

# **Conditions of Use**

Including Airport charges

## **General Aviation – Al Maktoum International at Dubai World Central (DWC)**



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## 1. Definition of Terms

**1.1. 'Airline'** shall mean an air transport undertaking holding a valid operating license or equivalent at the latest on 31 January for the following summer season or on 31 August for the following winter season.

**1.2. 'Airport' or 'DWC'** means Al Maktoum International at Dubai World Central.

**1.3. 'Airport Charges'** means charges levied on the Operator of an aircraft in connection with the landing, parking and other services offered at the Airport to the Operator including security charges, and fire coverage charges.

**1.4. 'Arriving Passenger'** means any passenger whose journey ends in Dubai from origin destination.

**1.5. '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.

**1.6. 'DA'** means Dubai Airports.

**1.7. "Departing Passenger"** means any passenger whose final destination is a place outside Dubai.

**1.8. 'FBO'** stands for Fixed-Based Operator. It is the primary provider of aeronautical services to general aviation Operators at the Airport.

**1.9. '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.

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

**1.11. 'MTOW'** "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.

**1.12. '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. Narrow-body aircraft such as Airbus A319 and A320, Boeing 717, 727, 737, and 757, McDonnell Douglas DC9, MD 80, and MD 90, are used mainly for short and medium haul.

**1.13. 'Operator'** in relation to an aircraft means the person/agent for the time being responsible for the management of the aircraft. In General Aviation it refers to a person/agent /company operating an aircraft.

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

**1.15. 'Schedule of Charges'** means the Schedule as seen in clause 6.

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

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

**1.18. '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.

**1.19. '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 and A380, Boeing 747, 767, and 777, Lockheed 1011, and McDonnell Douglas DC10 and MD11.



## **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 DA that may supplement, vary or discharge any of the terms and conditions of use set out herein.

2.1.2. Full compliance 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](mailto:HSSE@dubaiairports.ae)

2.1.3. Operators are reminded that in the prevailing ambient conditions, their aircraft must be able to meet the published minimum climb gradients for departure from DWC. Payload must be adjusted accordingly to ensure these requirements are met. Evidence that aircraft does 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.

2.1.4. Operators are responsible for ensuring that flight plans submitted by their office or agent comply with correct ICAO flight planning principles.

2.1.5. 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.

2.1.6. Transit/transfer passengers on GA flights arriving to DWC 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.

2.1.7. The use of any facilities at the Airport by any Operator constitutes acceptance of these conditions of use.

#### **Liability**

2.1.8. In any event, neither DA, 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 DA 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.

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

#### **Disabled Aircraft**

2.1.9. Any owner, lessee, Operator or other person having the control, or the right of control of any disabled 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 CEO of Dubai Airports or his designee may take any and all necessary action to effect the prompt removal or disposal of disabled 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 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.

### **Right of Dubai Airports to Control the Airfield**

2.1.10. The CEO 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 CEO, 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**

2.1.11. When instructed by the CEO 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 CEO may order such aircraft moved at the expense of the owner or Operator, and without liability for the damage, which may result in the course of such moving.

## **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 4 216 2272/ 216 1600/ 216 2009  
Fax: 00971 4 2244502  
AFTN: OMDBYAYX  
Email: [air.transport@dcaa.gov.ae](mailto:air.transport@dcaa.gov.ae)  
Website: [www.dcaa.gov.ae](http://www.dcaa.gov.ae)

### **Schedule Facilitation**

2.2.2. DWC is designated as IATA Level 2 – schedule facilitated. Requests for GA movements more than 24 hours from operation shall be directed to ACL. Requests within 24 hours to operation shall be directed to either ACL or the Airport Operations Centre JCR. Flights are subject to prior DCAA landing permission and traffic rights and all schedules remain subject to DCAA approval. Schedule requests, or modifications thereof, should be sent to ACL using IATA SSIM format or via the Online Coordination system (OCS):

Airport Coordination Limited (ACL)  
Tel: +44 (0)20 8564 0612/622  
Dubai Tel: +971 4 216 2153  
SITA: DXBSCXH  
Email: [slots@acl-international.com](mailto:slots@acl-international.com)  
[DXBSCXH@acl-international.com](mailto:DXBSCXH@acl-international.com)  
OCS: [www.online-coordination.com](http://www.online-coordination.com)

Airport Operations Centre JCR  
Tel: +971 4 504 5016  
Fax: +971 4 224 5928  
Email: [jointcontrol.room@dubaiairports.ae](mailto:jointcontrol.room@dubaiairports.ae)  
SITA: DXBADXH

If automated schedule clearances are received via ACL or the Online Coordination System (OCS) then there is no requirement to call Airport Operations Centre JCR.

