

Dublin Airport Charges 2009  
Including Terms & Conditions of Use in relation to Airport Charges

Industry Affairs  
March 2009

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**Airport Charges 2009**  
**Including Terms & Conditions of Use in relation to Airport Charges**

**Valid from 29<sup>th</sup> March 2009 until further notice**

Dublin Airport  
Terms and Conditions of use in relation to Airport Charges

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## 1. Introduction

Dublin Airport Authority plc (“DAA”) is a state-owned international airport company involved in airport management, retailing and investment in Ireland and abroad. In Ireland, it is currently responsible for the management of Cork, Dublin, and Shannon airports.

The Commission for Aviation Regulation regulates Airport Charges at Dublin Airport. DAA’s Airport Charges structure complies with national legislation, specifically the Air Navigation and Transport Acts 1936 to 1998, the Air Navigation and Transport (International Conventions) Act 2004 and the State Airports Act 2004.

Airport Charges at Dublin Airport apply as outlined in the following pages from January 1<sup>st</sup> 2009 until further notice.

## 2. Definitions and interpretations in this document

- 2.1. **1998 Act** means the Air Navigation and Transport (Amendment) Act 1998.
- 2.2. **Airport Charges** has the meaning assigned to it by section 2 of the 1998 Act.
- 2.3. **Associated Undertaking** means an associated undertaking as defined in Regulation 34 of the European Communities (Companies: Group Accounts) Regulations 1992.
- 2.4. **ATM** means an air transport movement being either a landing or a take-off movement for a Commercial Operation.
- 2.5. **Commercial Operation** means one or more of the following flight classes: scheduled, charter, diversions and/or cargo.
- 2.6. **Dual Gateway Transatlantic Operations** means operations to or from destinations in North or South America, which operate into both Shannon and Dublin airports.
- 2.7. **Holding Company** means a holding company as defined in section 155 of the Companies Act 1963.
- 2.8. **MTOW** means the certified maximum take-off weight as specified on the relevant limitations pages of the approved flight manual.
- 2.9. **Operator** means an operator of an aircraft as defined in section 2(1) of the 1998 Act or a Registered Owner together with any Holding Company, Subsidiary, Subsidiary of such Holding Company or any Associated Undertaking of such operator or Registered Owner.
3. **Relevant Operator** means an Operator that has at least one aircraft based overnight at Dublin Airport for the duration of the Standby Aircraft Incentive 2009 and conducts commercial flight operations to and from Dublin Airport every day for the duration of the Standby Aircraft Incentive 2009.
  - 3.1. **Passenger** means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the flight leg.
  - 3.2. **Passenger Charge** means the charges described in clause 3.4.
  - 3.3. **QRF** means a quick return flight being a flight forced by any out-of-the-ordinary occurrence (for example a medical emergency or a technical issue) to make an unscheduled return to the airport from where it originally departed.
  - 3.4. **Registered Owner** means the registered owner of an aircraft as defined in section 2(1) of the 1998 Act together with any Holding Company, Subsidiary, Subsidiary of such Holding Company or any Associated Undertaking of such registered owner.
  - 3.5. **Subsidiary** means a subsidiary as defined in section 155 of the Companies Act 1963.
  - 3.6. **Transfer Passenger** means a Passenger arriving from another airport (‘airport of origin’) on one flight who departs aboard a different flight number on the same ticket to an airport or city other than the airport of origin or city of origin, provided that the scheduled time of departure of the second flight is not more than 5 hours after the scheduled time of arrival of the first flight.
  - 3.7. **Transit Passenger** means a Passenger who arrives in and departs from an airport on the same flight number and aircraft. Passengers who change aircraft because of

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technical or operational issues but continue on a flight with the same flight number are still counted as transit passengers.

