

Dubai International General Aviation



<u>Category:</u> General Aviation <u>Airport:</u> Dubai International

This edition replaces the IATA Summer Season 2015 and the previously issued IATA Winter Season 2015 Conditions of Use applicable to General Aviation at Dubai International.

The use of any facilities at the Airport by any operator/FBO constitutes acceptance of these Conditions of Use.

No clause shall be taken to confer a right for an operator/FBO to use Airport facilities without Dubai Airports' permission.

Dubai Airports retains the right to withdraw such agreement in accordance with the regulator where the operator(s)/FBO 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,.

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

**'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' means Dubai International.

**'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' refers to those zones within the Airport that are subject to explicit security control.

'ARFFS' means Airport Rescue and Fire Fighting Service.

'Arriving Passenger' means any inbound passenger who is entering the United Arab Emirates as final destination.

**'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 types refers to aircraft with noise standards described in Chapter 2 of Annex 16 'Subsonic 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, Chapter 2, 2.4 'Maximum Noise Levels'.

'DA' means Dubai Airports.

'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 away from its scheduled arrival destination to a new arrival destination due to emergency cases, weather conditions etc.

**'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.

**'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, expired visa, expired travel documents or absence thereof.

'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 favorable 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 ft.) 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.

**ODMA**' means Operations Duty Manager Airside.

**'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.

'QHSSE' means Dubai Airports Quality Health Safety Security and Environment department.

**'Series of slots'** means at least five slots having been requested for the same time on the same day of the week regularly in the same season and allocated in that way or, if that is not possible, allocated at approximately the same time.

'Season' refers to IATA scheduling seasons.

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

'TDM-P&CT' means Terminal Duty Manager-Passenger & Cargo Terminal.

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

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

**'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 has to depart in a substituted aircraft.

**'UAE'** means the United Arab Emirates.

**'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. CONDITIONS OF USE

2.1 General

## Compliance

- 2.1.1 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.
- 2.1.2 Full compliance to directives and regulations issued from time to time or set by the General Civil Aviation Authority (GCAA), the Dubai Civil Aviation Authority (DCAA), other UAE authorities and/or Dubai Airports, including but not limited to the Airport Health, Safety and Environment Regulations document and the UAE National Civil Aviation Security Programme (NCASP) and their appendices is required. For more information please contact: <a href="https://www.hsee@dubaiairports.ae">https://www.hsee@dubaiairports.ae</a>.
- 2.1.3 The Enterprise Assurance Unit of Dubai Airports in coordination with the local authorities has the right to inspect any aircraft or facilities at the Airport as per the Health, Safety & Environment Regulations to ensure compliance with the rules and regulations.
- 2.1.4 Operators are reminded that in the prevailing ambient conditions, their aircraft must be able to meet the published minimum climb gradients for departure from Dubai International. 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.
- 2.1.5 Operators are responsible for ensuring that flight plans submitted by their office or agent comply with correct ICAO flight planning principles.
- 2.1.6 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.
- 2.1.7 No operator shall operate to or from Dubai International without first obtaining slots from Airport Coordination Limited (ACL).
- 2.1.8 Transit/transfer passengers on GA flights arriving to Dubai International 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.
- 2.1.9 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.
- 2.1.10 This document is for GA 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>.
- 2.1.11 The use of any facilities at the Airport by any operator/FBO constitutes acceptance of these Conditions of Use.



# **Supplementary Documents**

- 2.1.12 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. These documents will include:
  - Dubai Airports Safety Policy
  - Dubai Airports QHSSE
  - Dubai Airports Supports Animal Policy
  - Airside Operations Notice

## Governing law and Jurisdiction

2.1.13 These Conditions of Use shall be governed by and construed according to the law 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.

#### Liability

- 2.1.14 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 on the Airport or is in the course of landing or taking-off at the Airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Dubai Airports 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.
- 2.1.15 The burden of proof to prove the intent to cause damage, recklessness and inexcusable negligence is on the claimant/operator.

#### **Disabled and Abandoned Aircraft**

2.1.16 Any owner, lessee, operator or other person having the control, or the right of control of any disabled or abandoned aircraft on the Airport shall be 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. Any owner, lessee, operator or other person having control, or the right of control, of any aircraft does, by use of the Airport, 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 utilised for aircraft operations; 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 other 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. As such all aircraft owners, lessees or 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 Emergency.planning@dubaiairports.ae



# Right of Dubai Airports to Control the Airfield

2.1.17 The Chief Executive Officer 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 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 Chief Executive Officer, or his designee determines the condition of the Airport or any part thereof to be unsafe for landings or takeoffs, a Notice to Airmen (NOTAM) shall be issued, or cause to be issued, closing any affected area, or the entire Airport.

