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**Dublin Airport Charges 2020  
Including Terms & Conditions of Use in relation to Airport Charges**

**Effective from 29 March 2020 until further notice**

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## 1. Introduction

daa plc (“daa”) is involved in airport management, retailing and investment in Ireland and abroad. In Ireland, it is currently responsible for the management of Cork and Dublin airports.

The Commission for Aviation Regulation oversees and implements price cap regulation 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 as amended from time to time.

These are the Terms and Conditions under which you operate at Dublin Airport. If you operate at Dublin Airport you agree to be bound by these Terms and Conditions.

Nothing in these Terms and Conditions shall be taken to confer a right on you to use Dublin Airport without daa’s consent and daa reserves the right to withdraw such consent where you have breached these Terms and Conditions.

These Terms and Conditions take effect from the date of these Terms and Conditions and supersede and replace all previous Terms and Conditions.

daa reserves the right to amend, change, waive or suspend any of these Terms and Conditions

When operating at Dublin Airport you must comply with all laws, including:

- (a) daa’s Stand Allocation Rules;
- (b) daa’s Airport Bye-Laws;
- (c) These Terms and Conditions;
- (d) daa’s Aerodrome Manual
- (e) Miscellaneous Charges Booklet

Whatever the nationality or domicile of an Operator, these Terms and Conditions shall be deemed to have been accepted in Ireland in accordance with the laws of Ireland and shall in all respects be construed and interpreted in accordance with the laws of Ireland and daa and the Operator hereby submit to the exclusive jurisdiction of the Courts of Ireland to determine any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter.

## 2. Definitions and interpretations in this document

- 2.1. **1998 Act** means the Air Navigation and Transport (Amendment) Act 1998.
- 2.2. **Aerodrome Manual** means the manual published in compliance with IAA’s aerodrome licensing requirements (ALM 002) as amended from time to time and which sets out the rules and procedures regarding airside safety.
- 2.3. **Airport Bye-Laws** means the bye-laws as amended from time to time, made pursuant to the Air Navigation and Transport Act 1988, Air Navigation and Transport (Amendment) Act, 1998 and State Airports Act, 2004.
- 2.4. **Airport Charges** has the meaning assigned to it by section 2 of the 1998 Act.

- 2.5. **An Arriving Injection Point** is a door through which arriving passengers from inbound flights, transported by bus, may enter the terminal, without impacting the availability and usage of any contact stand or gate, and without impacting passenger access/egress from other contact stands/gates.
- 2.6. **ATM** means an air transport movement being either a landing or a take-off movement.
- 2.7. **Billed Operator** means an Operator who will be invoiced on departure from Dublin Airport. daa links arrival and departure movements and charges the full rotation to the **Billed Operator**
- 2.8. **Contact Stand** means an aircraft parking stand that is suitable for walking passengers to and from an aircraft from an allocated boarding gate (or may board via airbridge if stand can be served by airbridge) in line with all applicable legislation and regulation, including health and safety legislation and regulation, and in line with Dublin Airport bye laws and operational directions. A Boarding Gate may not serve more than 2 Contact Stands unless written agreement is provided by the operations manager at Dublin Airport.
- 2.9. **East Aerodrome Parking (EAP)** means a defined parking zone in the Eastern sector of the airport campus. Details of the types of stands marked out in this specific parking zone are published 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 in this parking zone. Note that parking surcharges unique to the EAP area are applicable to aircraft parked in this parking zone for an extended period.
- 2.10. **Holding Company** means a holding company as defined in the Companies Act 2014 as amended from time to time.
- 2.11. **Laws** means every statutory instrument and act of the Oireachtas, law of the European Union, International law and every regulation, rule, order, direction, requirement, code of conduct and bye-law made by any government department, competent authority, officer or court which now or may hereafter have force of law in Ireland relevant generally or specifically to Dublin Airport, Operators or any user of Dublin Airport.
- 2.12. **Miscellaneous Charges Booklet** means the miscellaneous charges booklet as amended from time to time that summarises the main non-aeronautical charges for Dublin Airport. The booklet is available for download from the Charges section of the Dublin Airport website [www.dublinairport.com](http://www.dublinairport.com)
- 2.13. **MTOW** means the certified maximum take-off weight as specified on the relevant limitations pages of the approved flight manual.
- 2.14. **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.
- 2.15. **Passenger, adult** means any adult person carried on an aircraft with the exception of the flight crew and cabin staff operating the flight leg.