#### 4. Airport Charges for Dublin Airport

##### 3.1. Runway Landing and Take-off Charges

Period	<i>Summer Airline Scheduling Season</i>	<i>Winter Airline Scheduling Season</i>
Charging Basis	Per tonne MTOW or part thereof	Per tonne MTOW or part thereof
Standard charge per ATM (€) (Each way)	6.40	4.20

- Runway Landing and Take Off charges are assessed and payable on the basis of the Maximum Take-Off Weight (MTOW) declared in accordance with the financial terms and conditions, paragraph 4.16 of this document.
- Runway landing and take-off charges for a QRF are payable as normal.
- Search and rescue (duty operations) are exempt from runway landing and take-off charges.
- Dual Gateway Transatlantic Operations will be entitled to a reduction of ATM charges at the second DAA airport. The maximum charge, which will apply at the second DAA airport, will be equivalent to 20% of standard ATM charges. DAA may review the operation of the transatlantic rebate scheme in the future and if necessary may adjust the details of the scheme.

##### 3.2. Aircraft Parking Charges

Charging Basis	Detail	Per 15 minutes or part thereof
Standard Charge per Aircraft/ Stand type (€)	Wide Contact	27.70
	Narrow Contact	22.15
	Wide Remote	7.63
	Narrow Remote	6.10
	Light Aircraft Remote	2.10

- A parking charge applies from the actual time of arrival (landed time) to the actual time of departure (airborne time) minus **30** minutes as recorded in the Dublin Airport Operations System (AOS) database.
- Contact Stands and Remote Stands are defined in the current Dublin Airport Stand Definition Table which is available on the Airport Charges page of the Dublin Airport website. Operators will be charged on the basis of the stand type used.
- Stands are allocated in accordance with the current Dublin Airport Stand Allocation Rules & Priorities Document, which is available on the Airport Charges page of the Dublin Airport website.
- Overnight parking from 2300-0600hrs local-time (night-time) is free of charge.
- Designated light aircraft parking zones are identified and signposted at Dublin. Only aircraft parked within the designated parking zones will be entitled to avail of the reduced charge. A minimum charge of €6 will apply for light aircraft. Surcharges apply for light aircraft parked in the designated parking zones.
- A QRF will incur parking charges payable at standard rates.
- Search and rescue (duty operations) are exempt from aircraft parking charges.

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- A Relevant Operator will be permitted to apply for the **Standby Aircraft Incentive 2009**.
- Aircraft parking for extended periods will attract surcharges as follows:

Aircraft Parking Duration	Parking Surcharge
Charging Basis	Per 15 minutes or part thereof
48 hours up to 72 hours (including night-time)	Standard rate +100%
72 hours and over (including night-time)	Standard rate +200%

### 3.3. Airbridge Charge

Charging basis	Per 15 minutes or part thereof
Charge level (€)	5.85

- Airbridge charges will be applied for all airbridge-compatible aircraft occupying an airbridge-served stand whether or not the airbridge is used. The billed period for airbridge charging purposes will be the same as that used for aircraft parking charges i.e. it applies from the actual time of arrival (landed time) to the actual time of departure (airborne time) minus **30** minutes as recorded in the AOS database.
- A QRF aircraft that uses an airbridge will incur airbridge charges payable at standard rates.
- Airbridge charges will not apply during night-time.
- Charges will not apply if an airbridge is out of service.

### 3.4. Passenger Charge

Charging Basis	Passenger Charge
Passenger Charge (€) Departure on a Contact Stand	7.90
Passenger Charge (€) Departure on a Remote Stand	5.00
Transfer Passenger (€)	1.50

- The passenger service charge and airport security charges are consolidated into a single Passenger Charge.
- Transfer Passenger information shall be provided via passenger transfer messages (PTM). Where valid information is provided in this manner the transfer rate will be charged to the Operator through the normal billing process.
- Airline positioning crews are not exempt from these charges.
- A QRF will have its Passenger Charges exempted. This means that the QRF departing Passenger Charge will not be raised on the first departure. The subsequent second departure of that flight will attract the standard Passenger Charge.
- This charge contributes to airport security, Passenger screening and provision of infrastructure for hold baggage screening.
- These charges exclude any contribution towards costs of operation of hold baggage screening, which are the responsibility of the Operator.

