

**SIR BANI YAS AIRPORT CONDITIONS OF USE**

**VERSION 0.05**

**OCTOBER 2020**

**SIR BANI YAS 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 SIR BANI YAS 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 SIR BANI YAS AIRPORT (including the schedules hereto) and any Rules and Regulations relating to the use of SIR BANI YAS 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.

**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 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, license 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** 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**.

**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.

**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.

**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 SIR BANI YAS AIRPORT 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 In these Conditions, the singular includes the plural and the plural includes the singular.
- 1.3 In these Conditions, the words "include" "includes" and "including" shall mean include, includes or including without limitation.
- 1.4 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.
- 1.5 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.
- 2.2 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) at least one month before the change is to be effective.
- 2.3 You shall be deemed to have accepted these Conditions of Use by your use of the Airport regardless of whether or not you have signed the Conditions of Use.

### 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);
- (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
- (j) evidence that you have in place an environmental policy and an environmental management system prepared and maintained in compliance with ISO 14001.

3.2 We reserve the right to introduce charges for your use of our *Facilities and Services* at the Airport on a later date. If we introduce charges, and unless otherwise agreed in writing, 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 under clause 8 that 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 You must use your best endeavours to provide to us or authorize your ground handling agent to provide to us on your behalf, passenger information within four (4) hours of the operation of each flight and the following information, 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;
- (c) any further disaggregation of aircraft movement or passenger numbers we reasonably require to determine charges payable by you under SCHEDULE 5
- (d) All information shall be sent to Munawala email addresses:  
[delmaops@munawala.ae](mailto:delmaops@munawala.ae) and [fbo@munawala.ae](mailto:fbo@munawala.ae).

4.2 Within 3 days of the day on which you used our *Facilities and Services* if you detect an error in the information that you have provided to us under clause 4.1 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.

4.3 You acknowledge that if we introduce charges, we will use the information you provide to us under clauses 4.1 and 4.2 for the purpose of calculating the charges payable by you for using our *Facilities and Services* at the Airport.

4.4 If we introduce charges and if you do not comply with clauses 4.1 and 4.2, 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 clauses 4.1 and 4.2 and we have charged you in accordance with this clause 4.4 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.

4.5 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 SIR BANI YAS AIRPORT 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 clauses 4.1 and 4.2 and the information collected by us under this clause 4.5.

4.6 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.

4.7 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.

4.8 This clause 4.8 only applies if we introduce charges. If the certified statements provided under clause 4.6 or an audit by us under clause 4.7 discloses any error in the information you have given us under clauses 4.1 and 4.2, or you and we agree that the information you have given us under clauses 4.1 and 4.2 was in error after we verify under clause 4.5, we will immediately invoice you for the charges which you should have paid to us if the information you gave to us under clauses 4.1 and 4.2 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 4.7.

4.9 We will use our best endeavours to maintain the confidentiality of any information that you provide to us, which you advise is commercially sensitive subject to the following :

- (a) we may use the information for the purposes of capacity planning and forecasting;
- (b) we may use the information for aggregation into total passenger numbers flown on a domestic, regional or international basis, providing always that the aggregated figures do not directly identify you; and
- (c) we may disclose the information if we are required to do so by law or if you agree in writing.

## 5 Information generally

5.1 If we fail to request from you any of the information or documentation specified in clauses 3.1, 4.1 or 4.2 this shall not constitute a waiver of your requirement to provide us with such

information or documentation.

- 5.2 The address where your information should be sent to is set out in SCHEDULE 4. If possible, we would appreciate receiving information electronically.
- 5.3 You must let us know as soon as practicable if there is any change to the information you have given us.
- 5.4 You acknowledge that you have read and understood our *Airport Operations Manual*.
- 5.5 You agree that we may use any data, provided by you or otherwise collected by us, relating to the scheduled time of departure or arrival and the actual time of departure or arrival, of your aircraft, operating at the Airport, for the purposes of keeping passengers informed of the departure and arrival times of your flights.

## 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) [Abu Dhabi Airports Safety policy and the relevant Airport SMS Manual](#);
  - (e) these Conditions;
  - (f) 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;
  - (g) local flying restrictions;
  - (h) our requirement for no aircraft parking over 4 hours without prior written approval of ADAC; and
  - (i) 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*.
- 6.4 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.
- 6.5 Any stationary aircraft must be secured against movement.
- 6.6 Any person involved in an accident or collision involving an aircraft, in the *Restricted Area*, must immediately report the incident to ADAC.
- 6.7 In the event that any passenger is refused entry to the *UAE* by Abu Dhabi Immigration Service at the *Airport*, it shall be the sole responsibility of you, at your sole cost, to remove that passenger from the *Airport* on the next available flight out of the *Airport* to a location outside the *UAE*.
- 6.8 You shall at all times:
- (a) push forward the feedback and analysis of significant events in relation to environmental matters;

