# مطارات دبري DUBAIRPORTS

Conditions of Use

Conditions of Use Category: General Aviation Airport: Dubai International (DXB) Effective date: Northern Summer 2024 season

- A. This edition of Conditions of Use replaces the Northern Winter 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/FBOs that use any facilities at the Airport. An Operator/FBO 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/FBO 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/FBO 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/FBOs have breached any of these Conditions.



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# 1. DEFINITION OF TERMS

'ACL' the 'Coordinator' or the 'Slot Coordinator' means Airport Coordination Limited;

'ADP' means Airside Driving Permit;

'AED' or 'Dirham' is means 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<sup>st</sup> January for the following summer Season or on 31<sup>st</sup> August for the following winter Season;

'Airport' or 'DXB' or 'OMDB' means Dubai International airport;

'Airport Charges' means charges levied in connection with the landing, parking and other services offered at the Airport to the Operator including, but not limited to, security charges, aerobridge charges, passenger service charges and passenger safety and security fees;

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

'AOCC' means Airport Operations Control Centre

'AVP' Airside Vehicle Permit;

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

'Chapter 2' aircraft type refers to aircraft with noise standards described in Chapter 2 of Annex 16 – Volume 1 '*Sub*sonic Jet Aeroplanes - Application for Type Certificate Submitted before 6<sup>th</sup> October 1977'. Noise evaluation measurement to effective perceived noise level in EPNdB shall be 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;

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

'DWC' means Al Maktoum International - Dubai World Central;

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'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 and any ecological systems and living organisms (including man) supported by those elements;

'FOD' means Foreign Object Debris;

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

'GA' or 'General Aviation' refers to all flights other than military 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;

'GCAA' means UAE General Civil Aviation Authority;

'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;

**'MTOW'** or **'Maximum Take-Off Weight'** in relation 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 circumstances in accordance with Certificate of Airworthiness in force for the aircraft;

'Narrow body aircraft' shall mean any single aisle plane with seats arranged 2 to 6 abreast, typically 3 to 4 meters (10 to 13 feet) in diameter 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 means the organisation that is responsible for the management of that aircraft. In General Aviation, it refers to a person/agent /company operating an aircraft;

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

**'Passenger charges'** refers to the charges on passenger services collected by the FBO as listed in the Schedule of Charges;

'DA S&S' means Dubai Airports Safety & Sustainability Department

'Schedule of Charges' means the schedule as seen in clause 2.5;

'SDM' means Senior Duty Manager-Passenger;

'Season' refers to scheduling seasons;

'SMA' means Senior Manager Airside;

**'Transfer Passenger'** means any 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 aircraft is operating through flight transiting the Airport. It also refers to a passenger in transit through the Airport who must depart in a substituted aircraft;

'UAE' means the 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 mean any twin-aisle plane with seat arranged 7 to 10 abreast, typically of 5 to 6 meters (16 to 20 ft.) in diameter 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 FBO/Operator and DA and that apply to and govern the FBO/Operator use of the Airport facilities and services. A copy of these Conditions of Use is provided to the FBO and, in addition, is made available on DA's website.
- 2.2 These Conditions of Use take effect from the Norther Summer 2024 and replace all previous editions of the Conditions of Use.
- 2.3 Effective Northern Winter 2023, the FBO shall provide DA (by email to airline.relations@dubaiairports.ae) with a copy of these Conditions of Use signed by the FBO for acceptance. The FBO shall also procure a copy

of these Conditions of Use signed by the Operator for acceptance. However, if the FBO does not provide DA with a signed copy of these Conditions of Use, by the FBO/Operator use or continuing use of the Airport facilities and services the FBO/Operator 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 FBO/Operator.

# 2.4 Nothing in these Conditions of Use shall:

- (a) confer or be deemed to confer to the FBO/Operator 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.
- 2.5 These Conditions of Use is for General Aviation operations only. For passenger and cargo operations, please refer to the relevant version of the Conditions of Use available on <u>www.dubaiairports.ae</u>

# 3. GENERAL COMPLIANCE

## 3.1 Conditions Of Use

- (a) Operators must comply with instructions, orders or directions published from time to time by Dubai Airports that may supplement, vary or discharge any of the terms and conditions of use set out herein.
- (b) 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 Dubai Airports, 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>
- (c) Dubai Airports in coordination with the local authorities has the right to inspect any aircraft or facilities at the Airport as per the HSE Laws to ensure compliance with the rules and regulations.
- (d) Operators are reminded that in the prevailing ambient conditions, their aircraft must be able to meet the published minimum climb gradients for departure from DXB. Payload must be adjusted

accordingly to ensure these requirements are met. Evidence that aircraft do not exceed MTOW shall be provided to the Dubai Civil Aviation Authority (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.

