (PSSF) messages as detailed in these Conditions of Use
 - Advance Passenger Information Fee (API) messages as detailed in these Conditions of Use
 - Passenger Forecasts and Booked Loads (originating, terminating and transferring in Dubai World Central) two weeks prior to operation;
 - The following list of standard messages for all flights arriving to and departing from Dubai World Central.

ACRONYM	TYPE OF MESSAGE	IATA REFERENCE	DEADLINE
MVT	Aircraft Movement Message (AA, AD, EA, ED, NI)	IATA AHM 780	ASAP
ASM	Ad-hoc Scheduled Message	IATA SSIM Chapter 5	ASAP
DIV	Aircraft Diversion Message	IATA AHM 781	ASAP
DELAY CODES	Various	IATA AHM 730/731	ASAP
LDM	Load Message	IATA AHM 583	after take-off

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PTM	Passenger Transfer Message	IATA PSCRM RP 1718	after take-off
PSM	Passenger Service Message	IATA PSCRM RP 1715	after take-off
BPM	Baggage Processing Message	IATA PSCRM RP 1745	(via BRS)
BSM	Baggage Service Message (Including Short Connections)	IATA PSCRM RP 1745	(via BRS)
BTM	Baggage Transfer Message	IATA PSCRM RES 709	after take-off
BPM	Baggage Processing Message	IATA PSCRM RP 1745	(via BRS)
BUM	Baggage Unload Message	IATA PSCRM RP 1745	ASAP
BNS	Baggage Not Seen Message	IATA PSCRM RP 1745	after take-off
СРМ	Container / Pallet Distribution Message	IATA AHM 587	after take-off
UCM	ULD Control Message	IATA AHM 587	after take-off
CAL	Change Assistance List	IATA PSCRM RP 1708a	after take-off
SLS	Statistical Load Summary	IATA AHM 588	after take-off
PAL	Passenger Assistance List	IATA PSCRM RP 1708a	after take-off

(c) Dubai Airports systems recognise and strictly apply the following IATA standards:

- Standards for Message Formats IATA AHM 710;
- Standards for Message Corrections IATA AHM 711;
- Airport Codes IATA AHM 010 ;
- Delay Information Codes IATA AHM 730/731;
- Interline Baggage Tag Form IATA RES 740;
- (d) The data should be sent via SITA message to DWCADXH, or via email to <u>DWCOPS.data@dubaiairports.ae</u>
- (e) Please note that the address above should only be used for the communication of automated operational messages following the standard IATA format.
- (f) Please refer to the Data Provision Policy for further details on messaging requirements, this document is available from <u>airline.relations@dubaiairports.ae</u>.

(g) Further clarification regarding message format or means of communications can be sought from DA Aviation Business Management team by writing to <u>airline.relations@dubaiairports.ae</u>.

4.11 Emergency Services

(a) For all types of emergencies including medical emergencies, the Operator should contact the emergency services cell in Airport Operations Control Centre (AOCC) +971(0) 4 5045000. Failure to report emergency case to the mentioned area will cause delaying the action and response time and Dubai Airports will not be liable for any damages, and/or losses, costs and/or expenses whatsoever suffered or incurred pursuant to the failure or delay to report.

4.12 Passenger Welfare

- (a) The relaying of any type of charges to the passenger on Airport site, including but not limited to fines, excess baggage charges, operational cost, wheelchairs etc. should be explicit and supported in writing through means such as the conditions of carriage, failing which the relaying of any such charges to the passenger will be strictly forbidden.
- (b) Operator shall comply with Dubai Airport Passenger Welfare Policy in handling passengers during flight diversions, disruptions and delays (refer to annex).

4.13 Ground Handling

- (a) dnata is the sole ground handling service provider at Dubai World Central. Requests should be sent to groundhandling@dnata.com.
- (b) Ground handling services shall be provided by dnata in accordance with their standard terms and conditions, unless otherwise agreed in writing with dnata.
- (c) The Operators shall permit the ground handling service provider to perform advanced passenger processing to facilitate optimal terminal capacity, airport infrastructure, and passenger experience.
- (d) In the event the Operator ceases its operations in at DXB, the Operator must remove or arrange for appropriate storage of its equipment (containers, pallets, stationary, sanctions, etc) with the ground handling service provider. Where the Operator fails to remove or arrange storage, the ground handling service provider shall be entitled to dispose of all remaining equipment of the Operator.

4.14 Flight Catering



As per DA safety and security standards, Operators are not permitted to purchase on-board catering from food outlets in the terminal, concourses or third-party suppliers. Any in-flight catering and support requirements must be addressed to Emirates Flight Catering:

Chief Operating Officer	Senior Manager, Commercial and	Operations 24/7
Tel: +971 (0)4 2086790	Services	Tel: +971 (0)4 2086763 / 6779
Email: <u>coosec1@ekfc.ae</u>	Tel: +971 (0)4 2086792 / 6748	Mobile: +971 (0)50 652 1359
	Email: <u>csm@ekfc.ae</u> /	E-mail: <u>opsekfc2@ekfc.ae</u> SITA:
	<u>csmsec@ekfc.ae</u>	DXBKCXH

4.15 Check In Policy

Dubai Airports in agreement with ground handling company (dnata) have outlined the Check In policy to define the minimum level of service expected by our customers at our Passenger terminals. Please access the link below to know more:

https://dubaiairports.box.com/s/i6r6volvobl5qkk1e6352s0zqjckkc7d

4.16 Baggage Handling

- (a) No Operator should persistently and voluntarily accept baggage load that is beyond aircraft maximum payload.
- (b) Operators must comply with the Baggage policy made available with <u>airline.relations@dubaiairports.ae</u> or on <u>https://dubaiairports.box.com/s/5vs0b2hil6t6ml5i4bu2uw72bg76agiu</u>
- (c) It is the Operator/Airline's responsibility to ensure that all check-in formalities are followed and that the security questions relating to baggage acceptance are addressed to all passengers.
- (d) The Operator's obligation is to ensure the minimum required number of Unit Load Devices (ULDs) is consistently maintained in collaboration with the ground handling service provider to facilitate on-time flight preparations, while also avoiding congestion within the Baggage Handling System (BHS) facility.
- (e) The Operator bears the responsibility of guaranteeing punctual Baggage Source Message (BSM) deliveries to ensure seamless baggage processing.



