

# ABU DHABI INTERNATIONAL AIRPORT

# CONDITIONS OF USE

## PASSENGERS & CARGO

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Version 1.0  
March 2024

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## ABU DHABI INTERNATIONAL AIRPORT CONDITIONS OF USE

**Airport:** Abu Dhabi International Airport (“AUH”)

**Category:** Passengers and Cargo

**Effective Period:** IATA Northern Summer 2024 Season

- A. This edition of Abu Dhabi International Airport (the “Airport” or “AUH”) Conditions of Use (the “Conditions”) replaces the Northern Winter 2023 Conditions of Use and any of its preceding versions.
- B. These Conditions set out policies and procedures that govern the use of airport facilities and provision of essential aviation services and, as such, form the relationship between the Airport and the Operator.
- C. These Conditions constitute the entire agreement between the parties as to its subject matter. You, unconditionally and irrevocably, accept and are bound by these Conditions, as amended from time to time, from the first date of your use of our Facilities and Services at the Airport.
- D. You may negotiate to receive additional Facilities and Services from us under a separate agreement in writing between you and us.
- E. ADA reserves the right to supplement, vary, change, waive or discharge any of the Conditions set out herein, provided that we have:
  - a. used our reasonable endeavours to consult you (either directly or through relevant industry bodies);
  - b. considered and responded to you in relation to any comments or objections you have raised.
- F. Your strict compliance with all clauses stipulated in the Conditions and any policies available on ADA Portal [https://www.adairports.ae/english/doing-business-with-us/airline-development/Abu\\_Dhabi\\_Airports\\_Portal](https://www.adairports.ae/english/doing-business-with-us/airline-development/Abu_Dhabi_Airports_Portal) as amended from time to time, containing supplementary information are required at all times.
- G. No clause shall be taken to confer a right for an Operator to use the Facilities and Services without ADA permission.
- H. These Conditions in relation to their subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party, other than as set out in these Conditions.
- I. These Conditions are not intended and shall not be taken as waiving or limiting the powers and authority of ADA conferred on it by the applicable laws of the United Arab Emirates.

## 1. Definitions

**A-CDM** means Airport Collaborative Decision Making.

**ACARS** means Aircraft Communications Addressing and Reporting System.

**ADA** means Abu Dhabi Airports Company PJSC Commercial Registration No. 1004995.

**ADA Portal** provides a link to applicable laws, regulations, policies and procedures set forth that the end user of the Airport needs to comply with at all times.

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

**AEP** means Airport Emergency Plan.

**Airline Operators Committee (AOC)** means the body that represents the relevant Operator in respect of their operations at the Airport, including the clearance and handling of passengers, crew, baggage, cargo and aircraft.

**Airport or AUH** means Abu Dhabi International Airport, Emirate of Abu Dhabi, United Arab Emirates.

**Aerodrome Manual** means our manual, required under the General Civil Aviation Authority Civil Aviation Regulations Issue No.2005-02, about operating aircraft and facilities at the Airport.

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

**Airport Security Program** means our program, required under the UAE Civil Aviation Regulations, which describes issues such as security responsibilities, procedures, contingency plans, and standards at the Airport.

**AMC** means Airport Management Centre, a department within ADA which comprises of Operations Planning, AOCC and Data & Analytics.

**AOAN** means AOCC Advisory Notices.

**AOC** means Airline Operating Committee consisting of airline companies operating to/from AUH.

**AOCC** means Airport Operations Control Centre.

**AODB** means Airport Operations Database recording relevant details of flight movement.

**ASRT** means Actual Start-Up Request Time.

**ATC** means Air Traffic Control.

**Certificate of Registration** means for an aircraft the certificate of registration issued by the General Civil Aviation Authority under the Civil Aviation Regulations.

**Conditions** means these conditions of use for Abu Dhabi International Airport and any Rules and Regulations relating to the use of Abu Dhabi International Airport published by us. A copy of the Conditions is available on ADA website [https://www.adairports.ae/english/doing-business-with-us/airline-development/Airport\\_Conditions\\_of\\_Use](https://www.adairports.ae/english/doing-business-with-us/airline-development/Airport_Conditions_of_Use).

The Conditions shall take precedence over any other conditions or terms.

**CTOT** means Calculated Take Off Time.

**DCS** means Departure Control System.

**DMT** means Department of Municipalities and Transport in the Emirate of Abu Dhabi.

**EIBOR** means the United Arab Emirates inter-bank offered rate for three (3) month loans in Dirham prevailing at 11.00 am on the relevant date.

**Embarking Passengers** means all passengers on board a departing aircraft. This includes transit passengers, transfer passengers, infants (under the age of 2) and positioning crew, but excludes aircraft operating crew.

**EOBT** means Estimated Off Block Time.

**Facilities and Services** means our facilities and services except to the extent that those facilities and services are restricted by us or are provided to you under a separate written contract, lease, license, or other authority.

**GCAA** means General Civil Aviation Authority of the United Arab Emirates.

**General Aviation** means any air service other than a regular public transport operation and scheduled cargo operations.

**Ground Handler** means the entity authorized by ADA to provide ground handling services at AUH.

**Infant** means a child under two years of age who has not paid to occupy a seat on an aircraft.

**Interest Rate** will be charged at 8% per annum calculated for each day (of late or not paying) or the published Emirates Interbank Offered Rate (EIBOR) plus 3% per annum calculated for each day (of late or not paying), whichever is higher.

**IATA** means the International Air Transport Association.

**Legislation** means every federal or local law, decree or ordinance and any rule, order, regulation, notice, direction, bylaw, permission and plan for the time being made under or deriving validity from any federal or local law, decree or ordinance and any rules, regulations, orders, bylaws or codes of practices of any local or municipal authority or services supplier or undertaker having jurisdiction at the Airport or in respect of any aircraft using it, or any matter affecting the Airport or any aircraft using it, these Conditions or any of the rights and obligations contained in them which are in force.

**MCT** means Minimum Connecting Time.

**MTOW** means for an aircraft its certified maximum take-off weight as specified by the manufacturer or as approved by the General Civil Aviation Authority.

**Operating Crew** means any of the Operator's personnel operating as flight deck or cabin crew on an arriving or departing aircraft.

**Operator** means the airline and/or its related parties operating and using, directly or indirectly, the **Facilities and Services** and holds a valid operating licence or equivalent at the latest on 31<sup>st</sup> January for the following Summer Season or on 31<sup>st</sup> August for the following Winter Season.

**Positioning Crew** means your flight and cabin crew, other than Operating Crew, arriving into, or departing from, the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.

**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.

**Restricted Area** means the parts of the Airport to which access is controlled by security check points, or other automated controlled entry points and including gates, stands, aprons, taxiways and runways.

**SOBT** means Schedule Off Block Time.

**Season** means, in each year (a) for the IATA Northern Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October and (b) for the IATA Northern Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.

**Slot Facilitator** means Airport Coordination Limited ("ACL") or any other party approved by ADA.

**Target Off Block Time, or TOBT** means the time that ground handlers and aircraft operators estimate that an aircraft will be ready, all doors closed, boarding bridge removed, push-back vehicle available and ready to start-up/push-back immediately upon reception of clearance from the air traffic control (Tower).

**Transfer Passenger** means a passenger who connects from one international flight to another without being processed by the Abu Dhabi Immigration Service at the Airport within 24 hours from arrival.

**Transit Passenger** means a passenger continuing travel with the same arrival and departure flight numbers within 24 hours from arrival.

**Target Start Approval Time, or TSAT** means the calculated time at which start-up clearance can be expected. TSAT includes, but not limited to, parameters such as calculated take off time (CTOT), and variable taxiing time.

**UAE** means United Arab Emirates.

**we** or **us** or **ours** means ADA and includes our successors and assigns.

**you** or **your** means, in the case of RPT or scheduled cargo aircraft, the holder of the Operator's Certificate at the time our Facilities and Services at the Airport are used or in the case of General Aviation and other non-regular public transport operations aircraft, the person who is identified as "Owner" in the Notification of Aircraft Details form or if no one is so identified, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport are used and includes your or their respective executors, administrators, successors and assigns.

In these Conditions, the singular includes the plural, and the plural includes the singular.

In these Conditions, the words "include", "includes" and "including" shall mean include, includes or including without limitation.

If you consist of more than one person or company, then each person or company is jointly and severally liable under these Conditions with each of the others.

If any part of these Conditions is unenforceable, these Conditions are taken to be modified to remove that part. The rest of these Conditions remain valid and enforceable and are not affected by that part being removed.

**GENERAL CONDITIONS**

Subject to any separate variation agreement in writing between you and us, the use of the Airport and all its Facilities and Services by you and/or on your behalf is subject to these Conditions and its schedules, as amended from time to time.

Subject to any contrary requirement under Legislation, we may change, replace or waive any of these Conditions provided that we have given you notice (either directly or through any relevant industry bodies or through posting amended Conditions on our website).

You shall be deemed to have accepted these Conditions by your use of the Airport.

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## 2. Operational Requirements

### 2.1 Regulatory Compliances

- 2.1.1. Prior to submitting your schedules to Slot facilitator, Operator is required to submit and comply with the requirements from the following regulatory agencies. (Refer to **Schedule 8** for contact details)
  - 2.1.1.1. GCAA
  - 2.1.1.2. DMT
- 2.1.2. Comply with relevant requirements of the competent regulatory agencies and secure all required approval for operations commencement.
- 2.1.3. The GCAA levies fees on the issuance of some landing permits according to the type of operation. (Refer to Schedule 8 for contact details)

### 2.2 Schedule Facilitation - New & Existing Operators

- 2.2.1. No Operator shall operate to or from AUH without:
  - 2.2.1.1. first obtaining schedule clearance from Slot Facilitator and subject to traffic rights approval and any additional compliance requirements from ADA or any regulatory authorities.
  - 2.2.1.2. submitting to ADA the documents and forms listed in **Schedule 6**, signed by the Operator's authorized signatory.
- 2.2.2. New Operator shall ensure compliance with requirements as set out in **Schedule 6**.
- 2.2.3. Schedules should be sent in IATA SSIM Chapter 6 format to Slot Facilitator or via the Online Coordination System (OCS) in the time scales specified by the schedules calendar. (Refer to **Schedule 8** for contact details)
- 2.2.4. The slots allocated at initial coordination will be granted temporary approval if they fit within the available capacity of the Airport. The Operator shall supply Slot facilitator with all necessary required documentation by the IATA Series Return Deadline (per IATA website), in accordance with the Worldwide Airport Slot Guidelines published by IATA or the slots will be returned to the pool.
- 2.2.5. Schedule requests/submissions received later than the deadlines specified in the Schedules Calendar will receive lower priority in the slot allocation process and affect the determination of historic precedence in subsequent Seasons.
- 2.2.6. The Slot 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 capacity overages 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.
- 2.2.7. Operators are expected to operate to the time allocated by the Slot Facilitator.