Operators can manage their own schedules via the Online Coordination System 24 hours a day, further information and an application form for access is available at [www.online-coordination.com](http://www.online-coordination.com).



## **Ground Handling**

2.2.3. Jet Aviation, DC Aviation-AI Futtaim and Execujet Aviation Group are fixed-base Operators for General Aviation aircraft at DWC. Handling requests should be sent to either of the following addresses:

**Execujet Middle East- Dubai:**

Tel: +971 4 601 6363

Fax: +971 4 299 7818

[fbo.omdb@execujet-me.com](mailto:fbo.omdb@execujet-me.com)

[www.execujet.com](http://www.execujet.com)

**Jet Aviation- Dubai :**

Tel. +971 4 207 3411

Fax +971 4 299 0701

[pahdwc@jetaviation.ae](mailto:pahdwc@jetaviation.ae)

[www.jetaviation.com](http://www.jetaviation.com)

**DC Aviation-AI Futtaim :**

Tel. +971 56 225 7675

Fax +971 4 887 9285

[operations@dc-aviation.ae](mailto:operations@dc-aviation.ae)

[www.dc-aviation.ae](http://www.dc-aviation.ae)

## **Policing**

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

## **2.3. Payment**

2.3.1. All payments are arranged and made by the appointed handler to the Airport.

2.3.2. Credit on settlement of Airport charges is granted only to airline Operators/FBOs that successfully meet DA'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.

2.3.3. The Operator/FBO 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.

The Operator who has applied and received approval for credit facilities must agree and sign the credit application form. The Operator should provide the following along with his application:

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

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

2.3.5. DA has the full right to stop credit facilities and seek the collateral's encashment if one or more 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.

2.3.6. All invoices should be paid in full without any deduction and DA will not bear any charges on account of bank transfer, exchange difference, etc.

2.3.7. The Operator/FBOs 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 DAs' 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**

2.3.8. 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. Interest will be charged on a daily basis from the day that any amount becomes due until it represents cleared funds into the DA bank account.

DA will invoice the Operator/its appointed handler for such interest and the right to charge interest shall not affect any other right that DA may have. The waiver of these charges will be at the discretion of the CEO of DA under exceptional circumstances only.

**Finance contact details for queries**

Tel: +971 (0) 4 2162142

Email: [central.cashoffice@dubaairports.ae](mailto:central.cashoffice@dubaairports.ae)

Tel: +971 (0) 4 2162018

Email: [billing@dubaairports.ae](mailto:billing@dubaairports.ae)

**2.4. Data**

Data requirements are as follows:

**Reference data**

2.4.1. The GA Operators at DWC shall, or shall ensure that they furnish on demand the following data to the appointed Handler/ Airport Operations Centre JCR or ACL from time to time to determine:

- Fleet details including aircraft type and registration, number of seats, Maximum Take-Off Weight (MTOW in kilograms) of each aircraft owned or operated by the Operator 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**

2.4.2. The Operator, or its appointed handler at DWC, shall furnish on demand, in such form as the Airport may from time to time determine:

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

**Operational data**

2.4.3. The GA Operators shall provide the Airport Operations Centre, JCR complete and accurate operational data preferably by automatic electronic means.

The required operational data includes:

- Aircraft type and registration
- Appointed FBO
- Planned and actual schedule (including flight number, aircraft type, MTOW certificate, number of seats, route and scheduled time of operation)
- Estimated times of operation
- Actual times on and off stand
- Stand departure delays greater than 15 minutes
- Turnaround linked flight numbers and registrations (including changes)
- Number of crew and passenger onboard for both arriving and departing flights
- Operator's name and address
- Reason for operation
- Nature of flight (Cash / Credit / Credit Card)



### **Delivery data**

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

Airport Operations Centre, JCR  
Email: [jointcontrol.room@dubaairports.ae](mailto:jointcontrol.room@dubaairports.ae)  
SITA: DXBADXH  
Tel: +971 4 504 5016  
Fax: +971 4 224 5928

### **Emergency Services:**

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 JCR will cause delaying the action and response time.

