

Conditions of Use

Category: General Aviation

Airport: Dubai International (DXB)

Effective date: IATA Summer 2019 season

- A. **This Condition edition replaces the IATA Winter 2018 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.**

DUE TO THE UNAVAILABILITY OF ONE OF THE RUNWAYS AT DUBAI INTERNATIONAL (DXB) BETWEEN APRIL 16TH – MAY 30TH 2019, CERTAIN CONDITIONS INCLUDING BUT NOT LIMITED TO CONTINGENCY PLANNING AND SLOT PERFORMANCE SHALL PREVAIL . DURING THIS PERIOD, NO GENERAL AVIATION MOVEMENTS WILL BE PERMITTED AT DUBAI INTERNATIONAL (DXB). REFER TO CLAUSE 2.7.19. FOR A LINK CONTAINING FURTHER INFORMATION.

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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**' or '**airline**' means an air transport undertaking holding a valid operating license or equivalent at the latest on 31st January for the following summer Season or on 31st 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**' or '**airside**' refers to those zones within the Airport that are subject to explicit security control;

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

'**Arriving Passenger**' means any passenger whose journey ends in Dubai from origin 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 type refers to aircraft with noise standards described in Chapter 2 of Annex 16 '*Subsonic Jet Aeroplanes- Application for Type Certificate Submitted before 6th 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**' or '**Dubai Airports**' means Dubai Airports Corporation;

'**dans**' means Dubai Air Navigation Services Corporation;

'**DCAA**' means Dubai Civil Aviation Authority;

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

'**Diverted Flight**' is a flight that has been routed 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 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;

'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;

'QHSE' means Dubai Airports Quality Health Safety Security and Environment department;

'Season' refers to IATA scheduling seasons;

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

'TDM' means Terminal Duty Manager-Passenger;

'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;

'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. 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), 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 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: hsse@dubaiairports.ae.
- 2.1.3 The Corporate Affairs 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 Chapter 2 aircraft are not allowed to operate to Dubai International (DXB).
- 2.1.8 No Operator shall operate to or from Dubai International without first obtaining slots from the appointed schedules coordinator, Airport Coordination Limited (ACL).

- 2.1.9 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.
- 2.1.10 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.
- 2.1.11 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 www.dubaiairports.ae.
- 2.1.12 The use of any facilities at the Airport by any Operator/FBO constitutes acceptance of these Conditions of Use.

Supplementary Documents

- 2.1.13 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:
- Dubai Airports Safety Policy
 - Dubai Airports QHSSE;
 - Aerodrome Manual;
 - SMS Manual;
 - Dubai Airports Emotional Support Animal Policy;
 - Airside Advice Notices and Directives.
- 2.1.14 Terminal Operations Advisory Notices will also be distributed by email, please contact aocc@dubaiairports.ae to subscribe.

Governing law and Jurisdiction

- 2.1.15 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

- 2.1.16 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.
- 2.1.17 The burden of proof to prove the intent to cause damage, recklessness and inexcusable negligence is on the claimant/Operator.

Disabled or Abandoned Aircraft

- 2.1.18 Any owner, lessee, Operator or other person having the control, or the right of control of any Aircraft on 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. 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; 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@dubaairports.ae.

Emergency Planning and Response

2.1.19 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 Center 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 GCAA accepted Family Assistance Plan;

2.1.20 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.

Right of Dubai Airports to Control the Airfield

2.1.21 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

2.1.22 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.

2.1.23 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:

Executive Director

Air Transport & International Affairs Sector

Dubai Civil Aviation Authority

Dubai International

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

2.2.2 The DCAA levies fees on the issuance of Landing permits. For further information please contact +971 (0)4 777 0440, +971(0)56 68 69128 or air.transport@dcaa.gov.ae

Schedule Coordination

2.2.3 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.

2.2.4 No Operator shall operate to or from Dubai International without first obtaining schedule clearance from the slot coordinator appointed by Dubai Airports (ACL) and prior landing permission from the DCAA.

- 2.2.5 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.
- 2.2.6 In the event an existing airline Operator intends to make changes to a schedule that has already been approved by the DCAA, the airline Operator shall obtain prior landing permission from the DCAA as per the amended schedule, and slot should be modified by sending a cancellation and request for new slot in IATA SSIM chapter 6 format to slots@acl-international.com or via the online coordination system (OCS).
- 2.2.7 Requests for GA movements at Dubai International are to be processed by the Operators' appointed FBO.
- 2.2.8 Requests for movements more than 24 hours before operations are to be processed by the FBO with ACL, Sunday through to Friday:
Email: slots@acl-international.com
Tel: +44 (0) 208 564 0612 or +971 (0) 4 504 5824
- 2.2.9 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 Control Centre (AOCC) at:
Email: aocc@dubaiairports.ae
Tel: +971 (0) 4 504 5016
SITA: DXBADXH
- 2.2.10 Helicopter movements are restricted to RAW (Royal Airwing) premises only, and remain subject to RAW's explicit approval.
- 2.2.11 Operators using code F aircraft should apply for schedule clearance at a minimum 72hours prior to arrival.
- 2.2.12 Further details on the schedule facilitation process for General Aviation movements can be obtained from ACL on dxbstaff@acl-international.com.
- 2.2.13 Operators are responsible for ensuring handling and parking is confirmed with their FBO/handling agent.