#### 4. Terms and Conditions of Use at Dublin Airport in relation to Airport Charges

##### General:

The company reserves the right to vary the terms, conditions & charges at any time.

##### Operations:

Dublin Airport is a slot-coordinated airport. Operators must obtain approval for all proposed services at Dublin Airport. No Operator shall operate to or from Dublin without having first obtained a slot from Airport Coordination Ltd. (ACL), which is the designated airport coordinator. Slots at Dublin Airport must be complied with. DAA reserves the right to adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots.

##### Contact Details for Dublin Airport's Slot Coordinator

Airport Coordination Ltd  
Capital Place  
120 Bath Road  
Hayes  
Middlesex  
UB3 5AN  
United Kingdom

Email: [Dublin@acl-uk.org](mailto:Dublin@acl-uk.org) or [richard.cann@acl-uk.org](mailto:richard.cann@acl-uk.org)

Tel: +44 (0)208 564 0612

Fax: +44 (0)208 564 0691

SITA: LONACXH

Web: [www.acl-uk.org](http://www.acl-uk.org)

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**Financial:**

4.1 Further to sections 39(2) and 39(3) of the 1998 Act the Operator (which, for the avoidance of doubt, includes the Registered Owner) is liable for the payment of Airport Charges. In accordance with the provisions of section 39(3) of the 1998 Act DAA may request any or all records necessary for the purpose of facilitating the assessment and collection of Airport Charges payable by an Operator and in particular may request details of leasing/sub leasing arrangements which will enable DAA to determine who is for the time being responsible for the management of the aircraft.

4.2. Operators and Ground Handlers must provide to DAA, in a format defined by DAA from time to time, the name, postal address, phone, fax, email address, IATA/ICAO prefix and local Dublin, Cork or Shannon Airport SITA address of the organisation which is to be invoiced for Airport Charges as set out in the 1998 Act, or for other services.

4.3. All payments in respect of Airport Charges are to be made to Dublin Airport Authority plc.

4.4. Subject to clause 4.13, where credit terms have been agreed, normal payment terms with DAA will not exceed thirty days after invoice date. DAA may apply different credit terms to any Operator. All credit arrangements are at the sole discretion of DAA and may be amended at any time by DAA and with immediate effect.

4.5. The Operator must pay all Airport Charges (in respect of an aircraft), before the aircraft departs from the airport unless prior credit arrangements have been granted in writing by DAA. Where credit terms have not been specifically agreed or where they have been exceeded or in circumstances where a previous default in respect of the payment of Airport Charges has not been remedied, cash/credit card settlement in respect of all Airport Charges due will be required before the aircraft departs from the airport.

4.6. Operators who have not previously entered into credit arrangements with DAA and who wish to be afforded credit facilities should make an application in writing to DAA through the relevant credit information contact in the contact table outlined in section 6 of this document. DAA may consult credit reference agencies in order to assess the creditworthiness of the Operator concerned. In addition DAA may seek audited accounts and other additional financial information including cash flow forecasts. In such circumstances the Operator concerned may contact DAA to determine the identity of the specific credit agencies involved.

4.7. Before providing credit facilities DAA may seek any security that it deems appropriate and may amend its requirements for security from time to time at its sole discretion.

4.8 An Operator (a "Lessor") shall notify DAA at least 10 days in advance of any proposed arrangements by such Operator to lease (including sub-lease), licence or otherwise divest an interest (which for the avoidance of doubt, includes a wet lease) in one or more of its aircraft to another entity (a "Lessee").

4.9 Without prejudice to DAA's rights under clause 4.8, the Lessor and/or the Lessee shall provide to DAA (i) such information, including financial details, relating to the Lessee as DAA may require (ii) the name of the entity that is responsible for the management of an aircraft and (iii) such security in respect of any Airport Charges that may be payable by the Lessee as DAA may require, including a guarantee by the Lessor of any obligations of the Lessee to DAA. Notwithstanding any right of DAA to recover Airport Charges from the Lessee and without prejudice to DAA's rights under clause 4.3, if the Lessor fails to notify DAA of any such arrangements the Lessor shall remain liable to DAA for any Airport Charges not discharged by the Lessee. Any recovery of such amounts by the Lessor from the Lessee will be the sole responsibility of the Lessor.

