

CONDITIONS OF USE FOR PASSENGER AND CARGO

Airport : Al Maktoum International Airport - Dubai World Central (DWC)

Category : Passengers and Cargo

Effective: Northern Winter 2024

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#### DEFINITION OF TERMS AND INTERPRETATION

1.1 In these Conditions of Use, the following words shall have the following meaning:

'ACL' means Airport Coordination Limited, the slot coordinator appointed by us.

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

'Airport Charges' are charges levied by us in connection with landing, parking and other services offered to you.

'Airport Slot' means the permission given by ACL for a planned operation to use the full range of Facilities and Services necessary to arrive or depart at the Airport on a specific date and time.

'Air Operator's Certificate' means the certificate of that name issued under the applicable legislation of the country in which your operation is based.

'AOCC' means the Airport Operations Control Centre.

'AOSP' means the Aircraft Operator Security Program, which all aircraft operators providing services from the UAE shall establish in accordance with the GCAA CAR part VII.

'Arriving Passenger' means an inbound Passenger whose final destination is the UAE.

'Cargo' means any goods carried on an aircraft and covered by an air waybill, including mail.

'Chapter 2 Aircraft' means those aircraft with noise standards described in Chapter 2 of Annex 16 to the 1944 Convention on International Civil Aviation.

'Conditions of Use' means these Conditions of Use for Passenger and Cargo.

'DCAA' means the Dubai Civil Aviation Authority.

'Departing Passenger' means a Passenger whose final destination is a place outside the UAE.

'Dubai Airports' or 'DA' means Dubai Airports Corporation.

'DXB' means Dubai International Airport.

'Effective Date' means the date on which these Conditions of Use become effective, as set out in the front page.

'Facilities and Services' means the aircraft movement, passenger processing and other general facilities and services provided by us to you at the Airport, except to the extent that those facilities and services

are provided to you at the Airport under separate contractual arrangements and/or separate authority provided by us.

'GCAA' means the UAE General Civil Aviation Authority.

'General Aviation' means any air services operations other than RPT, cargo or military

'GSA' means a General Sales Agent.

'IATA' means the International Air Transport Association.

'ICAO' means the International Civil Aviation Organization.

'Inadmissible Passenger' means a passenger who is refused entry into the UAE or is refused onward carriage through the UAE due to improper travel documentation.

'Legislation' means all UAE federal or Dubai laws, decrees or ordinances and any rule, order, regulation, notice, policy, direction, bye-law, permission and plan from time to time issued by any federal or local authority or body having jurisdiction over the activities of the Airport or aircraft using it.

'MTOW' means Maximum Take-Off Weight and refers to the maximum take-off weight of an aircraft as specified in the aircraft noise certificate (or equivalent documentation issued by the competent regulatory authority).

'NOTAM' means an airport-issued notice to airmen.

'Passenger' means the occupant of an aircraft (of any age), other than the flight or cabin crew.

'Regular Public Transport Operations' or 'RPT' means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.

'Season' refers to the IATA scheduling seasons and means, in each year, (i) for the Northern Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October; and (ii) for the Northern Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.

'Schedule of Charges' refers to the charges applicable to your use of our Facilities and Services as listed in Annex 5 of these Conditions of Use and published by us on our official website at <a href="https://dubaiairports.ae/corporate/business-opportunities/airlines">https://dubaiairports.ae/corporate/business-opportunities/airlines</a>.

"SMS" means Safety Management System

'Supplementary Documents' means the documents listed in Annex 1 of these Conditions of Use, as amended from time to time.

'Transfer Passenger' means a Passenger arriving at, and departing from, the Airport on a different aircraft or on the same aircraft bearing a different flight number.

'Transit Passenger' means a Passenger arriving at the Airport on a through flight and subsequently departing from the Airport on the same aircraft, or on a replacement aircraft in the event that the aircraft on which the passenger arrived has been declared unserviceable.

'UAE' means the United Arab Emirates.

'we' or 'us' or 'our' means Dubai Airports Corporation and includes our successors and assigns.

'you' or 'your' means, in the case of RPT, the holder of the Air Operator's Certificate at the time our Facilities and Services are used or, in the case of non-RPT, the person or entity who is identified as 'owner' or the holder of the aircraft certificate of registration, or otherwise has the management or control of the aircraft, at the time our Facilities and Services are used. The terms shall include your executors, administrators, successors and assigns.

- 1.2 The singular includes the plural and the plural includes the singular.
- 1.3 If you consist of more than one person or entity, then each person or entity is jointly and severally liable under the Conditions of Use.
- Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression, shall be construed as illustrative only and shall not limit the sense of the words preceding those terms.
- 1.5 Headings used in these Conditions of Use are for convenience only and shall not affect the interpretation of the relevant provisions in these Conditions of Use.

#### 2. THESE CONDITIONS OF USE

- 2.1 The Conditions of Use set out the terms and conditions that apply to and govern the relationship between you and us and that apply to and govern your use of the Facilities and Services. A copy of these Conditions of Use is provided to you and, in addition, is made available on our website.
- 2.2 These Conditions of Use take effect from the Effective Date and replace all previous editions of the Conditions of Use.
- 2.3 Prior to your first use of the Facilities and Services following the Effective Date, you shall provide to us (by email to <a href="mailto:airline.relations@dubaiairports.ae">airline.relations@dubaiairports.ae</a>) with a copy of these Conditions of Use signed

by you for acceptance. However, if you do not provide us with a signed copy of these Conditions of Use, by your use or continuing use of the Facilities and Services you shall be deemed to:

- 2.3.1 have agreed to, and be legally bound by, these Conditions of Use; and
- 2.3.2 have waived any and all rights to challenge the validity and enforceability of these Conditions of Use on the basis that these Conditions of Use have not been signed by you.
- 2.4 Nothing in these Conditions of Use shall:
  - 2.4.1 confer or be deemed to confer to you the right to use the Facilities and Services without our permission and consent.
  - 2.4.2 waive or be deemed to waive (or otherwise limit) any power, right or authority conferred on us by the Legislation.
- 2.5 These Conditions of Use do not apply to General Aviation operations, in respect of which our separate Conditions of Use for General Aviation apply.

#### SUBMISSION OF INFORMATION

- 3.1 Prior to using our Facilities and Services, you shall provide us with:
  - 3.1.1 Your name, address and contact details.
  - 3.1.2 Airline questionnaire filled by the airline (available upon request).
  - 3.1.3 Evidence of obtaining the required landing permission through the relevant authorities (DCAA).
  - 3.1.4 Evidence that you have obtained the required Airport Slots from ACL.
  - 3.1.5 Names, addresses, telephone numbers, fax numbers, email addresses and all other contact details of your key personnel that we can contact at any time about emergencies, security, operational or financial matters in connection with your use of the Facilities and Services.
  - 3.1.6 Copy of your passenger welfare programme compliant with the terms of Clause 12 and Annex 4 to these Conditions of Use.
    - Items 3.1.1 to 3.1.6 above by email to <u>airline.relations@dubaiairports.ae</u>
  - 3.1.7 Copy of your aircraft recovery plan setting out the arrangements for the removal and/or recovery of stationary and/or disabled aircraft.

- 3.1.8 Copy of your emergency plan setting out your emergency procedures in connection with any potential threats to Passengers, Cargo and our Facilities and Services.
  - Items 3.1.7 and 3.1.8 above by email to emergency.planning@dubaiairports.ae
- 3.1.9 Copy of your AOSP, by email to <u>dasecurity@dubaiairports.ae</u>
- 3.1.10 Evidence of compliance with your insurance obligations set out in Clause 16, *by email to insurancemanagment@dubaiairports.ae*
- 3.1.11 MTOW/Noise certificates for the operating aircraft, by email to billing@dubaiairports.ae

### 4. YOUR USE OF THE FACILITIES AND SERVICES

- 4.1 When using our Facilities and Services, you must at all times comply with:
  - 4.1.1 These Conditions of Use;
  - 4.1.2 The Legislation;
  - 4.1.3 The Supplementary Documents;
  - 4.1.4 Any instructions, orders, directives, notices, rules and policies issued by us from time to time, which may supplement, vary, or discharge any of the terms and conditions set out in these Conditions of Use; and
  - 4.1.5 All rules, guidelines and codes of practice applicable to Airport Slots and their allocation.
- 4.2 You acknowledge and accept that access to our Facilities and Services is subject to the demand of other users of the Airport and may be constrained by the Legislation. We will manage and regularly review the access to our Facilities and Services having regard to their availability, capacity constraints and efficient use.