#### Parking Responsibility

- 2.1.18 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 the damage, which may result in the course of such moving.
- 2.1.19 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.

## 2.2 **Operational**

## New and existing operators

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

H.E. Mohammed A. Ahli Director General Dubai Civil Aviation Authority Dubai International P.O. Box 49888 Dubai, UAE. Tel: 00971 4 2162272/ 2161600/ 2162009 Fax: 00971 4 2244502 Mobile: 0097156 6869128 AFTN: OMDBYAYX Email: <u>air.transport@dcaa.gov.ae</u> Website: <u>www.dcaa.gov.ae</u>



## Schedule Coordination

- 2.2.2 Dubai International (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.
- 2.2.3 No operator shall operate to or from Dubai International without first obtaining schedule clearance from the slot coordinator appointed by Dubai Airports (ACL).
- 2.2.4 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.
- 2.2.5 Requests for GA movements at Dubai International are to be processed by the operators' appointed FBO.
- 2.2.6 Requests for movements more than 24 hours before operations are to be processed by the FBO with ACL, Sunday through to Friday at: Email: <u>slots@acl-international.com</u> Tel: +44 (0) 208 564 0612 or +971 (0) 4 216 2153
- 2.2.7 For movements within 24 hours of operations, or out of ACL's operating hours, requests should be directed by the FBO to the Airports Operations Centre JCR at: Email: jointcontrol.room@dubaiairports.ae
   Tel: +971 (0) 4 504 5016
   Fax: +971 (0)4 224 5928
   SITA:DWCADXH
- 2.2.8 Operators using code F aircraft should apply for schedule clearance at a minimum 72hours prior to arrival.
- 2.2.9 Further details on the schedule facilitation process for General Aviation movements can be obtained from ACL on dxbstaff@acl-international.com.
- 2.2.10 Operators are responsible for ensuring handling and parking is confirmed with their FBO/handling agent.
- 2.2.11 Local Rules, including but not limited to the slot enforcement rules as seen in Annex 1, aimed at improving utilisation of capacity at Dubai International 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 <a href="http://www.acl-international.com">www.acl-international.com</a>
- 2.2.12 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 Dubai International Slot enforcement local rule. All operators are required to cooperate and provide any information requested by the coordinator during investigation.



### Ground Handling

2.2.13 Jet Aviation and Execujet Aviation Group are fixed base operators for General Aviation aircraft at Dubai International. Handling requests should be sent to either of the two designated FBO's at the following addresses:

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

## Policing

2.2.14 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.

#### Payment

- 2.2.15 All payments are arranged and made by the appointed FBO to the Airport.
- 2.2.16 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.
- 2.2.17 The FBO/handling agent should specify the services they require access to on a credit basis. The credit limits and required collateral will be determined by 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.
- 2.2.18 The FBO/handling agent shall pay the full due invoices within (30) days from the date of the invoice.
- 2.2.19 Dubai Airports has the full right to stop credit facilities and seek the collateral's encashment if one or all of the following cases occurred:

The total outstanding or overdue amount is not settled by the customer within the specified credit period.
The total outstanding amount exceeded the credit limit and the customer intentionally or unintentionally did not settle the difference.

The total expected three months charges exceeded the credit limit and the customer intentionally or unintentionally did not increase his collateral amount within a specific period of time set out by Finance Unit.
Customer intentionally or unintentionally did not respond to the finance notification of renewal of pertinent

collateral before one month of the collateral's expiration date.

- 2.2.20 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.
- 2.2.21 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.



## Late payment policy

- 2.2.22 Any payment due to DA (including but not limited to landing, parking, security or fines) that is not paid by cash, cheque, credit card or bank transfer in cleared funds by the due date shall carry interest at the rate of 3% above EIBOR per annum, 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.
- 2.2.23 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.
- 2.2.24 Finance contact details for queries: Tel: 009714 2162142 Email: <u>central.cashoffice@dubaiairports.ae</u> Tel: 009714 2162018 Email: <u>billing@dubaiairports.ae</u>

## 2.3 Data

#### Data submission

- 2.3.1 Queries regarding data delivery should be sent to the Airport Operations Centre, JCR at <u>jointcontrol.room@dubaiairports.ae</u> or refer to the contact details paragraph.
- 2.3.2 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.