4.10 Payments due shall be made in full without deductions. Without the express written consent of DAA, the Operator shall not be entitled to make any set off against or deduction

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from the charges invoiced, in respect of any claim that he/she may have against DAA or otherwise.

4.11 Where credit has been expressly granted the account must be settled within the specified credit period in respect of the goods and/or services provided, otherwise late payment interest and compensation may be charged in accordance with the provisions of the Prompt Payments of Accounts Act, 1997 as amended by S.I. No 388 of 2002 (European Communities (Late Payments in Commercial Transactions) Regulations 2002) and their successors. In the event that an Operator wishes to query or dispute any of the transaction details set out on an invoice it is a requirement that any such query or dispute be made within 14 days of invoice date. Such notification to be made to the following address:

<b>Airports Shared Services Centre</b>
Dublin Airport Authority plc., Airports Shared Services Centre, PO Box 628, Shannon Airport, Co Clare <b>E-mail:</b> ssc_ar@daa.ie <b>Fax:</b> 061 471746 <b>Telephone:</b> 061 712142

4.12 Without prejudice to DAA's rights under any applicable law, including sections 39, 40 and 41 of the 1998 Act, immediately on the occurrence of any one or more of the following events (each an "Insolvency Event") in relation to an Operator, which for the avoidance of doubt includes a Registered Owner, all Airport Charges together with interest on such Airport Charges and all other amounts payable by such Operator to DAA under this Agreement or otherwise shall become immediately due & payable by such Operator to DAA:

- a) the Operator ceases operations or announces an intention to cease operations;
- b) the Operator is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- c) the value of the assets of any member of the Operator is less than its liabilities (taking into account contingent and prospective liabilities);
- d) a moratorium is declared in respect of any indebtedness of the Operator;
- e) any corporate action, legal proceedings or other procedure or step is commenced or taken in relation to:
  - 1) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Operator;
  - 2) a composition, compromise, assignment or arrangement with any creditor of any member of the Operator;
  - 3) the appointment of a liquidator, receiver, examiner, administrative receiver, administrator, compulsory manager or other similar officer in respect of the operator/owner or any of the assets of the Operator;
  - 4) enforcement of any security over any assets of the Operator;
- f) a petition is issued or served on the Operator to wind it up pursuant to section 213 of the Companies Act 1963;
- g) the air operator certificate and/or the air carrier operating licence is withdrawn from the Operator; or
- h) any procedure or step analogous to any of those set out in paragraphs (a) to (g) is taken in any jurisdiction.

Where an Operator defaults in paying to DAA all Airport Charges together with interest on such Airport Charges and all other amounts payable by such Operator to DAA immediately on the occurrence of an Insolvency Event, the provisions of section 40(1) of the 1998 Act shall apply.

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4.13 Any security provided by an Operator pursuant to section 40(2) of the 1998 Act shall be paid into an account nominated by DAA. On payment of the security the Operator shall provide the following information to DAA:

- a) the amount of the security being provided
- b) a breakdown of the calculation of the security;
- c) a statement in writing that the payment is pursuant to section 40(2) of the 1998 Act; and
- d) any such other information as DAA may request from time to time.

**Liability & Insurance:**

4.14 Neither DAA, nor its respective servants or agents shall be liable for the loss of or the damage to any aircraft, its parts or accessories or any property contained in an aircraft, whether occurring while the aircraft is in a DAA airport or is in the course of landing or take-off at a DAA airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of DAA, or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result. In any event neither DAA nor their respective servants or agents shall be under any liability whatsoever for any indirect loss and/or expense (including loss of revenue) suffered by the Operator.