- 2.16. **Passenger, infant** means any infant (child under 2 years old) carried on an aircraft.
- 2.17. **Passenger Charge** means the charges described in clause 3.4.
- 2.18. **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.
- 2.19. **Recognised flight classes** means: scheduled, charter, technical transits, diversions and/or cargo flights.
- 2.20. **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.
- 2.21. **Relevant Operator** means an Operator that has at least one aircraft based overnight at Dublin Airport for the duration of the Standby Aircraft Incentive scheme and conducts commercial flight operations to and from Dublin Airport every day for the duration of the Standby Aircraft Incentive scheme.
- 2.22. **Remote Stand** means an aircraft parking stand that is not suitable for walking passengers to and from an aircraft from an allocated boarding gate in line with all applicable legislation and regulation, including health and safety legislation and regulation, and in line with Dublin Airport bye laws and operational directions. Passengers departing/arriving from a remote stand should depart/arrive from/into the terminal building via a Bus.
- 2.23. **Satellite Stand** means an aircraft stand that is suitable for walking passenger to and from an aircraft, from an adjacent Satellite building, in line with all applicable legislation and regulation, including health and safety legislation and regulation, and in line with Dublin Airport bye laws and operational directions. Passengers are transferred from a Pier building to a Satellite building via bus and wait in the Satellite building until their flight is due to board. At the time of boarding, passengers will walk out to the aircraft on the Satellite stand (or may board via airbridge if the Satellite building has such a facility).
- 2.24. **Stand Allocation Rules** means the rules as amended from time to time which set out the rules and priorities by which daa allocates all aircraft parking stands and passenger boarding gates at Dublin Airport.
- 2.25. **Subsidiary** means a subsidiary as defined in the Companies Act 2014 as amended from time to time.
- 2.26. **Terms and Conditions** means these terms and conditions of use in relation to airport charges as amended from time to time.
- 2.27. **Transfer Passenger** means a passenger arriving into Dublin Airport from another airport ('airport of origin') on one flight who departs aboard a flight with:
- A different flight number on the same through 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 12 hours after the scheduled time of arrival of the first flight.

- The same flight number on the same through ticket and who does not remain on board the aircraft he/she arrived in and does not stay within a secure segregated area within the airport.
- 'Self-connect' passengers where the airline(s) can systematically and satisfactorily demonstrate, through verifiable means, that the 'self-connect' journey took place.

2.28. **Transit Passenger** means a Passenger who:

- Arrives in and departs from Dublin Airport on the same flight number and aircraft on the same through ticket and who remains on board this same aircraft or stays in a secure segregated area within the airport.
- Changes aircraft because of technical or operational issues.

2.29. **West Aerodrome Parking (WAP)** means a defined parking zone in the Western sector of the airport campus. Details of the types of stands marked out in this specific parking zone are published 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 in this parking zone. Note that parking surcharges unique to the WAP area are applicable to aircraft parked in this parking zone for an extended period.

### 3. Airport Charges for Dublin Airport

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

Period	Summer Airline Scheduling Season	Winter Airline Scheduling Season
Charging Basis	Per tonne MTOW or part thereof	Per tonne MTOW or part thereof
Standard charge per ATM Band 1 - 0—175 tonnes (€) (Each way)	5.50	2.15
Standard charge per ATM Band 2 - 176 and over tonnes (€) (Each way)	1.50	0.00

*Note: worked example below*

- 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 **4.17** of this document.
- Runway landing and take-off charges for a QRF are payable at standard rates.
- Search and rescue (duty operations) in addition to emergency services on behalf of the State are exempt from runway landing and take-off charges subject to receiving operational clearance.
- The first 175 tonnes of MTOW will be charged at the Band 1 rate, while any MTOW exceeding 175 tonnes will be charged at the Band 2 rate. E.g. an aircraft with MTOW of 200 tonnes will pay Band 1 charges for 175 tonnes and Band 2 charges for 25 tonnes.