- 2.2.8. Operators shall secure their ground handling agreement with Ground Handler a minimum of 8 weeks prior to commencing operations.
- 2.2.9. Changes to aircraft type will require confirmation from Slot Facilitator that they can be facilitated within the requested slot timings.
- 2.2.10. All schedules facilitated by Slot facilitator are subject to compliance with relevant authorities' rules and regulations. In the absence of compliance, schedules may be withdrawn and reallocated where possible.
- 2.2.11. In the event an existing Operator intends to make changes to a schedule that has already been approved by the DMT, the Operator shall obtain approval for any new slot requests or slot / equipment changes from Slot Facilitator (+72 hours) or AOCC (within 72 hours). (Refer to **Schedule 8** for contact details).
- 2.2.12. The Operator should provide codeshare details for all scheduled flights including the alpha numeric callsigns to Operations Planning team at least 2 weeks before the start of every season. (Refer to **Schedule 8** for contact details).

### 2.3 Schedule Facilitation - Ad Hoc and Late Notice Schedule Requests

- 2.3.1. Ad hoc movements will be processed by Slot Facilitator up to 72 hours prior to the operation, Monday through Friday during the Slot Facilitators office hours (Abu Dhabi: Monday – Thursday 11:30 – 21:00 Hrs (Abu Dhabi Time / GST) / 08:30 – 17:00UTC, 0600L-1500L Sunday, excluding UK public Holidays. (Refer to **Schedule 8** for contact details)
- 2.3.2. Requests for slots, cancellations or changes up to 72 hours should be sent in IATA SSIM Chapter 6 format to Slot Facilitator and updated accurately in the airline systems (such as DCS and airline website).
- 2.3.3. Requests for slots, cancellations or changes outside of the Slot Facilitator's office hours, or within 72 hours prior to the operation, should be sent in IATA SSIM Chapter 6 format to AOCC and updated accurately in the airline systems (such as DCS and airline website). Operators should receive receipt of the slot approval from AOCC.
- 2.3.4. Requests within 72 hours are subject to landing permission issuance and slot approval by the AOCC. (Refer to **Schedule 8** for contact details). Operators should receive receipt of the slot approval from AOCC.
- 2.3.5. Operators may manage their schedules via the Online Coordination System (OCS) 24 hours a day. Requests made via the Online Coordination System may be made prior to the time of operation. (Refer to **Schedule 8** for webpage details).
- 2.3.6. All ad hoc landing permissions issued by AOCC are subject to the availability of capacity and resources.
- 2.3.7. Ad hoc Operators using code F aircraft should apply for schedule clearance at a minimum of 72 hours prior to arrival.
- 2.3.8. Aircraft subject to unforeseen operational delays should contact AOCC to advise the expected time of arrival and departure. There is no need to request a new slot in cases of unforeseen operational delays where the operation will take place within 24 hours of the agreed slot time. Examples of unforeseen

operational delays include aircraft technical issues or weather conditions that could not have been planned for.

- 2.3.9. Delayed aircraft must utilise slots in the same manner as originally agreed. If any change to the original slot agreement is required, e.g. a longer ground time being required, a new slot must be requested immediately.

## 2.4 Airport Resource Allocation and Availability

- 2.4.1. ADA applies common use principle for all Facilities and Services. Access to all Facilities and Services will be equitably allocated by us, having regard to their availability and the requirements of all users.
- 2.4.2. Airport resources (Stands, Gates, Check-in, Belts) shall be allocated according to the business rules and preferences developed in collaboration with airports airlines and stakeholders. Airport resources are owned and managed by the Operations Planning. (Refer to **Schedule 8** for contact details).
- 2.4.3. AOCC Advisory Notices are published via email to advise AUH users of Flight Disruptions or Emergencies and Temporary/Urgent/Immediate changes to airport infrastructure or operations. Parties wishing to register for these communications must email their request to AOCC (Refer to **Schedule 8** for contact details), along with group email address where such communication shall be received.
- 2.4.4. When using our Facilities and Services at the Airport you must comply with all the Legislation and documents as amended from time to time, including but not limited to:
- all legislation, HSE laws, regulations, manuals, guidelines, policies, SOPs, and programs.
  - directives issued from time to time by the General Civil Aviation Authority (GCAA).
  - directions on security from the Director of the General Civil Aviation Authority.
  - these Conditions.
  - other conditions, instructions orders and directions necessary for the day to day operation of the Airport, if (except in emergencies) we have consulted you (either directly or through any relevant industry bodies) about them and given you 7 days' notice of them, or as much notice as is reasonably practicable.
  - local flying restrictions.
  - our requirement for no aircraft parking over 4 hours without prior written approval of ADA.

## 2.5 Operational Data Sharing Requirements from Operators

- 2.5.1. The Operator shall provide ADA with timely transmission of complete and accurate operational data by automatic electronic means using (and conforming to) IATA messaging and communication standards as soon as this information becomes available for optimised operational capacity management and resource planning. The required operational data includes, but not limited to:

- Variations to schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation).
- Aircraft type and registration (including aircraft substitutions).
- Turnaround linked flight numbers and registrations (including changes).
- Estimated times of operation to an accuracy of +/- 5 minutes (including estimated landing time at AUH for arriving flights).
- Actual times of operation (including off-block and take-off times at outstation for arriving flights).
- Passenger forecasts and booked loads (originating, terminating and transferring in Abu Dhabi) two weeks prior, and up to the day of operations.

2.5.2. The following list provides standard messages for all flights arriving to and departing from AUH:

ACRONYM	TYPE OF MESSAGE	IATA REFERENCE	DEADLINE
MVT	Aircraft Movement Message (AA, AD, EA, ED, NI)	IATA AHM 780	ASAP
ASM	Ad-hoc Scheduled Message	IATA SSIM Chapter 5	ASAP
DIV	Aircraft Diversion Message	IATA AHM 781	ASAP
DELAY CODES	Various	IATA AHM 730/731	ASAP
LDM	Load Message	IATA AHM 583	after take-off
PTM	Passenger Transfer Message	IATA PSCRM RP 1718	after take-off
PRL	Passenger Reconciliation Message	IATA RP 1719B	after take-off
PSM	Passenger Service Message	IATA PSCRM RP 1715	after take-off
BPM	Baggage Processing Message	IATA PSCRM RP 1745	(via BRS)
BSM	Baggage Source Message (Including Short Connections and Terminated)	IATA PSCRM RP 1745	(via BRS)
BTM	Baggage Transfer Message	IATA PSCRM RES 709	after take-off
BUM	Baggage Unload Message	IATA PSCRM RP 1745	ASAP
BNS	Baggage Not Seen Message	IATA PSCRM RP 1745	after take-off
CPM	Container / Pallet Distribution Message	IATA AHM 587	after take-off
UCM	ULD Control Message	IATA AHM 587	after take-off
CAL	Change Assistance List	IATA PSCRM RP 1708a	after take-off
SLS	Statistical Load Summary	IATA AHM 588	after take-off
PAL	Passenger Assistance List	IATA PSCRM RP 1708a	after take-off
MSF	World Tracer Fault Station Log		
BIM	Baggage Information Message	IATA RP 1745	after take-off
FFM/XFFM	Freight Flight Manifest	IATA AHM	

- 2.5.3. Our IT systems recognise and strictly apply the following IATA standard and any other codes will not be accepted:
- |                                    |          |     |
|------------------------------------|----------|-----|
| • Standard for Message Formats     | IATA AHM | 080 |
| • Standard for Message Corrections | IATA AHM | 081 |
| • Airport Codes                    | IATA AHM | 010 |
| • Delay Information Codes          | IATA AHM | 73  |
| • Form of Interline Baggage Tag    | IATA RES | 740 |
- 2.5.4. For the Airport, messages should be sent to:
- SITA Gateway (AUHCPXH) or via email (Refer to **Schedule 8** for contact details).
  - SITA MDS All Baggage Information Messages (BIMs)
- 2.5.5. We expect airlines to start to follow the messaging process as specified in IATA RP1800 where possible.
- 2.5.6. Please note that the SITA addresses above should only be used for the communication of automated operational messages following the standard IATA format.
- 2.5.7. If an Operator fails to provide the information and within the stipulated time periods, ADA may restrict the services available to such Operator or refuse to provide any services to such Operator.

## 2.6 Operational System Interfaces between Airport and Operators

- 2.6.1. Operators agree to take reasonable steps to inform us in advance of IT systems (such as DCS) or IT infrastructure changes within the Operator's organisation which the Operator judge will have an impact on our operations or systems.
- 2.6.2. The Operator shall take all reasonable steps to ensure that accurate data is contained within the Operator's central systems (including any websites) and the DCS at all times.
- 2.6.3. Operator shall put in place sufficient procedures and/or systems to cater for the redundancy of any of its systems to minimise system downtime risks. Where required by ADA, each Operator shall establish a service level agreement with ADA in respect of recovery of such systems during downtime.
- 2.6.4. Where the Operator suffers operational systems failure which impact the flow of data to ADA, the Operator shall immediately notify ADA of such failure and shall effectively manage the situation (including, but not limited to, long queues at the check-in counters). The respective Operator shall, or shall ensure that its Approved Ground Handling Company, notifies ADA with an update of the situation at intervals of every hour until the fault is rectified and the relevant operational system is working normally. The Operator shall also update ADA on any scheduled relevant operational system down time.

## 2.7 Airport Collaborative Decision Making

- 2.7.1. AUH Airport Collaborative Decision Making (A-CDM) Manual and defined procedures coordinate the turnaround process and are tracked in the A-CDM platform by events known as milestones. A-

CDM milestone approach is primarily based on Target Off Block Time (TOBT) and Target Start Approval Time (TSAT).