- (e) Operators are responsible for ensuring that flight plans submitted by their office or agent comply with correct ICAO flight planning principles.
- (f) 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.
- (g) Chapter 2 (Noise Requirement Certification) aircraft are not allowed to operate to DXB.
- (h) No Operator shall operate to or from DXB without first obtaining slots from the appointed schedules coordinator, Airport Coordination Limited (ACL).
- (i) Fixed Based Operators are mandated to offer services solely to General Aviation flights.
- (j) Transit/Transfer Passengers on GA flights arriving to DXB and continuing their journey to another destination by commercial airline or any other GA flights must hold proper documentations to enter the United Arab Emirates including connecting tickets, visa, etc.
- (k) 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 the UAE Safety Regulations to ensure compliance with the international laws, rules and regulations - Federal Act No. 20 of 1991 Article 4, 46 & 68.
- (I) 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 (see clause "methods of promulgating information") to the proper sites to assist the Operators in gathering information concerning codes, regulation and ordinances during normal business hours. These documents will include:
  - A. Dubai Airports Corporation Safety & Environment Policy; https://dubaiairports.box.com/v/DA-SafetyandEnvPolicy2021
     Dubai Airports Contractors Health Safety Guidelines https://dubaiairports.box.com/v/DA-Contractor-HandS-Guide
     FOD Policy; https://dubaiairports.app.box.com/v/DA-FODPolicy
  - B. HSE Regulations;
  - C. Aviation Security Policy;
  - D. Aviation Safety Policy <u>https://dubaiairports.app.box.com/v/DAAviationSafetyPolicy-English</u>
  - 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>

It is obligatory on Operators to ensure all of their personnel are well aware and fully understand the requirements stipulated in the supplementary documents.

(b) Terminal Operations Advisory Notices are distributed by email, please contact



aocc@dubaiairports.ae to subscribe.

(c) Aviation Safety Alerts, Airside Temporary Notices are distributed via email. Please contact <u>safe-guarding-aim@dubaiairports.ae</u> 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 the United Arab Emirates. Dubai Airports and the Operator/FBO irrevocably agree to the exclusive jurisdiction of Dubai Courts in respect of any dispute.

## 3.4 Liability

- (a) In any event, neither Dubai Airports, nor their respective employees 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 the Dubai Airports or their employees 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 or Abandoned Aircraft

(a) The FBO/Operator acknowledges, agrees and undertakes to ensure that any owner, lessee, Operator or other person having the control, or the right of control of any 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 FBO/Operator shall further ensure that any owner, lessee, Operator or any other legal person having control, or the right of

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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 Dubai Airports or his designee may take any and all necessary action to effect the prompt removal or disposal of Disabled 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 Dubai Airports; that any claim for compensation against Dubai Airports and any of their officers, agents or employees, for any and all loss or damage sustained to any such Disabled or Abandoned aircraft, or any part thereof, by reason of any such removal or disposal is waived, and that the owner, lessee, Operator or any other legal person having control, or the right of control, of said aircraft shall indemnify, hold harmless and defend the Dubai Airports 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 FBOs and/or the Operators are required to forward their Aircraft Recovery Plans to the Dubai Airports Emergency Planning Department and to include copies of their Aircraft Recovery Manuals/Documents to <u>Emergency planning@dubaiairports.ae</u>

(b) The FBO/Operator further acknowledges, agrees and undertakes to cause any owner, lessor, or any other party having an interest in the aircraft it operates, to agree to be bound by, and be jointly and severally liable for the obligations under this Clause 3.6.

# 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 to the DA Emergency Planning Department;
  - 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 (dnata/FBO) 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 Dubai Airports to Control the Airfield

The Chairman of Dubai Airports, 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 take-off 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 Chief Executive Officer or his designee, the Operator of any aircraft parked or stored at the Airport shall move said aircraft from the place where it is parked or stored. If the Operator refuses to comply with such directions, the Chief Executive Officer may order such aircraft moved at the expense of the owner or Operator, and without liability whatsoever 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 during noise sensitive hours, or 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 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 an 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.

# 3.12 **Operational**

New and existing Operators

- (a) 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: Executive Director
  Air Transport & International Affairs Sector
  Dubai Civil Aviation Authority
  Dubai International Airport
  P.O. Box 49888
  Dubai, UAE
  Tel: +971 (0)4 777 0440
  Mobile: +971(0) 56 6869128
  Fax: +971 (0)4 2244502
  Email: air.transport@dcaa.gov.ae
  Website: www.dcaa.gov.ae
- (b) 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 <u>air.transport@dcaa.gov.ae</u>