- (f) The Operator is required to collaborate with the DA Aviation Business Management team prior to extending the additional luggage allowance to customers, in order to guarantee the seamless processing of baggage through the Baggage Handling System.
- (g) All On-hand bags (OHD) without Operator identified baggage tags will be handed over by the ground handling service provider to customs authorities for disposal in accordance with the agreed-upon schedule and standard operating procedures (SOP)
- (h) Where the Operator has baggage in the ground handling service provider's facilities, the ground handling service provider shall return the baggage to the Operator. Where the Operator is unable or unwilling to take possession of the baggage, the ground handling service provider shall make arrangement and the Operator shall bare any associated costs.

5. CHARGES & PAYMENTS

For queries, contact DA Finance Department on: <u>central.cashoffice@dubaiairports.ae</u> or <u>billing@dubaiairports.ae</u> or refer to the contact details paragraph.

5.1 Advance payments

- (a) Effective Northern Winter schedule 2019, all Operators that have not secured credit facilities with DA must process advance payments with a minimum of five working days' notice prior to the first arrival/departure.
- (b) Operators intending to operate a one-off flight are required to provide an advance payment. Operators holding a series of slots are required to provide an advance payment equal to one-month billing of their scheduled operation as advance payments.
- (c) Invoices will be adjusted against advance payments the Operator has secured with DA and advance payments must be replenished every billing cycle.
- (d) Advance payments levy a 5% disbursement fee on the invoice value.
- (e) Upon review of the payment status, DA reserves the right to take any or all of the following steps for continued advance payment defaults including but not limited to default on payment of collateral for conversion from Advance to Credit Customer
 - Application of late payment penalty (also defined under clause 5.3) all delayed advance payments to carry interest at the rate of 3% above EIBOR per annum or 8% per annum (whichever is

higher) to be charged on a daily basis from the day that any amount becomes due until it represents cleared funds into the DA

- An increase in disbursement fee from 5% to 10% on the invoice value from next billing cycle in case of continued payment default.
- > The advance payment requirement is revised to two months of billing
- The rate change & increase in advance will persist for at least 6 months and will only be reversed if airline continues to comply with the CoU terms consistently for 6 months.
- Dubai Airports reserves the right to cease airline services related to their customer processing in the event of non-compliance to advance payment terms and conditions.
- In the event an Operator has not provided adequate notice for advance payments, aeronautical charges remain payable as per Conditions of Use contact <u>billing@dubaiairports.ae</u> for more information.
- (f) For more details on the advance payment process, please contact <u>billing@dubaiairports.ae</u>.

5.2 Credit Flight

Starting Northern Winter Schedule (effective 29th October 2023), all scheduled airlines must operate under the credit terms, in line with the provisions listed below.

- (a) Credit on settlement of Airport Charges is granted only for airline Operators that successfully meet DA' credit terms and conditions. DA must secure its accounts receivable by obtaining either a Cash Deposit or Bank Guarantee valid for one year with an automatic renewal clause from a designated bank operating in the UAE before the Operator is entitled to use Dubai Airport's credit facilities.
- (b) The Operator should specify the services they require access to on a credit basis. The credit limits and required collateral will be determined by the DA. Credit limit and total estimated three months' charges will be monitored, re-calculated and re-evaluated at the end of each quarter, thus some Operators might need to provide additional collateral if their total estimated three months' charges have been apparently increased and exceeded the approved credit limit. If the Operator has appointed a GSA to be fully responsible for their operations at Dubai World Central, the GSA must provide airline authorisation documents. The invoice will be raised in the name of the airline and addressed to the GSA



- (c) . If the Operator has appointed a GSA to be fully responsible for their operations at the Airport, the GSA must provide airline authorisation documents. The invoice will be raised in the name of the airline and addressed to the GSA. The GSA and the Airline shall be obligated to update DA within 5 working days in case of in change in the relationship with the Airline to change the billing.
- (d) The credit customer must pay the full due invoices within (30) days from the date of the invoice.
- (e) Invoices are issued via email fortnightly from 01st of the month to the 14th for the first fortnight and from the 15th to the end of the month for the second fortnight.
- (f) DA has the full right to stop credit facilities and seek the collateral's encashment if one or all 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 set out by Finance Unit.
 - Customer intentionally or unintentionally did not respond to the finance notification of renewal of pertinent collateral before one month of the collateral's expiration date.
- (g) All invoices should be paid in full without any deduction and DA will not bear any charges on account of bank transfer, exchange difference, etc. It is the Operator's responsibility to provide full remittance details of the payments made to us. All remittances should be emailed to: <u>billing@dubaiairport.ae</u>. If no payment allocation is provided within 30 days of payment, the payment will be allocated to the oldest open invoice on the account.
- (h) Credit customers are requested to upgrade their collateral following the standard procedures set by DA Finance if they are expanding their operations to Dubai World Central. Operators who fail to upgrade the collateral, will be required to lodge a deposit equivalent to 3 months of operations based on anticipated flight schedule, aircraft type and passenger numbers. Deposit should be made within 2 weeks of Finance notification.
- (i) Failure to action the upgrade request after 14 days' notification from DA Finance, will result in the encashment of the collateral and the loss of credit privilege. The customer will consequently be



requested to follow the advance payment process along with applicable disbursement fee and VAT process to settle its Airport Charges.