### 5. TRAFFIC RIGHTS AND AIRPORT SLOTS

- The Airport is designated as a Level 3 airport as defined in the Worldwide Airport Slot Guidelines (WASG) (Airport Council International (ACI), Worldwide Airport Coordinator Group (WWACG), and IATA. ACL is the appointed coordinator to allocate Airport Slots to airlines and other aircraft operators using or planning to use the Airport.
- You are not permitted to operate to or from the Airport without first obtaining landing permission and traffic rights from the DCAA and an Airport Slot from ACL on a Season-by-Season basis.

- 5.3 If you are an existing airline operator and intend to make changes to a schedule that has already been approved by the DCAA, you shall obtain prior landing permission from the DCAA as per the amended schedule, and Slot should be modified by sending a change request, cancellation request or a new slot request, in IATA SSIM chapter 6 format to <a href="mailto:slots@acl-international.com">slots@acl-international.com</a> or via the online coordination system (OCS). OCS may be unavailable periodically due to maintenance of the system.
- Applications for permissions (scheduled, extra, and/or charter) must be submitted through a designated online portal. All airlines/operators/agents are required to sign up at the following official link: <a href="www.dcaa.gov.ae">www.dcaa.gov.ae</a> to submit their requests. Moreover, if DCAA requires, applications must also be submitted via email. These should be directed, along with, but not limited to, the proposed schedules and AOSP, to the DCAA at the following address:

Air Transport & International Affairs Sector

Dubai Civil Aviation Authority

Dubai International Airport

P.O. Box 49888 Dubai, UAE

Tel: 00971 4 777 0440

Mobile: 00971 56 686 9128

Fax: 00971 4 2244502

Email: <u>air.transport@dcaa.gov.ae</u>

Traffic rights should also be confirmed by the DCAA on a season-by-season basis. All operators are required to check the Conditions of Use submitted by Dubai Airports.

The setting of policy and negotiation of traffic rights is undertaken by the DCAA in cooperation with the GCAA. Before granting an operating permit for scheduled flights, the DCAA ensures that the services are undertaken in accordance with the traffic rights and conditions provided under the air service arrangements which the UAE and the Emirate of Dubai has agreed with the state where the airline is registered. In the case of non-scheduled (charter) flights, the DCAA will consider the application on a case-by-case basis, at its discretion.

ACL's contact details are set out in Annex 2 to these Conditions of Use. The rules applicable to the allocation of Airport Slots, which form an integral part of these Conditions of Use, can be found on ACL's website at <a href="https://www.acl-uk.org/airport-info-details/?aid=13">https://www.acl-uk.org/airport-info-details/?aid=13</a> and are also reproduced in Annex 3 to these Conditions of Use.

- Schedules should be sent in IATA SSIM Chapter 6 format to Airport Coordination Limited (ACL) in the time scales specified by the schedules calendar to the address hereafter: Email: <a href="mailto:slots@aclinternational.com">slots@aclinternational.com</a>. The calendar of Coordination Activities can be downloaded at <a href="https://www.iata.org/en/programs/ops-infra/slots/calendar-of-coordinated-activities/">https://www.iata.org/en/programs/ops-infra/slots/calendar-of-coordinated-activities/</a>
- 5.7 Slots must be applied for using a valid IATA (primary requirement) and if not available, ICAO operator code. can be used for slot application. FBOs or third parties must obtain an authorisation letter in advance of applying for slots on behalf of an operator.
- The schedules facilitator appointed by us will manage submitted schedules on our behalf within the identified capacity levels of the Airport facilities. In periods where submitted schedules result in over-capacity of the Airport facilities, you are expected to work constructively with the schedule facilitator to reduce demand in those periods to levels below the capacity limit through accommodation of their schedule in less busy periods.
- 5.9 The allocated Slots by ACL are all subject to the respective handling agreement with dnata.

## 6. OPERATIONAL REQUIREMENTS

- 6.1 You acknowledge that, in the prevailing ambient conditions, your aircraft must meet the published minimum climb gradients for departure from the Airport and undertake to adjust your payload accordingly to ensure that these requirements are met.
- 6.2 Upon request, you shall supply to us and/or to the DCAA/GCAA evidence that your aircraft does not exceed the MTOW. The load manifest, trim sheet and load plan relating to each flight shall be left with your ground handling agent and may be subject to random checks.
- You are responsible to ensure that flight plans submitted by you/your agent comply with the required ICAO flight planning principles.
- Your aircraft must be able to fly 'Standard Arrival Routes' and 'Standard Instrument Departures' to the required degree of accuracy, in accordance with UAE AIP charts "OMDW-AD-2-41" to "OMDW-AD-2-46", and be equipped in accordance with the Legislation governing the use of the UAE airspace.
- dnata is the sole ground handling service provider at the Airport and you shall contract with dnata for the provision of ground handling services to you prior to the use of our Facilities and Services. Ground handling services are provided by dnata in accordance with their standard terms and conditions, unless otherwise agreed in writing between you and dnata. Requests for ground handling services shall be directed to dnata by email to groundhandling@dnata.com.

You shall permit dnata to perform advance passenger processing. In the event you cease your operations at DWC, you must remove, or arrange with dnata storage of, your equipment (containers, pallets, stationary, etc.). If you fail to remove, or arrange storage of, your equipment, dnata shall be entitled to remove all remaining equipment.

You are prohibited from purchasing on-board catering from food outlets at the Airport. For any in-flight catering requirements you shall contact and contract with Emirates Flight Catering. Emirates Flight Catering's contact details are as follows:

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

#### 7. RESTRICTIONS ON THE USE OF THE AIRPORT

- 7.1 We 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 operations, to refuse take-off or landing permissions, to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual/entity, when any such action is considered necessary or appropriate to avoid endangering persons or property and/or to ensure the safe operation of the Airport.
- 7.2 We may prohibit or restrict the operation at the Airport of certain types of aircraft for operational reasons, subject to prior notification to you.
- 7.3 We shall not be liable for any damages, losses, costs and/or expenses whatsoever incurred by you as a result of actions taken by us under Clauses 7.1 and 7.2 above.
- 7.4 Parachute jumping/sky diving, ultra-light aircraft and tow banner pick-up or drop-off at the Airport are prohibited unless expressly authorised by us, the GCAA and the DCAA.
- 7.5 Chapter 2 Aircraft are prohibited from operating at the Airport.
- 7.6 You are prohibited from parking or storing at the Airport any non-airworthy aircraft for a period in excess of ninety (90) calendar days without prior written permission from us, the DCAA or the GCAA. Such prohibition does not apply to aircraft under construction or being dismantled in fully enclosed and leased premises or to aircraft under repair/maintenance by a maintenance provider authorised by us.

## 8. MOVING OF AIRCRAFT

- We may instruct you to move an aircraft parked or stored at the Airport to another position at the Airport or to remove an aircraft from the Airport. You shall have an agreement in place with your contracted ground handler or another airline operator covering the prompt towing of an aircraft on your behalf on receipt of an instruction from us. Any such agreement shall cover the provision of equipment and personnel required for the towing operations.
- 8.2 If you do not comply with such instruction, we shall have the right to move or remove the aircraft and:
  - 8.2.1 You shall reimburse to us any and all costs incurred by us as a result of having the aircraft moved or removed; and
  - 8.2.2 You shall be liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage (including loss or damage to your aircraft) caused in the course of such operations.
- 8.3 You shall be responsible to promptly remove (and, if applicable, dispose of) any disabled or abandoned aircraft, and any and all parts thereof, subject to any requirements or direction by the GCAA to delay such removal or disposal pending an accident investigation.
- You acknowledge and agree that, in the event that you fail to comply with Clause 8.3 above or if the circumstances so require, we shall have the right to take any and all necessary action to promptly remove, or dispose of, a disabled or abandoned aircraft (and any parts thereof) and:
  - 8.4.1 You shall reimburse to us any and all costs incurred by us as a result of having the aircraft (and any parts thereof) removed or disposed of; and
  - 8.4.2 You shall be liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage (including loss or damage to your aircraft or any parts thereof) caused in the course of such operations.
- You undertake to cause any owner, lessor, or any other party having an interest in the aircraft you operate, to agree to be bound by, and be jointly and severally liable for the obligations under this Clause 8.