4.15 DAA will invoice the party or parties responsible for the full costs of any clean up or repair of damage to airport property.

**Required Business Data:**

4.16 Operators shall submit electronically an **Aircraft Fleet Declaration Form (AFDF)** in the form set out in Appendix 2 to DAA prior to the arrival of an aircraft at Dublin Airport detailing the following required data:

- Construction Number [Manufacturer's Serial Number/Fuselage Number]
- Aircraft Registration
- Manufacturer Type
- Manufacturer Name
- Aircraft MTOW in Kilograms:
  - The MTOW value will be used for the purposes of the calculation and invoicing of runway charges
  - Aircraft submissions on MTOW will be rounded up to the nearest metric tonne.
  - For the purposes of validation of the submitted aircraft weight data, relevant pages of the Approved Flight Manual or related information may be requested.
- ICAO Aircraft Type Designator
- IATA Aircraft Type Designator
- Passenger Capacity (Maximum Capacity)
- Engine Type
- Nacelles Acoustical Treatment (if any)
- Certified Noise Levels
- Noise Chapter
- Such other information as DAA may specify from time to time.

The required data should then be sent in electronic form to the email address set out below:

**APC Administration**

**Email:** [apcadmin@daa.ie](mailto:apcadmin@daa.ie)

4.17 Following start-up, details for each aircraft must be submitted by the 28<sup>th</sup> February for the subsequent summer season, and by 28<sup>th</sup> September for the subsequent winter season on the DAA AFDF. The required data should then be sent in electronic form to the email address set out below:

**APC Administration**

**Email:** apcadmin@daa.ie

*Note that updates will not be accepted at other times, except in the case of newly acquired aircraft.*

4.18 In the absence of relevant aircraft data (such as MTOW) being provided by the specified date on the DAA AFDF document, DAA will use the values contained on the Operator's AFDF received in the previous scheduling season. This information will be valid for one year only.

4.19 Following a request in writing made by DAA, an Operator or handler acting on the Operator's behalf must produce the original documents for inspection by DAA or any person duly authorised by DAA in writing.

4.20 New and/or amended ownership or registration details should be advised on the DAA AFDF as soon as they become available.

4.21 Under Regulation (EC) No. 437/2003 of the European Parliament and of the Council, DAA is legally required to submit detailed statistical returns to the Central Statistics Office (CSO) in respect to the transport of freight and mail by commercial air services to and from its airports. Specifically, the Operator is required to provide DAA with (1) annual and (2) monthly information required to complete the CSO tables within a period of 2 months after the end of the month/year [as per SI 715 Sections 3 (1) & (2)]. To facilitate this, DAA requires that all Operators and handlers use the IATA messages outlined below in 4.29 for the transmission of the necessary cargo information.

4.22 For validation purposes, Operators are required to maintain information on Transfer Passengers in a format as specified by DAA from time to time. In order for Operators to avail of reduced Transfer Passenger Charges, DAA is entitled to audit and review this information on a regular basis.

4.23 DAA may request the provision of copies of aircraft load sheets to enable verification of all details with respect to the Passengers carried on any or all flights departing from that airport during any specified period.

4.24 The Operator, on an ongoing basis, shall also provide or ensure that its handling company provides to DAA details of all aircraft operations by the timely transmission of complete and accurate operational data as set out in paragraph 4.28 below preferably by automatic electronic means using and conforming to IATA messaging and communication standards. Where such electronic transmission is not possible alternative transmissions procedures must be specifically agreed with the Airport Director's office.

4.25 Complete and accurate operational data as set out above must be transmitted before midnight UTC of the calendar day of operation.

4.26 The required operational data includes:

- Turnaround linked flight numbers and registrations (including changes)
- Aircraft registration (including aircraft substitutions)
- Variations to schedule (including flight number, aircraft type, route and scheduled time of information)
- Estimated times of operation
- Actual times on and off stand
- Flight plan call signs
- Baggage information services BSM messages
- Total number of terminal, Transfer and Transit Passengers, including the class, children, infants and jump seat Passengers.