- (j) Credit Customers can request to withdraw its submitted collateral if it decides to stop using credit facilities. In this instance, collateral would be handed over by the DA Finance Unit after two months from the requested date, in order to prepare all pending invoices and settle pending accounts of the customer.
- (k) In the event where exposure exceeds collaterals, where payments are overdue, where the Operator does not comply with credit and payment terms and conditions and/or fails to top-up collateral, credit collateral shall be encashed, the operator's credit status will be withdrawn and will instead be converted to advance payment.

5.3 Late payment policy

- (a) Any payment due to DA (including but not limited to landing, parking, security or fines) that is not paid by cheque or bank transfer in cleared funds by the due date, shall carry interest at the rate of 3% above EIBOR per annum, or 8% per annum (whichever is higher) to be charged on a daily basis from the day that any amount becomes due until it represents cleared funds into the DA bank account.
- (b) DA will invoice cash and credit Operators for such interest and the right to charge interest shall not affect any other right that DA may have. The waiver of these charges will be at the discretion of the CEO of DA under exceptional circumstances.

5.4 Charges Disputes

- (a) Disputes in general are only considered if accurate information was provided within the defined timeframe below along with the supporting data/documents.
- (b) Disputes must be raised within 30 days from the receipt of the invoice along with invoice copy and supporting documents such as Noise certificate, passenger manifest, load sheet and/or other relevant documents. Disputes which are raised beyond this time period will not be considered.
- (c) For queries regarding invoices and disputes please contact: <u>billing@dubaiairports.ae</u>.
- (d) Data delivery or invoice/dispute requests which are addressed to the wrong department are excluded from any possibility for later claims.



(e) The Operator shall not, without the express written consent of DA, be entitled in respect of any claim against DA or otherwise to make any set off or deduction from the charges. The Operator must pay all charges in full while pending resolution of any such claims.

5.5 **Penalties collection**

(a) All penalties and fines related to the Airline's operation would be first adjusted against the Airline's next billing cycle (against the outstanding).

5.6 Exemptions

- (a) Royal, diplomatic, and state aircraft are exempted from landing and parking charges.
- (b) The Operator remains responsible to provide the Airport Operation Centre all relevant documents about such movements including a copy of the diplomatic clearance to operate to Dubai World Central (DWC) in advance to: Airport Operations Control Centre (AOCC) Tel: 00971 4 504 5000 Email: aocc@dubaiairports.ae & billing@dubaiairports.ae
- (c) Diverted Flights are not exempt from Airport Charges. All relevant Airport Charges are applicable as set out on Schedule of Charges and payable by the Operator.

6. AIRPORT CHARGES

6.1 Policing

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 DA 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.

6.2 Charges on Landing

- (a) At Dubai World Central, the relevant charges for landing and the subsequent take-off of aircraft shall be paid as set out in the Schedule of Charges.
- (b) The charges will be based on MTOW (Maximum Take-Off Weight) of the aircraft submitted by the airline/Operator, rounded off to the nearest metric tonne. Therefore, Operators should submit MTOW certificate(s) which should be either from the aircraft manufacturer or from the civil aviation



authority of the host country of the carrier. In the absence of MTOW certificates, the billing will be calculated based on the highest MTOW for each aircraft type.

- (c) To ensure correct landing charges are invoiced, airlines/Operators must provide the Aircraft Noise Certificate (detailing Aircraft registration number and MTOW) to Dubai Airports Finance Unit on billing@dubaiairports.ae prior to their operations and/or should any change to an aircrafts' MTOW incur.
- (d) Should an airline/Operator fail to provide the above details, the highest level of Maximum Take Off Weight (for their respective aircraft categories/families) will be considered for landing charges, thereafter no disputes will be entertained.

6.3 Aircraft Parking Charges

- (a) The relevant charges for aircraft parking as set out in the Schedule of Charges are payable by the Operator.
- (b) 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.
- (c) Parking charges are calculated by aircraft category, either narrow body or wide body.
- (d) These charges will apply On-block time to Off-block time when the aircraft is secured on the ground.

6.4 Passenger Service Charges (PSC)

- (a) The relevant charges for Departing Passengers (excluding infants, aircraft operating crew, Transit and Transfer Passenger continuing travel within 24 hours of arrival) as set out in the Schedule of Charges are payable by outbound Airline.
- (b) The airline must ensure that correct passenger load is forwarded in DA's standard format (refer to Annex I).
- (c) PSC data submission by Email within 12 hours after ATD via standard format template (refer to Annex I).
- (d) Failure to submit accurate information in the defined standard format or within 12 hours (email) for each flight will result in penalty of full flight passenger load. Any dispute raised by the Airlines will not be entertained if the Operator fails to send the requested details on time.

6.5 Passenger Security & Safety Fee (PSSF)

- (a) The relevant charges for Departing Passengers (excluding infants, aircraft operating crew, Transit/Transfer Passengers continuing travel within 24 hours of arrival) are set out in the Schedule of Charges are payable by outbound Airline.
- (b) The airline must ensure that correct passenger load is forwarded in DA's standard format (refer to Annex I).
- (c) PSSF data submission by Email within 12 hours after ATD via standard format template (refer to Annex I).
- (d) Failure to submit accurate information in the defined standard for each flight will result in penalty of full flight passenger load. Any dispute raised by the Airlines will not be entertained if the Operator fails to send the requested details on time.

6.6 Advance Passenger Information Fee (API)

- (a) The relevant charges for Departing, Transferring, Transiting and Arriving Passengers (excluding infants, aircraft operating crew, Transit/Transfer Passengers continuing travel within 12 hours of arrival) are set out in the Schedule of Charges section of these Conditions of Use.
- (b) The airline must ensure that correct passenger load is forwarded in DA's standard format (refer to Annex I).
- (c) API data submission by email within 12 hours after ATD via standard format template (refer to Annex I).
- (d) Failure to submit accurate information in the defined standard for each flight will result in penalty of full flight passenger load. Any dispute raised by the Airlines will not be entertained if the Operator fails to send the requested details on time.