2.2.14 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 www.acl-uk.org.

2.2.15 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

2.2.16 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 (0)4 601 6363

Fax. +971 (0)4 299 7818

fbo.omdb@execujet-me.com

www.execujet.net

Jet Aviation

Tel. +971 (0)4 207 3411

Fax. +971 (0)4 299 0701

pah@jetaviation.ae

www.jetaviation.com

Flight Catering

2.2.17 In-flight catering and support must be coordinated through Emirates Flight Catering:

Chief Operating Officer Tel: +971 (0)4 2086764 Email: coosec@ekfc.ae	Senior Manager – Commercial and Customer Service Tel: +971 (0)4 2086792 / 6748 Email: csm@ekfc.ae / csmsec@ekfc.ae	Operations 24/7 Tel: +971(0) 4 2086763 / 6779 E-mail: opsekfc2@ekfc.ae SITA: DXBKCXH
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Payment

- 2.2.18 All payments are arranged and made by the appointed FBO to the Airport.
- 2.2.19 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.
- 2.2.20 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.
- 2.2.21 The FBO/handling agent shall pay the full due invoices within (30) days from the date of the invoice.
- 2.2.22 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.
- 2.2.23 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.
- 2.2.24 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

- 2.2.25 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.
- 2.2.26 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.
- 2.2.27 Finance contact details for queries:
Tel: 00971(0)4 2162142 Email: central.cashoffice@dubaairports.ae
Tel: 00971(0)4 2162018 Email: billing@dubaairports.ae

2.3 Data

Data submission

- 2.3.1 Queries regarding data delivery should be sent to the Airport Operations Control Centre (AOCC) at aocc@dubaairports.ae 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 DXB with flight durations;
 - Flight plan call signs matching the flight number.

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 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.

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 cancellation notification, route change (prior to the scheduled and approved operation);
- Emergencies, security threats, technical flights etc.

2.4 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 damage and/or loss whatsoever that would arise caused due to failure/delay to report.

2.5 **Airport Charges**

Policing

2.5.1 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.

Charges on Landing

2.5.2 The relevant charges for landing and the subsequent take-off of aircraft shall be paid as set out in the Schedule of Charges.

2.5.3 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 (billing@dubaairports.ae).

2.5.4 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.

2.5.5 The charges will be collected by the appointed FBO.

Aircraft Parking Charges

2.5.6 Each FBO has been assigned dedicated apron. Please contact the appointed FBO for the applicable aircraft parking charges.

2.5.7 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.

2.5.8 The Charges will be collected by the appointed FBO.

Security Charge

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

Airport Charges increase and inflation

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

Exemptions

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 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 5016

Email: aocc@dubaairports.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.

Charges Disputes

2.5.13 Within 30 days after the receipt of the invoice disputes must be raised 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 billing@dubaairports.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

Value Added Tax

- 2.6.1 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.

Charges on Landing

Landing charges are based on the MTOW	
Up to 4.5 tonnes	AED 14.29 per tonne
4.5 – 45 tonnes	AED 16.59 per tonne
Over 45 tonnes	AED 18.03 per tonne

- 2.6.2 Dubai Airports will apply a 50% premium on slots availed during specific peak hours of operations. Runway peak hours of operations starting IATA Summer 2019 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	

Aircraft Parking Charges

- 2.6.3 Please contact the appointed FBO for the applicable parking charges.
- 2.6.4 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 258 for first charging hour
	AED 421 per each additional hour
Wide body aircraft	AED 388 per hour for first 3 charging hours
	AED 712 per each additional hour

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

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	
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

2.7 Other restrictions & Procedures

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 or forged visa, expired or forged 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 to or transiting through the United Arab Emirates and Dubai International.

2.7.3 Procedures

- 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.
- 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.
- During the waiting time, the assigned FBO shall take full responsibility for the passenger's welfare in the terminal and provide all necessary amenities.
- The FBO shall provide the final date of departure of the Inadmissible Passenger(s) to DA.

2.7.4 Fines

- Dubai Airports shall impose a fine of AED 5,000 per Inadmissible Passenger regardless of age or gender to the FBO in question.
- 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).
- 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.

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

Airport Airside Security Pass

2.7.7 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, Aviation Business Management activities or inaugural flights only: please contact Aviation Business Management on airline.relations@dubaiairports.ae
- 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 hala.raslan@dubaiairports.ae.
- 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

2.7.8 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.

2.7.9 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.

2.7.10 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

2.7.11 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

2.7.12 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).

2.7.13 Access to the Passenger Terminal Buildings by passengers/crew for shopping purposes shall be coordinated and allowed through the TDM.

2.7.14 The following GCAA Regulation and guidance material is applicable to GA operations and is available at www.gcaa.gov.ae :

- 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).