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- Total weight of flown and trucked cargo and mail, which is embarked and disembarked at the airport by the Operator

4.27 The following IATA messages should be used:

Abbreviation	Message	IATA Number
MVT	AIRCRAFT MOVEMENT MESSAGES	IATA AHM 780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM 583
SLS	STATISTICAL LOAD SUMMARY	IATA AHM 588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM 781
ASM	ADHOC SCHEDULED MESSAGE PROC	IATA AHM 785 Chapter 5(CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP 1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP 1718
BSM	BAGGAGE SERVICE MESSAGES	IATA RP 1745

4.28 The following IATA standards also apply:

Message	IATA Number
Standard for MESSAGE FORMATS	IATA AHM 080
Standard for MESSAGE CORRECTIONS	IATA AHM 081
AIRPORT CODES	IATA AHM 010
DELAY INFORMATION CODES	IATA AHM 011
Form of INTERLINE BAGGAGE TAG	IATA RES 740

4.29 For Dublin, MVT, LDM, SLS, DIV, ASM, PTM, PSM messages should be sent to DUBRN7X.

4.30 Queries regarding data delivery should be addressed to:

Business Data Reporting and Billing Manager
Business Data Reporting and Billing Manager, Room 20, Upper Level, North Terminal, Dublin Airport, Co. Dublin, Ireland Tel: +353 (0) 1 814 1875 Fax: +353 (0) 1 814 1799 Email: <a href="mailto:business.data@daa.ie">business.data@daa.ie</a>

4.31 Where the Operator or its appointed handling agent fails to provide the information required as outlined in the previous sections within the specified period, DAA shall be entitled to assess and invoice the charges payable by the Operator by reference to the MTOW for the specific aircraft type contained in JP Fleet.

4.32 Where the Operator or its appointed handling agent fails to provide the Passenger and cargo information required as outlined in these Terms and Conditions within the specified period, DAA shall be entitled to assess and invoice the Passenger Charges payable by the Operator by reference to the maximum Passenger capacity for the specific aircraft type contained in JP Fleet.

4.33 The Operator shall retain and keep proper and adequate records for inspection by DAA or its agents for a minimum period of 2 years.

## 5. Dublin Airport Long-Haul and Short-Haul Route Support Schemes

Please see the Terms and Conditions of the **Long-Haul and Short-Haul Route Support Schemes** at Dublin Airport on the "Airport Charges" page of the Dublin Airport website located at: [www.dublinairport.com](http://www.dublinairport.com)

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**6. Contact Details**

<b>Name</b>	<b>Details</b>
Airport Director	Robert Hilliard, Director, Main Terminal Building, Dublin Airport, Co. Dublin <b>Phone:</b> (01) 8145419 <b>Fax:</b> (01) 8141034 <b>Email:</b> robert.hilliard@daa.ie
Operational Information	Elaine Jones, Head of Operations Planning, Main Terminal Building, Dublin Airport, Co. Dublin <b>Phone:</b> 01 8141603 <b>Fax:</b> 01 8141034 <b>Email:</b> elaine.jones@daa.ie
Credit Control* / Shared Services Centre Customer Invoicing	Kieran Kirby, Accounts Receivable Manager, Shared Services Centre, PO Box 628, Shannon, Co. Clare (Credit Clearance & approval in advance of operations, credit limit revision & maintenance) <b>Phone:</b> 061 712142 <b>Fax:</b> 061 471746 <b>Email:</b> kieran.kirby@daa.ie
Apron Operations Manager	Mick Lenane, Apron Operations Manager, Operations Office, Old Ceremonial Suite, Dublin Airport, Co. Dublin <b>Phone:</b> 01 814 1524 <b>Fax:</b> 01 814 1367 <b>Email:</b> mick.lenane@daa.ie
General Information in relation to Airport Charges	Mary Coveney, Manager-Forecasts and Tariffs, 2 <sup>nd</sup> Floor, OCTB, Dublin Airport, Co. Dublin <b>Phone:</b> 01 814 4371 <b>Fax:</b> 01 814 4364 <b>Email:</b> mary.coveney@daa.ie
Airport Charges Administrator	Airport Charges Administrator, 2 <sup>nd</sup> Floor, OCTB, Dublin Airport, Co. Dublin <b>Phone:</b> 01 814 5829 <b>Fax:</b> 01 814 4364 <b>Email:</b> apcadmin@daa.ie