6.7 Passenger Facility Charges (PFC)

- (a) Passenger Facility Charges apply to all passengers of commercial airlines.
- (b) The relevant charges for Departing Passengers (excluding infants, aircraft operating crew, passengers in transit between two flights with the same flight number) as set out in the Schedule of Charges are payable by outbound airline.

- (c) The airline must ensure that correct passenger load is forwarded in DA's standard format (refer to Annex I).
- (d) PFC data submission by email within 12 hours after ATD via standard format template (refer to Annex I).
- (e) Failure to submit accurate information in the defined standard format of each flight will result in penalty of full flight passenger load. Any dispute raised by the Airlines will not be entertained if the Operator fails to send the requested details on time.

6.8 Security Charges

(a) Extra Security Charge is levied on all flights requiring extra security, and Security Screening Charge is levied on all Integrator flights departing from DWC.

7. SCHEDULE OF CHARGES

Airport Charges at Dubai World Central are as included in the schedule below.

7.1 Value Added Tax

All charges specified in this Conditions of Use are exclusive of VAT. The Operators, airlines and other users of the Airport shall pay the VAT where required in accordance with the applicable laws and regulations in force in the United Arab Emirates from time to time.

7.2 Charges on Landing

Landing charges are based on the MTOW:

Aircraft Landing Charges		
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	

7.3 Aircraft Parking Charges

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



Effective 29th October 2023

Reference# DWC P&C W23

Aircraft Parking Charges		
	- 6 hours free after landing (starts on block)	
Narrow body A/C	- AED 200 for first charging hour or part of it (after end of free period)	
	- AED 325 per each additional hour or part of it	
	- 6 hours free after landing (starts on block)	
Wide bedy A/C	- AED 300 per hour or part of it for first 3 charging hours (after end	
Wide body A/C	of free period)	
	- AED 550 per each additional hour or part of it	

7.4 Passenger Service Charges (PSC)

An amount of AED 75.00 per Departing Passenger.

7.5 Passenger Security & Safety Fee (PSSF)

An amount of AED 5.00 per Departing Passenger.

7.6 Advance Passenger Information Fee (API)

An Amount of AED 5.00 per Arriving, Departing, Transferring, Transiting.

7.7 Passenger Facility Charges (PFC)

An Amount of AED 35.00 per emplaning passenger.

7.8 Other Charges

In addition to the above charges, Security charge and Airport Fire Service charge are payable by the Operator as follows:

Security Charge	
Extra security charge	AED 300
Security screening charge	AED 300
(Integrators only)	

Airport Fire Service Charge	
Charge per service	AED 200

8. OTHER GENERAL RESTRICTIONS AND PROCEDURES

Inadmissible Passenger Policy

8.1 **Definition**:

An Inadmissible Passenger refers to 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, absence, expired or forged: visa, passport, travel or health documents,

8.2 Purpose:

This policy outlines the procedures and steps that must be adhered to in handling an Inadmissible Passenger arriving to or transiting through the United Arab Emirates and DWC

8.3 Procedures:

- (a) It is the responsibility of the Operator (inbound/delivering carrier) to make sure that passengers travelling to the UAE Emirates have the proper documentation. In the event of an Inadmissible Passenger arriving or transferring at DWC, it is the sole responsibility of the Operator (inbound/delivering carrier) to arrange and cover the cost of a ticker a) country of origin or b) any place where he/she is admissible.
- (b) After receiving the Inadmissible Passenger Form from the Immigration Authorities, the Operator (inbound/delivering carrier) must ensure the removal of the passenger from the country on the first available flight to the Airport of origin or to any place where he/she is admissible 'within 24 hours'.
- (c) During the waiting time, the Operator shall take full responsibility for the passenger's welfare in the terminal and provide all necessary amenities. If the period of passenger awaiting is beyond 3 hours, the operator shall provide the passengers with meals and refreshments free of charge, and in a reasonable relation to their waiting time. If the period of passenger awaiting is beyond 8 hours or necessitating an overnight stay, the operator shall provide hotel accommodation to passengers within airside facilities.
- (d) The Operator (inbound/delivering carrier) shall provide the final date of departure of the Inadmissible Passenger(s) to DA.



(e) A passenger inadmissible at the destination country that originated from Dubai, must only be sent back to the 'origin' Dubai if he/she is admissible into Dubai, otherwise the passenger must be sent to any place where he/she is admissible.

8.4 Fines

- (a) DA shall impose a fine of AED 5,000 per Inadmissible Passenger regardless of age or gender to the Operator in question.
- (b) DA will also impose an additional fine of AED 1,000 per passenger for every 24 hours calculated from actual time of arrival (ATA) (From the time the Inadmissible Passenger form is issued).
- (c) No fine cost recovery by the Operators shall take place on the premise of Dubai Airports

8.5 Billing and Collection Procedures

- (a) Finance Unit raises invoice(s) and collects penalties upon receiving the final date of departure from dnata/Airline and the Deportee Advice Form from Immigration along with the following documents:
 - (i) Passenger passport copy & visa copy
 - (ii) Ticket copy endorsed by the respective Airline/s
 - (iii) Airline name and flight number/date of operation
- (b) For more details on Inadmissible Passengers' operations and billing procedures, contact the Aviation Business Management department (refer to annexed contact list).

8.6 New Operators

- (a) Before using the Airport facilities and services, Operators must provide the Aviation Business Management team with:
- (b) Your name, address and contact details;
- (c) The names, addresses, telephone numbers and all other contact details of your key personnel who we can contact at any time for emergencies, security, operational or financial matters in connection with your operations.