#### 2.7.2. A-CDM Milestones

##### a. EOBT minus 3 HR

- The Operator(s) have to file flight plan with Estimated off-block time (EOBT).
- Flight plans will be checked against their Airport slot – Scheduled Off-Block Time (SOBT), destination airport and the aircraft type.
- Alerts will be generated in the AODB for further action or attention if there is any discrepancy identified.
- The airport operator or ground handler may need to either confirm or resolve the discrepancy as early as possible.

##### b. EOBT minus 2 HR

- TOBT is the time when an aircraft is planned to be "ready to move". TOBT will be provided by AOCC.
- The following is used to calculate the TOBT:
  - EIBT which will have created system calculated TOBT, or updates of it, or manual TOBT update, and/or Calculated Take Off Time (CTOT).
  - At EOBT minus 2 HR, it will be known if flights are regulated or not. All regulated flights receive a CTOT from Emirates Area Control Center.
  - In case of an aircraft having a long ground time, the automated TOBT based on available arrival estimates and minimum turnaround time will not be earlier than the EOBT.

##### c. EOBT minus 40 MIN TSAT issue time

- At EOBT minus 40 MIN, TOBT is confirmed and TSAT issued.
- TOBT must be updated by airport operator, or ground handler, for any change.
- The TSAT is published in the AODB at EOBT minus 40 MIN.
- The TSAT is distributed to the various stakeholders at the airport via the A-CDM platform, including pilots, to facilitate decision-making.
- The TSAT is included in all ATC clearances received via data link service ACARS.
- Voice message shall be used if not data link equipped and the TSAT will be issued by ATC.

##### d. Aircraft Ready

- Departing traffic must be ready within TOBT +5 MIN.

- Pilots call for ATC clearance at TOBT +/- 2 MIN unless ATC clearance has been already received via data link.
- The AODB receives the ready timestamp, which is currently Actual Start Up Request Time (ASRT) and displays it in A-CDM platform.
- After receiving enroute clearance via data link or voice, pilots are to contact ABU DHABI DELIVERY on 125.100 MHz at TSAT +/-2 MIN confirming ready for pushback.
- After confirmation of being ready for pushback, ABU DHABI DELIVERY will instruct pilots to monitor ABU DHABI GROUND frequency at TSAT +/- 2 MIN and standby for ATC call.
- Pilots not ready for pushback at TSAT +/- 2 MIN shall inform ABU DHABI DELIVERY on 125.100 MHz and submit a new TOBT.
- ATC clearance to departing aircraft (DCL) is available using data link service via ACARS. Pilots may request DCL clearance by sending a Request for Change to Departure Clearance (RCD) message not earlier than 20 MIN prior to EOBT.
- If the content of ATC clearance received is accepted, the received clearance should be acknowledged by sending a Change to Departure Clearance Acknowledgement (CDA) message. If receipt of the clearance has not been acknowledged within 10 MIN, the system will consider an error has occurred. In the event of an error message, pilots should revert to voice message. There is no requirement for the read back of a clearance received via data link.

e. Start-up Requested

- ABU DHABI GROUND calls the pilot at TSAT +/-2 MIN for pushback and start-up clearance, if traffic permits.
- If the pushback cannot be executed due to ATC reasons, by TSAT +5 MIN, ATC will arrange a new TSAT accordingly.

2.7.3. TOBT Adherence and update

- Airport operator or ground handler is responsible for the correct update and adherence to TOBT.
- TOBT can be updated throughout the flight process without limitation.
- If TOBT cannot be met, it must be updated as soon as possible preventing it from expiring.

2.7.4. In case of A-CDM system failure, the A-CDM procedure will be suspended and:

- "A-CDM out of service" will be announced via Automatic Terminal Information Service (ATIS).
- A Notice to Airmen (NOTAM) will be issued if the suspension lasts more than 12 HR.
- Airport operator/GH will be informed by the duty manager airside.
- A standard taxi time scheme will be adopted.

- Operations will follow a non A-CDM departure procedures. For inquiries for A-CDM related procedures refer to Schedule 8 for contact details.

#### 2.7.5. Non A-CDM departure procedures - failure or suspension

- When 'ready', all departing aircraft must contact ABU DHABI DELIVERY frequency 125.100 MHz as per the procedures stated unless otherwise agreed in writing with operator / ground handler. The Operators shall permit the ground handling service provider to perform advanced passenger processing to facilitate optimal terminal capacity, airport infrastructure, and passenger experience.
- ATC will manage departure sequence according to EOBT / CTOT.

## 2.8 Ground Handling

Ground Handling services shall be provided by the authorized Ground Handler. Refer to **Schedule 8** for contact information.

## 2.9 Flight Catering

As per ADA safety and security standards, Operators are not permitted to purchase on-board catering from food outlets in the terminal, concourses or third-party suppliers. Any in-flight catering and support requirements must be addressed to authorized Flight Catering. (Refer to **Schedule 8** for contact information).

## 2.10 Emergencies & Disruptions

- 2.10.1. The Operator will provide the original and updated Emergency Response Plan (ERP) to ADA Emergency Planning Department. (Refer to **Schedule 8** for contact details).
- 2.10.2. The Operator will meet annually with AD Airport Emergency Planning department in order to coordinate and share current and emerging practices and issues.
- 2.10.3. All operators will attend Airport Emergency Committee (AEC) meetings arranged by Airport Emergency Planning department periodically.
- 2.10.4. For all types of emergencies including medical emergencies, cockpit crew shall inform ATC directly. Subsequently, this information shall be cascaded to the concerned departments as per the Airport Emergency Plan. Failure to report emergency case to the mentioned area will cause delaying the action and response time and ADA will not be liable for any damages, losses, costs and/or expenses whatsoever suffered or incurred pursuant to the failure/delay report.
- 2.10.5. To ensure an effective emergency response and management at ADA, Operators are required to coordinate with the ADA Emergency Planning department, including at minimum:
  - Nomination of representative(s) with the responsibility and authority for emergency planning and response to the ADA Emergency Planning department.

- Nomination of a responsible person to represent the Operator in the Emergency Operations Centre in the event of an emergency involving that airline. Should the Operator not have a representative present to fulfil this function, Operators are required to contract this service through the Ground Handler and notify ADA of that arrangement.
  - Establish which actions are provided in the Operator's Emergency Plan for action by the Operator only.
  - Establish which actions are provided by the contracted Ground Handler and notify the ADA Emergency Planning department.
  - Establish and share timeline on actions to be taken; and
  - Establish a GCAA accepted Family Assistance Plan.
- 2.10.6. Should the Operator fail to comply with the above requirements and/or coordination does not meet ADA's standards in the event of an incident, ADA will procure (or cause to be procured) the required urgent/imminent emergency response. ADA shall take necessary actions, which shall include, but may also not be limited to, instructing the Ground Handler to assist passengers, crew and family members in accordance with ADA's AEP. The Operator shall bear all costs incurred by ADA in this process and shall settle such costs upon ADA's instruction (invoice) without delay.
- 2.10.7. The Operator plans and procedures shall be updated as required and a copy shall be submitted to ADA by email twice annually (1st annual submission shall be between January to June, and the 2nd submission between July to December). (Refer to **Schedule 8** for contact details).
- 2.10.8. Each Operator shall comply with all rules, regulations, notices, directives and orders issued by ADA in respect of emergency and crisis management.
- 2.10.9. In the event of any emergency or crisis, each Operator shall ensure that their nominated representatives are contactable 24/7 by the telephone number(s) provided by each Operator, and shall provide all documents as may be reasonably requested by ADA within an hour of such request by ADA, including but not limited to, the passenger and cargo manifests during an aircraft accident, and the Notice to Captain of Special Loads during a dangerous cargo incident.
- 2.10.10. ADA reserves the right to determine which flights will be allowed to arrive and/or depart from the Airport in the event of any emergency or crisis that reduces the handling capacity at the Airport.
- 2.10.11. In a scenario where the Airport capacity is reduced, each Operator shall also work with ADA to reduce flight operations schedules.
- 2.10.12. In the event of a disruption to fuel supply, ADA reserves the right to determine the amount of fuel that Operator can uplift at the Airport.



## 2.11 Safety and Quality Management Systems

- 2.11.1 To ensure the highest level of operational safety and a continuous improvement of safety performance at ADA, Operators (and their contracted service providers) shall maintain and operate a Safety Management System (SMS) and Quality Management System (QMS) that meets pertinent regulatory requirements and/or industry best practices. Operators shall also ensure collaboration with and adherence to ADA SMS and QMS principles and policy available on ADA Portal.
- 2.11.2 ADA requires Airside stakeholders to:
- Participate in and adhere to ADA Safety Management System and Quality Management System, as detailed in the AUH Aerodrome Manual.
  - Follow the ADA Aviation Safety Management System and Incident Reporting and Management Systems (iRMS) Policy as detailed in the AUH Aerodrome Safety Management System Manual available on ADA Portal.
  - Ensure that all Airside incidents and accidents are reported to the ADA Duty Manager Airside. Refer to **Schedule 8** for contact details.
  - Ensure that incidents and accidents within the Terminals are reported to the relevant ADA Duty Manager Terminal. Refer to **Schedule 8** for contact details.
  - Nominate a focal point for Airside safety concerns to the Head Airside Safety (Refer to **Schedule 8** for contact details). This delegate is required to actively participate in safety forums, and coordinate their organization's participation in safety campaigns.
  - Proactively identify hazards, assess risks and implement controls to lower risks to As Low As Reasonably Practicable within their operation.
  - Employ trained, qualified and competent staff, and provide evidence of such training and qualifications to ADA upon request.
  - Receive and disseminate as appropriate, all ADA safety and operational instructions (see **clause 2.13.3**)
- 2.11.3 ADA reserves the unconditional right to conduct Safety and Quality audits of stakeholders in accordance with our SMS and QMS. The primary purpose of these audits is to ensure that safety, compliance and conformance standards are present, appropriate and effective. The audit process shall follow a structured process and as such stakeholders are required to make relevant evidence available upon request.
- 2.11.4 All organisations are required to participate unreservedly in any/all safety investigations and safety/quality audits conducted by ADA.