## 3.13 Schedule Coordination

- (a) DXB is designated as IATA Level 3 Coordinated Airport. All flights shall operate in accordance with confirmed slots allocated in advance of the operation. All flights remain subject to prior DCAA landing and traffic rights approval.
- (b) No Operator shall operate to or from DXB without first obtaining schedule clearance from the slot coordinator appointed by Dubai Airports (ACL) and prior landing permission from the DCAA.
- (c) The appointed slot coordinator, on behalf of Dubai Airports, 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/FBOs are expected to work constructively with the appointed schedule coordinator ACL to reduce demand in those periods to levels below capacity limit through the accommodation of their schedule in less busy periods.
- (d) 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 change request, a cancellation request and request or a new slot in IATA SSIM chapter 6 format to <u>slots@acl-inter-national.com</u> or via the online coordination system (OCS). OCS may be unavailable periodically due to the maintenance of the system
- (e) Requests for GA movements at DXB are to be processed by the Operators' appointed FBO.
- (f) Requests for movements before the time of operations are to be processed by the FBO with ACL, Monday through to Friday:
   Email: <u>slots@acl-international.com</u>
   Tel: +44 (0) 208 564 0626 or +971 58 546 4873
- (g) For movements within 24 hours of operations, or out of ACL's office hours, requests should be directed by the FBO to the Airports Operations Control Centre (AOCC) at:
   Email: <u>aocc@dubaiairports.ae</u>
   Tel: +971 (0) 4 504 5001
- (h) Helicopter movements are restricted to DAW (Dubai Airwing) premises only and remain subject to DAW's explicit approval. All requests for helicopter movements must be done via AOCC and not via ACL.
- (i) Operators using code F aircraft should apply for schedule clearance at a minimum 72hours prior to arrival.

- (j) Operators/FBOs operating Code C, D, E, F aircraft with a ground time at DXB greater than 24 hours must ensure that the aircraft is towed back to the FBOs dedicated apron as soon as practicable. If towing is not possible prior to 24 hours since arrival at DXB, then the aircraft must be relocated to DWC.
- (k) Further details on the schedule facilitation process for General Aviation movements can be obtained from ACL on <u>current\_season@acl-uk.org</u> (current season queries) and future\_season@acluk.org (future season queries).
- (I) Operators are responsible for ensuring handling and parking is confirmed with their FBO/handling agent.
- (m) Local Rules, including but not limited to the slot enforcement rules as seen in Annex 1, aimed at improving utilisation of capacity at DXB have been introduced and form part of these Conditions of Use. It is the Operators' responsibility to be familiar with the rules. Details of these local rules may be found under the relevant Airport tab on the coordinators website <u>www.acl-uk.org.</u>
- (n) Operator's performance is monitored according to the confirmed coordinated slot times. Poor performance or the intent to operate in a manner other than agreed with the coordinator may be investigated and action taken in line with the DXB - Slot enforcement local rule. All Operators are required to cooperate and provide any information requested by the coordinator during investigation.

# 3.14 Ground Handling

(a) Jet Aviation and Execujet Aviation Group are fixed base Operators for General Aviation aircraft at DXB. Handling requests should be sent to either of the two designated FBO's at the following addresses:

Execujet Middle East - Dubai	Jet Aviation
Tel. +971 (0)4 601 6363	Tel. +971 (0)4 207 3411
Fax. +971 (0)4 299 7818	Fax. +971 (0)4 299 0701
fbo.omdb@execujet-me.com	pah@jetaviation.ae
www.execujet <b>.net</b>	www.jetaviation.com

# 3.15 Flight Catering



(a) As per DA safety and security standards, Operators are not permitted to purchase onboard 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 2086764	Services	Tel: +971 (0)4 208 6858 /
Email: coosec1@ekfc.ae	Tel: +971 (0)4 2086792 / 6748	6726
	Email: csm@ekfc.ae /	Mobile: +971 (0)56 994 8112
	<u>csmsec@ekfc.ae</u>	Email: <u>viporders@ekfc.ae</u>
		SITA: DXBKCXH

## 3.16 Payment

- (a) All payments are arranged and made by the appointed FBO to the Airport.
- (b) Credit on settlement of Airport Charges is granted only to FBO/handling agent that successfully meet Dubai Airport's 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 statement from a designated bank operating in the UAE before the Operator is entitled to use DA's credit facilities.
- (c) The FBO/handling agent should specify the services they require access to on a credit basis. The required collateral will be determined by DA. 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 collateral amount
- (d) The FBO/handling agent shall pay the full due invoices within (30) days from the date of the invoice.
- (e) Dubai Airports 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 collateral amount and the customer intentionally or unintentionally did not settle the difference;



- The total expected three months' charges exceeded the collateral amount 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 Unit's notification of renewal of pertinent collateral before one month of the collateral's expiration date.
- (f) All invoices should be paid in full without any deduction and Dubai Airports will not bear any charges on account of bank transfer, exchange difference, etc. It is the Operators 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.
- (g) The FBO/handling agent 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 Dubai Airports' Finance Unit after two months from the requested date, in order to prepare all pending invoices and settle pending accounts of the customer.