8.7 Airport Security Pass

(a) Regardless of its category (temporary, permanent, vehicle, special, equipment, escorted, car, controlled area, driving permit etc.), the issuing of (an) Airport security pass(es) to individuals



and/or equipment is a process solely governed by DA in collaboration with the relevant authorities including Dubai Police.

- (b) For Airside access, relevant to Airport familiarisation, Aviation Business Development activities or inaugural flights: please contact aviation business management on <u>airline.relations@dubaiairports.ae;</u>
- (c) For Airside access of media, government or civil aviation delegations, media, community groups and suppliers, please contact Corporate Communication;
- (d) For any other request please contact the relevant pass office directly and/or refer to the Airport security pass issuance terms and conditions available with DA S&S.
- (e) DA or its designee retains the right to withhold the issuing of (a) pass(es) in the event the documentation required is incomplete, not submitted in a timely manner, a pass is already issued to another general sales agent (GSA) representing the same airline, or for any other reason deemed relevant and that may or may not be disclosed to the requestor.
- (f) DA or its designee retains the right to withdraw full or partial Airside access(es) without needing to provide any notice when any such action is considered necessary.
- (g) In the event a pass is withdrawn, cancelled, expired, or is no longer required due, for example, to the temporary suspension or permanent halt of operations of an airline: it is the sole responsibility of the pass-holder, his/her sponsor and/or the airline the pass-holder represents to return the pass to the pass office within 2 working days.

8.8 Landside Operations

All ground transportation vehicle operations upon an Airport's premises, including its terminal buildings, roadways, parking facilities, curb frontages and any other Landside ground transportation facilities, are governed Dubai Police and the Airport local regulations. The SDM or designee, shall have the right to designate areas for all ground transportation and parking activities at Airport to provide an efficient, safe and orderly parking and ground transportation system for the traveling public, and ensure the efficient use of limited capacity respective to an Airport's facilities. The SDM has the authority to institute revenue collection or traffic monitoring systems, or other systems, and can require all commercial vehicles to take all necessary actions to comply with such programme(s) at the Airport. All ground transportation activities and associated Operators will be required to comply with this program when implemented.

8.9 Airside Operations



- (a) The following GCAA regulation and guidance material is applicable to the Operators operations and is available at <u>www.gcaa.gov.ae</u> :
 - (i) Civil Aviation Regulation (CAR) ADR Part IX (Aerodromes);
 - (ii) Civil Aviation Regulation (CAR) Part X (Safety Management Systems);
 - (iii) Acceptable Means of Compliance (AMC) various;
 - (iv) Aeronautical Information Publication (AIP).
- (b) The following DA standards and recommended practices material is available via the public site and/or upon request to <u>safeguarding-aim@dubaiairports.ae</u>
 - (i) Aerodrome Manual;
 - (ii) Aerodrome SMS Manual
 - (iii) Aerodrome Emergency Plan (AEP);
 - (iv) Airside Operating Regulations (AOR);
 - (v) Airside Driving Regulations (ADR);
 - (vi) Airside Communications;
 - (vii) DA-HSE Regulations.

8.10 Disruptions

- (a) Due to limitations on the availability of facility and equipment, at times of disruption at DWC, ground delays for more than 6 diverted aircraft may be expected.
- (b) Unless the Airline is in possession of a confirmed Slot to recover to the original flight plan destination, Airlines are expected to coordinate with the ground handling agent for passenger disembarkation within 2 hours, but not greater than 3 hours after arrival. Once disembarkation is confirmed with the ground handler, a time Slot based on terminal capacity will be provided to the airline for disembarkation.
- (c) In the event of disruption, airlines are reminded to comply with the passenger welfare policy annexed hereto.

8.11 Aerodrome Safety

(a) To ensure the highest level of operational safety and a continuous improvement of safety performance at Dubai Airports, Operators (and their contracted service providers) shall maintain and operate a Safety Management System (SMS) that meets pertinent regulatory requirements and/or industry best practices. Operators shall also ensure collaboration with and adherence to Dubai Airports' SMS and relevant policies. Dubai Airports requires Airside stakeholders to:



- (i) Participate in and adhere to DA's SMS, as detailed in Part 6 of the DWC Aerodrome Manual and;
- (ii) Adhere to the DA Aviation Safety policy from Part 2 of the SMS Manual available on DA public notification site (see clause "Methods of Promulgating Information);
- (iii) Ensure that incidents and accidents Airside are reported to the Senior Manager Airside (SMA)
 on +971(0)56 788 2374 or or Airside Operations Base Ops -04 813 3551;
- (iv) Ensure that incidents and accidents within the Terminals / Concourses are reported to the relevant Terminal Duty Manager on +971(0)56 686 4922
- (v) Nominate a focal point for Airside safety concerns to the Senior Manager, Aerodrome SMS
 DWC this delegate is required to actively participate in safety forums, and coordinate their organisation's participation in safety campaigns and investigation when required;
- (vi) Proactively identify hazards, assess risks and implement controls to lower risks to As Low As Reasonably Practicable (ALARP) within their operation;
- (vii) Employ trained, qualified and competent staff, and provide evidence of qualification and training to DA upon request;
- (viii) Receive and disseminate as appropriate, all DA safety and operational instructions (see clause "Methods of Promulgating Information");
- (ix) Perform internal investigations of all serious incidents and accidents pertaining to the stakeholder's organisation and providing feedback to OMDW Aerodrome Safety.
- (x) Dubai Airports reserves the unconditional right to conduct Safety audits of stakeholders in accordance with the implemented SMS. The primary purpose of these audits is to ensure that safety, compliance and conformance standards are present, suitable, operational and effective. The audit process shall follow a structured process and as such stakeholders are required to make relevant evidence available upon request;
- (xi) If an aircraft operator chooses to operate outside the requirements provided within the Aerodrome SMS manual, evidence of their aviation safety management processes shall be submitted to the DWC Aerodrome Safety section for review and oversight.
- (xii) All aircraft operators are required to participate unreservedly in any/all safety investigations and safety audits conducted by Dubai Airports.
- (b) The Airline is responsible for passenger control between the terminals and remote parking bays and vice-versa and are liable to ensure the secure process of passenger transfers between an aircraft parked on a remote bay and the terminal buildings.