## 9. AIRPORT CHARGES

### 9.1 <u>Scope</u>

This section of the Conditions of Use and the Schedule of Charges set out the charges, and the conditions thereof, which apply to your use of our Facilities and Services, unless specifically exempted. The charges listed in the Schedule of Charges are exclusive of VAT and you shall pay

the VAT where required in accordance with the applicable laws and regulations in force in the UAE from time to time.

### 9.2 Types of Charges

#### 9.2.1 Policing

(a) Where you are, or the origin/destination of a flight operated by you is, identified as being at significant or high risk, you shall pay an additional charge, as notified by us, equating to the cost of any policing services additional to the services normally provided to operators for flight origins/destinations at lower levels of risk.

#### 9.2.2 Charges on landing

- (a) Charges on landing apply to each landing and the subsequent take-off of an aircraft.
- (b) These charges are calculated, in accordance with the Schedule of Charges, based on the MTOW set out in the documents supplied by you under Clause 3.1 above, charged per tonne or part thereof.
- (c) Should you fail to submit evidence of the MTOW of the relevant aircraft prior to operation in compliance with Clause 3.1 above, the charges on landing shall be calculated on the basis of the highest level of MTOW for the relevant aircraft type.

## 9.2.3 Charges on parking

- (a) The charges on parking are levied, in accordance with the Schedule of Charges, on the basis of the total number of hours, or part thereof, calculated as "on-block" to "off-block" times, that an aircraft has been parked on areas designated as the Airport parking areas.
- 9.2.4 Passenger Service Charges (PSC)
- (a) PSC apply to all commercial airlines operating a flight departing from the Airport.
- (b) PSC are levied in accordance with the Schedule of Charges, for each Departing Passenger (excluding infants, Transit and Transfer Passengers continuing travel within 24 hours of arrival).
- (c) Failure to submit accurate information in the defined standard format for each flight, as set out in Clause 9.4 below, will result in the full flight passenger load being used as the basis to calculate the PSC. You shall not be entitled to challenge such calculation.

- 9.2.5 Passenger Safety & Security Fee (PSSF)
- (a) PSSF applies to all commercial airlines operating a flight departing from the Airport.
- (b) PSSF is levied in accordance with the Schedule of Charges for each Departing Passenger (excluding infants, aircraft operating crew and Transit/Transfer Passengers continuing travel within 24 hours of arrival).
- (c) Failure to submit accurate information in the defined standard format for each flight, as set out in Clause 9.4 below, will result in the full flight passenger load being used as the basis to calculate the PSSF. You shall not be entitled to challenge such calculation.
- 9.2.6 Advanced Passenger Information Fee (API)
- (a) API applies to all commercial airlines.
- (b) API is levied in accordance with the Schedule of Charges for each Arriving, Departing, Transiting, Transferring Passenger (excluding infants and aircraft operating crew).
- (c) Failure to submit accurate information in the defined standard format for each flight, as set out in Clause 9.4 below, will result in the full flight passenger load being used as the basis to calculate the API. You shall not be entitled to challenge such calculation.
- 9.2.7 Passenger Facility Charges (PFC)
- (a) PFC applies to all commercial airlines.
- (b) PFC are levied in accordance with the Schedule of Charges for each Departing Passenger (excluding infants, aircraft operating crew and Passengers in transit between two flights with the same flight number).
- (c) Failure to submit accurate information in the defined standard format for each flight, as set out in Clause 9.4 below, will result in the full flight passenger load being used as the basis to calculate the PFC. You shall not be entitled to challenge such calculation.
- 9.2.8 Other Charges
- (a) In addition to the charges listed above, the following charges are levied in accordance with the Schedule of Charges:

(i) Security charges, namely "extra security charge", levied on all flights requiring extra security, and "security screening charge", levied on all integrator flights departing from the Airport.

## 9.3 <u>Charges increase and inflation.</u>

We shall have the right to adjust the rates of any Airport Charges by providing sufficient notice to you. Increases pertinent to inflation, in particular, shall be communicated to you on a yearly basis.

### 9.4 <u>Data Requirements</u>

- 9.4.1 To ensure that correct landing charges are invoiced, you must provide the aircraft noise certificate (detailing the aircraft registration number and MTOW) to our Finance Unit (by email to <a href="mailto:billing@dubaiairports.ae">billing@dubaiairports.ae</a> and <a href="mailto:AOCC.Integration@dubaiairports.ae">AOCC.Integration@dubaiairports.ae</a>) prior to your operations and/or should any change to an aircraft's MTOW occur.
- 9.4.2 For all Passenger related charges, passenger data shall be submitted to us in accordance with the "data submission user guide" and using the "passenger charges data submission excel sheet" available on the corporate section of our website <a href="www.dubaiairports.ae">www.dubaiairports.ae</a> (under the Conditions of Use & Charges tab).
- 9.4.3 Total Passenger figures must match the totals in the Load Distribution Messages (LDM), otherwise the highest value will be applied and no disputes will be accepted. Should you fail to comply with the LDM messaging requirements set out in Clause 10.5 on either leg of the flight, you will be charged for a full load on the rotation and no disputes will be accepted.
- 9.4.4 Passenger data submission shall be by email or other digital means accepted by us within12 hours after Actual Time of Departure (ATD) via the standard format template, asprovided in Clause 9.4.2

### 9.5 Payment of Airport Charges

### 9.5.1 Payment

For queries, contact our Finance Department (by email to <u>creditcontrol@dubaiairports.ae</u> or refer to the contact list in Annex 2).

## 9.5.2 Advance payment

- (a) Effective from the Northern Winter schedule 2019, if you have not secured credit facilities with us, you must process advance payments with a minimum of five (5) working days' notice prior to the first arrival/departure.
- (b) If you intend to operate a one-off flight, you are required to provide an advance payment before the intended operation. If you are a seasonal operator and hold a series of slots, you are required to provide an advance payment equal to one-month's billing of your estimated operation as advance payments.
- (c) Invoices will be adjusted against the advance payments which you have secured with us and advance payments must be replenished within five (5) working days after every billing cycle.
- (d) Advance payments levy a 5% disbursement fee on the invoice value.
- (e) Upon review of the status of your payments, we reserve the right to take any or all of the following steps in case of continued advance payment defaults (including a default on the payment of collateral for the conversion from "advance payment" customer to "credit facility" customer):
  - (i) Apply a late payment penalty (also defined under Clause 9.5.4) all delayed advance payments shall carry interest at the rate of 3% above the Emirates Interbank Offered Rate (EIBOR) per annum or 8% per annum (whichever is higher) to be charged on a daily basis from the day that any amount becomes due until clear funds are received into our bank account.
  - (ii) Increase the disbursement fee from 5% to 10% on the invoice value from the next billing cycle.
  - (iii) Increase the level of the advance payment required from one-month's billing to two-months' billing.

The rate change under Clause 9.5.2(e)(ii) and the increase under Clause 9.5.2(e)(iii) shall continue for at least six (6) months and shall only be reversed if you comply with the terms of these Conditions of Use consistently for a continued period of six (6) months.

- (f) We reserve the right to suspend/cease airline services related to your customer processing in the event of non-compliance with advance payment terms and conditions.
- (g) In the event that you have not provided adequate notice for advance payments (as provided under Clause 9.5.2(a) and (b) above), aeronautical charges remain payable as per the Conditions of Use.

- (h) For more details on the advance payment process, please contact <a href="mailto:billing@dubaiairports.ae">billing@dubaiairports.ae</a>.
- 9.5.3 Credit Facility
- (a) Starting from the Northern Winter Schedule 2023, all scheduled airlines must operate under credit terms in line with the provisions listed below.
- (b) Credit on settlement of Airport Charges is granted only if you successfully met our credit terms and conditions. We must secure our accounts receivable by obtaining either a cash deposit or bank guarantee valid for one (1) year with an automatic renewal clause from a designated bank operating in the UAE before you are entitled to use our credit facilities.
- (c) For the submission of the bank guarantees, you are kindly requested to approach your designated bank to issue the bank guarantees in Dubai Airports Corporation favour to our advising bank Emirates NBD, Swift Code EBILAEADXXX in the format approved by us
- (d) You should specify the services you require access to on a credit basis. The required collateral will be determined by us. Total estimated three (3) months' charges will be monitored, re-calculated and re-evaluated at the end of each quarter. Thus you may need to provide additional collateral if your total estimated three months' charges have been increased.
- (e) If you have appointed a GSA to be fully responsible for your operations at the Airport, the GSA must provide satisfactory evidence confirming their authority on your behalf. Any invoice will be raised in your name and addressed to the GSA. You and the GSA shall update us within five (5) working days in case of any change in the relationship in order for us to amend the billing formalities.
- (f) If you are a credit customer, you must pay in full all due invoices within thirty (30) calendar days from the date of the invoice.
- (g) Invoices are issued via email fortnightly from the 1<sup>st</sup> to the 14<sup>th</sup> day of the month for the first fortnight and from the 15<sup>th</sup> day to the end of the month for the second fortnight.
- (h) We shall have the full right to stop any credit facilities, encash the collateral and/or suspend/cease airline services related to your operation if one or more of the following scenarios occur:
  - (i) The total outstanding or overdue amount is not settled by you within the specified credit period.