# 3.17 Penalties collection

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

## 3.18 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 highest) 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) Dubai Airports will invoice the Operator/FBO 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 Chief Executive Officer of Dubai Airports under exceptional circumstances.
- (c) Finance contact details for queries:

Tel: 00971(0)4 2162142 Email: central.cashoffice@dubaiairports.ae



## Tel: 00971(0)4 2162018 Email: billing@dubaiairports.ae

### 3.19 Data

## (a) Data submission

- Queries regarding data delivery should be sent to the Airport Operations Control Centre (AOCC) at <u>aocc@dubaiairports.ae</u> or refer to the contact details paragraph.
- (ii) 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.

## (b) Reference data

- (i) The Operators shall, or shall ensure that its appointed handler/FBO, furnish on demand, in such form as the Airport may from time to time to determine:
  - Fleet details including aircraft type and registration, number of seats, 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 DXB with flight durations;
  - Flight plan call signs matching the flight number.

## (c) Payload data

- (i) The Operators shall, or shall ensure that its appointed handler/FBO, furnish on demand, in such form as the Airport may from time to time to determine:
  - Information related to the movement of its aircraft or aircraft handled by the agent at the airport within 24 hours 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;
  - Details of the Maximum Take-Off Weight in respect of each aircraft owned or operated by the Operator;
  - The name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.
- (ii) The Operator should submit the Passenger Name List (PNL) to the appointed handler/FBO
   24 hours prior to the flight departure in agreed format to SITA: HDQKMEK

#### (d) Operational data

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- (i) The Operators shall provide, or ensure that the appointed handler/FBO provides Dubai Airports with accurate operational data as listed hereafter, in a timely manner, conforming to IATA messaging and communication standards and preferably by automatic electronic means:
  - Aircraft type and registration;
  - > Appointed FBO;
  - Planned schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation);
  - Actual schedule (including flight number, aircraft type, number of seats, route and actual time of operation);
  - Estimated times of operation;
  - > Actual times on and off stand (including stand departure delays greater than 15 minutes);
  - > Turnaround linked flight numbers and registrations (including changes);
  - > Arrival and Departure Passenger Transfer Manifest, including crew (PTM);
  - Operator's name and address;
  - Reason for operation;
  - Arrival and Departure load distribution messages (LDM);
  - Movement Messages (MVT);
  - Baggage Messages (BSM/BPM) where possible;
  - Delay notice, aircraft change, flight cancelation notification, route change (prior to the scheduled and approved operation); and
  - Emergencies, security threats, technical flights etc.

## 3.20 Emergency Services:

For all types of emergencies including medical emergencies, Operators/airlines should contact the emergency services cell in Airport Operations Control Centre (AOCC) on 009714 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, losses, costs, and/or expenses whatsoever suffered or incurred pursuant to the report.

# 4. AIRPORT CHARGES

## 4.1 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 Chief Executive Officer of Dubai Airports 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.

## 4.2 Charges on Landing

- (a) 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 certificate of the aircraft submitted by the Operator/FBO, rounded off to the nearest metric tonne. Therefore, Operators should submit their MTOW certificate(s) from the aircraft manufacturer or from the Civil Aviation Authority of the carriers' host country, failing which, the billing will be calculated on highest MTOW for each aircraft type (<u>bill-ing@dubaiairports.ae</u>).
- (c) When the Operator/FBO fails to provide the above details, the highest level of MTOW for their respective aircraft categories/family) will be considered for landing charges and no dispute will be entertained.
- (d) The charges will be collected by the appointed FBO.

# 4.3 Aircraft Parking Charges

- (a) Each FBO has been assigned dedicated apron. Please contact the appointed FBO for the applicable aircraft parking charges.
- (b) Aircraft parked outside of the designated FBO parking area will be charged at the standard commercial parking tariff as set out in the Schedule of Charges plus a 20% penalty fee and without any free parking period. These charges will be based on the number of hours occupying the assigned parking bay.
- (c) The Charges will be collected by the appointed FBO.

# 4.4 Security Charge

Security Screening Charge is levied on all General Aviation flights departing from DXB and any other flights requiring extra security at the gate.

# 4.5 Airport Charges increase and inflation

Dubai Airports reserves the right to adjust rates providing sufficient notice. Increases pertinent to inflation in particular shall be communicated on a yearly basis.

