

# **AL AIN INTERNATIONAL AIRPORT**

## **CONDITIONS OF USE**

**VERSION 0.03**

**November 2013**

AL AIN INTERNATIONAL AIRPORT (Emirate of Abu Dhabi)  
CONDITIONS OF USE

1. **Definitions**

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

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

**Airport** means Al Ain International Airport, Emirate of Abu Dhabi, United Arab Emirates.

**Airport Operations 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, as amended from time to time.

**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, as amended from time to time.

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

**Conditions** mean these Conditions of Use for Al Ain International Airport and any Rules and Regulations relating to the use of Al Ain International Airport published by us. A copy of the Conditions is available on request from us. The Conditions shall take precedence over any other conditions or terms and no servant or agent of us is authorized to agree any variation of these terms except by written agreement signed on behalf of us.

**EBOR** 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 and Positioning Crew, but excludes Operating Crew.

**facilities and services** means our facilities and services as set out in Schedule 7 except to the extent that those facilities and services are provided to you under a separate contract, lease, licence or other authority from us.

**general aviation** means any air service other than a *regular public transport operation* or *RPT* and scheduled cargo operations.

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

**interest rate** means a lesser of four (4) percent per annum above EBOR or if EBOR ceases to exist or to be published, four (4) percent above such comparable rate of interest as we may determine; or the highest rate of interest then permitted to be charged by law in the UAE.

**legislation** means every federal or local law, decree or ordinance and any rule, order, regulation, notice, direction, bye-law, 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, bye-laws 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 of Use or any of the rights and obligations contained in them which are in force during the term of this agreement.

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

**Operating Crew** means your employees operating as flight or cabin crew on an arriving or departing aircraft.

**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.

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

**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.

**Transit Passenger** means a passenger whose origin and destination is another port, serviced by the same flight.

**UAE** means United Arab Emirates

**we** or **us** or **ours** means Abu Dhabi Airports Company and includes our successors and assigns.

**you** or **your** means, in the case of *RPT* or scheduled cargo aircraft, the holder of the Air 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.

- 1.2 The singular includes the plural and the plural includes the singular.
- 1.3 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.
- 1.4 If any part of these Conditions is unenforceable, these Conditions are taken to be modified to remove that part. The rest of these Conditions are not affected by that part being removed.

## 2 These Conditions

- 2.1 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 or on your behalf is subject to these Conditions.

### YOU SHALL BE DEEMED TO HAVE ACCEPTED THE CONDITIONS BY YOUR USE OF THE AIRPORT.

- 2.2 Subject to any contrary requirement under legislation, we may change, replace or waive any of these Conditions provided that we have: used our reasonable endeavours to consult you (either directly or through any relevant industry bodies) at least 90 days before we change, replace or waive any Conditions and considered and responded to you in writing (either directly or through *relevant industry bodies*) in relation to any comments or objections you have raised to our change, replacement or waiver; and we give you (either directly or through any relevant industry bodies) notice in writing at least 30 days before the change is to be effective.

## 3 Information we require before you use our facilities and services

- 3.1 Before using our *facilities and services* at the Airport you must give us:
  - (a) your name, address and contact details;
  - (b) evidence that you have a security program that meets the requirements of our security arrangements 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 our Airport emergency procedures;
  - (d) the names, addresses, telephone numbers, facsimile numbers 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;
  - (e) evidence of the insurance policies you hold that are consistent with the requirements of Schedule 1 and confirmation that these policies will remain current at all times when you are using our *facilities and services* at the Airport;
  - (f) ground handling arrangements for operating crew, passengers and cargo;
  - (g) arrangements for the removal of stationary aircraft;
  - (h) a completed Credit Application form (see Schedule 2); and
  - (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.
- 3.2 Unless otherwise agreed, you shall supply us with an unconditional bank guarantee in a form reasonably acceptable to us. This bank guarantee will be for an amount equal to our reasonable estimate of the airport charges you are likely to incur over a 3 month period.
- 3.3 You must provide us with the details of any changes made to information described in clause 3.1 within 30 days of such change.

#### **4 Provision of information in relation to charges**

4.1 This clause 4 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.

4.2 If you use *facilities and services* that are subject to aircraft movement based charges, or charges based on passenger numbers under Schedule 5 of these Conditions, you must use your best endeavours to provide to us or authorize your ground handling agent to provide the following information to us on your behalf, at the end of each day on which you use those *facilities and services*:

- (a) the number of aircraft movements at the Airport that day (for cargo and positioning operations);
- (b) the number of disembarking and Embarking Passengers on your aircraft operating at the Airport on that day; and
- (c) any further disaggregation of aircraft movement or passenger numbers we reasonably require to determine charges payable by you under Schedule 5.