## 2.12 Safety, Health & Environment

- 2.12.1 It is the mission of ADA to provide a safe and healthy work environment and to ensure the safety and health of our customers. Operators who conduct business at AUH facilities are encouraged to use a proactive approach in ensuring that all employees and customers have an environment that is free from recognised safety and health hazards that could cause accidents and injuries.
- 2.12.2 All Operators who conduct business at AUH facilities have a duty and the obligation to comply with all applicable safety and health standards and with all rules, regulations and orders that apply to their employees' actions and conduct on the job. The Operators and contractors should follow safety and health standards that have been set forth in the AUH Airports HSSE Regulations provided on ADA Portal.

## 2.13 Airside Operations

- 2.13.1. The following GCAA regulation and guidance material is applicable to the Airport operations. These documents are available at GCAA website. Refer to **Schedule 8** for details.
- Civil Aviation Regulation (CAR) Part IX (Aerodromes).
  - Civil Aviation Regulation (CAR) Part X (Safety Management Systems).
  - Acceptable Means of Compliance (AMC) – various.
  - Aeronautical Information Publication (AIP).
- 2.13.2. ADA develops and maintains our own policies and manuals. The following ADA standards and recommended practices material are available on ADA Portal:
- AUH Aerodrome Manual.
  - AUH Aerodrome Safety Management System Manual.
  - AUH Aerodrome Emergency Plan.
  - AUH Airside Driving Regulations.
  - AUH Airports HSSE Regulations.
- 2.13.3. There are several information channels and ways to promulgate important information to the Airport users:
- Airside Operations Notifications (AON) are published by AIS Section via email and public notification site to advise aerodrome users of temporary, urgent and/or immediate changes to the airfield (infrastructure, operation, etc.). Parties wishing to register for Airside communications must email their request to ADA Head Airside Safety, along with group email address where such communication shall be received. Refer to **Schedule 8** for contact details.
  - Safety Alerts, Bulletins and Communications are published via e-mail and used to communicate safety information.
  - Lessons Learnt are published via e-mail and used to communicate lessons learnt as a result of a near-miss or occurrence event.

- Airside Safety Alerts (ASA) are published via email and public notification site to advise aerodrome users of urgent and/or serious safety issues related to the Airport.
- Aerodrome Quality Bulletins (AQB) provide critical aerodrome quality information to pilots and other aviation personnel about the quality of aerodromes, condition of runways, taxiways, aprons, and other airfield facilities.
- Emergency Planning Information Circulars (EPIC) are provided via email. Parties wishing to register for these communications must email their request to ADA Emergency Planning department, along with group email address where such communication shall be received. Refer to **Schedule 8** for contact details.
- Airside Temporary Notice (ATN) is provided via email.

2.13.4. Operator shall carry the tow bar on board that is compatible with the type of aircraft. ADA will not be liable for any damages, losses, costs and/or expenses whatsoever suffered or incurred due to non-availability of compatible tow bar with type of aircraft.

## 2.14 Passenger Control

- 2.14.1. The Operator is responsible for passenger control between the terminals and remote parking bays and vice-versa and are liable to ensure the secure process of passenger transfers between an aircraft parked on a remote bay and the terminal buildings.
- 2.14.2. In the event of an emergency, Operators are required to comply with the evacuation process.

## 2.15 Airside Driving

- 2.15.1. Airside driving standards are governed by the provisions of the Airside Vehicle Permit (AVP) system, supported by the AUH Airside Driving Regulations provided on ADA Portal.
- 2.15.2. Possession of a valid ADP is mandatory for all Airside vehicle/ground service equipment operations, unless escorted.
- 2.15.3. All airside vehicles intending to access the manoeuvring area need transponders and VHF radios.

## 2.16 Fuel, Hydraulic and Dangerous Goods Spillage

- 2.16.1 Any Operator using the Airport, irrevocably agrees and consents, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Chief Executive Officer of ADA (the "CEO") or his/her designee may take any/all necessary action(s) 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.
- 2.16.2 Any Operator using the Airport, further irrevocably agrees, consents and undertakes to pay to ADA, any and all costs incurred by or on behalf of the Airport for any such cleaning and disposal of contaminants on "Polluter Pays Principle".

## 2.17 Foreign Object Debris (FOD)

- 2.17.1 ADA operates according to a 'zero tolerance' FOD policy and requires all Operator and visitors to abide by the principles of zero FOD in all operations at the Airport, and the provisions of operational notifications.
- 2.17.2 Operator and visitors shall comply with the FOD management plan, including but not limited to ensuring the safe disposal of FOD, the marking/identification of tools and continuously educating personnel on the risks associated with FOD.
- 2.17.3 Each Operator shall ensure that its employees, agents, contractors, customers and invitees are made fully aware of the dangers to Aircraft operation of foreign objects, prohibited and dangerous objects and litter, and Operator shall at all times ensure that operational areas and facilities assigned to it are left free of such objects.

## 2.18 Moving Aircraft

- 2.18.1 We may (subject to air traffic clearances and any operational guidelines issued by us for the use of our Facilities and Services) direct you to:
- move an aircraft to another position at the Airport, or
  - remove an aircraft from the Airport
- at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.
- 2.18.2 If you do not comply with our instructions within the specified time, as a measure of last resort, we may move or remove the aircraft in accordance with the procedures outlined in **Schedule 5** (Procedure for moving/removing Aircraft by ADA) and:
- you must pay all costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and
  - you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our direction.

## 2.19 Airport Closed or Services Unavailable

- 2.19.1 We will endeavour to keep our Facilities and Services at the Airport available for you to use, subject to requirements for commercial or operational purposes, maintenance and new development or events beyond our reasonable control.
- 2.19.2 If reasonably possible, we will notify you before we make any service or facility at the Airport unavailable.
- 2.19.3 If, at any time, safety or operational requirements mean that we consider it necessary to declare our Facilities or Services at the Airport to be wholly or partly unavailable for use by you, we will use our reasonable endeavours to identify alternative Facilities and Services which might be available for use by you, but the use of such alternative facilities or services shall be a matter for decision by you. You acknowledge that, in doing so, we will need to balance the needs of all affected parties so far as we reasonably can.

## 2.20 Disabled and Abandoned Aircraft

- 2.20.1 Any owner, lessee, operator or other person having the control, or the right of control of any disabled or abandoned aircraft at the Airport shall be jointly and severally responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject, however, to any requirements or direction by the GCAA that such removal or disposal be delayed pending an investigation of an accident.
- 2.20.2 Any owner, lessee, operator or any other legal person having control, or the right of control, of any aircraft does, by use of the Airport, agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Chief Executive Officer of ADA ("the CEO") or his/her designee may take any and all necessary action to effect the prompt removal or disposal of disabled or abandoned aircraft that obstructs any part of the Airport.
- that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to ADA.
  - that any claim for compensation against ADA and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled or abandoned aircraft, or any part thereof, by reason of any such removal or disposal is waived, and that the owner, lessee, Operator or other person having control, or the right of control, of the said aircraft shall indemnify, hold harmless and defend ADA 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.
- 2.20.3 All aircraft owner, lessee or Operators are required to forward via email their Aircraft Recovery Plans to the ADA Emergency Planning Department and to include copies of their Aircraft Recovery Manuals and Documents. Refer to **Schedule 8** for contact details.
- 2.20.4 Operator will provide to ADA its operational plan, including any outsourcing arrangements for Disabled Aircraft recovery.
- 2.20.5 All safety and security protocols at Abu Dhabi Airports shall be adhered to in case the aircraft operator or its service provider removes the aircraft.

## 2.21 Right of ADA to Control the Airfield

- 2.21.1 The Chairman of ADA, 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 take-off 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.
- 2.21.2 In the event the Chairman, or his designee determines the condition of the Airport or any part thereof to be unsafe for landings or take-offs, a Notice to Airmen (NOTAM) shall be issued, or cause to be issued, closing any affected area, or the entire Airport.

## 2.22 Parking Responsibility

- 2.22.1 When instructed by the CEO or his designee, the Operator of any aircraft parked or stored at the Airport shall move the said aircraft from the place where it is parked or stored. If the Operator refuses to comply with such directions, the CEO or his designee may order such aircraft be moved at the expense of the owner or Operator, and without liability for any damage(s) on ADA, which may result in the course of such moving.
- 2.22.2 In accepting the handling of General Aviation Operator's asset/aircraft, the Operator acknowledges and accepts full liability for the asset/aircraft throughout its stay on the Airport premises, and beyond and in case of outstanding charges, including but not limited to, the settlement of all applicable airport charges.

## 2.23 Restricted Aircraft Operations

- 2.23.1 The GCAA/ADA, or designee, may restrict the allowable types of aircraft operations during noise sensitive hours, or for other operational considerations, with prior notification. Foreign Operators shall comply with Certificate of Authorization for Restricted Foreign Operations (CAR-FOR).
- 2.23.2 No person shall park or store on Airport property any non-airworthy aircraft for a period in excess of ninety (90) days without written permission of the ADA/GCAA, or designee. This provision does not apply to aircraft under construction in fully enclosed and leased premises, or aircraft under repair by an authorised maintenance provider.

## 2.24 Prohibited Aircraft Operations

- 2.24.1 GCAA/ADA or designee, may prohibit or restrict any type of operation deemed detrimental to the safe, efficient and proper operation of the Airport, including, but not limited to, parachute jumping/sky diving, ultra-light aircraft and tow banner pick-up or drop-off on Airport property.
- 2.24.2 Unless otherwise agreed by ADA in writing, engineering, maintenance, washing or repair work on an Aircraft shall only be carried out at a place in the Airport designated by ADA and subject to such conditions as ADA may from time to time impose.