8.12 Methods of Promulgating Information

- (a) Aerodrome Operational and Technical guidance is promulgated via the following:
 - Aerodrome Manual. Available via <u>https://dubaiairports.app.box.com/v/OMDW-Aerodrome-Manual</u>
 - SMS Manual. Available <u>https://dubaiairports.box.com/v/OMDW-AerodromeSMSManual</u>
 - Aerodrome Emergency Plan (AEP). Available via <u>https://dubaiairports.app.box.com/v/OMDW-Aerodrome-Emergency-Plan</u>
 - Airside Operating Regulations (AOR). Available via <u>https://dubaiairports.box.com/v/Airside-Operating-Regulations</u>
 - Airside Driving Regulations (ADR). Available via <u>https://dubaiairports.app.box.com/v/OMDW-AD-Regulation</u>
 - Airside Safety Videos via <u>https://dubaiairports.box.com/v/AirsideSafetyVideos</u>
 - Aeronautical Information Publication (AIP), including supplements. Available via UAE GCAA.;
 - Airside Temporary Notice (ATN) Published via email and public notification site to advise aerodrome users of temporary, urgent and/or immediate changes to the airfield (infrastructure, operation, etc.);
 - Airside Safety Alert (ASA): is available through the link for Aerodrome Documentation circulated via email by the Aerodrome Safeguarding & AIM to advise aerodrome users of urgent and/or serious safety issues related to the Airport;
 - Emergency Planning Information Circular (EPIC); <u>https://dubaiairports.app.box.com/v/OMDW-Aerodrome-Emergency-Plan</u>
 - Terminal Operations Advisory Notices (TOAN): published via email to advise terminal users of temporary, urgent and / or immediate changes to the Terminal Service Delivery (infrastructure, operation, etc.)
- (b) Parties wishing to register for Airside communications must email their request, along with nominated name/title and email address to <u>Safeguarding-AIM@dubaiairports.ae</u>
- (c) The Airline Operating Committee is a standing association of airline companies operating to Dubai International Airport and Dubai World Central and is a platform created by airlines for Dubai Airports, and its stakeholders, to share relevant information and updates with the community in the areas of Airside operations, terminal operations, air traffic, commercials, operational improvements, safety and other updates. The Airline Operating Committee is a platform for the Airline community to suggest operational improvements and bring into light product or service deficiencies delivered by Dubai Airports and its stakeholders that are common to members with the aim to address them.



If you wish to become a member, please contact your dedicated Aviation Business Manager who will put you in contact with its chairman.

8.13 Fuel, Hydraulic and Dangerous Goods spillage

(a) Any Operator using the Airport, irrevocably agrees and consents, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Chief Executive Officer of DA (the "*CEO*") or his designee may take any/all necessary action(s) to effect the prompt cleanup of an aircraft, and/or vehicle, fuel and hydraulic/dangerous goods spillage and the disposal of contaminated materials required for the clean-up; any Operator using the Airport, further irrevocably agrees, consents and undertakes to pay to DA, any costs incurred by or on behalf of the Airport for any such cleaning and disposal of contaminants on "Polluter Pays Principle".

8.14 Foreign Object Debris (FOD)

(a) DA operates according to a 'zero tolerance' FOD policy and requires all Operator and visitors to abide by the principles of Zero-FOD in all operations at the Airport, and the provisions of operational notifications, as promulgated via ATN/ASA.

8.15 Airside Driving

(a) Airside driving standards are governed by the provisions of the Airside Driving Permit (ADP) system, stipulated by the Airside Driving Regulations (ADR) of DA. Possession of a valid ADP/AVP is mandatory for all Airside vehicle/GSE operation. More information, including the application and training process, is available at: <u>https://dubaiairports.app.box.com/v/OMDW-AD-Regulation</u>

8.16 Safety, Health & Environment

(a) It is the mission of DA to provide a safe and healthy work environment and to ensure the safety and health of our customers. Operators who conduct business at DWC facilities are encouraged to use a proactive approach in ensuring that all employees and customers have an environment that is free from recognised safety and health hazards that could cause accidents and injuries. All Operators who conduct business at DWC facilities have a duty and the obligation to comply with all applicable safety and health standards and with all rules, regulations and orders that apply to their employees' actions and conduct on the job. The Operators and contractors should follow safety and health standards that have been set forth by DA S&S.

8.17 Smoking

Smoking is not permitted inside Dubai World Central terminals, concourses, airside and aerodrome facilities except in areas that have been designated and approved as smoking areas. This includes the use of cigarettes, e-cigarettes, and vaping devices.

8.18 Service Delivery

- (a) To ensure the highest level of customer service delivery and a continuous improvement of service standards at Dubai Airports, Operators (and their contracted service providers) shall maintain a minimum Level of Service (LOS) that meets pertinent regulatory requirements and/or industry best practices. Operators shall also ensure collaboration with, and adherence to, Dubai Airports' Customer Service Delivery principles. Operators irrevocably agree, consent and undertake to pay to DA, any and all costs incurred due to measures and initiatives it may take to ensure the minimum LOS towards passengers are met at all times.
- (b) Airlines must ensure that their Service Level Agreement (SLA) with their handling agent provides for sufficient resource to ensure that their passengers remain within their uni-queue footprint in front of their desks throughout their check-in opening times'

8.19 Commercial Photography, Film and Recording on Airport property

- (a) Unless authorised in writing by DA and Dubai Police, no person shall take still, motion, or sound motion pictures or sound records or recordings of voice or otherwise for commercial, training or education purposes, other than news coverage, or use electronic amplification devices in public areas of the terminal or on the public areas of any facility under the administration of DA.
- (b) Additional permits may be required from the Dubai Film & TV Commission, please coordinate with Aviation Business Management team for further details.
- (c) DA, its authorised representatives and agents reserve the right to photograph and/or film airline facilities, vehicles, equipment, personnel and/or aircraft in the context of general Airport operations as part of its efforts to create communication support materials to establish the context of its international operations and client base for use on its website, newsletters and internal and/or international communication vehicles. Any independent media or third-party requests to film or take pictures of specific airline brands or operations will be referred directly to the airline representative for review and approval as required.