# 4.6 Exemptions

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(a) Royal, diplomatic, and state aircraft are exempted from landing and parking charges. However, the Operator remains responsible to provide the Airport Operation Control Centre (AOCC) with all relevant documents including a copy of the diplomatic clearance in advance to:

> Airport Operations Centre (AOCC) Tel: 00971 4 504 5001 Email: aocc@dubaiairports.ae and billing@dubaiairports.ae

- (b) Diverted flights are not exempted from Airport Charges. All relevant and applicable Airport Charges as set out in the Schedule of Charges are payable by the Operator.
- (c) Charges Disputes
  - (i) Disputes must be raised within 30 days from the receipt of the invoice, along with the invoice copy and all relevant supporting documents (such as towing movement messages). Disputes submitted beyond this timeframe will not be entertained.
  - (ii) All disputes must be submitted along with accurate information pertinent to the dispute and in the standard format template. For disputes, please contact <u>billing@dubaiairports.ae</u>
  - (iii) Data Delivery or invoice dispute requests which are addressed to the wrong department are excluded from the possibility of a later claim.
  - (iv) 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. SCHEDULE OF CHARGES

# 5.1 Value Added Tax

All charges specified in this Conditions of Use are exclusive of VAT. The Operators, FBOs, 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.

## 5.2 Charges on Landing

Landing charges are based on the MTOW	
Up to 4.5 tonnes	AED 16.00 per tonne
4.5 – 45 tonnes	AED 18.58per tonne
Over 45 tonnes	AED 20.19 per tonne

5.3 Dubai Airports will apply a 50% premium on slots availed during specific peak hours of operations. Runway peak hours of operations starting Northern Summer 2023 season are defined as:

Arrival Peak	Departure Peak
01.00-02.59	03.00-07.59
07.00-09.59	10.00-11.59
14.00-20.59	16.30-19.30
	22.00-00.59
All times in UTC	

# 5.4 Aircraft Parking Charges

- (a) Please contact the appointed FBO for the applicable parking charges.
- (b) DXB Standard Commercial Parking Charges calculation are as follows, based on the number of hours on ground occupying a parking bay:

Aircraft Type	Charges
	AED 289 for first charging hour
Narrow body aircraft	AED 472 per each additional hour
	AED 435 per hour for first 3 charging hours
Wide body aircraft	AED 797 per each additional hour

(c) The above parking charges are applicable to GA aircraft parking outside of the dedicated FBO stands with an additional 20% premium.

# 5.5 Other Charges

(a) In addition to the above charges, Security charge and Fire Coverage charge are payable by the Operator as follows:

Security Charges	
Charge per service	AED 300 flat rate per usage (flights that require additional security at gate)
Charge per departing flight	AED 300 per departing flight for screening
Fire coverage charge	Charges
Charge per service	AED 200

# 6. OTHER RESTRICTIONS & PROCEDURES

## Inadmissible Passenger Policy

## 6.1 **Definition**

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, absence, expired or forged: visa, passport, travel or health documents.

## 6.2 Purpose

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

### 6.3 Procedures

- (a) It is the responsibility of the appointed FBO to make sure that passengers travelling to the United Arab Emirates have the proper documentation. In the event of an Inadmissible Passenger arriving or transferring at DXB, it is the sole responsibility of the FBO to arrange and cover the cost of a ticket to 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 FBO must ensure the removal of the passenger from the country on the next available flight (private or commercial) to the Airport of origin or to any place where he/she is admissible 'within 24 hours'.
- (c) During the waiting time, the assigned FBO 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 DXB airside facilities.
- (d) The FBO 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.
- 6.4 Fines

- (a) Dubai Airports shall impose a fine of AED 5,000 per Inadmissible Passenger regardless of age or gender to the FBO in question.
- (b) Dubai Airports will also impose an additional fine of AED 1,000 per passenger for every 24 hours calculated from actual time of arrival (ATA).
- (c) Dubai Airports concedes that the FBO may seek compensation from the responsible GA Operator for any associated cost and/or fines imposed on the FBO resulting from the GA Operators' failure to comply with the Inadmissible Passenger Policy.

# 6.5 Billing and Collection Procedures

- (a) Finance Unit raises invoice(s) and collects penalties upon receiving the final date of departure from the FBO and the Deportee Advice Form from Immigration along with the following documents:
  - a) Passenger passport copy & visa copy
  - b) Ticket copy endorsed by airlines
  - c) Airline name and flight number/date of operation
  - The above-mentioned documents are to be submitted within 24 hours of operation.

For more details on Inadmissible Passengers' operations and billing procedures, contact the Aviation Business Management department (refer to annexed contact list).

## 6.6 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 Dubai Airports in collaboration with the relevant authorities including Dubai Police.
- (b) For airside access, relevant to Airport familiarisation, Aviation Business Management activities or inaugural flights only: please contact Aviation Business Management on <u>airline.relations@dubaiairports.ae</u>
- (c) For airside access for government or civil aviation delegations, community groups and suppliers only, please contact the office of the Deputy CEO of Dubai Airports on <u>Malika.Sabih@dubaiairports.ae</u>.
- (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 Dubai Airports HSSE

- (e) Dubai Airports, 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) Dubai Airports, 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.

# 6.7 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 the Airport local regulations and the Terminal Operations. 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 program(s) at the Airport. All ground transportation activities and associated operators will be required to comply with this program when implemented.