## 2.25 Service Delivery

- 2.25.1 To ensure the highest level of customer service delivery and a continuous improvement of service standards at ADA, Operators (and their contracted service providers) shall maintain a minimum Level of Service (LOS) that meets pertinent regulatory requirements and/or industry best practices.
- 2.25.2 Operators shall also ensure collaboration with, and adherence to, ADA Service Excellence Charter and AUH Airport Customer Service Framework including participation in relevant improvement programme (i.e. ACI Airport Service Quality survey).
- 2.25.3 Operators irrevocably agree, consent and undertake to pay to ADA, any costs incurred due to measures and initiatives it may take to ensure the minimum LOS towards passengers are met at all times.
- 2.25.4 The Operator shall ensure that their Service Level Agreement (SLA) with their Ground Handler provides for sufficient resource to ensure that their passengers receive services in adherence to the AUH Check-in Policy available on ADA Portal.
- 2.25.5 In partnership with federal authorities, Abu Dhabi Airports is phasing in a Seamless Biometric Passenger Journey across all operational touchpoints, and all airlines shall interface their operational systems to share the necessary data to allow their passengers to utilise this system.
- 2.25.6 The Operator shall, at its own cost and expense, abide by any Minimum Connecting Time (MCT) prescribed by ADA for transit and transfer passengers. If any Airline declares a Minimum Connecting Time which is shorter than that prescribed by ADA, the Airline shall provide, at its own cost and expense, any resource or manpower which it requires to facilitate this shorter Minimum Connecting Time.
- 2.25.7 The Airline Operating Committee (AOC) is a standing association of airline companies operating to/from AUH and is a platform created by airlines for ADA, and its stakeholders, to share relevant information and updates with the community in the areas of airside operations, terminal operations, air traffic, commercials, operational improvements and other updates. The AOC is a platform for the Airline community to suggest operational improvements and bring into light product or service deficiencies delivered by Abu Dhabi Airports, the Operating Airline/Ground Handler, or other Airport stakeholders that are common to members with the aim to address them. If you wish to become a member, please contact Aviation Business Management (Refer to **Schedule 8** for contact details).
- 2.25.8 ADA has a number of Policies to set the standards of Service Delivery and mechanisms to enforce them, including the following which are available on ADA Portal:
- AUH Aerodrome Manual
  - AUH Aerodrome Safety Management System Manual
  - AUH Aerodrome Emergency Plan
  - AUH Airside Driving Regulations
  - AUH Health, Safety, Security & Environment (HSSE) Regulations
  - AUH Airports Customer Service Framework
  - AUH Check-In Policy

- AUH Baggage Acceptance Policy
- AUH Passenger Welfare Policy
- AUH Inadmissible Passenger Policy
- AUH Aviation Safety Policy Statement
- AUH Airport Collaborative Decision Making Manual
- AUH Schedule of Aeronautical Charges

2.25.9 Each Operator acknowledges that ADA promotes a culture of continuous improvement at the Airport. Accordingly, each Operator shall co-operate with and facilitate any reasonable request made by ADA in respect of all airport-pioneered initiatives aimed at:

- creating an enhanced experience for passengers through increased levels of efficiency, convenience and control of the travelling process;
- allowing Operators and ADA to enjoy reduced costs, simplified processes and increased customer satisfaction; and
- allowing ADA to be able to improve the use of existing infrastructure and to maximise capacity in the Airport.

2.25.10 You must not do anything which puts us in breach of any Legislation, and you must reasonably co-operate with us in our provision of the Facilities and Services (including complying with our reasonable directions arising out of your use of our Facilities and Services).

2.25.11 You accept that access to our Facilities and Services is subject to the demands of other users of the Airport; and may be constrained by Legislation.

2.25.12 No person shall manoeuvre an aircraft or cause or permit any aircraft to be manoeuvred within the Restricted Area without prior permission from Air Traffic Control.

2.25.13 Any stationary aircraft must be secured against movement.

2.25.14 Any person involved in an accident or collision involving an aircraft, in the Restricted Area, must immediately report the incident to the ADA Duty Manager Airside. (Refer to **Schedule 8** for contact details).



## 2.26 Landside Operations

- 2.26.1 All ground transportation vehicle operations upon an Airport's premises, including its terminal buildings, roadways, parking facilities, curb frontages and any other Landside ground transportation facilities, are governed Abu Dhabi Airport Police and the Airport local regulations.
- 2.26.2 The ADA Duty Manager Terminal, or designee, shall have the right to designate areas for all ground transportation and parking activities at Airport to provide an efficient, safe and orderly parking and ground transportation system for the traveling public, and ensure the efficient use of limited capacity respective to Airport's facilities.
- 2.26.3 The ADA Duty Manager Terminal has the authority to institute revenue collection or traffic monitoring systems, or other systems, and can require all commercial vehicles to take all necessary actions to comply with such programme(s) at the Airport. All ground transportation activities and associated Operators will be required to comply with this program when implemented.

## 2.27 Baggage Handling

- 2.27.1 No Operator should accept baggage load that is beyond aircraft maximum payload.
- 2.27.2 Operators must comply with the AUH Baggage Acceptance Policy located on ADA Portal.
- 2.27.3 It is the Operator/Airline's responsibility to ensure that all check-in formalities are followed and that the security questions relating to baggage acceptance are addressed to all passengers.

## 2.28 Passengers Requiring Support (People of Determination)

- 2.28.1 Where a passenger has pre-notified you of any assistance requirements you agree that you will use all reasonable endeavours to provide us with that information as early as is reasonably possible, and in any event 36 hours in advance of travel where the relevant information has been received by the airline at least 48 hours before departure.
- 2.28.2 You agree to ensure that your primary ground handler retrieves any wheelchair from the aircraft hold and repatriates it to the aircraft door where it is safe to do so.
- 2.28.3 Each Operator shall, at its own cost and expense, make such arrangements as it deems necessary or desirable to ensure appropriate equipment, services and resources are provided for its passengers whose mobility or sensory skills are reduced or impaired require additional assistance due to unique needs.
- 2.28.4 The Operator shall ensure that their staff are trained to handle passengers with reduced mobility with sensitivity, respect, and professionalism.
- 2.28.5 Operators shall take necessary measures to prevent the misuse of assistance services by passengers who do not genuinely require such support. This includes implementing appropriate verification processes to ensure that the assistance is provided to passengers with legitimate assistance needs. Such measures should be undertaken without causing any undue inconvenience or discrimination to passengers genuinely requiring assistance.

## 2.29 Passenger Welfare & Consumer Protection

- 2.29.1 The relaying of any type of charges to the passenger on Airport premises, including but not limited to fines, excess baggage charges, operational cost, wheelchairs etc. should be explicit and supported in writing through means such as the conditions of carriage, failing which the relaying of any such charges to the passenger will be strictly forbidden.
- 2.29.2 Operator shall comply with the AUH Passenger Welfare Policy, located on ADA Portal, in handling passengers during flight diversions, disruptions and delays.

## 2.30 Inadmissible Passenger Policy

- 2.30.1 An Inadmissible Passenger refers to a passenger who is refused admission to the United Arab Emirates by the Immigration Authority, and/or a passenger who is refused onward carriage through the UAE due to improper documentation such as, but not limited to, absence, expired or forged visa, passport, travel or health documents.
- 2.30.2 All inadmissible passenger case must be reported to the ADA Terminal Duty Manager. Refer to **Schedule 8** for contact details.
- 2.30.3 AUH Inadmissible Passenger Policy is provided on ADA Portal.

## 2.31 Smoking and Vaping Policy

- 2.31.1 Smoking and vaping are not permitted inside the AUH terminal(s), airside and aerodrome facilities except in areas that have been designated and approved as smoking areas.

## 2.32 Airport Airside Security Pass

- 2.32.1 Regardless of its category (temporary, permanent, vehicle, special, equipment, escorted, car, controlled area, driving permit etc.), the issuing of Airside airport security pass(es) to individuals and/or equipment is a process solely governed by ADA in collaboration with the relevant authorities including Abu Dhabi Airport Police.
- For Airside access, relevant to airport familiarisation, commercial aviation development activities or inaugural flights only please contact ADA Aviation Business Management. (Refer to **Schedule 8** for contact details).
  - For Airside access for government or civil aviation delegations, media, community groups and suppliers only, please contact ADA Corporate Communications. (Refer to **Schedule 8** for contact details).
  - For any other request please contact the relevant pass office directly and/or refer to the airport security pass issuance terms and conditions.

- 2.32.2 ADA or its designee retains the right to withhold the issuing of pass(es) in the event the documentation required is incomplete, not submitted in a timely manner, a pass is already issued to another general sales agent (GSA) representing the same airline, or for any other reason deemed relevant and that may or may not be disclosed to the requestor.
- 2.32.3 ADA or its designee retains the right to withdraw full or partial Airside access(es) without needing to provide any notice when any such action is considered necessary.
- 2.32.4 In the event a pass is withdrawn, cancelled, expired, or is no longer required, for example due to the temporary suspension or permanent halt of operations of an airline it is the sole responsibility of the pass-holder, his/her sponsor and/or the airline the pass-holder represents to return the pass to the pass office within 2 working days.

### 2.33 Commercial Photography, Film and Recording on Airport Property

- 2.33.1 Unless authorised in writing by ADA and Abu Dhabi Airport Police, no person shall take still, motion, or sound motion pictures or sound records or recordings of voice or otherwise for commercial, training or education purposes, or use electronic amplification devices in public areas of the terminal or on the public areas of any facility under the administration of ADA.
- 2.33.2 Additional permits may be required from the Abu Dhabi Media Office so please coordinate with Aviation Business Management. (Refer to **Schedule 8** for contact details).
- 2.33.3 ADA, its authorised representatives and agents reserve the right to photograph and/or film airline facilities, vehicles, equipment, personnel and/or aircraft in the context of general airport operations as part of its efforts to create communication support materials to establish the context of its international operations and client base for use on its website, newsletters and internal and/or international communication vehicles. Any independent media or third-party requests to film or take pictures of specific airline brands or operations will be referred directly to the airline representative for review and approval as required.

### 2.34 Media and Other Commercial Activity on Airport Property

- 2.34.1 Unless authorised in writing by ADA, no person shall post or distribute commercial signs, advertisements, literature, circulars, pictures, sketches, drawings, handbills, or any other form of printed or written commercial matter or material at the Airport.
- 2.34.2 For any media related activity, a prior written approval from ADA Corporate Communication department must be obtained. (Refer to **Schedule 8** for contact details).
- 2.34.3 Airline Operators are allowed to display operational communication materials next to their allocated check-in counters only during their operation hours. It is the responsibility of the Operator to remove and store the materials immediately after closing the counters.
- 2.34.4 Airline Operators should contact Aviation Business Management for approval to display non-operational materials and promotional campaigns, or for displaying materials (operational and promotional) in the check-in area and boarding gates. (Refer to **Schedule 8** for contact details).
- 2.34.5 ADA conducts regular audit exercises, and airline Operators will be asked to remove unnecessary displays or materials within 24 hours.

