

ABU DHABI INTERNATIONAL AIRPORT

Inadmissible Passenger Policy

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Inadmissible Passenger Policy

Definitions:

"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 his/her failure to present current and valid documentation such as (but not limited to) visa, passport, travel and health documents.

"Operator" means an inbound/delivering carrier bringing passengers into any airport in the Emirate of Abu Dhabi.

"UAE" means the United Arab Emirates.

Purpose:

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

Requirements:

- Operators shall not bring Inadmissible Passengers into any airport in the Emirate of Abu Dhabi.
- It is the responsibility of the Operator to make sure that passengers travelling to the UAE have the proper documentation. In the event of an Inadmissible Passenger arriving or transferring at any airport in the Emirate of Abu Dhabi, it is the sole responsibility of the Operator to arrange and cover the cost of a ticket to:
 - a) country of origin; or
 - b) any place where the Inadmissible Passenger is admissible.
- The Operator must ensure the removal of the Inadmissible Passenger from the UAE on the first available flight to the airport of origin or to any place where he/she is admissible, within 24 hours.
- During the waiting time, the Operator shall take full responsibility for the Inadmissible Passenger's welfare in the terminal and provide all necessary amenities. If the period of passenger waiting is beyond 3 hours, the Operator shall provide the Inadmissible Passenger with meals and refreshments free of charge, and in reasonable relation to their waiting time. If the period of passenger waiting is beyond 8 hours or necessitating an overnight stay, the Operator shall provide hotel accommodation to passengers within airside

facilities, free of charge. Payment for such meals, refreshments and hotel accommodation shall be the responsibility of the Operator at the Operator's cost, and Abu Dhabi Airports Company shall not be liable for the costs of the same in any circumstances.

- The Operator shall provide the final date of departure of the Inadmissible Passenger(s) to Abu Dhabi Airports Company.
- A passenger inadmissible at the destination country that originated from Abu Dhabi must only be sent back to the 'origin' of Abu Dhabi if he/she is admissible into Abu Dhabi, otherwise the passenger must be sent to any place where he/she is admissible.

Compensation

The Operator acknowledges that any breach of its obligation not to bring Inadmissible Passengers into any airport in the Emirate of Abu Dhabi will cause loss to Abu Dhabi Airports Company. In the event that the Operator brings an Inadmissible Passengers into any airport in the Emirate of Abu Dhabi:

A. the Operator agrees to pay compensation to Abu Dhabi Airports Company (without any need for Abu Dhabi Airports Company to prove its actual loss) in the amounts of AED 5,000 per Inadmissible Passenger regardless of age or gender, plus AED 1,000 per Inadmissible Passenger for every 24 hours calculated from actual time of arrival (ATA) until the Inadmissible Passenger form is issued);

B. if Abu Dhabi Airports Company does incur any costs of meals, refreshments and hotel accommodation for any Inadmissible Passenger, the Operator shall reimburse such costs to Abu Dhabi Airports Company in addition to the compensation provided for in paragraph A; and

C. the Operator shall pay to Abu Dhabi Airports Company any UAE Value Added tax applicable to any payments referred to in paragraphs A and B.

The sums referred to in paragraphs A., B., and C. shall be due and payable, and the Operator shall pay the same to Abu Dhabi Airports Company, within the time stated for payment in the invoice.

If the Operator fails to pay any sum referred to in paragraphs A., B., and C on time, the Operator shall pay interest at the higher of 8% per annum and the published Emirates Interbank Offered Rate (EIBOR) plus 3% per annum, on the outstanding sum from and including the day the amount

becomes payable up to and including the day the Operator pays the amount and all interest accrued on it.

The Operator shall not make any attempt to recover from an Inadmissible Passenger the sums referred to in paragraphs A., B., and C. while the Inadmissible Passenger is on Abu Dhabi Airport Company's premises.

Governing Law and Disputes

This Policy is governed by the laws of the Emirate of Abu Dhabi and the laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.

If there is a dispute between the Operator and Abu Dhabi Airports Company arising out of or in connection with this Policy, then:

(a) within 14 days of the dispute arising, the parties shall meet to with a view to resolving the dispute;
and

(b) if the parties fail to resolve such dispute within such period, either party may refer the dispute to the Courts of the Emirate of Abu Dhabi.