8.20 Media and other Commercial Activity on Airport Property

- (a) Unless authorised in writing by DA, no person shall post or distribute commercial signs, advertisements, literature, circulars, pictures, sketches, drawings, handbills, or any other form of printed or written commercial matter or material at the Airport.
- (b) Any media related activity must obtain prior written approval through DA Aviation Business Management Refer to Contact list.
- (c) 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 remove and store the materials immediately after closing the counters, including all stationaries.
- (d) Airline Operators should contact Aviation Business Management for approval of displaying materials (operational and promotional) in the check-in area and boarding gates.
- (e) For displaying non-operational materials and promotional campaigns, airline Operators should contact the Commercial Unit directly on the following address the Advertising Sales Team Tel: 009714 216 6905 Email: <u>Commercial@dubaiairports.ae</u>
- (f) DA conducts regular audit exercises, airline Operators will be asked to remove unnecessary materials within 15 minutes after counters' closure time, to allow for adequate time for those counters to be used effectively by the other operator. For any reoccurrences observed, DA reserves the right to immediately confiscate and/or dispose any airline material (including stationaries).

9. ANNEXES:

9.1 Annex I: Passenger Charges Data Submission format (PSC, PFC, PSSF & API)

(a) Submissions by email

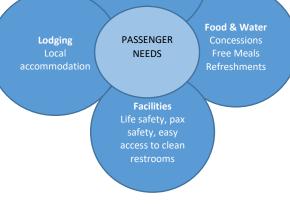
Effective 28th October 2018, submissions by Email must be done via a specific Excel template available on the corporate section of<u>www.dubaiairports.ae</u> (under conditions of use & airport charges). Total passenger figures must match totals in LDM otherwise the highest value will be applied, and no disputes will be accepted.

(b) Effective 31st October 2021, airlines that do not comply with LDM messaging requirements set in 2.26 Operational Data on either leg of the flight will be charged full load on the rotation, and no disputes will be accepted.



9.2 Annex II: Passenger Welfare & Consumer Protection

- (a) Dubai Airports is a complex environment, bringing together multiple stakeholders, including airlines, ground handlers, air traffic controllers, security and border control, caterers, transport providers and maintenance services. Most of the time, these organisations interface with a joint commitment to maintain high standards of safety, and a hassle-free experience to the vast majority of the 90+ million passengers who fly in and out of DXB and DWC every year. Complexity also means that when things go wrong, the impact on passengers can be severe with direct impact on the experience and reputation of the Airport and the entire city. To be successful, Dubai Airports customer service delivery requires an airport community approach to airport planning and management during critical times. Passengers' welfare has been identified as a critical risk to the successful management of disruption/crisis. In order to provide an end-to-end passenger experience that is secure, seamless and efficient, Dubai Airports jointly with airport partners has set principles for the passengers' welfare policy based on 3 main driving factors during Business disruption:
 - 1. TTOR- Target time of recovery, impact analysis
 - 2. Passenger expectations
 - 3. Airport Capacity
- (b) During business disruption, it is critical to consider passenger needs during the development of business continuity plans. The needs of passengers on board, terminal during lengthy delays or diversions vary, and require special attention. The diagram illustrates key four areas of passengers' needs, which are considered in the Passenger Welfare Plans.



Food & Water

- (c) Schedule disruption could be caused by either flight diversions, cancellation, flight delay or major incident causing airport closure or significant capacity reduction.
- (d) During any period of flight disruption, airlines shall ensure compliance with this policy and assume full accountability in addressing passengers' minimum welfare requirements.
- (e) Communication and Information



- During any type of disruption, the affected airline shall nominate/delegate an informed representative to communicate with passengers and with Dubai Airports Operations and ensure full availability at all times.
- The Airline representative or its official appointed representative, as agreed between both parties, should be in contact/available throughout the period of disruption.
- In the event of a flight cancellation, the airline shall notify DA AOCC immediately after the decision and notify passengers within the first hour of the cancellation decision.
- > In case of a flight diversion or delay, the airline representative shall provide regular updates to passengers, DA AOCC every hour.
- Disruption details and information shall be reflected on the airline's social media channels and website if available, also communicated via SMS or phone calls.

(f) Provision of Support

- Priority shall be given during the whole period of disruption to all affected passengers including vulnerable passengers such as passengers with reduced mobility, special needs, unaccompanied children, senior citizens, and families with young children.
- Disruption areas shall be manned adequately to ensure full support is provided to passengers during the rebooking, cancellations, hotel accommodation and refund request process. The airline shall rebook the next available flight to be as convenient as possible.
- The airline shall provide the passengers, DCAA consumer protection, and DA Terminal Duty Managers with the 24/7 rebooking centre contact details.
- During any type of disruption within or beyond 3 hours, the airline shall provide the passengers with meals and refreshments free of charge, and in a reasonable relation to their waiting time as detailed below:

Location: on board, maximum hold on board is 3 hours in absence of disembarking decision.