- (ii) The total outstanding amount exceeds the collateral amount and you intentionally or unintentionally do not settle the difference.
- (iii) The total expected three-month charges exceed the collateral amount and you intentionally or unintentionally do not increase your collateral amount within a specific period set out by us.
- (iv) You intentionally or unintentionally do not respond to our notification of renewal of the pertinent collateral before one (1) month of the collateral's expiration date.
- (i) All invoices shall be paid in full ((in Arab Emirates Dirhams [AED]) without any deduction and we shall not bear any charges on account of bank transfer, exchange difference, etc. It is your responsibility to provide full remittance details of the payments made to us. All remittances should be emailed to: <a href="mailto:creditcontrol@dubaiairports.ae">creditcontrol@dubaiairports.ae</a>. If no payment allocation is provided within thirty (30) calendar days of payment, the payment will be allocated to the oldest open invoice on the account.
- You, as a credit customer, shall upgrade your collateral following the standard procedures set by us if you are expanding your operations to the Airport. Should you fail to upgrade a bank guarantee given as security, you shall pay a cash deposit equivalent to three (3) months of operations based on anticipated flight schedules, aircraft type and passenger numbers. Deposits should be made at least two (2) weeks before the anticipated increase in your operations.
- (k) Should you fail to comply with the above collateral upgrade or cash deposit, we shall have the right to encash the collateral and you shall lose your credit customer privilege. The provision of Clause 9.5.3(h) shall apply.
- (I) You can request to withdraw the collateral you submitted if you decide to stop using credit facilities. In this instance, the collateral will be handed over by us to you after two (2) months from the request date, in order for us to prepare all pending invoices and settle pending accounts of the customer.
- 9.5.4 Late Payment Policy
- (a) Any payment due to us that is not paid by cheque, or bank transfer in cleared funds by the due date, shall carry interest at the rate of 3% above EIBOR per annum or 8% per annum (whichever is higher) to be charged on a daily basis from the day that any amount becomes due until clear funds are received into our bank account.

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(b) We will invoice you for any such interest, without prejudice to any other rights we may have. The waiver of interest shall be at our sole discretion and for exceptional circumstances

only.

9.5.5 Disputes

(a) Any disputes on our invoices will be considered only if accurate information, along with

supporting data/documents, is provided and within the timeframe set out below.

(b) Any disputes must be raised (by email to <a href="mailto:billing@dubaiairports.ae">billing@dubaiairports.ae</a>) within 30 calendar days

of receipt of the relevant invoice, along with a copy of the relevant invoice and supporting

documents, such as noise certificate, passenger manifest, load sheet and/or other relevant

documents. Disputes which are raised beyond this time period or without the supporting

documents will not be considered as validly submitted.

(c) You shall not, without our express written consent, be entitled to set off, deduct or hold

from the outstanding charges any amount in respect of which you have raised a dispute.

You shall pay all charges in full pending resolution of any such dispute.

9.5.6 Penalties collection

Any funds received from you shall be first allocated to any outstanding penalties, fines and interest

on unpaid invoices related to your operation.

9.6 <u>Exemptions</u>

9.6.1 Royal, diplomatic, and state aircraft are exempted from landing and parking charges only.

9.6.2 You are responsible to provide our AOCC and Finance Department (by email to

<u>aocc@dubaiairports.ae</u> and <u>billing@dubaiairports.ae</u>) with all relevant documents

justifying the exemption prior to operation.

9.6.3 Diverted flights are not exempted from Airport Charges. All relevant Airport Charges are

applicable as set out in the Schedule of Charges.

9.6.4 For any queries, you must contact our Finance Department at the following contact

details:

Tel: +971 (0)4 504 5376

Email: billing@dubaiairports.ae

Tel: +971 (0)4 504 5437

Email: creditcontrol@dubaiairports.ae

## 10. OTHER DATA REQUIREMENTS

## 10.1 <u>General Requirements</u>

- 10.1.1 You shall comply with data requests issued by us for the purposes of invoicing, reconciliations and supporting the planning, operation and performance management of the Airport.
- 10.1.2 You shall comply with the data requirements outlined in these Conditions of Use. Proven and voluntary non-compliance will be addressed by our Aviation Business Management Team.
- 10.1.3 We and/or ACL shall be entitled to publish any information required for the purpose of comparing your performance (e.g. "On Time Performance") in a format that we and/or ACL may deem appropriate at the necessary date intervals that we and/or ACL determine.

#### 10.2 IT Requirements

- 10.2.1 You undertake to take reasonable steps to inform us in advance of IT system(s) or IT infrastructure changes within your organisation which may have an impact on our operational IT system(s).
- 10.2.2 You must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between your Departure Control Systems (DCS) and us and:
  - (a) take all reasonable steps to ensure that accurate data is contained within your central systems (including any websites) and the DCS at all times;
  - (b) ensure that in the event of flight cancellation, your DCS and website is updated and a message in IATA SSIM Chapter 6 format is sent to ACL (by email to <a href="slots@acl-international.com">slots@acl-international.com</a>) as soon as reasonably possible after the cancellation is identified, and;
  - (c) where you make any change to or replace your DCS, which has a risk of impacting the wider Airport community, you must notify us without delay.
- 10.2.3 For stations without online DCS connectivity, data exchange for baggage and passenger messages can be facilitated by e-mail to <a href="mailto:DWCOPS.data@dubaiairports.ae">DWCOPS.data@dubaiairports.ae</a>. Further clarification regarding message format or means of communication can be sought from our Aviation Business Management team by email to <a href="mailto:airline.relations@dubaiairports.ae">airline.relations@dubaiairports.ae</a>.
- 10.2.4 The SITA address to be used for the purpose of any message to us is DWCADXH,

#### 10.3 Reference Data

- 10.3.1 You shall submit to us on demand and in the prescribed format:
  - (a) Fleet details including aircraft type and registration, number of seats, MTOW of each aircraft owned or operated by you;
  - (b) Details of the aircraft's ascertained NOx emissions in respect of each aircraft owned or operated by you;
  - (c) Details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by you;
  - (d) New and amended ownership or registration details to be advised before the 20th of the month preceding the first usage of an aircraft;
  - (e) Scheduled time of operation in (UTC) of all flights from point of origin to DWC with flight duration; and
  - (f) Flight plan call signs matching the flight number.

### 10.4 Payload Data

- 10.4.1 You shall submit to us within twenty-four (24) hours of your scheduled operation and in the prescribed format:
  - (a) Information related to the movement of your aircraft or aircraft handled by the agent at the Airport for each of those movements. This will include information about the total number of passengers originating, terminating, transiting or transferring (male, female, children, infant, crew and split by travel class), baggage and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport; and
  - (b) The name, postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the entity who is to be invoiced by us.
- 10.4.2 Twenty-four (24) hours prior to the scheduled flight departure you shall submit the Passenger Name List (PNL), through the: appointed handling agent (dnata) at the Airport in the agreed format and to the following address SITA: HDQKMEK

#### 10.5 Operational Data

- 10.5.1 You shall provide to us, in the format and timeframe set out below, transmission of complete and accurate operational data by automatic electronic means using (and conforming to) IATA messaging and communication standards once the aircraft is airborne from outstation destined to the Airport for pre-arrival planning.
- 10.5.2 The required operational data includes:
  - (a) Variations to schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation)
  - (b) Aircraft type and registration (including aircraft substitutions)
  - (c) Turnaround linked flight numbers
  - (d) Estimated times of operation to an accuracy of +/- 5 minutes (including estimated landing time at DWC for arriving flights)
  - (e) Actual times of operation (including off-block and take-off times at outstation for arriving flights)
  - (f) PSC and PFC messages as detailed in these Conditions of Use
  - (g) PSSF messages as detailed in these Conditions of Use
  - (h) API messages as detailed in these Conditions of Use
  - (i) Passenger forecasts and booked loads (originating, terminating and transferring in Dubai World Central) two (2) weeks prior to operation; and
  - (j) The following list of standard messages for all flights arriving to and departing from Dubai World Central:

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

LDM	Load Message	IATA AHM 583	after take-off
PTM	Passenger Transfer	IATA PSCRM RP	after take-off
	Message	1718	
PSM	Passenger Service	IATA PSCRM RP	after take-off
	Message	1715	
ВРМ	Baggage Processing	IATA PSCRM RP	(via BRS)
	Message	1745	
BSM	Baggage Source Message	IATA PSCRM RP	(via BRS)
	(Including Short	1745	
	Connections and		
	Terminated)		
BTM	Baggage Transfer	IATA PSCRM RES	after take-off
	Message	709	
BUM	Baggage Unload Message	IATA PSCRM RP	ASAP
		1745	
BNS	Baggage Not Seen	IATA PSCRM RP	after take-off
	Message	1745	
СРМ	Container / Pallet	IATA AHM 587	after take-off
	Distribution Message		
UCM	ULD Control Message	IATA AHM 587	after take-off
CAL	Change Assistance List	IATA PSCRM RP	after take-off
		1708a	
SLS	Statistical Load Summary	IATA AHM 588	after take-off
PAL	Passenger Assistance List	IATA PSCRM RP	after take-off
		1708a	

- 10.5.3 Our IT systems recognise and strictly apply the following IATA standards:
  - (a) Standards for message formats: IATA AHM 710
  - (b) Standards for message corrections: IATA AHM 711
  - (c) Airport codes: IATA AHM 010
  - (d) Delay information codes: IATA AHM 730/731
  - (e) Interline baggage tag form: IATA RES 740
- 10.5.4 Except for the communication of automated operational messages following the standard IATA format, the data should be sent to us:

- (a) Via SITA messages to DWCADXH; or
- (b) Via email to DWCOPS.data@dubaiairports.ae
- 10.5.5 Any clarification regarding messaging format or means of communication can be sought from our Aviation Business Management team by email to <a href="mailto:airline.relations@dubaiairports.ae">airline.relations@dubaiairports.ae</a>

## 10.6 Passengers with Restricted Mobility (PRM)

- 10.6.1 You must submit pre-notification data for PRM travelling on your flights by SITA messages to the address DWCADXH.
- 10.6.2 If you do not have access to the SITA system, your ground handler at DWC shall pre-book Passengers for PRM services by email to <a href="mailto:aocc@dubaiairports.ae">aocc@dubaiairports.ae</a>.
- 10.6.3 Any SITA or email message must be in a recognised IATA format, with the subject starting with "PAL" or "CAL". It is important that the format details below are followed as the PRM messages are automatically picked up by our system:

PAL

ZB742/03 SEP LGW PART 1

-ALC

1 HARRIS/RUTH. R/WCHR

**ENDPAL** 

If the message is sent by email, the body of the email must begin with "PAL" or "CAL", with no salutations or line breaks.

- 10.6.4 The following Special Service Requests (SSR) codes must be used to ensure the correct allocation:
  - (a) WCHR Passenger cannot walk long distance but can ascend/descend stairs.
  - (b) WCHS Passenger cannot walk long distance, is unable to ascend/descend stairs but can move inside the cabin unaided.
  - (c) WCHC Passenger unable to walk at all, cannot ascend/descend stairs and cannot move inside the cabin. Will need to be lifted in and out of seat on board the aircraft.

- (d) BLND Passenger is blind or visually impaired.
- (e) DEAF Passenger is deaf or hearing impaired.
- (f) DPNA Passenger has a mental or sensory disability.
- (g) PETC Passenger is travelling with an assistance dog.
- (h) STCR Passenger is being transported in a medical stretcher onboard the aircraft. These passengers are often travelling with medical personnel and will be meeting a pre-arranged ambulance or transport.
- (i) WCMP To be used in addition to another SSR code, this will indicate that the Passenger has their own wheelchair or mobility aid which is manually powered.
- (j) WCBD To be used in addition to another SSR code, this would indicate that the Passenger is travelling with their own wheelchair or mobility aid which is battery powered with a dry cell.
- (k) WCBW To be used in addition to another SSR code, this will indicate that the Passenger is travelling with their own wheelchair or mobility aid which is battery powered with a wet cell.
- (I) WCLB To be used in addition to another SSR code, this will indicate that the Passenger is travelling with their own wheelchair or mobility aid which is powered by a lithium-ion battery.

### 10.7 <u>Data Verification</u>

- 10.7.1 Within sixty (60) calendar days of departure, we may request 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. You shall, following a request in writing made by us supply us with the original copies of such documents.
- 10.7.2 Where you, or your handling agent, fail to provide the information required in Clause 10.8.1 within the period stipulated therein, we shall be entitled to assess the charges payable by you under these Conditions of Use by reference to the maximum passenger capacity of the aircraft, the MTOW and the maximum NOx emissions level of the aircraft type;

- 10.7.3 If you detect an error in the information provided to us, then you must, within thirty (30) calendar days of the relevant operation, send us a request to amend the information along with the correct data. We reserve the right not to correct the data if a request is received after the period stipulated above;
- 10.7.4 We will use our best endeavours to maintain the confidentiality of any information that you provide to us and classify as commercially sensitive. This paragraph shall not affect non-disclosure obligations pursuant to separate contracts entered into between you and us or our other legal obligations;
- 10.7.5 You acknowledge that we may verify from time to time the information that you have provided to us by directly counting passengers embarking or disembarking aircraft operated by you.
- 10.7.6 You shall use your best endeavours to assist us to identify the reason for any discrepancies between the information provided by you and the information collected by us.

#### 10.8 Your local contact details

10.8.1 You shall provide our Aviation Business Management team with full contact details of your local station representative and of key people in the town office. It is your responsibility to update our Aviation Business Management team of any changes to such contact details within seven (7) working days of such change taking place.

## 10.9 <u>Emergency Services</u>

10.9.1 You shall contact our AOCC on +971 (0)4 504 5000 for any type of emergencies, including any medical emergency. You acknowledge that any failure by you to report an emergency will delay our action and response time and therefore you acknowledge that we will not be liable for any damages, losses, costs and/or expenses whatsoever suffered or incurred by you as a result.

## 11. INADMISSIBLE PASSENGER POLICY

- 11.1 It is your sole responsibility to ensure that all Arriving, Transit and Transfer Passengers carried on one of your aircraft have the required travel documentation to enter the UAE or to transit through the UAE and enter their country of final destination.
- 11.2 It is your sole responsibility to arrange, and cover any cost thereof, for any Inadmissible Passenger to either travel (i) to his/her country of origin, or (ii) to any other country where he/she is

admissible within twenty-four (24) hours of receiving an admissible passenger form (or equivalent documentation) from the relevant immigration authorities. You shall inform us as soon as possible of the travel arrangements for the Inadmissible Passenger.

- During the waiting time at the Airport you shall be responsible to ensure adequate welfare for the Inadmissible Passenger in the terminal. If the Inadmissible Passenger's waiting time exceeds three (3) hours, you shall provide him/her with meals and refreshments free of charge, commensurate to the waiting time. If the Inadmissible Passenger's waiting time exceeds eight (8) hours or, in any event in case of overnight stay, you shall provide hotel accommodation in the Airport's airside facilities.
- 11.4 We shall impose on you a fine of AED 5,000 for each Inadmissible Passenger carried to DWC on one of your flights. We shall also impose a further fine of AED 1,000 for each Inadmissible Passenger for every twenty-four (24) hours exceeding the initial period of twenty-four (24) hours set out in Clause 11.2 above.
- 11.5 Whilst we understand that, under your conditions of carriage and/or the applicable law, you may have the right to recover from an Inadmissible Passenger any costs incurred by you, you shall be prohibited from taking any steps to recover such costs within the Airport's premises.

#### 12. PASSENGER WELFARE AND CONSUMER PROTECTION

- 12.1 You shall have in place a passenger welfare programme compliant with (for UAE operators), or equivalent to (for foreign operators), the programme set out in the GCAA CAR-PWP (as amended from time to time) and Annex 4 to these Conditions of Use, which you shall activate in the event of flight delays, cancellations, diversions and denied boarding.
- You shall be prohibited from levying on any Passenger while at the Airport any charge, cost, fine (such as, by way of example, excess baggage charges or wheelchair charges) unless you have the right to do so on the basis of the Legislation, your contract of carriage with the Passenger and/or any other written document governing the relationship between you and the Passenger.