### 3.2. Aircraft Parking Charges

#### East Aerodrome Parking [EAP] (includes Light Aircraft Parking Zone)

Charging Basis (€)	Detail	Per 15 minutes or part thereof except for Long Term Remote which is per day or part thereof
Standard Charge per Aircraft/Stand type	Wide Contact	34.90
	Narrow Contact	27.90
	Wide Remote	9.60
	Narrow Remote	7.70
	Wide Satellite	33.10
	Narrow Satellite	26.50
	Light Aircraft Parking (LAP)	2.65
	Long Term Remote*	180.00
<b>Aircraft parking for extended periods in EAP attract the following surcharges:</b>		
<b>Aircraft Parking Duration Charging Basis</b>		<b>Parking Surcharge Per 15 minutes or part thereof</b>
48 hours up to 72 hours (including night-time)		Standard rate +100%
72 hours and over (including night-time)		Standard rate +200%

#### West Aerodrome Parking [WAP]

Charging Basis (€)	Detail	Per 15 minutes or part thereof except for Long Term Remote which is per day or part thereof
Standard Charge per Aircraft/Stand type	Wide Remote	9.60
	Narrow Remote	7.70
	Long Term Remote*	180.00
	Light Aircraft Parking (LAP)	2.65
<b>Aircraft parking for extended periods in WAP attract the following surcharges:</b>		
<b>Aircraft Parking Duration Charging Basis</b>		<b>Parking Surcharge Per 15 minutes or part thereof</b>
48 hours up to 72 hours (including night-time)		Standard rate
72 hours and over (including night-time)		Standard rate +200%

\*See Appendix 2 for further details

- 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.



- On full implementation of Aerial View Display (AVD) at Dublin Airport, on/off block times of the aircraft, captured by AVD, will be used to apply parking charges to the full parking duration (per 15 minutes or part thereof) recorded.
- An up-to-date list of stands is set out in the current Dublin Airport Stand Definition Table which is available on the Airport Charges page of the Dublin Airport website.
- 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.
- A Quick Return Flight (QRF) will incur parking charges payable at standard rates.
- Search and rescue (duty operations) in addition to emergency services on behalf of the State are exempt from aircraft parking charges subject to there being a suitable location for parking and subject to operational clearance.
- A designated light aircraft parking zone is identified and signposted at Dublin. Only aircraft parked within the designated parking zone will be entitled to avail of the reduced charge. A minimum charge of €6.00 will apply for light aircraft. Surcharges outlined in Table 1 apply for light aircraft parked in the designated parking zone and/or in any other EAP area.
- Light aircraft parking in the West Apron North will be entitled to the Light Aircraft Parking charge. Depending on availability, the stands in this area will also be available to commercial aircraft which will pay the respective parking charge (i.e. narrow / wide body charges).
- Parking surcharges are applicable to aircraft parked for an extended period at Dublin Airport. The level of the surcharge is dependent on the sector (EAP or WAP) in which the aircraft is parked and for the duration of the parking period in that location.

### 3.3. Airbridge Charge

Charging basis	Per 15 minutes or part thereof
Charge level (€)	7.35

- Airbridge charges will be applied to 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 or will be based on actual on/off block times recorded (per 15 minutes or part thereof) on full implementation of AVD.
- 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.

- On specific stands, it may be possible to use two airbridges to certain widebody aircraft but not all. Where two airbridges are used in unison to an airbridge-compatible aircraft, the charge applied will be the same as if only one is used.