4.3 Within 7 days of the day on which you used our *facilities and services*:

- (a) you must provide the information required under clause 4.2 if you have not already done so; and
- (b) if you have provided to us information under clause 4.2 and you detect an error in that information, then you must 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.

4.4 You acknowledge that we will use the information you provide to us under clauses 4.2 and 4.3 for the purpose of calculating the charges payable by you for using our *facilities and services* at the Airport.

4.5 If you do not comply with clauses 4.2 and 4.3, 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 clauses 4.2 and 4.3 and we have charged you in accordance with this clause 4.5 and you have paid to us those charges and we believe that we have been overpaid, then we will provide to you a refund (without interest) of any amount we calculate to have been overpaid.

4.6 You acknowledge that we may verify from time to time information you have provided to us by means including (but not limited to):

- (a) reference to data collected by the Abu Dhabi Immigration Service; and
- (b) directly counting passengers embarking or disembarking aircraft operated by you.

You will use your best endeavours to assist us to identify the reason for any differences between the information provided by you under clause 4.2 and 4.3 and the information collected by us under this clause 4.6.

4.7 If, after the end of a Season, we ask you to do so, you must give us certified statements from your then regularly-engaged independent auditors verifying, for the Season just expired, the accuracy of the information you have previously given to us under this clause 4. You must give us the certified statements within 60 days of the date of our request. Your independent auditors who give us the certified statements must be members of or affiliated with an internationally-recognised, independent accounting firm.

4.8 You must permit us (or our agents or accountants), on reasonable notice and at reasonable times, to audit, at our expense, your records and systems which relate to the information you must give us under this clause 4.

4.9 If the certified statements provided under clause 4.7 or an audit by us under clause 4.8, discloses any error in the information you have given us under clauses 4.2 and 4.3, or you and we agree that the information you have given us under clauses 4.2 and 4.3 was in error after we verify under clause 4.6, we will immediately invoice you for the charges which you should have paid to us if the information you gave to us under clauses 4.2 and 4.3 was not in error. We will issue our invoice, and you must pay it, in accordance with clause 8.

If the extent of the error in our favour is more than five per cent (5%) of the information actually given to us, then you must reimburse us for the cost of our audit under clause 4.8.

4.10 We will use our best endeavours to maintain the confidentiality of any information that you provide to us, which you advise is commercially sensitive.

#### **5 Information generally**

5.1 The address where your information should be sent to is set out in Schedule 4. If possible, we would appreciate receiving information electronically.

5.2 You must let us know as soon as practicable if there is any change to the information you have given us.

5.3 You acknowledge that you have read and understood our *Airport Operations Manual*.

- 5.4 If you ask us, in writing, and subject to any express or implied confidentiality arrangements we may have with third parties (including the governments of Abu Dhabi or the UAE) or other need for confidentiality, we will give you details of:
- (a) our *Airport Security Program* and other security arrangements that may apply from time to time;
  - (b) Airport emergency procedures;
  - (c) Airport insurance policies;
  - (d) which of our *facilities and services* at the Airport are available for you to use; and
  - (e) Type A - Approach and Takeoff Chart.
- 5.5 We may charge reasonable fees for the supply of copies of Type A - Approach and Takeoff Chart, and for multiple copies of any other publications or information requested by you under these Conditions of Use.

## 6 Using our facilities and services

- 6.1 When using our *facilities and services* at the Airport you must comply with:
- (a) all *legislation*;
  - (b) our *Airport Operations Manual*;
  - (c) our *Airport Security Program*;
  - (d) these Conditions;
  - (e) 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;
  - (f) local flying restrictions;
  - (g) our requirement for no aircraft parking over 4 hours without prior written approval of ADAC; and
  - (h) directions on security from the Director of the General Civil Aviation Authority.
- 6.2 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*).
- 6.3 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*.

## 7 Common Use Principles

Access to all *facilities and services* will be equitably allocated by us, having regard to their availability and the requirements of all users.