### 13. OTHER POLICIES AND PROCEDURES

### 13.1 <u>Emergency Planning and Response</u>

13.1.1 You shall have in place an emergency plan setting out your emergency procedures in connection with any potential threats to Passengers, Cargo and our Facilities and Services. Your emergency plan shall comply with the applicable regulatory standards and industry best practices and:

- (a) Appoint a representative(s) with responsibility and authority to plan for and respond to an emergency at the Airport;
- (b) Appoint a representative(s) to represent you in the emergency operations centre in the event of an emergency involving you at the Airport;
- (c) Establish a timeline of actions to be taken in response to an emergency and identify which actions are to be taken by you directly and by your contracted agents; and
- (d) Establish a family assistance plan compliant with the regulatory requirements set out from time to time by the GCAA.
- 13.1.2 Should you fail to adequately respond to an emergency, we reserve the right to procure (or cause to be procured) the required urgent/imminent emergency response, which shall include the appointment of an agent to assist passengers, crew, and family members in accordance with our Aerodrome Emergency Plan (see Annex 1, item 8). You shall reimburse to us, upon demand, any and all costs incurred by us a result.

## 13.2 <u>Airport Security Pass</u>

- 13.2.1 Regardless of its category (including: temporary, permanent, vehicle, special, equipment, escorted, car, controlled area, driving permit), the issuing of an airport security pass to individuals and/or equipment is a process solely governed by us, in liaison with the competent authorities.
- 13.2.2 Any request to issue an airport security pass shall be submitted to:
  - (a) our Aviation Business Management team (by email to <a href="mailto:airline.relations@dubaiairports.ae">airline.relations@dubaiairports.ae</a>) for airside access relevant to airport familiarisation, aviation business management activities or inaugural flights;
  - (b) Aviation Business Management (ABM) is responsible for validating/confirming new and existing airlines (in case of major changes) schedules with the airport pass office. Please approach ABM prior to application submission.
  - (c) Our Corporate Communication team (by email to <a href="mailto:filming@dubaiairports.ae">filming@dubaiairports.ae</a>) for airside access for, media and community groups
  - (d) The relevant pass office directly for any other requests. Please refer to the airport security pass issuance terms and conditions available with the pass office (https://dubaiairports.box.com/s/ui0tdp5xfgd5790tn3t0vndc91lgmvwk)

- 13.2.3 We reserve any and all rights to withhold the issuing of a pass in the event that:
  - (a) The documentation you are required to submit in support of your application is incomplete and/or is not submitted in a timely manner;
  - (b) A pass is already issued to a GSA representing you;
  - (c) Any other reason deemed by us, in our sole discretion, to be appropriate in the relevant circumstances without any obligation for us to disclose the details of any such reason.
- 13.2.4 We reserve the right to withdraw, in part or in full, access to the Airport's airside area without notice when we, in our sole discretion, consider it necessary to do so.
- 13.2.5 In the event that a pass granted to any of your employees, representatives and/or agents is withdrawn, cancelled, expired or is no longer required, it is your responsibility to return such pass to us within two (2) working days of any such event.

### 13.3 <u>Safety, Health and Environment</u>

You shall use a proactive approach in ensuring that all of your employees and customers have an environment that is free from recognised safety and health hazards that could lead to accidents and injuries. You shall comply with all applicable internationally recognised safety and health standards as well as our Safety and Environment Policy (please refer to Annex 1, item 1).

#### 13.4 Safety Management System

- 13.4.1 To ensure the highest level of operational safety and a continuous improvement of safety performance at the Airport, you (as well as your agents, contractors and sub-contractors) shall maintain and operate a SMS that meets the relevant regulatory requirements and industry best practices. You shall also ensure collaboration and adherence to our SMS. In particular, you shall:
  - (a) Participate in and adhere to our SMS, as detailed in Part 6 of our Aerodrome Manual (see Annex 1, item 7);
  - (b) Follow our Aerodrome Safety and Quality Assurance Policy, detailed in Part 2 of our Aerodrome Management System Manual (see Annex 1, item 9);
  - (c) Ensure that incidents and accidents airside are reported to the Senior Manager Airside (SMA) on +971(0)56 788 2374 or to the Airside Operations Base Ops 04 813 3551. Ensure that incidents and accidents within the Airport's terminals

- and concourses are reported to the relevant Terminal Duty Manager on +971(0)56 686 4922:
- (d) Nominate a representative to act as the focal point for any airside safety concerns. This representative is required to liaise with the Senior Manager Aerodrome SMS DWC, to actively participate in safety forums and coordinate your participation in safety campaigns;
- (e) Proactively identify hazards, assess risks and implement controls to lower risks to "As Low As Reasonably Practicable (ALARP)" within your operations;
- (f) Perform internal investigations of all serious incidents and accidents pertaining to your organisation and provide reports to us upon request;
- (g) Employ trained, qualified and competent staff, and provide evidence of such training and qualifications to us upon request; and
- (h) Receive and disseminate as appropriate to all your personnel (as well as any relevant agent, contractor and sub-contractor), all our safety and operational instructions;
- 13.4.2 We reserve the unconditional right to conduct third party safety management and quality assurance audits of your operations in accordance with our SMS and QAS. The primary purpose of these audits is to ensure that safety, compliance and conformance standards are present, suitable, operational and effective. The audit process shall follow a structured process and as such you shall make relevant evidence available upon request.
- 13.4.3 For the continued safety of all personnel and operations, you shall subscribe to the 'Airside Temporary Notices' and 'Airside Safety Alerts' disseminated by Dubai Airports. Subscription requests can be submitted by contacting the Safeguarding-AIM team via email at Safeguarding-AIM@dubaiairports.ae.
- 13.4.4 You shall participate unreservedly in any/all safety investigations and safety/quality assurance audits conducted by us.
- 13.4.5 In the event that you operate outside the requirements provided in our Aerodrome Manual (see Annex 1, item 7), you shall submit to our Aerodrome Safety Unit evidence of your aviation management processes for review and oversight.
- 13.5 <u>Spillage of Fuel, Hydraulic or other Dangerous substances</u>

Notwithstanding any provision contained in any agreement, lease or permit with/held by you, you irrevocably agree and consent to us taking any and all necessary actions to effect the prompt clean-up of an aircraft, and/or vehicle, and/or other equipment or infrastructure, fuel and hydraulic/dangerous goods spillage and the disposal of contaminated materials required for the clean-up. You further agree, consent and undertake to reimburse to us any and all costs incurred by us (or on our behalf) for any such cleaning and disposal of contaminants, based on the "polluter pays principle".

## 13.6 Foreign Object Debris (FOD)

We operate according to a 'zero-tolerance FOD policy'. You shall abide by the principle of 'zero-FOD' in all of your operations at the Airport and comply with the provisions of any relevant operational notification issued by us.

## 13.7 <u>Airside Driving</u>

Airside driving standards are governed by our Airside Driving Regulations (see Annex 1, item 11). Possession of a valid airside driving permit is mandatory for all airside vehicles/ground services equipment.

### 13.8 Passenger Control

- 13.8.1 You shall be responsible to control the movement of Passengers between the Airport's terminals and remote parking bays and vice-versa.
- 13.8.2 In the event of an emergency, you shall comply with the evacuation process, set out in our Aerodrome Emergency Plan (please refer to Annex 1, item 8).

#### 13.9 <u>Service Delivery</u>

- 13.9.1 To ensure the highest level of customer service delivery and a continuous improvement of service standards at the Airport, you (and your contracted service providers) shall maintain a minimum Level of Service (LOS) that meets pertinent regulatory requirements and/or industry best practices. You irrevocably agree, consent and undertake to reimburse to us any costs incurred by us (or on our behalf) due to measures and initiatives which we may deem required, in our discretion, to ensure that the minimum LOS towards passengers are met at all times.
- 13.9.2 You must ensure that your Service Level Agreement (SLA) with your handling agent provides for sufficient resource to ensure that your Passengers remain within their queue

footprint in front of the dedicated desks throughout their check-in opening times. You must ensure compliance with our Check-in Policy (please refer to Annex 1, item 14).