#### **Reference data**

- 2.3.3 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 DWC with flight durations.
  - Flight plan call signs.

#### Payload data

2.3.4 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 within 24 hours of each of those movements. This will include information about the total number of passengers, transfer (including children and infants), details of passengers (male, female, crew and destination) baggage and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport.

• Details of the MTOW 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.

2.3.5 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



## **Operational data**

- 2.3.6 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)
  - Delay notice, aircraft change, flight cancelation notification, route change (prior to the scheduled and approved operation)
  - Emergencies, security threats, technical flights etc.

• Passengers' details for Advance Passenger Information Fee (API) in Dubai Airports standard format data delivery within 12 hours of Actual Time of Arrival (ATA).

## **Data Verification**

- 2.3.7 Dubai Airports may request, within 60 days of departure, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NOx emissions level. The Operator shall, following a request in writing made by Dubai Airports supply it with the original copies of such documents.
- 2.3.8 Where the Operator, or its handling agent/FBO, fails to provide the information required in section 2.3 ("Data") within the period stipulated herein Dubai Airports shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger capacity of the aircraft, the Maximum Take Off Weight and the maximum NOx emissions level of the aircraft type.
- 2.3.9 If you detect an error in that information provided to Dubai Airports (or ground handler/FBO), then you must within 30 days provide to us the correct information along with a change note. Dubai Airports reserves the right not to correct changes received later than 30 days after the relevant operation.
- 2.3.10 Dubai Airports will use our best endeavours to maintain the confidentiality of any information that you provide to us which you advise is commercially sensitive. This paragraph shall not affect non-disclosure obligations pursuant to separate contracts entered into between Dubai Airports and any Operator/FBO.
- 2.3.11 The Operator acknowledges that we may verify from time to time information you have provided to us by directly counting passengers embarking or disembarking aircraft operated by you.
- 2.3.12 You are requested to use your best endeavours to assist us to identify the reason for any differences between the information provided by you and the information collected by us.

#### 2.4 Emergency Services:

2.4.1 For all types of emergencies including medical emergencies, operators/airlines should contact the emergency services cell in Joint Control Room, JCR 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 damage or loss that would arise caused due to failure/delay to report.



#### 2.5 <u>Airport Charges</u> Charges on Landing

- 2.5.1 The relevant charges for landing and the subsequent take-off of aircraft shall be paid as set out in the Schedule of Charges.
- 2.5.2 The charges will be based on MTOW certificate of the aircraft submitted by the operator/FBO, rounded off to the nearest 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 standard MTOW for each aircraft type (billing@dubaiairports.ae).
- 2.5.3 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.
- 2.5.4 The charges will be collected by the appointed FBO.

# Aircraft Parking Charges

- 2.5.5 Each FBO has been assigned dedicated apron. Please contact the appointed FBO for the applicable aircraft parking charges.
- 2.5.6 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.
- 2.5.7 The Charges will be collected by the appointed FBO.

# Advance Passenger Information Fee (API)

- 2.5.8 The relevant charges for arriving passengers (excluding infants, aircraft operating crew, transit/transfer passengers continuing travel within 12 hours of arrival) as set out in the Schedule of Charges are payable by inbound operator.
- 2.5.9 The operator/FBO must ensure that API data is forwarded to Dubai Airports Operations Centre, JCR (in DA standard format) within 12 hours of each flight arrival in the format as outlined in Annex III and to the following address:

Airport Operations Centre, JCR Tel: 00971 4 504 5016 Fax: 00971 4 2245928 Email: jointcontrol.room@dubaiairports.ae SITA: DXBADXH

# Rebates

- 2.5.10 The Chairman of Dubai Airports have the discretion to abate or waive landing charges for any specified category of traffic and/or when they consider it is in the interest of the Airport to encourage the development of traffic at the Airport.
- 2.5.11 Royal, diplomatic, and state aircraft are exempted from landing and parking charges. However, the operator remains responsible to provide the Airport Operation Centre (JCR) with all relevant documents including a copy of the diplomatic clearance prior to the date of operation: Tel: 00971 4 504 5016 Fax: 00971 4 2245928 Email: jointcontrol.room@dubaiairports.ae SITA: DXBADXH
- 2.5.12 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.