Type of service: refreshment, disruption meal box

Location: Passenger terminal building, disruption lounge, holding area near gate 2,

Type of service: refreshment:

During any type of disruption beyond 8 hours or necessitating an overnight stay, the airline shall provide hotel accommodation to passengers and transport between the airport and place of accommodation. Airline should provide clear complaint procedures to passengers.

DA will reserve the rights to assist passengers directly with catering provision if the affected airline does not comply with the above minimum standards, all costs incurred by us shall be fully charged back to the defaulting airline and payable on demand.

(g) Passengers' communication:



Effective 29th October 2023 Reference# DWC P&C W23

- Timely and accurate communication with passengers is critical to reducing the impact of disruption ensuring passengers get the expected outcome as the experience is determined principally by the information they receive. In the event of flight delay or diversions, passengers on board should not be held more than 3 hours and must be immediately informed and updated every hour of the status of their flight and actions planned. In the event of passengers' debarkation, flight screens throughout the terminal and public announcements shall be activated by Dubai airports AOCC and updated every 1 hour or during situation changes or escalation. Key information required (but not limited to):
- Flight status, Gate information, Baggage information, Areas to rearrange flight booking and complaint methodology.

Communication method:

Announcement on board, Announcement on bus, Social media, Airline website, Dubai airports website and display screens through Passenger Terminal building, Airport operating system (UFIS) timely update, Information through direct contact with passengers.

(h) Key Contacts

Airport Operations Control Centre (AOCC) 00971(0)45045000 DWC Terminal Duty Manager, 00971(0)566864922 DCAA Aviation Consumer Protection Unit, 00971(0)4777 0480 DCAA Operations, 00971(0)566869128

9.3 Annex III: Contact Information

DUBAI AIRPORTS	Tel	Email	SITA	AFTN
Aviation Business Management		airline.relations@dubaiairports.ae		
Airport Operations Control Centre (AOCC) 24/7	+971(0)4 504 5001	aocc@dubaiairports.ae		
Corporate communication		ali.zaigham@dubaiairports.ae Corporate.communication@dubaiairports .ae		
Safety and Sustainability (DA S&S) Aerodrome Safety (SMS)		safety.sustainability@dubaiairports.ae smsdwc@dubaiairports.ae		
Security Department		airline.relations@dubaiairports.ae		
Finance (Billing)	+971(0)42162018	billing@dubaiairports.ae		
Finance (Cash office)	+971(0)4 2162142	central.cashoffice@dubaiairports.ae		

Reference# DWC P&C W23

مطارات دبت DUBAIRPORTS

Effective 29th October 2023

Reference# DWC P&C W23

Senior Manager Airside (SMA)	+971(0)567882374	SMA-DWC@dubaiairports.ae
Terminal Duty Manager	+971(0)566864922	DWCTerminalandCargoOPS@dubaiairports.ae
DUBAI CIVIL AVIATION AUTH	ORITY (DCAA)	
Executive Director	+971(0)4 777 0440	
Air Transport & International		
Affairs Sector		air trapport@dcaa.gov.aa
P.O. Box 49888	071(0)50000100	air.transport@dcaa.gov.ae
Dubai, UAE.	+971(0)566869128	
www.dcaa.gov.ae		
ACL (SCHEDULES FACLITIATO	DR)	
Dubai (Monday to Thursday		
0730 - 1600 GST, Friday		slots@acl-international.com
0730-1230 GST)	+971 58 546 4873	Siots(waci-international.com
Terminal 1 Departures lower	+911 30 340 4073	
Level 2525 Dubai International		
www.online-coordination.com		
UK (Monday to Friday 1230-		slots@acl-international.com
2030 GST)	+44 208 564 0626	
2030 031)	144 200 304 0020	
	+44 208 564 0626	

9.4 Annex IV : Dubai Airports Account details

Account Number	AED 1012001079604
Account Name	DUBAI AIRPORT CORPORATION - REVENUE
IBAN	AE130260001012001079604
Registered Address	P.O. Box 2525, DUBAI, UAE
Account Type	CURRENT ACCOUNT
Account Opened Date	14-02-2020
Branch Name	GROUP HEAD OFFICE BRANCH
Swift Code	EBILAEAD

Account Number	AED 1012001079602
Account Name	DUBAI AIRPORT CORPORATION - AMANAT
IBAN	AE670260001012001079602
Registered Address	P.O. Box 2525, DUBAI, UAE
Account Type	CURRENT ACCOUNT
Account Opened Date	14-02-2020
Branch Name	GROUP HEAD OFFICE BRANCH
Swift Code	EBILAEAD

Local Rule

Dubai World Central Airport

9.5 Annex IV

Positioning, Training and Technical Stop Flights

Dubai World Central (DWC) has been temporarily designated as IATA Level 3 during the period of United Nations Climate Change Conference (COP28) in Winter 2023 season between Tuesday 28 November 2023 and Thursday 14 December 2023. This move reflects increasingly scarce capacity and the intention to implement a scheduling process that can promote best utilisation of the capacity in these periods during the period of COP28.

ADDITIONAL SCHEDULING RULES AT DUBAI WORLD CENTRAL AIRORT (DWC) FOR POSITIONING, TRAINING AND TECHNICAL STOP OPERATIONS:

Positioning flights (IATA SSIM Chapter 6 service type P) are not permitted at Dubai World Central Airport during the period of COP28 in Winter 2023 season.

Training flights (IATA SSIM Chapter 6 service types T & K) are not permitted at Dubai World Central Airport during the period of COP28 in Winter 2023 season.

Technical Stop operations (IATA SSIM Chapter 6 service type X) are not permitted at Dubai World Central Airport during the period of COP28 in Winter 2023 season.

*Technical Stop operations related to flights approved via local diplomatic channels are exempt from these restrictions.

For further clarification, please contact the Aviation Business Development team.

Aviation Business Management

Research

Email: <u>Airline.Relations@dubaiairports.ae</u>

Issue Date: 06 September 2023.