## **3. Airport Charges**

### **3.1. Charges on Landing**

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

3.1.2. The charges will be based on MTOW (Maximum Take-Off Weight) of the aircraft. Therefore, operators should submit their MTOW certificate(s), failing which, the billing will be calculated on standard MTOW for each aircraft type. The certificate should be either from the aircraft manufacturer or from the Civil Aviation Authority of the carriers' host country.

3.1.3. The charges will be collected by the appointed handler.

### **3.2. Aircraft Parking Charges**

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

3.2.2. Parking charges will be based on the total number of hours, or part thereof, that any aircraft has been parked on areas designated as Airport parking areas.

3.2.3. Parking charges will apply On-block time to Off-block time once aircraft is secured.

3.2.4. The charges will be collected by the appointed handler.

## **4. Rebates**

**4.1.** The Chairman or the CEO of Dubai Airports has 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.

**4.2.** Royal, diplomatic, and state aircraft are exempted from landing and parking charges as per AIP, UAE.





## **5. Charges Disputes**

**5.1.** Disputes must be made within 30 days of invoice date. Disputes submitted beyond this timeframe will not be entertained.

**5.2.** 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 5045305

Fax: 009714 2167152

Email: [Dispute@dubaairports.ae](mailto:Dispute@dubaairports.ae)

**5.3.** Data Delivery or invoice dispute requests which are addressed to the wrong department are excluded from the possibility of a later claim.



## 6. Schedule of Charges

General Aviation Airport charges at DWC are as follows:

### 6.1. Charges on Landing

Landing charges are based on the MTOW

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

### 6.2. Aircraft Parking Charges

The charges for parking GA aircraft at DWC are based on the number of hours on ground occupying a parking bay as follows:

Narrow body aircraft (including rotary wing aircraft)	0-6 Hrs:	Free parking period
	6- 24 Hrs:	AED 20 per hour
	24- 48 Hrs:	AED 30 per hour
	48- 72 Hrs:	AED 40 per hour
	72- 96 Hrs:	AED 50 per hour
	Beyond 96 Hrs:	AED 60 per hour
Wide body aircraft	0-6 Hrs:	Free parking period
	first 3 hours after end of free period	AED 300 per hour
	Each additional hour	AED 550 per hour

### 6.3. Other Charges

In addition to the above charges, Security Charges and Fire Coverage charges are payable by the Operator as follows:

Security Charge	
Charge per service	AED300 flat rate per usage (for flights that require additional security)

Fire Coverage Charge	
Charge per service	AED 200

## **7. Inadmissible Passenger Policy**

### **7.1. Definition**

7.1.1. An Inadmissible Passenger means a passenger who is refused admission to the United Arab Emirates by the Immigration Authority, and/or a passenger who is refused onward carriage through the UAE due to improper documentation such as, but not limited to, absence of visa, expired visa, or expired passport or travel documents.

### **7.2. Purpose**

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

### **7.3. Procedures**

7.3.1. It is the responsibility of the appointed FBO and the Operator 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 Operator to arrange and cover the cost of a return ticket/flight to return the passenger to their country of origin.

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.

7.3.3. During the waiting time, the assigned FBO and the shall take full responsibility for the passenger's welfare in the terminal and provide all necessary amenities.

7.3.4. The GA Operator at DWC shall provide the final date of departure of the inadmissible passenger to the assigned handler.

### **7.4. Fines**

7.4.1. DA shall impose a fine of AED 5,000 per inadmissible passenger regardless of age or gender to the FBO in question.

7.4.2. DA will also impose an additional fine of AED 1,000 per passenger for every 24 hours calculated from actual time of arrival (ATA).

### **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 the respective airline/s
- c) Airline name and flight number/date of operation

The above mentioned documents are to be submitted within 24 hours of operation.

**For more details on Inadmissible Passengers operations and billing procedures, please refer to the MOU (version 6).**