Conditions of Use Effective 25 October 2015 Reference# GADXB25102015-02

## Charges Disputes

- 2.5.13 Disputes must be raised within 30 days after 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.
- 2.5.14 All disputes must be submitted along with accurate information pertinent to the dispute and in the standard format template. For disputes please contact JCR Dispute team.
   Tel: 009714 504 5305
   Email: dispute@dubaiairports.ae
- 2.5.15 Data Delivery or invoice dispute requests which are addressed to the wrong department are excluded from the possibility of a later claim.



## 2.6 Schedule of Charges

### **Charges on Landing**

Landing charges are based on the MTOW	
Up to 4.5 tonnes	AED 13 per tonne
4.5 – 45 tonnes	AED 15.1 per tonne
Over 45 tonnes	AED 16.4 per tonne

2.6.1 Dubai Airports will apply a 50% premium on slots if availed during specific peak hours of operations. Runway peak hours of operations are defined for Summer 2015 as:

Arrival Peak	Departure Peak	
01.00-02.59	03.00-06.59	
07.00-09.59	10.00-10.59	
14.00-20.59	22.00-23.59	
All times in UTC		

#### **Aircraft Parking Charges**

- 2.6.2 Please contact the appointed FBO for the applicable parking charges.
- 2.6.3 Dubai International standard Commercial Parking Charges for penalty fee calculation are as follows, based on the number of hours on ground occupying a parking bay:

Aircraft Type	Charges
Narrow body aircraft	AED 235 for first charging hour
	AED 383 per each additional hour
Wide body aircraft	AED 353 per hour for first 3 charging hours
	AED 648 per each additional hour

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

# Advance Passenger Information Fee (API)

2.6.5 An amount of AED 5.00 per arriving passenger to be paid by the inbound operator to Dubai Airports.

# **Other Charges**

2.6.6 In addition to the above charges, Security charge and Fire Coverage charge are payable by the operator as follows:

Security Charges	
Aircraft Type	Charges
Narrow body aircraft	AED 300 flat rate per usage (for flights that require additional security)
Wide body aircraft	AED 300 flat rate per usage (for flights that require additional security)

Fire coverage charge	
Aircraft Type	Charges
Charge per service	AED 200



#### 2.7 <u>Other restrictions & Procedures</u> Inadmissible Passenger Policy

### 2.7.1 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 of visa, expired visa, or expired passport or travel documents.

## 2.7.2 Purpose

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

## 2.7.3 Procedures

- 2.7.3.1 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 at Dubai International, it is the sole responsibility of the FBO to arrange and cover the cost of a return ticket/flight to return the passenger to their country of origin.
- 2.7.3.2 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.
- 2.7.3.3 During the waiting time, the assigned FBO shall take full responsibility for the passenger's welfare in the terminal and provide all necessary amenities.
- 2.7.3.4 The FBO shall provide the final date of departure of the inadmissible passenger(s) to DA.

#### 2.7.4 Fines

- 2.7.4.1 Dubai Airports shall impose a fine of AED 5,000 per inadmissible passenger regardless of age or gender to the FBO in question.
- 2.7.4.2 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).
- 2.7.4.3 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.

# 2.7.5 Billing and Collection Procedures

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.



## **Airport Airside Security Pass**

- 2.7.6 Regardless of its category (temporary, permanent, vehicle, special, equipment, escorted, car, controlled area, driving permit etc.), the issuing of (an) airside 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.
  - For airside access relevant to Airport familiarisation, airline business development activities or inaugural flights only: please contact airline development on <u>airline.development@dubaiairports.ae</u>
  - For airside access for government/civil aviation delegations, community groups and suppliers only, please contact the office of the Deputy CEO of Dubai Airports on <u>hala.raslan@dubaiairports.ae</u>.
  - 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
- 2.7.7 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.
- 2.7.8 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.
- 2.7.9 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.

# **Landside Operations**

2.7.10 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 TDM 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 TDM 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.