### 3.4. Passenger Charge

Charging Basis (€)	Summer Airline Scheduling Season	Winter Airline Scheduling Season
Passenger Charge Departure on a Contact Stand (Terminal 1/2)	9.80	7.25
Passenger Charge Departure on a Remote Stand (Terminal 1/2)	5.20	2.65
Passenger Charge Departure on a Satellite Stand (Terminal 1/2)	8.80	6.25

- The passenger service charge and airport security charges are consolidated into a single passenger charge (Passenger Charge).
- This charge contributes to airport security, passenger screening and provision of infrastructure for hold baggage screening.
- A flight is deemed to depart from Terminal 1 if check-in desks in Terminal 1 are used to check-in passengers for the flight; a flight is deemed to depart from Terminal 2 if check-in desks in Terminal 2 are used to check-in passengers for the flight.
- Airline positioning crews are not exempt from these charges.
- Transit passengers do not incur the passenger service charges above.
- The following definitions apply:

#### **Passenger Charge Departure on a Contact Stand Terminal 1 and 2**

The passenger service charge that will be applied per passenger to flights which check-in is provided at check-in desks in Terminal 1 or 2 and where the flight departs from a contact stand (passengers walk to the aircraft either via airbridge or surface walkways).

#### **Passenger Charge Departure on a Remote Stand Terminal 1 and 2**

The passenger service charge that will be applied per passenger to flights which check-in is provided at check-in desks in Terminal 1 or 2 and where the flight departs from a remote stand (passengers are bussed from allocated gate to aircraft).

#### **Passenger Charge Departure on a Satellite Stand Terminal 1 and 2**

The passenger service charge that will be applied per passenger to flights which check-in is provided at check-in desks in Terminal 1 or 2, passengers use a satellite

building (passengers are bussed from a terminal to Satellite building), and where the flight departs from a Satellite stand.

Exemptions:

- Flight crew on active duty only i.e. flight & cabin crew on active duty on a particular flight sector (note that Medevac crew are not included in this definition).
- 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.
- An infant under 2 years of age carried on an aircraft.

### 3.5. Transfer Passenger Charge

Charging Basis	Passenger Charge
Transfer Passenger Charge (€)	2.00

- 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 Transfer Passenger Charge exempted. This means that the QRF departing Transfer Passenger Charge will not be raised on the first departure. The subsequent second departure of that flight will attract the standard Transfer Passenger Charge.

This Transfer Passenger Charge contributes to airport security, passenger screening and provision of infrastructure for hold baggage screening.

### 3.6. PRM Charge

PRM charge	
Charging basis	Passenger charge
PRM charge (€)	0.58

- The PRM charge is levied on all passengers for the provision of services and facilities at Dublin Airport for all persons with reduced mobility.
- Transit passengers do not incur the PRM charge above.

### 3.7. Fast Track

Fast Track charge	
Charging basis	Passenger charge
Fast Track passenger charge (€)	0.80

- The fast track charge is levied on all airline passengers who avail of the fast track security product.
- All airlines must sign and submit the following Fast Track Criteria by the start of each IATA Summer<sup>1</sup> season.
- This form should be completed and sent to [FastTrack@dublinairport.com](mailto:FastTrack@dublinairport.com).

<b>Airline:</b>	
<b>Contact Name:</b>	
<b>Printed Permissions (as outlined on the boarding pass):</b>	
<b>Club Cards Accepted:</b>	
<b>Images of Club Cards Accepted:</b>	
<b>Agreed by at Dublin Airport:</b>	
<b>Signed:</b>	
<b>Date:</b>	

<sup>1</sup> The last Sunday in March each year.