## 6.8 Airside Operations

Transit/Transfer Passengers on GA flights arriving to DXB and continuing their journey to another destination by commercial airline or any other GA flights must hold proper documentations to enter the UAE, including connecting tickets, visa, etc. The Operator/FBO shall coordinate all Transit Passengers with the SDM prior to the transfer/transit process. The SDM, in coordination with the Airport Duty Manager retain the right to audit documents and transit processes by inspecting the FBO at any time to ensure compliance (crew and baggage).

(a) Access to the Passenger Terminal Buildings by passengers/crew for shopping purposes shall be coordinated and allowed through the SDM.



- (b) The following GCAA Regulation and guidance material is applicable to GA operations and is available at <u>www.gcaa.gov.ae</u>:
  - Civil Aviation Regulation (CAR-ADR) Part IX (Aerodromes);
  - Civil Aviation Regulation (CAR-SMS) (Safety Management Systems);
  - Acceptable Means of Compliance (AMC) various;
  - > Aeronautical Information Publication (AIP).
- (c) The following DA standards and recommended practices material is available via the public notification site and/or upon request to <u>Safeguarding-AIM@dubaiairports.ae</u>:
  - > Aerodrome Manual;
  - Aerodrome SMS Manual;
  - Airport Emergency Plan (AEP);
  - Airside Driving Regulations (ADR);
  - Airside Operating Regulations (AOR);
  - > Airside Communications (ATN, ASA, EPIC, AQN etc.);
  - ➢ DA-HSE Regulations;
- (d) The Operator/FBO 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.

## 6.9 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 DXB 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);Ensure that incidents and accidents airside are reported to the Senior Manager Airside on +971(0)56 6811646; or Airside Operations Control desk (AOCD) on 04-5054723
  - (iii) Nominate a focal point for airside safety concerns to the Senior Manager Aerodrome SMS DXB

     this delegate is required to actively participate in safety forums, and coordinate their organisation's participation in safety campaigns;

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- (iv) Proactively identify hazards, assess risks and implement controls to lower risks to As Low As Reasonably Practicable (ALARP) within their operation;
- (v) Perform internal investigations of all serious incidents and accidents pertaining to the stakeholder's organisation and providing feedback to OMDB Aerodrome Safety.
- (vi) Employ trained, qualified and competent staff, and provide evidence of such training and qualifications to DA upon request;
- (vii) Receive and disseminate as appropriate, all DA safety and operational instructions (see clause "Methods of Promulgating Information");
- (viii) Perform internal investigations of all serious incidents and accidents pertaining to the stakeholder's organisation and providing feedback to OMDB Aerodrome Safety.
- (ix) If an organisation chooses to operate outside the requirements provided within Aerodrome SMS manual, evidence of their aviation safety management processes shall be submitted to the DXB Aerodrome Safety section for review and oversight.
- (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) All organisations are required to participate unreservedly in any/all safety investigations and safety audits conducted by Dubai Airports.

# 6.10 Methods of Promulgating Information

- (a) Technical guidance is promulgated via the following:
  - Aerodrome Manual. Available via <u>https://dubaiairports.app.box.com/v/OMDB-Aerodrome-Man-ual</u>
  - SMS Manual. Available via <u>https://dubaiairports.box.com/v/OMDB-SMSManual;</u>
  - Aerodrome Emergency Plan (AEP). Available via https://dubaiairports.box.com/v/OMDB-Aerodrome-Emergency-Plan
  - Airside Operating Regulations (AOR). Available via <u>https://dubaiairports.box.com/v/Airside-Op-erating-Regulations</u>
  - Airside Driving Regulations (ADR). Available via <u>https://dubaiairports.box.com/v/DXB-AD-Reg-ulations</u>
  - > <u>Airside Safety Videos via https://dubaiairports.box.com/v/AirsideSafetyVideos</u>
  - Aeronautical Information Publication (AIP), including supplements. Available via UAE GCAA.;



- Airside Advice Notice (AAN) 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): Published via email and public notification site to advise aerodrome users of urgent and/or serious safety issues related to the Airport; <u>https://dubaiairports.box.com/v/OMDB-Airside-Safety-Alert</u>
- Emergency Planning Information Circular (EPIC); <u>https://dubaiairports.app.box.com/v/OMDB-Aerodrome-Emergency-Plan</u>
- Airside Temporary Notice (ATN) <u>https://dubaiairports.app.box.com/v/OMDB-Airside-Tempo-rary-Notice</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 addresses to <u>Safeguarding-AIM@dubaiairports.ae</u>

# 6.11 Limousines and Non-Emergency Ambulance Operations

(a) Operators of these vehicles must check-in at the Customer Service Counter General Aviation Terminal. They will then be directed to a designated parking area.

# 6.12 No Parking Curbs

(a) These areas are designated as a No Parking/Stopping and Fire Lane. Authorised users are emergency vehicles only.