**Appendix 1: Aircraft Fleet Declaration Form**

**The Dublin Airport form for submission of Aircraft Fleet Information**

Please see the document printed on the following page.

A soft copy of this form is available from the Airport Charges administrator located at:

**[apcadmin@daa.ie](mailto:apcadmin@daa.ie)**



**Appendix 2: Provisional Annual Compliance Statement Extract**

Please see the document printed on the following page.

#### 4. Price cap formulae and calculation

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- 4.1 For the regulatory period 1 January to 31 December 2009 the DAA shall ensure that the average revenue per passenger yielded by way of airport charges levied at Dublin Airport shall not exceed:

$$\begin{aligned} Y_{09}^{Dub} &= YU_{09}^{Dub} + W_{07}^{Dub} + K_{07}^{Dub} \\ &= 7.86 + 0.01 - 0.47 \\ &= \text{€}7.39 \end{aligned}$$

- 4.2  $YU_{09}^{Dub}$  is the unadjusted maximum average revenue per passenger using Dublin Airport in the regulatory period 1 January to 31 December 2009 and is calculated using the following formula;

$$\begin{aligned} YU_{09}^{Dub} &= YU_{08}^{Dub} \times \left( 1 + \frac{\Delta CPI_{08} - X_{09}^{Dub}}{100} \right) \\ &= \text{€}7.28 \times \left( 1 + \frac{4.00 + 4}{100} \right) \\ &= \text{€}7.86, \text{ where:} \end{aligned}$$

- $YU_{08}^{Dub}$  is the unadjusted maximum average revenue per passenger using Dublin Airport in the regulatory period 1 January to 31 December 2008, as set out in the Commission's 2007 Annual Compliance Statement;<sup>5</sup>
- $\Delta CPI_{08} = 4.00$  is the percentage change (whether of a positive or negative value) in the Consumer Price Index between that published in October 2007 and October 2008;
- $X_{09}^{Dub} = -4$ , as defined in the Commission's 2006 varied determination.<sup>6</sup>

- 4.3  $W_{07}^{Dub}$  is the difference, adjusted to allow for interest payments and recovered on a per passenger basis over a forecast of 2008 passengers, between the Commission's audited costs and expenses and forecast (or modelled) costs and expenses for 2007 that are recoverable through airport charges levied at Dublin Airport. The  $W_{07}^{Dub}$  term is calculated according to the following formula:

$$\begin{aligned} W_{07}^{Dub} &= (E_{07}^{Dub*} - E_{07}^{Dub}) \times \left( \frac{1}{T_{09f}^{Dub}} \right) \times \left( 1 + \frac{I_{07}}{100} \right) \times \left( 1 + \frac{I_{08}}{100} \right) \\ &= (1,896,482 - 1,700,000) \times \left( \frac{1}{22,947,301} \right) \times \left( 1 + \frac{3.91}{100} \right) \times \left( 1 + \frac{3.72}{100} \right) \\ &= \text{€}0.01, \text{ where:} \end{aligned}$$

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<sup>5</sup> See footnote 2 above