## 8 Charges

- 8.1 You must pay us charges for using our *facilities and services* at the Airport, calculated in accordance with Schedule 5 as varied from time to time.
- 8.2 The charges for using our *facilities and services* at the Airport shall accrue from day to day and are payable in UAE Dirham.
- However we are prepared to accept payment in United States Dollars, Great Britain Pounds or European Union Euros. In this instance, the applicable UAE Dirham charge will be converted into the currency you have requested be accepted, using the applicable prevailing exchange rate of the Abu Dhabi National Bank at 11.00am on the Sunday of the week in which your charges are incurred.
- 8.3 If you have a credit account with us, we will invoice you for charges.
- 8.4 Subject to clause 10, 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.
- 8.5 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.

## 9 Varying charges

- 9.1 Subject to this clause, we may vary any of the charges or the application of them at any time by giving you 30 days notice in writing of a proposed maximum increase in charges or application before the variation becomes effective.
- 9.2 We will consult with you (either directly or through any relevant industry bodies) at least 60 days before varying charges.

## 10 If you do not pay on time

- 10.1 If you do not pay the amount you owe on time, you must pay interest, calculated on a daily basis, on the amount from and including the day the amount becomes payable to and including the day you pay the amount and all interest accrued on it.
- 10.2 If you notify us in writing that you dispute any charge shown in an invoice within 7 days of receiving that invoice and in our reasonable opinion you have grounds to dispute it, then the provisions of clause 17 will apply.
- 10.3 In the case of a dispute, any undisputed amounts, or portions, must be paid within the time required by the invoice.
- 10.4 Subject to clause 10.2, if you do not pay us an amount you owe us within 21 days after it is due for payment, we may:
- (a) refuse to allow any or all of your aircraft to use our *facilities and services* at the Airport; and/or
  - (b) use reasonable means to detain any of your aircraft until you have paid all due charges and interest provided that:
    - (i) we have first sought to negotiate in good faith any dispute about charges in accordance with 10.2 above;
    - (ii) we have first sought to recover any outstanding charges and interest by exercising our right under any bank guarantee provided in accordance with clause 3.2 above; and
    - (iii) we have given you 14 days notice in writing either during or after the 21 day period that we intend to do this.
- 10.5 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*.
- 10.6 We may take any other action against you that the law allows to recover anything you owe us.

## 11 If you do not comply with these Conditions

- 11.1 In addition to clause 10 we may, subject to our obligations under *legislation*, give you 14 days notice in writing not to use our *facilities and services* at the Airport if you do not comply with these Conditions.
- 11.2 However, if you do not comply with any safety or security requirements, we may give you notice to comply immediately and we may stop you from using our *facilities and services* at the Airport if you do not comply with our notice.

## 12 Moving aircraft

- 12.1 We may (subject to air traffic clearances and any operational guidelines issued by us for the use of our *facilities and services*) order you to:
- (a) move an aircraft to another position at the Airport; or
  - (b) 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.
- 12.2 If you do not comply with our order within the specified time, as a measure of last resort, we may move or remove the aircraft in accordance with the procedures at Schedule 6 and:
- (a) you must pay our reasonable 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
  - (b) 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 order.

### 13 Airport closed or services unavailable

- 13.1 We will endeavour to keep our *facilities and services* at the Airport available for you to use, subject to reasonable requirements for operational purposes, maintenance and new development or events beyond our reasonable control.
- 13.2 If reasonably possible, we will notify you before we make any service or facility at the Airport unavailable. This is subject to clauses 6.3 and 15.2.
- 13.3 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.

### 14 Services we do not provide

We do not provide:

- (a) en-route air navigation services;
- (b) en route meteorological services;
- (c) hangar facilities;
- (d) aircraft parking longer than 4 hours unless pre approved by ADAC in writing.

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

### 15 Release and indemnity

- 15.1 We and our officers, employees or agents are not 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 negligence or recklessness, or the negligence or recklessness of our officers, employees or agents.
- 15.2 We and our officers, employees or agents are also not liable for:
- (a) any loss you suffer for any reason because the Airport or any part of it is closed or any service or facility at the Airport is unavailable;
  - (b) any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft; or
  - (c) any consequential injury, loss or damage in connection with the use of or closure of the Airport (including anything referred to in (a) or (b) of this clause).
- 15.3 You are liable for and indemnify us against:
- (a) any damage your aircraft may cause to our property;
  - (b) any costs we incur in detaining any of your aircraft under clause 10.4; and
  - (c) claims for personal injury, death, loss or damage to property caused or contributed to by you,
- unless and then only to the extent caused by our negligence or the negligence of our officers, employees or agents.
- 15.4 You agree to pay us an amount equal to any liability, loss, cost, charge or expense of the kind referred to in clause 15.3 suffered or incurred by any of our officers, employees or agents.