#### 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  
**ACL International**  
Viewpoint  
240 London Road  
Staines  
TW18 4JT  
United Kingdom

Email: [slots@acl-international.com](mailto:slots@acl-international.com) or [ireland@acl-international.com](mailto:ireland@acl-international.com)  
Tel: +44 (0)208 564 0612/27  
Fax: +44 (0)208 564 0691  
SITA: LONACXH

Web: [www.acl-international.com](http://www.acl-international.com)

## 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 or Cork 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 daa plc.
- 4.4 daa will issue invoices to Operators periodically in respect of outstanding charges. daa does not issue paper invoices. These invoices will only issue via IATA SIS or its successors or by email as a PDF attachment. For the avoidance of doubt, daa is not responsible for the upload of invoices to any other platform or vendor portal or in any other manner.
- 4.5 Subject to clause 4.14, 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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”).

- 4.10 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.
- 4.11 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 from the charges invoiced, in respect of any claim that he/she may have against daa or otherwise.
- 4.12 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 European Communities (Late Payment in Commercial Transactions) (S.I. No. 580 of 2012). 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:

**Airports Shared Services Centre**

daa plc., Airports Shared Services Centre,  
Clive House, National Technology Park,  
Plassey, Co Limerick V94HN4N  
**E-mail:** [ssc\\_ar@daa.ie](mailto:ssc_ar@daa.ie)  
**Telephone:** 00353-1-9449212

- 4.13 Without prejudice to daa’s rights under any applicable law, including sections 39, 40 and 41 of the 1998 Act, as amended from time to time 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 and payable by such Operator to daa: the Operator ceases operations or announces an intention to cease operations;
- a) 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;
- b) the value of the assets of any member of the Operator is less than its liabilities (taking into account contingent and prospective liabilities);
  - c) a moratorium is declared in respect of any indebtedness of the Operator;
  - d) 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;
  - e) a petition is issued or served on the Operator to wind it up pursuant to the Companies Act 2014 as amended from time to time;
  - f) the air operator certificate and/or the air carrier operating license is withdrawn from the Operator; or
  - g) 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 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 as amended from time to time shall apply.

4.14 Without prejudice to any previous paragraph or to daa's rights under any applicable law, in the event that an Operator, which for the avoidance of doubt includes a Registered Owner, does not pay the relevant Airport Charges on or before thirty days from the date of invoice or such time as is agreed in advance with daa in accordance with paragraph 4.5 hereof, such Operator will immediately be deemed a defaulter for the purposes of the 1998 Act as amended from time to time and daa may, in its sole discretion, immediately take such steps to recover the amount including without limitation, such steps as are provided for in section 39(4) and/or section 40 of the 1998 Act as amended from time to time.

4.15 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:**

4.16 (a) For the purposes of this condition 4.16, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.

(b) Subject to condition 4.16(c) and 4.16(d), to the extent permitted by law neither we nor our employees, servants or agents shall have any liability to you or be obliged to indemnify you in respect of:

- (i) indirect loss;
- (ii) consequential losses;
- (iii) loss of profits;
- (iv) loss of revenue;
- (v) loss of goodwill;
- (vi) loss of opportunity;
- (v) loss of business;
- (vi) increased costs or expenses;
- (vii) wasted expenditure; or
- (viii) any other injury, loss, damage, claim, cost or expense

caused (or to the extent caused) by any act, omission, neglect or default of ours or our employees, servants or agents even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the loss.

(c) 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 its respective servants or agents shall be under any liability whatsoever for any indirect loss and/or expense (including loss of revenue) suffered by an Operator

(d) Nothing in this condition 4.16 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of us, our employees, servants or agents; (ii) fraud; or (iii) aircraft damage resulting from our or our employees, servants or agents act or omission done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

4.17 (a) You agree to hold current and adequate insurance at all times when you use our Facilities and Services at Dublin Airport to cover any and all liability excluded or limited under condition 4.16. Nothing in this condition 4.17 shall preclude you from fulfilling your insurance obligations through self-insurance. For the purposes of this condition 4.17 "Facilities and Services" means the aircraft movement, passenger processing and other general facilities and

services provided by us to you except to the extent that those facilities and services are provided to you under a separate contract, lease, licence or other authority from us.

(b) Without prejudice to the generality of condition 4.17(a), you agree to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at Dublin Airport by you at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as amended, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.