### 13.10 Smoking

Smoking (including the use of cigarettes, e-cigarettes and vaping devices) is not permitted at the Airport except in areas that have been designated and approved as smoking areas.

#### 13.11 Commercial Photography, Film and Recording at the Airport

- 13.11.1 Unless authorised in writing by us and the Dubai Police, you shall not take still, motion, sound motion pictures, sound records or recording of voice for commercial, training or educational purpose, nor use electronic amplification devices in public areas of the Airport.

  Additional permits may be required from the Dubai Film & TV Commission, in respect of which you shall coordinate with our Aviation Business Management team.
- 13.11.2 We, our authorised representative 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 our efforts to create communication support materials to establish the context of our international operations and client base for use on our website, newsletters and internal and/or international communication media. Any independent media or third-party requests to film or take pictures of your brand and operations will be referred directly to you for review and approval as required.

#### 13.12 Media and Other Commercial Activity at the Airport

- 13.12.1 Unless authorised in writing by us, you shall not 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. Any media related activity must be submitted for approval to our Corporate Communication department.
- 13.12.2 You are allowed to display operational communication materials next to your allocated check-in counters, only during its hours of operation. You shall remove and store the relevant materials (including all stationaries) immediately (within fifteen (15) minutes) after closing of the check-in counters.
- 13.12.3 For any media related activity and the display of non-operational materials and promotional campaigns you must obtain prior written approval through our Aviation Business Management team. Please refer to Annex 2 for the relevant contact details.

13.12.4 We conduct regular audits to ensure compliance with the terms of this Clause 13.12. We reserve the right to confiscate and dispose of any material displayed in contravention of these terms.

#### 14. BREACH OF THESE CONDITIONS OF USE

- In addition to the specific remedies available to us under these Conditions of Use or the Legislation, you acknowledge that we shall have the unconditional right to prevent you from using the Airport in the event of a breach, or threatened breach, of these Conditions of Use.
- 14.2 If we do not exercise or if we delay exercising a right, power or remedy provided by these Conditions of Use or by the Legislation, this shall not constitute a waiver of that right, power or remedy. If we grant a waiver in respect of a breach of any term of these Conditions of Use, this shall not operate (or be deemed to operate) as a waiver of a subsequent breach of that term or as a waiver of a breach of any other term of these Conditions of Use.

#### 15. LIABILITY

- 15.1 Neither we, nor our officers, employees, servants or agents shall be liable for:
  - 15.1.1 Any loss or damage, caused for any reason, to an aircraft (including its parts or any property contained therein), ground equipment, property of passengers, crew or other personnel, at the Airport (or in the course of landing at or taking-off from the Airport);
  - 15.1.2 Personal injury caused for any reason to a passenger, crew or other personnel at the Airport

unless, and then only to the extent, caused by an act or omission done by us, our officers, employees, servants or agents, with intent to cause damage or recklessly and with knowledge that damage would probably result.

- 15.2 Neither we, nor our officers, employees, servants or agents shall have any liability to you or be obliged to indemnify you in respect of any:
  - 15.2.1 Indirect loss:
  - 15.2.2 Consequential losses;
  - 15.2.3 Loss of profits;
  - 15.2.4 Loss of revenue;
  - 15.2.5 Loss of goodwill;

- 15.2.6 Loss of opportunity;
- 15.2.7 Loss of business;
- 15.2.8 Increased costs or expenses;
- 15.2.9 Wasted expenditure.

#### 16. INSURANCE

You (as well as your agents and sub-contractors) shall, at all times while using our Facilities and Services, maintain adequate passenger, baggage, cargo, property and third-party liability insurance meeting the minimum insurance requirements set by the Legislation.

#### 17. SEVERABILITY

Each condition (including a sub-condition or part thereof) of the Conditions of Use shall be construed as a separate and severable term. If one or more condition is held to be invalid, unlawful or otherwise unenforceable, the remaining conditions shall remain in full force or effect. If any invalid, unenforceable or illegal condition would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

## 18. ENTIRE AGREEMENT

These Conditions of Use (together with the documents referred to herein) constitute the entire agreement between you and us in relation to your use of the Facilities and Services at the Airport. These Conditions of Use supersede any prior understanding or agreement between you and us and any prior condition, warranty, indemnity or representation imposed, given or made by a party, other than as expressly set out in these Conditions of Use.

#### 19. GOVERNING LAW AND JURISDICTION

- 19.1 These Conditions of Use shall be governed by, and construed according to, the laws of the Emirate of Dubai and the federal laws of the UAE.
- 19.2 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions of Use or its subject matter or formation shall be submitted to the exclusive jurisdiction of the Dubai Courts.

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## ANNEX 1 - SUPPLEMENTARY DOCUMENTS

You shall be bound by, and ensure that all of your personnel familiarise and fully understand the requirements set out in, the following Supplementary Documents, as amended from time to time:

1	Dubai Airports Corporation Safety & Environment Policy	https://dubaiairports.box.com/v/DA- SafetyandEnvPolicy2021
2	Dubai Airports Contractors Health Safety Guidelines	https://dubaiairports.box.com/s/znnhc2szsv1 wouq6encg7gm13yfsjkbf
3	Dubai Airports - Health and Safety guidelines for storage and disposal	https://dubaiairports.box.com/s/99qcwu51wo mkcli8w07n5m6th3hn9kd8
4	Dubai Airports Health and Safety – Code of Practices	https://dubaiairports.box.com/s/fy2yrn8gy9g u96xrh2zt6lk9czp145rg
5	FOD Policy	https://dubaiairports.app.box.com/v/DA- FODPolicy
6	Aerodrome Safety and Quality Assurance Policy	https://dubaiairports.box.com/v/AerodromeS afety-QualityPolicy
7	Aerodrome Manual	https://dubaiairports.box.com/v/OMDW- Aerodrome-Manual
8	Aerodrome Emergency Plan (AEP)	https://dubaiairports.box.com/OMDW- Aerodrome-Emergency-Plan
9	Aerodrome Management System Manual (AMSM)	https://dubaiairports.box.com/v/AerodromeMgt -SystemManual
10	Airside Operating Regulations (AOR)	https://dubaiairports.box.com/v/Airside- Operating-Regulations
11	Airside Driving Regulations (ADR)	https://dubaiairports.box.com/v/DXB-AD- Regulations
12	Dubai Airports Emotional Support Animal Policy	Available on request: <u>airline.relations@dubaiairports.ae</u>
13	Airside Temporary Notices (ATN)	https://dubaiairports.box.com/v/OMDW- Airside-Temporary-Notice
14	Airside Safety Alert (ASA)	https://dubaiairports.box.com/v/OMDW- Airside-Safety-Alert
15	Dubai Airports Dangerous Goods H&S Guide	https://dubaiairports.box.com/v/DA- DangerousGoods-HandS-Guide

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16	Check-in Policy	ttps://dubaiairports.box.com/s/brf6s63hds6xs
		vu5s6295sow3szvyfa2
17	Baggage Policy	https://dubaiairports.box.com/s/5vs0b2hil6t6
		ml5i4bu2uw72bg76agiu

# ANNEX 2 - CONTACT LIST

DUBAI AIRPORTS	Tel	Email	SITA	AFTN
Aviation Business		airline.relations@dubaiairports.ae		
Management				
Airport Operations Control	+971(0)4 504 5001	aocc@dubaiairports.ae		
Centre (AOCC) 24/7				
Corporate communication		Corporate.communications@duba		
		<u>iairports.ae</u>		
		DA-Safety@dubaiairports.ae		
Health & Safety Aerodrome				
Safety		smsdwc@dubaiairports.ae		
Security Department		airline.relations@dubaiairports.ae		
Finance (Billing)	+971(0)42162018	billing@dubaiairports.ae		
Finance (Cash office)	+971(0)4 2162142	central.cashoffice@dubaiairports.		
Finance (Cash office)	+9/1(0)4 2102142	<u>ae</u>		
Senior Manager Airside (SMA)	+971(0)567882374	SMA-DWC@dubaiairports.ae		
Terminal Duty Manager	+971(0)566864922	DWCTerminalandCargoOPS@du		
Terminal Duty Manager	1371(0)300004322	baiairports.ae		
DUBAI CIVIL AVIATION AUTH	ORITY (DCAA)			
Executive Director	+971(0)4 777 0440			
Air Transport & International				
Affairs Sector		air transport@deaa gayaa		
P.O. Box 49888	(2)	air.transport@dcaa.gov.ae		
Dubai, UAE.	+971(0)566869128			
www.dcaa.gov.ae				
ACL (SCHEDULES FACLITIATO	DR)			
Dubai (Monday to Thursday				
0730 - 1600 GST, Friday		slots@acl-international.com		
0730-1230 GST)		current_season@acl-uk.org		
Terminal 1 Departures lower	+971 58 546 4873	(current season queries) and		
Level 2525 Dubai		future_season@acl-uk.org		
International		(future season queries).		
www.online-coordination.com				