### 16 Exclusion of warranties and conditions

- 16.1 Subject to this clause, we do not make any representation or warranty in connection with the use of the Airport.
- 16.2 We will exercise due care and skill in providing the *facilities and services* to you. Our liability for breach of this clause is limited to:
- (a) in the case of goods, the repair or replacement of, or the supply of equivalent goods or the payment of the cost of repairing or replacing the goods or of acquiring equivalent goods; or

(b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

16.3 If a warranty or condition is implied under any *legislation* in connection with the goods and services we provide and it can be excluded, we exclude it to the maximum extent possible and if we cannot exclude it, then our liability for breach of that warranty or condition is limited in the case of goods, in the same manner as set out in clause 16.2 (a) or in the case of services, in the same manner as set out in clause 16.2 (b).

## 17 Dispute resolution by mediation

17.1 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:

(a) 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

(b) if we jointly fail to resolve such dispute within such period, either of us may refer the dispute to binding arbitration under the applicable Rules of the Abu Dhabi Commercial Conciliation and Arbitration Centre in effect on the date of the reference (which Rules are deemed incorporated by reference into these Conditions) by one (1) arbitrator appointed in accordance with said Rules. All proceedings will be conducted in the English language applying the applicable law of this Agreement with the location of the arbitration in Abu Dhabi. The award decision of the Abu Dhabi Commercial Conciliation and Arbitration Centre shall be final and binding on us and we both waive the right to any appeal under any system of law. The arbitration award shall be in lieu of any other remedy which might otherwise be available to either of us.

17.2 The award shall be enforceable before any court of competent jurisdiction (which shall include, without limitation, the appropriate superior court in Abu Dhabi) upon the application to such court by either of us and in such event the responding party shall not raise forum non conveniens or any other argument or matter that seeks to modify the award decision or to otherwise invalidate, circumvent or frustrate the procedures set forth in this clause.

17.3 You and we are to equally share the cost of the mediation.

17.4 You and we may not seek any other means of resolving the dispute (other than seeking an urgent, interlocutory or interim injunction) until the arbitration has taken place.

17.5 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 clauses 10 and 11) while in dispute or arbitration with you.

## 18 Entire agreement

These Conditions:

18.1 constitute the entire agreement between the parties as to its subject matter; shall be binding on you notwithstanding that you have not signed this agreement if you commence using any of the services after receipt of this document; and

18.2 in relation to that subject matter, supersedes 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.

## 19 Governing law

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 17, you and we agree to take legal proceedings in connection with these Conditions only in the Abu Dhabi courts.



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.

**Signed as an agreement,**

By **Mr. Gavin Mckechnie**

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Duly authorised on behalf of **ABU DHABI AIRPORTS COMPANY**

Company stamp:

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Position of Signatory:

**Vice President Commercial**

Date:

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By

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Duly authorised on behalf of

Company seal:

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Position of Signatory:

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Date:

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**SCHEDULE 1 (clause 3.1(e) - 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:

Fixed Wing Aircraft

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

Helicopters

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

**SCHEDULE 2 - (clause 3.1(h)) - Customer Credit Application Form**

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**Applicant Information**

Name of Company: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Commercial Registration Number: \_\_\_\_\_

Other Business Numbers (if applicable): \_\_\_\_\_

Years Trading: \_\_\_\_\_

**Financial Institution Information (e.g. bank or credit union)**

Financial Institution Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Country: \_\_\_\_\_

Do you plan to use this institution for any bank guarantees or line of credit? \_\_\_\_\_

**Accounts Payable Information**

Accounts Payable Manager: \_\_\_\_\_ Telephone: \_\_\_\_\_

e-mail Address: \_\_\_\_\_ .. Fax: \_\_\_\_\_

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

Has the applicant declared bankruptcy or been declared bankrupt or entered into a scheme of arrangement in the past 10 years? If 'YES', provide details.

\_\_\_\_\_

Has the applicant committed an act of insolvency within the meaning of the Civil Transactions Law (Federal Law no. (5) 1985) (or where the applicant is incorporated overseas, an equivalent in the country of incorporation)? If 'YES' provide details.