<sup>6</sup> See footnote 1 above

- $E_{07}^{Dub*}$  = €1,896,482 is the Commission's actual costs and expenses, in the period 1 January to 31 December 2007, that are recoverable through airport charges levied at Dublin Airport;
- $E_{07}^{Dub}$  = €1,700,000 is the Commission's forecast (or modelled) costs and expenses, in the period 1 January to 31 December 2007, that are recoverable through airport charges levied at Dublin Airport;
- $T_{09f}^{Dub}$  = 22,947,301 is the number of passengers forecast (at the time of the 2005 Determination) to use Dublin Airport during the period 1 January to 31 December 2009;
- $I_{07}$  = 3.91 is the average of the rate (expressed as an annual percentage interest rate) on three-month commercial paper issued between December 2006 and November 2007 by the National Treasury Management Agency (NTMA); and,
- $I_{08}$  = 3.72 is the average of the rate (expressed as an annual percentage interest rate) on three-month commercial paper issued between December 2007 and November 2008 by the National Treasury Management Agency (NTMA).

4.4  $K_{07}^{Dub}$  is the correction per passenger to be made in the regulatory year 1 January to 31 December 2009 as a result of the over-collection of airport charges by the DAA during the regulatory year 1 January to 31 December 2007, and is derived from the following formula:

$$\begin{aligned}
 K_{07}^{Dub} &= (Y_{07}^{Dub} - Y_{07}^{*Dub}) \times \left( \frac{T_{07}^{Dub}}{T_{09f}^{Dub}} \right) \times \left( 1 + \frac{I_{07}}{100} \right) \times \left( 1 + \frac{I_{08}}{100} \right) \\
 &= (6.39 - 6.83) \times \left( \frac{23,287,438}{22,947,301} \right) \times \left( 1 + \frac{3.91}{100} \right) \times \left( 1 + \frac{3.72}{100} \right) \\
 &= - \text{€}0.47 \text{ where:}
 \end{aligned}$$

- $Y_{07}^{Dub}$  = €6.39 is the maximum average revenue per passenger using Dublin Airport in the regulatory period 1 January to 31 December 2007, as set out in the Commission's 2006 annual statement CP11/2006;
- $Y_{07}^{*Dub}$  = €6.83 is the actual average revenue per passenger from airport charges levied at Dublin Airport in the regulatory period 1 January to 31 December 2007;
- $T_{07}^{Dub}$  = 23,287,438 is the number of passengers that used Dublin Airport during the period 1 January to 31 December 2007; and
- $T_{09f}^{Dub}$  = 22,947,301 is the number of passengers forecast (at the time of the 2005 Determination) to use Dublin Airport during the period 1 January to 31 December 2009.

- 4.5 In the regulatory period 1 January to 31 December 2009, the airport authority shall not levy an airport charge in respect of services supplied in connection with the transportation by air of cargo to or from Dublin Airport that exceeds:

$$\begin{aligned} C_{09}^{Dub} &= C_{08}^{Dub} \times \left( 1 + \frac{\Delta CPI_{08} - X_{09}^{Dub}}{100} \right) \\ &= 16.86 \times \left( 1 + \frac{4.00 + 4}{100} \right) \\ &= \text{€}18.21, \text{ where:} \end{aligned}$$

- $C_{08}^{Dub}$  is the maximum charge per tonne that can be levied in respect of services supplied in connection with the transportation by air of cargo to or from Dublin Airport during the regulatory period 1 January to 31 December 2008, as set out in the Commission's 2007 annual statement, CP10/2007.<sup>7</sup>
- 4.6 The setting of this maximum charge does not constitute approval of charges in respect of cargo handling under the European Communities (Access to the Groundhandling Market at Community Airports) Regulations, 1998 (S.I. No. 505 of 1998).

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<sup>7</sup> See footnote 2 above

## **Annex – DAA average revenue per passenger 2007**

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<b>Revenue</b>	<b>(€, 2007)</b>
Airbridge Hire	961,075
Aircraft Parking	11,906,348
Airport Security Charge	8,125,281
Passenger Service Charge	76,500,868
Runway Movement Revenue	61,481,279
<b>Total Revenues</b>	<b>158,974,864</b>
<b>Passengers</b>	<b>23,287,438</b>
<b>Average Revenue per Passenger</b>	6.83

Table 1: Dublin Airport average revenue per passenger 2007

Source: Dublin Airport Authority