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UK (Monday to Friday 1230- 2030 GST)	+44 208 564 0626	slots@acl-international.com  current_season@acl-uk.org (current season queries) and future_season@acl-uk.org (future season queries).
Rourke House, Watermans Business Park, The Causeway Staines-Upon-ThamesTW13 3BA,		

#### ANNEX 3 - RULES APPLICABLE TO THE ALLOCATION OF AIRPORT SLOTS

- 1) Operational requirements specific to new Operators
- a. No Operator shall operate to or from DWC without first obtaining slots from Airport Coordination Limited (ACL) and subject to prior landing permission from DCAA.
- b. Schedules should be sent in IATA SSIM Chapter 6 format to Airport Coordination Limited (ACL) in the time scales specified by the schedules calendar to the address below. Submissions of schedule requests received later than the deadlines specified in the Schedules Calendar will receive lower priority in the slot allocation process and will impact on the determination of historic precedence in subsequent Seasons. The calendar of Coordination Activities can be downloaded at https://www.iata.org/en/programs/ops-infra/slots/calendar-of-coordinated-activities/ Slot request email Email: slots@acl-international.com.
- c. The Slots allocated at initial coordination will be granted if they fit within the available capacity of the airport. It will be a requirement of the Operator to supply ACL with all necessary required documentation by the Series Return Deadline, in accordance with the Worldwide Airport Slot Guidelines or the slots will be returned to the pool.
- d. The allocated slots by ACL are subject to the respective handling agreement with dnata. Changes to aircraft type will require confirmation that they can be facilitated within the requested slot timings.
- 1.1. Ad Hoc and Late Notice Schedule Requests Schedule Facilitation
  - 1.1.1. Dubai World Central requests for ad hoc movements will be processed by ACL before the time of operation, Monday through to Friday.
  - 1.1.2. Requests for new slots, cancellations or changes should be sent in IATA SSIM Chapter 6 format or via the Online Coordination System (OCS). OCS may be unavailable periodically due to maintenance of the system.
  - 1.1.3. Request within 24 hours and outside of ACL's office hours remain subject to prior approval from DCAA and should be directed to the Airport Operations Centre, (AOCC) to obtain schedule clearance at the following address whilst remaining subject to prior permission from the DCAA.

Airport Operations Control Centre (AOCC)

Tel: 00971 4 504 5001

Email: <a href="mailto:aocc@dubaiairports.ae">aocc@dubaiairports.ae</a>

- 1.1.4. Operators may manage their own schedules via the Online Coordination System. OCS may be unavailable periodically due to maintenance of the system. Further information and an application form for access is available at www.online-coordination.com.
- 1.1.5. Ad hoc Operators using code F aircraft should apply for schedule clearance at a minimum of 72 hours prior to arrival.
- 1.2. Existing Airlines Schedule Facilitation
  - 1.2.1. The airline Operator is requested to contact DCAA for landing permission and traffic rights on a Season- by- Season basis. The slots allocated by ACL should form part of the application to the DCAA. An Operator must have both the approval to operate permit issued from the DCAA and an allocated slot from the Schedule Facilitator before any operation. All allocated slots by ACL are subject to a permit being issued by the DCAA.
  - 1.2.2. The airline Operator should apply for clearance of its proposed schedule on a Seasonby- Season basis directly with the Schedule Facilitator appointed by DA adhering to the time scales specified by the schedules calendar, by contacting:

Airport Coordination Ltd. (ACL)

Slot request email: slots@acl-international.com

Tel: +44 (0) 208 564 0626 or +971 58 546 4873

1.2.3. Schedules should be sent in IATA SSIM Chapter 6 format to the following address.

Airport Coordination Ltd. (ACL)

Slot request email: slots@acl-international.com

Tel: +44 (0) 208 564 0626 or +971 58 546 4873

- 1.2.4. The Schedules Facilitator on behalf of the Airport will manage submitted schedules within the identified capacity levels of the Airport facilities. In periods where submitted schedules result in over-capacity of the Airport facilities, Operators are expected to work constructively with the schedule facilitator to reduce demand in those periods to levels below the capacity limit through accommodation of their schedule in less busy periods.
- 1.2.5. Further details on the schedules facilitation process can be obtained from ACL by emailing <a href="mailto:current-season@acl-uk.org">current-season@acl-uk.org</a> (current season queries) and <a href="mailto:future-season@acl-uk.org">future-season@acl-uk.org</a> (future season queries).

1.2.6. 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 change request, cancellation request or new request in IATA SSIM chapter 6 format to <a href="mailto:slots@acl-international.com">slots@acl-international.com</a> or via the online coordination system (OCS). OCS may be unavailable periodically due to maintenance of the system.

#### ANNEX 4 - PASSENGER WELFARE & CONSUMER PROTECTION

## a) Purpose:

The purpose of this section is to set Dubai Civil Aviation Authority's (DCAA) and Dubai Airports' (DA) expectations in regard to passengers' welfare standards and minimum assistance required by the airlines during times of disruption.

Flight disruption could be caused either by flight cancellation, flight delay or major incident causing airport closure or significant capacity reduction.

During any period of flight disruption, airlines shall ensure compliance with this policy and assume full accountability in addressing passengers' minimum welfare requirements.

## b) Communications and Information

- During any type of disruption, the affected airline shall nominate an informed representative to communicate with passengers and with DA Operations and ensure representative availability at all times. The airline representative shall be available at check-in and throughout the period of disruption.
- In the event of a flight cancellation prior to the passenger's reporting time for check-in the airline shall notify DA Airport Operations Control Centre (AOCC) immediately after the decision and notify passengers within the first hour of the cancellation decision.
- In case of a flight delay, the airline representative shall provide regular updates to passengers, DA and DCAA OPS every hour.
  - Disruption details and information shall be reflected on the airline's social media channels and website if available, also communicated via SMS or phone calls.

#### c) Provision of Support

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

- During any type of disruption beyond 8 hours or necessitating an overnight stay, the airline shall provide hotel accommodation to passengers and transport between the airport and place of accommodation.
- Airline should provide clear compliant procedures to passengers.
- DA reserves the right to provide assistance to passengers directly if the affected airline
  does not comply with the above minimum standards, all costs incurred by us shall be fully
  charged back to the defaulting airline and payable on demand.
- Maximum hold onboard an aircraft is 3 hours in absence of disembarking decision.

## **KEY CONTACTS:**

Airport Operations Control Centre (AOCC) +971(0)45045000

#### **DWC**

Senior Duty Manager +971(0) 56 686 4922

### **DCAA**

Aviation Consumer Protection Unit: +971(0) 56 537 7782

## **ANNEX -5 SCHEDULE OF CHARGES**

# Value Added Tax (VAT)

All charges specified in these Conditions of Use are exclusive of VAT. You 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.

# 1. Charges on Landing

Aircraft 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	

# 2. Aircraft Parking Charges

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

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

# 3. Passenger Service Charges (PSC)

An amount of AED 75.00 per Departing Passenger.

# 4. Passenger Security & Safety Fee (PSSF)

An amount of AED 5.00 per Departing Passenger.

## 5. Advance Passenger Information Fee (API)

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

# Passenger Facility Charges (PFC)\*

An amount of AED 40 per emplaning passenger.

# 6. Other Charges

In addition to the above all charges outlined in the conditions of use including but not limited to Security charges and Airport Fire Service charge are payable by you as follows:

Security Charge		
Extra Security	AED 300	
Security Screening charge (Integrators only)	AED 300	
Airport Fire Service Charge		
Charge per service	AED 200	

<sup>\*</sup>All passengers travelling on or after 30<sup>th</sup> March 2025 (Summer '25 season) will be subject to an increase charge of AED 45. All passengers travelling on or after 29th March 2026 (Summer '26 season) will be subject to an increase charge of AED 50.

# ANNEX 6 - DUBAI AIRPORTS ACCOUNT DETAILS

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

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