\_\_\_\_\_

Does the applicant have any registered or unregistered charges against the assets of the applicant? If 'YES' provide details.

\_\_\_\_\_

Has the applicant been refused credit before? If 'YES' provide details including amounts involved.

\_\_\_\_\_

Is there any other information about the applicant that ADAC would reasonably expect to know or the applicant would like ADAC to consider when assessing this application? If 'YES' provide details.

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

1. The applicant understands that the credit facility may be withdrawn at any time at the discretion of ADAC.
2. The applicant understands that settlement is due within 30 days of issue of any invoice by ADAC.
3. The applicant accepts that it is totally responsible for payment for all services supplied under ADAC'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 in any material particular.

**Please fill out applicable section.**

**If a Sole Trader**

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Residential Address: \_\_\_\_\_

**If a Partnership**

Full Names and Residential Addresses of all Partners: \_\_\_\_\_

Full Name Residential Address \_\_\_\_\_

**If an Incorporated or Limited Company**

Name of Company: \_\_\_\_\_

Company Number: \_\_\_\_\_

Country of Incorporation: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Full Names of all Directors: \_\_\_\_\_

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

**1. Acknowledgment**

The applicant(s) acknowledge(s) that ADAC has informed me/us that certain items of personal information about me/us contained in this application or which may be subsequently obtained by ADAC 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 ADAC obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of ADAC:
  - (i) collecting overdue payments in respect of commercial credit provided to me/us, and
  - (ii) assessing my/our application for commercial credit on an ongoing basis; or
  - (iii) assessing my/our application for consumer credit ;
- (b) to ADAC'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 ADAC in relation to my/our application for commercial credit with ADAC;
- (c) to ADAC 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 credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other.

**Signature of Authorised Company:** \_\_\_\_\_

**Name of Representative:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE 3 - (clause 3.1(i)) - Notification of Aircraft Details**

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**Aircraft Details**

Aircraft Registration: \_\_\_\_\_

Aircraft Type: \_\_\_\_\_

Engine type: \_\_\_\_\_

Noise Emission Level: \_\_\_\_\_

Aircraft certified MTOW: \_\_\_\_\_

Aircraft seat configuration: \_\_\_\_\_

No. & type of seats in class: \_\_\_\_\_

Average No. of seats per class: \_\_\_\_\_

**Certificate of Registration Holder:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

**Owner: (if different to C of R holder)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

**Operator:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

**Effective Dates of Operation:**

From: \_\_\_\_\_

To: \_\_\_\_\_

**Signature of person completing the form**

\_\_\_\_\_

Please identify by circling whether you are the

**C of R Holder / Owner / Operator**

**SCHEDULE 4 - (clause 5.1) - Contact Information**

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**Address for service of notices**

**By post:** Chairman & Managing Director  
Abu Dhabi Airports Company  
PO Box 94449  
Abu Dhabi  
United Arab Emirates

or

Chairman & Managing Director  
Abu Dhabi Airports Company  
The ADAC Administration Building  
Abu Dhabi  
United Arab Emirates

**By facsimile:** +971 2 575 8300

**SCHEDULE 5 - (clause 4.2) - Aeronautical charges effective from July 2011**

**Note:** this table is provided as a guide to charges at Al Ain International Airport. Our charges depend upon the facilities and services you use at the Airport.

<i>If you use these facilities &amp; services....</i>	<i>.....then these are the applicable items of Schedule 5 which you must pay</i>
International operations at Terminal 1	<ul style="list-style-type: none"> <li>• <input type="checkbox"/>Item 1</li> <li>• <input type="checkbox"/>Item 2</li> <li>• <input type="checkbox"/>Item 3</li> <li>• <input type="checkbox"/>Item 4</li> <li>• <input type="checkbox"/>Item 5 (where applicable)</li> <li>• <input type="checkbox"/>Item6</li> <li>• <input type="checkbox"/>Item7</li> </ul>
Freight operations	<ul style="list-style-type: none"> <li>• <input type="checkbox"/>Item 2</li> <li>• <input type="checkbox"/>Item 4</li> <li>• <input type="checkbox"/>Item5</li> <li>• <input type="checkbox"/>Item6</li> </ul>
Helicopter operations	<ul style="list-style-type: none"> <li>• <input type="checkbox"/>Item 2</li> <li>• <input type="checkbox"/>Item 4</li> <li>• <input type="checkbox"/>Item5</li> <li>• <input type="checkbox"/>Item6</li> </ul>
General aviation operations	<ul style="list-style-type: none"> <li>• <input type="checkbox"/>Item 2</li> <li>• <input type="checkbox"/>Item 4</li> <li>• <input type="checkbox"/>Item5</li> <li>• <input type="checkbox"/>Item6</li> </ul>

**Items:**

**1. Passenger Service Charge**

A charge of AED 75 per Embarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on fixed and rotary wing passenger aircraft embarking through the Al Ain International Airport international terminal (described as Terminal 1).