### 3. Data & Information Requirements

#### 3.1 Information We Require Before You Use Our Facilities and Services

Before using our Facilities and Services at the Airport you must provide to us by email with the following to Aviation Business Management by email. (Refer to **Schedule 8** for contact details).

- 3.1.1 Copy of the insurance policies you hold that are consistent with the requirements of **Schedule 1** and evidence that these policies will remain current at all times when you are using our Facilities and Services at the Airport.
- 3.1.2 The operating details, including:
- a) Evidence that you have obtained an arrival or departure slot or slots from the Slot Facilitator.
  - b) Evidence that you have a security program that meets the airports security requirements and any relevant requirements of the Civil Aviation Regulations.
  - c) Evidence that you have in place emergency procedures in connection with all potential threats to passengers, cargo and our Facilities and Services at the Airport at least to the standard required to comply with ADA emergency procedures.
  - d) The names, addresses, telephone numbers, email addresses and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using our Facilities and Services at the Airport; including the CEO, the CFO and the emergency contact center.
  - e) A sample copy of your crew ID.
  - f) Evidence that you have in place adequate (in our reasonable opinion) arrangements to (i) facilitate passengers to contact you on a 24/7 basis; and (ii) provide up-to-date information on your website.
  - g) Ground handling arrangements for operating crew, passengers and cargo.
  - h) A completed Customer Credit Application Form (see **Schedule 2**), any information requested by us in order to complete the Credit Application form.
  - i) A completed Notification of Aircraft Details form (see **Schedule 3**) for all your aircraft which are likely to be using our Facilities and Services at the Airport and the executed checklist form in **Schedule 6**.
  - j) Summary details of arrangements for the removal and/or recovery of stationary and/or disabled aircraft and any other vehicles.
  - k) Confirmation that you have a Safety Management System in place.
  - l) A copy of the noise certificate (or equivalent documentation) which includes details of the type, registration and MTOW of each aircraft which you intend to use at the Airport (see **Schedule 3**) for all your General or Business Aviation and other non-Regular Public Transport operations aircraft which are likely to be using our Facilities and Services at the Airport.

- 3.1.3 You shall supply us with a cash deposit and/or an unconditional and irrevocable bank guarantee in a form specified in **Schedule 7** reasonably acceptable to us (the "Performance Bond" or "Bank Guarantee"). This Bank Guarantee will be for an amount equal to our reasonable estimate of the airport charges that you are likely to incur over a 3 (three) month period. Please contact Aviation Business Management team via email to receive the exact amount for cash deposit, or Bank Guarantee. (Please refer to **Schedule 8** for contact details).
- 3.1.4 In case we consider that the amount of the Bank Guarantee shall be increased at any time, we may notify you of the revised amount and you shall provide ADA either an additional Bank Guarantee or a replacement Bank Guarantee so that the total of the Bank Guarantees we hold from you equals our reasonable estimate of airport charges as stipulated in **clause 3.1.3**.
- 3.1.5 You must provide us with the details of any changes to the information within 7 days of such change and if requested by us provide us with an up-to-date information. For the avoidance of doubt, information you provide must be received in full and may be verified by us before any adjustments are applied to your account details. Payments due under these Conditions will be calculated based on your account information as at the date the relevant charge is incurred. No refunds, credits or equivalents will be given where information has not been kept up to date by you.

## 3.2 Provision Of Information in Relation to Charges

- 3.2.1 This clause applies where we require information from you for the purpose of calculating charges payable by you for your use of our Facilities and Services at the Airport.
- 3.2.2 If you use Facilities and Services that are subject to aircraft movement based charges, or charges based on passenger numbers under AUH Schedule of Aeronautical Charges provided on ADA Portal, you must provide, or authorize the Ground Handler to provide to us on your behalf, passenger and cargo information within four (4) hours of the operation of each flight:
- the number of disembarking and embarking passengers on your aircraft for each flight.
  - any further disaggregation of aircraft movement or passenger and cargo numbers we reasonably require to determine charges payable by you under AUH Schedule of Aeronautical Charges.

- 3.2.3 Passenger information shall be provided in IATA standard format via SITA Gateway to AUHCPXH or IATA standard format via email. (Refer to **Schedule 8** for details).
- 3.2.4 Within 3 days of the day on which you use our Facilities and Services, if you detect an error in the information that you have provided to us under **clause 3.2**, then you must immediately provide to us the correct information. You must, at the same time, provide to us an explanation of why the original information was incorrect. We will accept the later information as being correct unless we are not satisfied with the explanation provided to support the change.
- 3.2.5 You acknowledge that we will use the information you provide to us under **clause 3.2** for the purpose of calculating the charges payable by you for using our Facilities and Services at the Airport.
- 3.2.6 If you do not comply with **clause 3.2**, then you agree that we may charge you for use of our Facilities and Services on that day on the basis that each seat on the aircraft operated by you on that day was in fact occupied by a passenger. If you later provide the information required under **clause 3.2** and we have charged you in accordance with this clause and you have paid to us those charges and we believe that we have been overpaid, then we will provide to you a credit note (without interest) of any amount we calculate to have been overpaid.
- 3.2.7 You acknowledge that we may verify from time to time information you have provided to us by means including (but not limited to):
- reference to data collected by the Abu Dhabi Immigration Service.
  - directly counting passengers embarking or disembarking aircraft operated by you; and
  - via the Ground Handler at the Airport.

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## 4. Charges & Payment Conditions

### 4.1 General Conditions

- You must pay us charges for using our Facilities and Services at the Airport, calculated in accordance with AUH Schedule of Aeronautical Charges, (Refer to ADA Portal) as varied from time to time.
- The charges for using our Facilities and Services at the Airport shall accrue from day to day and are payable in UAE Dirham.
- However, if required, we are prepared to accept payment in United States Dollars. In this instance, the applicable UAE Dirham charge will be converted into the currency using the applicable prevailing exchange rate set out by the UAE Central Bank at 11.00 am on the Sunday of the week in which your charges are incurred.
- All invoices must be paid in full and without deduction. Any charges incurred on account of a bank transfer, foreign currency exchange(s) or any other fee(s) that may become payable as a result of satisfying our invoice must be borne by you.
- If you have a credit account with us, we will invoice you for charges.
- You must pay what the invoice shows is owing within the time stated for payment in the invoice by one of the methods for payment shown on the invoice.

- Unless you have a credit account with us, you must pay the charges you owe before your aircraft leaves the Airport unless we agree other arrangements in writing.
- You acknowledge that if ADA is legally required to apply Value Added Tax (VAT) to the charges payable by you for your use of our Facilities and Services at the Airport, then you agree to pay to us such VAT as is properly chargeable, in addition to the charges set out in these Conditions (which charges are shown as exclusive of VAT). The amount of any such VAT shall be shown in our invoices as a separate line item and shall be included in the total amount due shown on each invoice. You agree to provide to us, at no cost to us, any additional information that we may request in order to enable us properly to complete our VAT returns and accounting records in relation to VAT.
- Notwithstanding anything in these Conditions, if at any time we are liable to pay you any amount then, in lieu of making the payment, we are entitled to set off all or part of such amount from existing or future amounts which you are required to pay us pursuant to these Conditions until such time as the amount owing by us is set off in full.
- Unless we give you express written consent, you are not allowed to make any set-off against or deduction from the charges for using our Facilities and Services.
- We will consult with you (either directly or through any relevant industry bodies) as required by Legislation before varying charges.

## 4.2 Aeronautical Charges Annual Adjustment

- 4.2.1 Aeronautical charges shall be adjusted annually to account for inflation. The adjustment shall be based on annual changes in the Consumer Price Index (CPI) as published by the Statistics Centre Abu Dhabi (SCAD), and will be calculated as follows:

$$\text{Adjusted Aeronautical Charges} = \text{Base Aeronautical Charges} \times \text{CPI}$$

- 4.2.2 In the event of negative annual CPI reading, base aeronautical charges will not be subject to adjustment.
- 4.2.3 Should CPI adjustment to base aeronautical charges be made the changes will take effect at the beginning of the IATA Northern Summer season.

## 4.3 If You Do Not Pay on Time

- 4.3.1 If you do not pay the amount you owe on time, you must pay interest, calculated on a daily basis at the Interest Rate, on the amount from and including the day the amount becomes payable up to and including the day you pay the amount and all interest accrued on it.
- 4.3.2 Interest is calculated daily at the Interest Rate and compounds monthly.

- 4.3.3 If you notify us in writing that you dispute any charge shown in an invoice within 8 days of receiving that invoice and in our reasonable opinion you have grounds to dispute it, you need to settle the charges within the time provided on the invoice, and then we will provide to you a credit note (without interest) of any amount we calculate to have been overpaid.
- 4.3.4 Despite any dispute, you shall pay all invoiced amounts within the time required by the invoice.
- 4.3.5 If you do not provide us with the Bank Guarantee required or do not pay us an amount you owe us (including aeronautical charges or check-in counter charges) within 7 days after it is due for payment, we may:
- refuse to allow any or all of your aircraft to use our Facilities and Services at the Airport; and/or
  - use reasonable means to detain any of your aircraft by virtue of these Conditions until you have paid all due charges and interest provided that we have given you 7 day's notice in writing after the 7 day period.
  - In relation to the detention of your aircraft pursuant to this clause, we and you acknowledge and agree that:
    - such detention is with your consent;
    - no such detention has the effect of depriving or impairing your immediate right to possession in circumstances where all amounts owing are paid;
    - you will not take any action to move the aircraft or otherwise interfere with the detention of the aircraft until such time as all amounts owing is paid.
- 4.3.6 We may take any other action against you that the law allows to recover anything you owe us.

#### 4.4 If You Do Not Comply with These Conditions

- 4.4.1 In addition to clause 4.3, subject to our obligations under Legislation, we may give you immediate notice in writing not to use our Facilities and Services at the Airport if you do not comply with these Conditions.
- 4.4.2 However, if you do not comply with any safety or security requirements, we may give you notice to either comply with requirement(s) immediately, or you must cease using our Facilities and Services (at our discretion), with immediate effect.
- 4.4.3 We may stop you from using our Facilities and Services at the Airport if you do not comply with our notice.