## 6.13 Aircraft Maintenance Providers

- (a) An aircraft on the Airport may be serviced or repaired by an authorised airframe and power plant mechanic or avionics technician, with or without inspection authorisation, who meets certain standards described by GCAA. To meet those standards a mechanic shall:
  - > Have in their possession a current and appropriate license;
  - > Agree to hold Dubai Airports and its staff harmless from any injury;
  - Secure an annual permit and possess any applicable business license;
  - > Meet any applicable liability insurance requirements.

## 6.14 Fuel, Hydraulic and Dangerous Goods Spillage

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(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 clean-up 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 irrevo-cably 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".

# 6.15 Foreign Object Debris (FOD)

(a) DA operates according to a 'zero tolerance' FOD policy and requires all Operators/FBOs 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.

# 6.16 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 operations. More information, including the application and training process, is available at: <u>https://dubaiairports.app.box.com/v/DXB-AD-Regulations</u>

# 6.17 Safety and Health

(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. Operator/FBOs and contractors who conduct business at DA 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/FBOs and contractors who conduct business at DA 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/FBOs and contractors should follow safety and health standards that have been set forth by Safety and Sustainability department.

# 6.18 Environment & Sustainability

(a) Dubai Airports is committed to the local Government's environmental and sustainability targets, which are mainly measured through four main indicators including but not limited to: a) Percentage of treated waste (or averted from land fill); b) Air quality; c) Percentage of clean energy to the total; and d) Water

scarcity. Dubai Airports is committed to taking climate change adaptation measures to prevent harm, and to ensure a sustainable airport business environment is achieved. Operators are requested to coordinate with Dubai Airports Environment Department on (environment@dubaiairports.ae) for all environmental and or sustainability queries, to ensure alignment of plans and efforts and or prevention of accidental risk transfers or other potential harmful impacts.

## 6.19 Smoking

(a) Smoking is not permitted inside DXB, Concourse, Airside and Aerodrome facilities, except in areas that have been designated and approved as smoking areas. This includes the use of cigarettes, ecigarettes, and vaping devices.

## 6.20 Fire Protection

- (a) All Operators/FBO, contractors, and persons occupying space at DXB/DWC shall ensure that trained Fire Wardens are in place, Maintenance of their Fire Prevention systems are completed and recorded, Emergency Evacuation Plan is provided, and Evacuation Diagrams aligned to UAE Fire Code are displayed in prominent locations, as per the Dubai Airports AFS adopted Codes & Standards. All Operators/FBO, contractors, and persons occupying space at DXB/DWC shall ensure that fire emergency evocation drill exercise is conducted at least once in a year to verify the efficiency of the Emergency Evacuation Plan.
- (b) All activities which involve, or have the potential to involve, flame or sparks (including engineering, construction and maintenance activities) are subject to Hot Works Permit controls and shall be notified to the SMA and/or CoAW (Control of Airside Works) in advance of requirement.
- (c) All flammable and combustible liquids shall be stored in approved containers or fire-proof cabinets. A Material Safety Data Sheet (MSDS) shall be readily and easily accessible for all stored chemicals. No rags soiled with flammable substances shall be kept or stored in any building in such a manner as to create a fire hazard.
- (d) Fire extinguishing equipment shall be maintained in accordance with Dubai Airports AFS Codes & Standards. Fire extinguishing equipment shall be inspected and serviced at regularly scheduled intervals and as required by the AFS. An inspection tag or sticker that shows the last date of inspection shall be attached to each piece of equipment. If a tag or sticker that shows the status of equipment cannot be attached, a records retention method that is recognised and accepted by the AFS may be used.

(e) All Operators/ FBOs, contractors, and lessees of hangars, aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of fire extinguishers, if required, that meet, at a minimum, the performance criteria required by the applicable AFS Codes and Standards.

# 6.21 Housekeeping

- (a) All Operators/FBOs, contractors, and persons occupying space at the Airport shall keep the space allotted to them clean and free from debris and materials that could create slip, trip and fall hazards and fire hazards.
- (b) No Operator/ FBO, contractor, or person shall dispose of any fill, building, or waste materials on DA property.
- (c) All outside trash containers and receptacles must be kept covered at all times. All lids must be tight fitting to prevent wildlife from getting to the contents of the container. Lids must also be attached to the container in such a way as to prevent them from being lost or becoming Foreign Object Debris (FOD).
- (d) No Operator/ FBO, contractor, or person shall operate an uncovered vehicle to haul trash, construction materials, dirt, gravel or any other materials on the Airport without prior permission from DA.
- (e) All solid and liquid material spills on DA property shall be contained, reported to the Airport, and cleaned up immediately. All spills of hazardous materials shall be handled in accordance with AFS, as may be modified from time to time. A Spill Report shall be completed for each spill.
- (f) All passageways, aisles, docks, exits and work areas shall be kept free of debris and materials that could create a hazard to employees/customers who may be required to exit facilities in the event of an emergency.
- (g) No construction debris may be deposited in Airport dumpster or trash receptacle.