### **Airside Operations**

- 2.7.11 Transit/transfer passengers on GA flights arriving to Dubai International 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 any and all transit passengers with the TDM prior to the transfer/transit process. The TDM, 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).
- 2.7.12 Access to the Passenger Terminal Buildings by passengers/crew for shopping purposes shall be coordinated and allowed through the TDM.
- 2.7.13 The following GCAA Regulation and guidance material is applicable to GA operations and is available at <a href="http://www.gcaa.gov.ae">www.gcaa.gov.ae</a> :
  - Civil Aviation Regulation (CAR) Part IX (Aerodromes).
  - Civil Aviation Regulation (CAR) Part X (Safety Management Systems).
  - Civil Aviation Advisory Publication (CAAP) various.
  - Aeronautical Information Publication (AIP).



The following DA standards and recommended practices material is available via the ftp site and/or upon request to <a href="mailto:sms@dubaiairports.ae">sms@dubaiairports.ae</a> :

- Aerodrome Manual.
- Airport Emergency Plan.
- Airside Driving Regulations.
- Airside Communications (AAN, ASA, etc.).
- DA-QHSSE Regulations.

## Safety Management System

- 2.7.14 To ensure the highest level of operational safety at Dubai Airports at all times and to improve existing safety performance, Operators/FBO shall maintain a Safety Management System (SMS) or have a responsible person for operational safety within their organization. The Operator/FBO shall ensure adherence to the Dubai Airports SMS detailed in Part VI of the DXB Aerodrome Manual and actively participate in the DA SMS by:
  - Following the DA SMS policy referred from Part VI of the Aerodrome manual available on DA public notification ftp site (see clause "Methods of Promulgating Information)
  - Ensuring proper safety reporting of incidents and accidents to DA Operations Duty Manager Airside (ODMA) on 056 6811646.
  - Participating in all DA safety forums and safety campaigns
  - Proactively identifying hazards, assess possible risks and implementing controls to lower risks to As Low As Reasonably Possible (ALARP)
  - Employing trained, qualified and competent staff and providing documentation to DA upon request
  - Following all DA documentation available on the ftp site (see clause "Methods of Promulgating Information)
  - Following core elements mentioned in CAR part X

# **Methods of Promulgating Information**

- 2.7.15 Technical guidance is promulgated via the following:
  - Aeronautical Information Publication (AIP), including supplements. Available via UAE GCAA.
  - NOTAM: Airside Advice Notice (AAN) Published via email and ftp 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 ftp to advise aerodrome users of urgent and/or serious safety issues related to the Airport.
  - Operation notices( AOD, AAN, ASA, AED)
- 2.7.16 Parties wishing to register for AAN and ASA must email their request, along with nominated name/title and email addresses to <u>sms@dubaiairports.ae</u>.
- 2.7.17 The DA public notification ftp site is: <a href="http://saftp1:PA\$\$w0rd1@ftp.dubaiairports.ae">http://saftp1:PA\$\$w0rd1@ftp.dubaiairports.ae</a>.

#### Limousines and Non-Emergency Ambulance Operations

2.7.18 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.

# **No Parking Curbs**

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



Conditions of Use Effective 25 October 2015 Reference# GADXB25102015-02

# Aircraft Maintenance Providers

- 2.7.20 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 authorization, 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.

## Hydrocarbon and Dangerous Goods Spills

2.7.21 Shall be managed in coordination with the Airport ODMA and ARFFS in accordance with aerodrome incident response procedures.

## Foreign Object Debris (FOD)

2.7.22 DA operates according to a 'zero tolerance' FOD policy, and requires all operator/FBO 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 AAN/ASA.

#### Airside Driving

2.7.23 Airside driving standards are governed by the provisions of the Airside Driving Permit (ADP) system, supported by the Airside Driving Regulations (ADR) of DA. Possession of a valid ADP is mandatory for all airside vehicle/GSE operation. More information, including the application and training process, is available at: <a href="http://saftp1:PA\$\$w0rd1@ftp.dubaiairports.ae">http://saftp1:PA\$\$w0rd1@ftp.dubaiairports.ae</a>.

### Safety, Health & Environment

2.7.24 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 recognized safety and health hazards that could cause accidents and injuries. All operator/FBO 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 operator/FBO and contractors should follow safety and health standards that have been set forth by QHSSE.

### Smoking

2.7.25 No smoking is allowed inside any airside facility, except in those areas that have been designated and approved as smoking areas.

#### **Fire Protection**

- 2.7.26 All operator/FBO, contractors, and persons occupying space at DA shall ensure that areas are maintained and operations and activities conducted in such a manner as to reduce or eliminate fires in the workplace.
- 2.7.27 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 ODMA and/or CoAW (Control of Airside Works) in advance of requirement.
- 2.7.28 All flammable and combustible liquids shall be stored in approved containers or fire-proof cabinets. A 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.