#### 4.5 Services Not Included

- 4.5.1 We do not provide:
- En-route air navigation services.
  - En route meteorological services.
  - Hangar facilities.
  - Aircraft parking longer than 4 hours unless pre-approved by ADA in writing.



- Any services restricted by ADA

4.5.2 Our charges do not include fees for these services or fees for things we provide outside the scope of these Conditions.

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## 5. Release and Indemnity

### 5.1 General Conditions

5.1.1 Neither we nor our officers, employees, servants or agents shall be liable for:

- a) loss or damage caused for any reason to an aircraft, its equipment, its load or the property of its crew or passengers at the Airport; or
- b) personal injury caused for any reason to the crew or passengers of, or persons servicing, an aircraft at the Airport,

Unless and then only to the extent caused by our own gross negligence or recklessness and with knowledge that damage would result or the gross negligence of our officers, employees or agents.

5.1.2 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:

- a) loss you suffer, or any person claiming through you suffers, for any reason because the Airport or any part of it is closed or any service or facility at the Airport is unavailable.
- b) loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft.
- c) indirect loss.
- d) consequential loss.
- e) loss of profits.
- f) loss of revenue.
- g) loss of goodwill.
- h) loss of opportunity.
- i) loss of business.
- j) increased costs or expenses.
- k) wasted expenditure.

5.1.3 You are liable for and indemnify us against:

- a) any damage your aircraft may cause to our property.
- b) any costs (including legal costs) we incur in detaining any of your aircraft under **clause 4.3.5**.
- c) any claims made against us by a third party arising out of the detention of any of your aircraft under **clause 4.3.5** (including legal costs and expenses, whether incurred by or ordered against us).
- d) claims for personal injury, death, loss or damage to property caused or contributed to by you,

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unless and then only to the extent caused by our own gross negligence or the gross negligence of our officers, employees or agents.

- 5.1.4 You agree to pay us an amount equal to any liability, loss, cost, charge or expense of the kind referred to in **clause 5.1.3** suffered or incurred by any of our officers, employees or agents.

## 5.2 Exclusion of Warranties and Conditions

- 5.2.1 We do not make any representation or warranty in connection with the use of the Airport.
- 5.2.2 We will exercise due care and skill in providing the Facilities and Services to you.

## 6. Dispute Resolution

- 6.1.1 If there is a dispute between you and us about whether you or we have complied with an obligation or have a right under these Conditions, then:
- within 14 days of the dispute arising, you and we must meet to negotiate in good faith with a view to resolving the dispute; and
  - if we jointly fail to resolve such dispute within such period, either of us may refer the dispute to the Courts of Abu Dhabi.
- 6.1.2 Where we are of the view, acting reasonably, that a dispute between you and us is not a genuine dispute, we reserve the right to take any other action against you that the law allows (including exercising our powers under **clause 4.3** and **clause 4.4** while in dispute or litigation with you.

## 7. Governing Law

- 7.1.1 These Conditions are 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. Subject to **clause 6**, you and we agree to take legal proceedings in connection with these Conditions only in the Abu Dhabi Courts.
- 7.1.2 For the purposes of being bound by these Conditions you warrant that you have full authority and power to bind any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.

## 8. No Assignment

- 8.1.1 You acknowledge that these Conditions are personal to the Operator and that you must not:
- assign, sublicense, charge, create a security interest over, encumber or otherwise deal with any of your rights or obligations under these Conditions or any right, authority, privilege, benefit or obligation arising, or which may arise pursuant to these Conditions; or

- use our Facilities and Services for or on behalf of any other person except as permitted by these Conditions.

## 9. Airports Act and Regulations

9.1.1 You acknowledge and accept that:

- in addition to acting in our capacity as provider of Facilities and Services under these Conditions, we are also charged with the responsibility of administering and operating the Airport safely and securely and in accordance with the applicable laws and regulations.
- any conduct of us in that capacity is not a breach of any of our covenants under these Conditions.

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## SCHEDULE 1

### Insurance Policy Requirements

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#### Group / Classification

#### Third Party Liability

Combined single limit for third party liability for any one accident/incident occurrence to be not less than:

		<u>Fixed Wing Aircraft</u>
1.	10,000 kg MTOW or less	US\$25,000,000
2.	10,001 kg - 28,000 kg MTOW	US\$60,000,000
3.	28,001 kg - 100,000 kg MTOW	US\$200,000,000
4.	100,001 kg - 180,000 kg MTOW	US\$500,000,000
5.	180,001 kg – 400,000 kg MTOW	US\$1,000,000,000
6.	Exceeding 400,001 kg MTOW	US\$1,500,000,000
<u>Helicopters</u>		
1.	up to two passenger seats	US\$5,000,000
2.	three and four passenger seats	US\$10,000,000
3.	more than four passenger seats	US\$15,000,000

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## SCHEDULE 2

### Customer Credit Application Form

(The applicant must provide the information accurately and completely in BLOCK letters).

Applicant Information	
Name of Company	
Trading Name	
Commercial Registration Number	
Tax Registration Number (Attach TRN Certificate)	
Contact Person (specify Mr./Mrs./Ms.)	
Business Address	
Phone Number	
Mobile number	
Country	
Years Trading	
Financial Institution Information (e.g., bank or credit union)	
Financial Institution Name	
Branch	
Country	
Contact number	
Do you plan to use this institution for any bank guarantees or line of credit?	No <input type="checkbox"/> Yes <input type="checkbox"/>
Accounts Payable Contact Information	
Accounts Payable Manager	
Contact number	
Email	

Please answer "YES" or "NO" to the following items and provide details including dates and circumstances if applicable. Use additional pages if necessary.

<p>Has the applicant declared bankruptcy or been declared bankrupt or entered into a scheme of arrangement in the past 10 years?</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> If "YES" provide details below:</p>
<p>Has the applicant committed an act of insolvency within the meaning of the UAE Civil Transactions Law (Federal Law no. (5)1985) or any other law of the UAE or Abu Dhabi (or where the applicant is incorporated overseas, an equivalent in the country of incorporation)?</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> If "YES" provide details below:</p>
<p>Does the applicant have any registered or unregistered charges against the assets of the applicant?</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> If "YES" provide details below:</p>
<p>Has the applicant been refused credit before?</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> If "YES" provide details below including amounts involved:</p>
<p>Is there any other information about the applicant that ADA would reasonably expect to know or the applicant would like ADA to consider when assessing this application?</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> If "YES" provide details below:</p>

**Conditions applicable to grant a credit facility:**

- The applicant understands that the credit facility may be withdrawn at any time at the discretion of ADA.
- The applicant understands that settlement is due within the time for payment stated on an invoice issued by ADA.
- The applicant accepts that it is totally responsible for payment for all services supplied under ADA's Conditions of Use, in accordance with the terms thereof.

**Certification by Applicant**

I have truthfully and accurately completed this application and understand that credit may be refused or suspended if any information provided in this form is intentionally untrue or inaccurate.

**Please fill out the applicable section**

If a Sole Trader	
Full Name	
Date of Birth	
Business Address	
Contact number	
Email	
If a Partnership	
Full Name	
% of ownership	
Date of Birth	
Business Address	
Contact number	
Email	
Full Name	
% of ownership	
Date of Birth	
Business Address	
Contact number	
Email	
Full Name	
% of ownership	
Date of Birth	
Business Address	



Contact number	
Email	
<b>Full Name</b>	
% of ownership	
Date of Birth	
Business Address	
Contact number	
Email	
<b>If an Incorporated or Limited Company</b>	
Name of Company	
Company Number	
Country of Incorporation	
Date of Incorporation	
Registered Office Address	
Full Names of all Directors	
Contact number	
Email	

**Acknowledgment and Consent to disclosure of personal information and Acceptance of Credit Agreement Terms and Conditions**

**1. Acknowledgment**

The applicant(s) acknowledge(s) that ADA has informed me/us that certain items of personal information about me/us contained in this application, or which may be subsequently obtained by ADA may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit at least 60 days overdue, discharges, cheques twice dishonoured, and serious credit infringements.

**2. Consent**

I consent:

- a) to ADA obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of ADA:
- collecting overdue payments in respect of commercial credit provided to me/us, and
  - assessing my/our application for commercial credit on an ongoing basis; or
  - assessing my/our application for consumer credit;

- b) to ADA's nominated trade insurer (if any) obtaining from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to ADA in relation to my/our application for commercial credit with ADA;
- c) to ADA giving and seeking from any credit provider named in this application for credit or in a credit report issued by a credit reporting agency information about my/our credit arrangements, including any information about my/our creditworthiness, credit standing, credit history, or credit capacity that credit providers are allowed to give or receive from each other.

Signature of authorised company & STAMP:

Name of Representative

Designation:

Date:

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### SCHEDULE 3 Notification Of Aircraft Details

The applicant must provide the information below accurately and completely.  
(Please write clearly in BLOCK letters).

<b>Aircraft Detail</b>	
Aircraft Registration No.	
Aircraft Type	
Engine type & Manufacturer	
Noise Emission Level	
Aircraft Certified MTOW	
Aircraft Seat Configuration	
Number of Seats per Class	
<b>Certificate of Registration (CoR) Holder</b>	
Name	
Address	
Contact Number	
<b>Owner: (if different to CoR holder)</b>	
Name	
Address	
Contact Number	
<b>Operator</b>	
Name	
Address	
Contact number	
<b>Effective Dates of Operation</b>	
From:	
To:	

**Signature of person completing the form**

Please identify whether you are the: **C of R Holder**  **Owner**  **Operator**

**SCHEDULE 4**  
ADA Contact Information

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**Address for service of notices**

**By post:** Chief Executive Officer  
Abu Dhabi Airports Company  
PO Box 94449  
Abu Dhabi  
United Arab Emirates

**or**

Chief Executive Officer  
Abu Dhabi Airports Company  
The ADA Administration Building  
Abu Dhabi  
United Arab Emirates

**Email:** [CEOOFFICE@adairports.ae](mailto:CEOOFFICE@adairports.ae)

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## SCHEDULE 5

### Procedure For Moving/Removing Aircraft By ADA

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In the event that we are required to move/remove an aircraft as a result of a failure by you to comply with an order issued to you under these Conditions of Use:

1. we will, where applicable, follow the procedures for the recovery of disabled aircraft set out in AUH Aerodrome Emergency Plan.
2. in other cases, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
  - i. that we intend to move/remove the aircraft.
  - ii. of the proposed location to which the aircraft is to be relocated.
  - iii. of the means by which we intend to move/remove the aircraft; and
  - iv. of any Conditions which may apply to your recovery of the aircraft.
3. in the event that the notice referred to in paragraph 2 is not practicable we will notify you, as soon as possible that:
  - i. we have moved/removed the aircraft.
  - ii. the location to which the aircraft has been moved; and
  - iii. any Conditions which may apply to your recovery of the aircraft.