# 6.22 Animals

(a) No Operator/ FBO, contractor, or person shall enter any part of an Airport with an animal, domestic or otherwise, unless such animal is kept restrained by a leash or is so confined as to be completely under control. Any person bringing an animal on the Airport shall be liable for damages or injuries to property and/or third persons or their property caused by their negligence. Any person bringing an animal (domestic or otherwise), on the Airport agrees to indemnify fully, defend and save and

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hold harmless, DA, its officers, agents, and employees from and against all losses, damages, claims, liabilities, and causes of actions of every kind or character and nature, as well as costs and fees, connected therewith and expenses of the investigation thereof based upon or arising out of damages or injuries to third persons or their property caused by their negligence.

- (b) Except authorised employees/contractors, no person shall hunt, pursue, trap, catch, injure or kill any animal.
- (c) No person shall feed or commit any act that encourages the congregation of birds/ other animals on the Airport.
- (d) All tenants and Operators are required to actively discourage the presence of birds, animals, insects and pests at all times. Contractor providers shall be utilised if/when necessary.

# 6.23 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 for further details.
- (c) Dubai Airports, 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.

# 6.24 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.

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(b) Any media related activity must obtain prior written approval through Aviation Business Management from DA Corporate Communication department

# 7. CONTACT DETAILS

DUBAI AIRPORTS	Tel	Email
Airline Business Management		airline.relations@dubaiairports.ae
Airport Operations Control Centre (AOCC) (24/7)	+971(0)45045001	aocc@dubaiairports.ae
Corporate Communication		media@dubaiairports.ae corporate.communication@dubaiairports.ae
Emergency Services (AOCC 24/7)	+971(0)4504 5000	
Finance (Billing)	+971(0)42162018	billing@dubaiairports.ae
Finance (Cash office)	+971(0)4 2162142	central.cashoffice@dubaiairports.ae
DA Safety & Sustainability Department		Safety.Sustainability@dubaiairports.ae

# 8. ANNEXES

## 8.1 ANNEX I: DXB – Slot Enforcement Local Rule

# DXB - GA LOCAL RULE

The classification of DXB as an IATA Level 3- Coordinated Airport reflects increasingly scarce capacity at its peak hours of operation and the existence of a scheduling process that promotes the best utilisation of declared capacity.

# ADDITIONAL RULE FOR GENERAL AVIATION SLOT ADHERENCE:

Facing constraints on both runways and parking, starting April 1<sup>st</sup>, 2014, General Aviation (GA) Operators may be held liable for financial penalties in case it is proven that within any given Season they:

- Fail to adhere to their approved schedule (5.000AED per occurrence\*)
- Repeatedly operate off-slot (5.000AED per occurrence\*)
- Do not cancel pre-approved slots (5.000AED per occurrence\*)
- Operate without an approved slot (10.000AED per occurrence\*)

\*In case of repeated offence within 6 months: the amount of the fine (per breach) is doubled (where initial breach = 5.000AED,  $2^{nd}$  breach = 10.000AED,  $3^{rd}$  breach = 20.000AED etc.)

Disputes can be raised to Dubai Airports' Aviation Business Management team within 30 days of the fine being issued and shall be reviewed on a case by case basis with final ruling remaining the sole decision of Dubai Airports' CEO.

The present policy is implemented with the sole view of promoting the best use of declared capacity at DXB.

For further clarification, please contact the Aviation Business Management team:

Email: airline.relations@dubaiairports.ae

# 8.2 ANNEX II: Diversion flights

# DXB – GA LOCAL RULE

The classification of DXB as an IATA Level 3 - Coordinated Airport reflects increasingly scarce capacity at its peak hours of operation and the existence of a scheduling process that promotes the best utilisation of the declared capacity.

# ADDITIONAL RULE FOR GENERAL AVIATION (GA) DIVERSIONS:

All GA diversion flights are routed to Dubai World Central (DWC).

FBO FACILITIES AT DXB:

EXECUJET MIDDLE EAST	JET AVIATION
Tel. +971 (0)4 601 6363	Tel. +971 (0)4 887 9670 /01
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fbo.omdb@execujet-me.com	pah@jetaviation.ae
DC AVIATION - AL FUTTAIM	JETEX FLIGHT SUPPORT
Tel. +971 (0)56 225 7675	Tel. +971 (0)4 212 4900
Fax +971 (0)4 887 9285	Fax +971 (0)4 212 4950
operations@dc-aviation.ae	fbo-dwc@jetex.com
FALCON AVIATION SERVICES	
Tel. +971 (0) 543052221	
fbo@falconaviation.ae	