- 2.7.29 Fire extinguishing equipment shall be maintained in accordance with Dubai Airports ARFFS Codes & Standards. Fire extinguishing equipment shall be inspected and serviced at regularly scheduled intervals and as required by the ARFFS. 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 recognized and accepted by the ARFFS may be used.
- 2.7.30 All operator/ FBO, 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 ARFFS Codes and Standards.

## Housekeeping

- 2.7.31 All operator/FBO, 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.
- 2.7.32 No operator/ FBO, contractor, or person shall dispose of any fill, building, or waste materials on DA property.
- 2.7.33 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).
- 2.7.34 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.
- 2.7.35 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 ARFFS, as may be modified from time to time. A Spill Report shall be completed for each spill.
- 2.7.36 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.
- 2.7.37 No construction debris may be deposited in Airport dumpster or trash receptacle.

#### Animals

- 2.7.38 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 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.
- 2.7.39 Except authorised employees/contractors, no person shall hunt, pursue, trap, catch, injure or kill any animal.
- 2.7.40 No person shall feed or commit any act that encourages the congregation of birds/ other animals on the Airport.
- 2.7.41 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.



## Commercial Photography, Film and Recordings on Airport Property

- 2.7.42 Unless authorised in writing by DA, 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 the DA.
- 2.7.43 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 a FBO.
- 2.7.44 DA, its authorized representatives, 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.

### Media Activity

2.7.45 Media related activities must obtain prior approval from DA Corporate Communications department.



# 3. <u>ANNEXES</u> ANNEX I: Dubai International – Slot Enforcement Local Rule

# **DUBAI INTERNATIONAL - GA LOCAL RULE**

The classification of Dubai International (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 utilization 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<sup>nd</sup> breach = 10.000AED, 3<sup>rd</sup> breach = 20.000AED etc.)

Disputes can be raised to Dubai Airports' Aviation Business Development 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 Development team: Aviation Business Development Tel: +971 4 216 1110 Fax: +971 4 224 5155 Email: airline.development@dubaiairports.ae



**ANNEX II: Diversion flights** 

# DUBAI INTERNATIONAL- GA LOCAL RULE

The classification of Dubai International (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 Al Maktoum International-Dubai World Central (DWC).

FBO FACILITIES AT DWC:

EXECUJET MIDDLE EAST Tel. +971 4 601 6363 Fax. +971 4 299 7818 fbo.omdb@execujet-me.com

DC AVIATION - AL FUTTAIM Tel. +971 56 225 7675 Fax +971 4 887 9285 operations@dc-aviation.ae JET AVIATION Tel. +971 4 887 9670 /01 Fax. +971 4 887 9473 pah@jetaviation.ae

JETEX FLIGHT SUPPORT Tel. +971 4 212 4900 Fax +971 4 212 4950 fbo-dwc@jetex.com



# ANNEX III: Advance Passenger Information (API) Data submission format

# SITA FORMAT

Arrival Passenger

FLT NO:XX000/DDMM ACFT REGN:XXXXX DATE OF OPS IN UTC:DD/MM/YY

FF JJ YYY

AA) XX XX XXX (CHARGEABLE arriving PAX)

BB) XX XX XXX (CHARGEABLE TRFR/TRST OVER 12 HRS EXCLUDING TECH DELAYS)

CC) XX XX XXX (TOTAL CHARGEABLE SUM OF AA AND BB)

DD) XX XX XXX (NON CHARGEABLE TRFR/TRST WITHIN 12 HRS)

EE) XX XX XXX (NON CHARGEABLE TRFR/TRST OVER 12 HRS DUE TO TECH DELAY ONLY)

FF) XX XX XXX (TOTAL ON BOARD PAX WHICH IS THE SUM OF CC,DD AND EE - SAME AS PAX IN LDM) INFANTS – X.

# EMAIL FORMAT

API Detail - Flight XXXX Operation date (day/month/year) UTC			
		Transfer/Transit Non-Chargeable	Transfer/Transit Chargeable
	Arriving	(departing within 12 hours)	(departure exceeding 12 hours)
Total pax (Chargeable)	XXX	ххх	ххх
Infants			
(Exempted)	XXX	XXX	XXX