## SCHEDULE 6

### New Airline Checklist

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The Aviation Business Management team will use their best endeavors to guide new airlines in the setting up of operations at the Airport, including advising on the relevant possible stakeholders, supplier, list of F&B providers and associated contact details or entities.

To operate and facilitate the process, the Operator shall fill and return the following forms executed and relevant attachments via email. (Refer to **Schedule 8** for contact details).

(i) **Key Items Checklist**

1	I have obtained landing rights from the UAE General Civil Aviation Authority	<input type="checkbox"/>
2	I have received, read, and accepted the Conditions of Use published on ADA websites, as amended from time to time, and shared a copy thereof with my headquarters.	<input type="checkbox"/>
3	I have obtained the schedule approval issued by the Department of Municipality and Transport ( <b>DMT</b> ) CRM system.	<input type="checkbox"/>
4	I have completed Advance Passenger Information ( <b>API UAE</b> ) registration.	<input type="checkbox"/>
5	I have concluded the agreement in connection with my ground operations requirement with the approved competent ground handler.	<input type="checkbox"/>
6	I have provided a Performance Bond or made deposits with Abu Dhabi Airports as collateral.	<input type="checkbox"/>
7	I have discussed with AD Airports eventual Property requirements, i.e. airline office.	<input type="checkbox"/>
8	I have provided my logos for the Flight Information Display Systems.	<input type="checkbox"/>
9	I have made the necessary arrangements for the provision of Fuel.	<input type="checkbox"/>
10	I have coordinated slot requirements with the Slot Facilitator.	<input type="checkbox"/>
11	I have made the necessary arrangements for catering services.	<input type="checkbox"/>
12	I have understood and will provide the data requested as set out in Section 2.5 of the Conditions of Use.	<input type="checkbox"/>

(ii) **Client Form**

Full legal name of airline	
Trade name	
Address	
CEO name	
CEO email	
CFO name	
CFO email	
Accounts receivable email	
Regional Manager/ Station Manager name	
Regional Manager/ Station Manager Email	
Regional Manager/ Station Manager telephone number	
Intermediary entities / local agents involved (company name, contact number, email address)	
Telephone number of call centre (available 24/7) for the public to call, and its location (based in UAE, home country of the Operator, or elsewhere).	
Office telephone number, mobile number, email address and contact person for media related queries	
Office telephone number, mobile number, email address and contact name of emergency and crisis representative.	
Name of appointed Ground Handler, office telephone number, mobile number, email address and name of emergency or crisis representative of the Ground Handler.	
Plans that include management of passengers, management of next of kin, and management of media queries.	
Information regarding how the call centre will be manned and managed and whether it would be based in UAE or in the home country of the Operator.	

(iii) **Attachments required:**

1. Tax Registration Number Certificates
2. MTOW Certificates
3. Copy of Insurance Policies (**Schedule 1**)

4. Approved Credit Application Form (**Schedule 2**)
5. Copy of Notification of Aircraft Details (**Schedule 3**)
6. Copy of Noise Certificate
7. Copy of Airport Emergency Procedure
8. Copy of Airport Safety Management System
9. Sample copy of Crew ID

Signed for and on behalf of:

[Operator name]

Acting by its authorised representative:

.....  
[Full Name of Signatory]  
[Title]

Duly authorized to sign this declaration for and on behalf of [Operator name]

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**SCHEDULE 7**  
**Performance Bond**

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**PERFORMANCE BOND**

[On the headed notepaper of the Bank]

**To:** Abu Dhabi Airports Company PJSC ("ADA")  
PO Box 94449  
Abu Dhabi  
United Arab Emirates

[dd-mmm-yyyy]

Dear Sirs,

Our client [Insert name of Airline] (the "Airline") has accepted ADA's terms and conditions for the use of Facilities and Services provided by ADA as further described in the conditions of use dated [\*\*], as amended from time to time ("Conditions of Use").

In consideration of the Conditions of Use, we hereby undertake to provide you with an unconditional and irrevocable performance bond (this "Performance Bond") in the amount of [\*\* Only] AED (Dirhams) whereby:

We, [BANK NAME], irrevocably and unconditionally guarantee and undertake that, upon your written demand, we shall, immediately, on one or more occasions and notwithstanding any objection which may be made by the Airline, or any other person, firm or company, pay to you or as you may direct such an amount as you may in such notice require.

This Performance Bond must be valid from the date of issue and must continue to be so valid and enforceable with respect to any such written notice to us referred to above as is given not later than the date which is six months from the Airline ceasing operations at the Airport. The expiry of this Performance Bond must be without prejudice to any liability under this Performance Bond which arose prior to such date.

Any demand made by you in accordance with this Performance Bond shall be conclusive evidence that the sum stated in such demand is properly due and payable by us under this Performance Bond.

Any payment by us hereunder must be immediately available and freely transferable UAE Dirhams free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Our obligations hereunder constitute direct primary, irrevocable and unconditional obligations, will not require any previous notice to or claim against the Airline and will not be discharged or otherwise prejudiced or adversely affected by any time, indulgence or forbearance which you may grant to the Airline, any amendment, modification or extension which may be made to the Conditions of Use or the works performed thereunder, any intermediate payment or other satisfaction made by us, any change in the constitution or organisation of the Airline, or any other matter or thing which

in the absence of this provision would or might have that effect except a discharge or amendment hereof expressly made or agreed to by you in writing and notified to us by ADA.

This Performance Bond may be assigned by you to any person, firm or company provided that you notify us in writing of any such assignment whereupon we will be obliged to make any payment claimed under this Performance Bond to the person, firm or company specified in the notice which will constitute a full and valid discharge to us in relation to that payment. We further undertake that we shall not assign, novate and/or transfer, directly or indirectly, all or part of our rights and/or obligations under this Performance Bond without your prior written consent.

No action, event or condition which by any applicable law may operate to free us from liability under this Performance Bond will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Performance Bond will be irrevocable and, except as stated in this Performance Bond, unconditional in all respects.

If at any time one or more provisions of this Performance Bond is or become illegal, invalid or otherwise unenforceable in any respect, such provision or provisions will be ineffective to the extent only of such illegality, invalidity or unenforceability and such illegality, invalidity or unenforceability will not invalidate the other provisions of this Performance Bond.

This Performance Bond will be governed by and construed in accordance with the laws in the Emirate of Abu Dhabi and the federal law of the United Arab Emirates as applied in the Emirate of Abu Dhabi. The courts of the Emirate of Abu Dhabi shall have jurisdiction to hear and determine any disputes in relation to or arising out of this Performance Bond.

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**SIGNATORIES:**

	)
[Insert] BANK	)
(Authorized Signatory of the Bank)	)

## SCHEDULE 8

### Contact Details

Stakeholder / Entity	Telephone	Email / URL
Airport Collaborative Decision Making (A-CDM)		<a href="mailto:ACDM@ans.adairports.ae">ACDM@ans.adairports.ae</a>
Airport Coordination Ltd. (ACL) - General Enquiries		<a href="mailto:AUH@acl-international.com">AUH@acl-international.com</a>
Airport Coordination Ltd. (ACL) - Slot Request	+44 (0) 208 564 0626 +971 58 546 4873	<a href="mailto:slots@acl-international.com">slots@acl-international.com</a> <a href="https://www.acl-uk.org/">https://www.acl-uk.org/</a>
ADA Emergency Planning Department		<a href="mailto:aep@adairports.ae">aep@adairports.ae</a>
ADA Duty Manager Airside	+971(0) 50 211 8666	<a href="mailto:dutymanagerairside@adairports.ae">dutymanagerairside@adairports.ae</a>
ADA Duty Manager Terminal	+971(0) 50 813 2363	
ADA Head Airside Safety		<a href="mailto:airsidesafety@adairports.ae">airsidesafety@adairports.ae</a>
Government Affairs & AVSEC Duty Manager	+971 (0) 50 314 3229	<a href="mailto:gaasdm@adairports.ae">gaasdm@adairports.ae</a>
ADA Emergency Planning Department		<a href="mailto:aep@adairports.ae">aep@adairports.ae</a>
ADA Aviation Business Management		<a href="mailto:cad@adairports.ae">cad@adairports.ae</a>
ADA Corporate Communications		<a href="mailto:corporatecommunicationsgroup@adairports.ae">corporatecommunicationsgroup@adairports.ae</a>
ADA AMC Operations Planning		<a href="mailto:operationsplanning@adairports.ae">operationsplanning@adairports.ae</a>
Airport Lounges		<a href="mailto:uae@plaza-network.com">uae@plaza-network.com</a> <a href="mailto:ozge.besikci@plaza-network.com">ozge.besikci@plaza-network.com</a>
Airport Hotel		<a href="mailto:uae@plaza-network.com">uae@plaza-network.com</a> <a href="mailto:ozge.besikci@plaza-network.com">ozge.besikci@plaza-network.com</a>
Flight Catering - ADNEC		<a href="mailto:sales@capitalhospitality.ae">sales@capitalhospitality.ae</a>
Flight Catering - Gate Gourmet		<a href="mailto:vipabudhabi@gategourmet.com">vipabudhabi@gategourmet.com</a>
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Online Coordination System (OCS)		<a href="http://www.online-coordination.com">www.online-coordination.com</a>
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UAE General Civil Aviation Authority (GCAA) - Traffic Rights		<a href="mailto:gcap@gcaa.gov.ae">gcap@gcaa.gov.ae</a> <a href="mailto:mbutaweel@gcaa.gov.ae">mbutaweel@gcaa.gov.ae</a>