## 2. Landing Charge – Fixed Wing and Rotary Aircraft

For each fixed wing passenger and rotary aircraft, a charge per runway movement (take-off or landing) as follows:

Aircraft weighing (kg) charged against aircraft certified MTOW	Rates per landing
Up to 5,000 kg	AED 4.00 per 500 kg or part thereof
Exceeding 5,000 kg, but not exceeding 50,000 kg	AED 5.00 per 500 kg or part thereof
Exceeding 50,000 kg	AED 6.00 per 500 kg or part thereof

Payment of this charge entitles the aircraft to (a) use of the aerodrome for alighting and departing; (b) use of radio and night lighting installations at the aerodrome; (c) supply of all available information as to routes and weather information; the services of aerodrome personnel if available, for manual assistance in guiding, housing or parking the aircraft.

Note: Use of the radio installations does not include operation charges or charges for radio services in connection with movement, which may be levied by an approved agency of the Abu Dhabi government.

## 3. Passenger Security & Safety Fee

A charge of AED 5 per Embarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on fixed and rotary wing passenger aircraft embarking passengers through the Al Ain International Airport international terminal 1.

## 4. Aircraft Parking Charge

For each aircraft parked at the airport, a charge calculated using the product of the length of the aircraft times the span of the aircraft in metres, times the following charges:

Basis of calculation	Amount of charge
For the first 50 m <sup>2</sup>	AED 3.00
For each additional 10m <sup>2</sup> or part therefore	AED 0.60

No fees will be charged for the first 6 hours after landing. After the first 6 hours has passed, the above rates shall apply for each period of 24 hours or part thereof that passes.

No aircraft shall be permitted to be parked for a period of more than 4 hours without ADAC's prior written consent (including for extended technical delays/up-line delays). Any abuse of parking arrangements may result in future use of the airport being withdrawn by ADAC.

## 5. Rescue/Fire-fighting Service Charge

AED N/A per pax/tonne – position reserved

## 6. Terminal Air Navigation and Meteorological Charges

AED N/A per tonne - position reserved

## 7. Advance Passenger Information Fees

A charge of AED 5 for each arriving passenger will be charged (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew / operating crew) on fixed and rotary wing passenger aircraft disembarking through the Al Ain International Airport international terminal 1.

### Information Requirements

If you are subject to passenger-based charges under this Schedule 5, you must provide the following information under Clause 4.2 and/or 4.3 of the Al Ain International Airport Conditions of Use:

- the number of disembarking and Embarking Passengers on your aircraft operating at the Airport on each day, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately.



**SCHEDULE 6 - (clause 12.2) - Procedure for moving/removing Aircraft by ADAC**

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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 our *Airport Operations Manual*.
2. in other cases, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
  - (a) that we intend to move/remove the aircraft;
  - (b) of the proposed location to which the aircraft is to be relocated;
  - (c) of the means by which we intend to move/remove the aircraft; and
  - (d) 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:
  - (a) we have moved/removed the aircraft;
  - (b) the location to which the aircraft has been moved; and
  - (c) any Conditions which may apply to your recovery of the aircraft.

## SCHEDULE 7 - Facilities and Services

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### Aircraft movement facilities and services

- Airside grounds, runways, taxiways and aprons
- Airfield lighting, airside roads, airside lighting
- Airside safety
- Nose-in guidance/marshalling
- Aircraft parking
- Visual navigation aids

### Passenger processing facilities and services

- Forward airline support areas services
- Aerobridges, airside buses
- Departure lounges and holding lounges (but excluding commercially important persons lounges)
- Immigration and customs service areas
- Public address systems, closed circuit surveillance systems and security systems
- Baggage make-up, baggage handling and baggage reclaim
- Public areas in terminals, public amenities, public lifts, escalators and moving walkways
- Flight information display systems
- Landside roads, landside lighting and covered walkways