2.7.15 The following DA standards and recommended practices material is available via the public notification site and/or upon request to sms@dubaiairports.ae :

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

2.7.16 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.

Safety and Quality Management Systems

2.7.17 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 principles and policy. Dubai Airports requires airside stakeholders to:

- Participate in and adhere to DA's SMS, as detailed in Part 6 of the DXB Aerodrome Manual and;
- Follow the DA Aviation SMS 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 Operations Duty Manager Airside on +971(0)56 6811646;
- Nominate a focal point for airside safety concerns to the Director of Compliance Assurance – this delegate is required to actively participate in safety forums, and coordinate their organisation's participation in safety campaigns;
- Proactively identify hazards, assess risks and implement controls to lower risks to As Low As Reasonably Possible (ALARP) within their operation;
- Employ trained, qualified and competent staff, and provide evidence of such training and qualifications to DA upon request;
- Receive and disseminate as appropriate, all DA safety and operational instructions (see clause "Methods of Promulgating Information");
- Dubai Airports reserves the unconditional right to conduct Safety and Quality Assurance audits of stakeholders in accordance with our SMS and QMS. The primary purpose of these audits is to ensure that safety, compliance and conformance standards are present, appropriate and effective. The audit process shall follow a structured process and as such stakeholders are required to make relevant evidence available upon request;
- All organisations are required to participate unreservedly in any/all safety investigations conducted by Dubai Airports.

Methods of Promulgating Information

2.7.18 The DA public notification site is <https://dubaiairports.box.com/v/Airside-Operations-Documents>.

2.7.19 Consult the "SRR" (Southern Runway Rehabilitation Program) pack for information and conditions prevailing during the period of April 16^t May 30th 2019.

2.7.20 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 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;
- Emergency Planning Information Circular (EPIC);
- Operation notices (AOD, AAN, ASA, AED).
- 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.)

2.7.21 Parties wishing to register for Airside communications must email their request, along with nominated name/title and email addresses to sms@dubaairports.ae.

Limousines and Non-Emergency Ambulance Operations

2.7.22 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

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

Aircraft Maintenance Providers

2.7.24 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.

Fuel, Hydraulic and Dangerous Goods Spillage

2.7.25 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 irrevocably agrees, consents and undertakes to pay to DA, any costs incurred by or on behalf of the Airport for any such cleaning and disposal of contaminants on “Polluter Pays Principle”.

Foreign Object Debris (FOD)

2.7.26 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 AAN/ASA/AOD.

Airside Driving

2.7.27 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: <https://dubaairports.box.com/v/Airside-Operations-Documents>.

2.7.28 Effective 01.07.2019 Dubai Airports will mandate a vehicle tracking system. The requirements for adherence to the system will be detailed in the Airside Driving Regulations (ADR) and all associated costs will be borne by the vehicle operators. For further information please contact VTMS@dubaairports.ae

Safety, Health & Environment

2.7.29 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 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 QHSSE.

Smoking

2.7.30 Smoking is not permitted inside any airside facility, except in those areas that have been designated and approved as smoking areas.

Fire Protection

- 2.7.31 All Operators/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.
- 2.7.32 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.
- 2.7.33 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.
- 2.7.34 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 recognized and accepted by the AFS may be used.
- 2.7.35 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.

Housekeeping

- 2.7.36 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.
- 2.7.37 No Operator/ FBO, contractor, or person shall dispose of any fill, building, or waste materials on DA property.
- 2.7.38 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).
- 2.7.39 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.

- 2.7.40 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.
- 2.7.41 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.
- 2.7.42 No construction debris may be deposited in Airport dumpster or trash receptacle.

Animals

- 2.7.43 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.
- 2.7.44 Except authorised employees/contractors, no person shall hunt, pursue, trap, catch, injure or kill any animal.
- 2.7.45 No person shall feed or commit any act that encourages the congregation of birds/ other animals on the Airport.
- 2.7.46 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 Recording on Airport Property

- 2.7.47 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.
- 2.7.48 Additional permits may be required from the Dubai Film & TV Commission, please coordinate with Aviation Business Management for further details.

2.7.49 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.

Media and other Commercial Activity on Airport Property

- 2.7.50 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.
- 2.7.51 Any media related activity must obtain prior written approval from DA Corporate Communications department. Refer to Contact list.

3. ANNEXES

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 utilisation of declared capacity.

ADDITIONAL RULE FOR GENERAL AVIATION SLOT ADHERENCE:

Facing constraints on both runways and parking, starting April 1st 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, 2nd breach = 10.000AED, 3rd 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@dubaairports.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 Dubai World Central (DWC).

FBO FACILITIES AT DWC:

EXECUJET MIDDLE EAST

Tel. +971 (0)4 601 6363

Fax. +971 (0)4 299 7818

fbo.omdb@execujet-me.com

JET AVIATION

Tel. +971 (0)4 887 9670 /01

Fax. +971 (0)4 887 9473

pah@jetaviation.ae

DC AVIATION - AL FUTTAIM

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JETEX FLIGHT SUPPORT

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Tel. +971 (0) 543052221

fbo@falconaviation.ae