- (b) preserve biodiversity and aquatic environments;
- (c) control the consumption of natural resources such as water and energy;
- (d) reduce pollution and manage waste correctly;
- (e) prevent instances of fuel leakage and other environmental pollution;
- (f) assess potential environmental impacts of all operations and continually seek to remove or mitigate these impacts where possible;
- (g) ensure environmental activities are safe for your employees, passengers, visitors and other parties who interact with the Airport;
- (h) take a pro-active approach with regards to noise prevention, air quality, carbon emission, the sustainable use of resources, waste minimization and recycling;
- (i) develop, implement and review environmental objectives and targets in order to achieve continual improvement;
- (j) provide employees with adequate training in environmental issues where required; and
- (k) in order to reduce energy consumption and carbon emission levels and to minimise the impact of your business activities on the environment and local communities:
  - implement strategies developed by our Sustainability Committee;
  - adopt industry best practices;
  - provide training to your staff; and
  - seek efficiencies in the Landing and Takeoff (LTO) cycle and Ground Support Equipment (GSE) operations.

6.9 You acknowledge that in the event of any pollution caused by an act or omission of you, your agents and/or employees, you shall pay to us the costs incurred in clearing up such pollution and indemnify us against claims from third parties arising in consequence of such pollution.

## **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 If we introduce charges, you must pay us the charges for using our *Facilities and Services* at the Airport and the provisions of clauses 8.2 to 8.7 shall apply.

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, 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 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 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.

8.4 If you have a credit account with us, we will invoice you for charges.

- 8.5 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.
- 8.6 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.
- 8.7 The provisions of this clause 8.7 are notwithstanding any other provisions of these Conditions. You acknowledge that if ADAC is legally required to apply 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

## **9 Varying charges**

- 9.1 If we introduce charges, then 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) as required by Legislation before varying charges.

## **10 If you do not pay on time**

- 10.1 Clauses 10.1 to 10.6 shall apply if we introduce charges. 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.
- 10.2 If you notify us in writing that you dispute any charge shown in an invoice within 5 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 we have given you 14 days' notice in writing after the 21 day period .
- 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 immediate 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 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
- (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 requirements for operational purposes, maintenance and new development or events beyond our 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 2.1.

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 Not Included

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;
- (e) instrument landing systems;
- (f) airfield ground lighting;
- (g) fueling services;
- (h) pilots briefing rooms; and
- (i) immigration & customs facilities.

If we introduce charges, our charges will not include fees for these services or fees for things we provide outside the scope of these Conditions

## 15 Release and indemnity

15.1 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 act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result or the same such acts of our officers, employees or agents.

15.2 Neither we nor our officers, employees, servants or agents shall have any liability to you or be obliged to indemnify you in respect of any:

- (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; or
- (k) wasted expenditure.

15.3 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 10.4;
- (c) any claims made against us by a third party arising out of the detention of any of your aircraft under clause 10.4 (including legal costs and expenses, whether incurred by or ordered against us); and
- (d) 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 own act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result or the same such acts 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 damage to 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

- 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 the Courts of Abu Dhabi
- 17.2 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 clauses 10 and 11) while in dispute or litigation with you.

## 18 Entire agreement

These Conditions:

- 18.1 constitute the entire agreement between the parties as to its subject matter and shall be binding on you if you commence using any of the *Facilities and Services* after receipt of or becoming aware of these Conditions, notwithstanding that you have not signed these Conditions and/or have not provided to us any information, cash deposit or document required by clause 3; and
- 18.2 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.

## 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,**

Signature:

Name:

Position of Signatory:

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

Date:

Company stamp:

Signature:

Name:

Position of Signatory:

Duly authorised on behalf of\*\*:

Date:

Company stamp:

\*\* insert name, legal designation and address of counterparty executing this contract

\_\_\_\_\_  
\_\_\_\_\_

**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:

		<u>Fixed Wing</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

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

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**Applicant**

**Information**

Name of \_\_\_\_\_

Company: Trading \_\_\_\_\_

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

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

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

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

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 \_\_\_\_\_ .. Fax: \_\_\_\_\_

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

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 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)? 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.

\_\_\_\_\_

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

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**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. If ADAC introduces charges, the he 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:** Chief Executive Officer  
Abu Dhabi Airports  
Company  
PO Box 94449  
Abu Dhabi  
United Arab Emirates

**or**

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

**By facsimile:** +971569968700 AND +971501063460

SCHEDULE 5 – not used

## **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
- Departure lounges and holding lounges (but excluding commercially important persons lounges)
- Immigration and customs service areas
- , closed circuit surveillance systems and security systems
- , 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