4.18 daa will invoice the party or parties responsible for the full costs of any cleanup or repair of damage to airport property.

#### **Required Business Data:**

4.19 Operators shall submit electronically an **Aircraft Fleet Declaration Form (AFDF)** in the form set out in Appendix 1 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. Including, but not limited to;

- 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
- Noise Certificate (Aircraft Noise Certification – USA)

In order to ensure compliance with ICAO & EASA regulations and recommendations concerning the safety and performance of airfield pavements, Operators must provide the Aircraft Classification Number (ACN) of all aircraft operating at Dublin Airport.

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

#### Administration

**Email:** afd@daa.ie

- 4.20 Following start-up, details for each aircraft must be submitted to the above email address 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 (form set out in Appendix 1). The Noise Certificate and the Aircraft Classification Number (ACN) (forms set out in Appendix 1) should be provided via the email address set out above.
- 4.21 New and/or amended ownership or registration details should be advised on the daa AFDF as soon as they become available. Note that updates will not be accepted at other times, except in the case of newly acquired aircraft.
- 4.22 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.
- 4.23 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.
- 4.24 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 the manufacturer's technical specification
  - No MTOW adjustments will be made mid-season where an updated AFDF and Noise Certificate have not been received in advance of first operation
  - No credits will be issued where terms & conditions steps have not been followed
- 4.25 Under Regulation (EC) No. 437/2003 of the European Parliament and of the Council as amended from time to time, 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
- The required operational data includes, but is not limited to:

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

- 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

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

outlined below in 4.30 for the transmission of the necessary cargo information.

4.27 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.

- 4.28 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 arriving to and departing from Dublin Airport during any specified period.
- 4.29 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 below 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.
- 4.30 Complete and accurate operational data as set out above must be transmitted before midnight UTC of the calendar day of operation.
- 4.31 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 the manufacturer's technical specification.
- 4.32 Queries regarding data delivery should be addressed to:

Care of Shared Service Centre
<p><b>Business Data</b>            daa Shared Services, Clive House, National Technology Park,            Plassey, Co Limerick V94HN4N            T:00353-01-9449206            E: business.data@daa.ie</p>

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 following the flight.

**5. Dublin Airport's Incentive/Support Schemes**

Please see the terms and conditions of Dublin Airport's incentive/support schemes at Dublin Airport on the "Airport Charges" page of the Dublin Airport website located at: [www.dublinairport.com](http://www.dublinairport.com)

**6. Contact Details**

Remit	Details
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<p>Airport Managing Director</p>	<p>Vincent Harrison, Managing Director, Level 5 Terminal 1 Dublin Airport, Co. Dublin  <b>Phone:</b> (01) 9444197  <b>Email:</b> <a href="mailto:vincent.harrison@dublinairport.com">vincent.harrison@dublinairport.com</a></p>
<p>Aeronautical Pricing &amp; Incentives</p>	<p>Sean Murphy, Head of Pricing &amp; Economic Regulation, Level 5 Terminal 1 Dublin Airport, Co. Dublin  <b>Phone:</b>( 01) 9442069  <b>Email:</b> <a href="mailto:sean.murphy@dublinairport.com">sean.murphy@dublinairport.com</a></p>
<p>Operational Information</p>	<p>Ronan Fitzsimons, Head of Terminals Standards and Planning, Level 5 Terminal 1 Dublin Airport, Co. Dublin  <b>Phone:</b>( 01) 9442583  <b>Email:</b> <a href="mailto:ronan.fitzsimons@dublinairport.com">ronan.fitzsimons@dublinairport.com</a></p>
<p>Credit Control* / Shared Services Centre Customer Invoicing</p>	<p>Kieran Kirby, Billing &amp; Revenue Assurance Manager, Shared Services Centre, Clive House, National Technology Park, Plassey, Co. Limerick (Credit Clearance &amp; approval in advance of operations, credit limit revision &amp; maintenance)  <b>Phone:</b> (01) 9449212  <b>Email:</b> <a href="mailto:kieran.kirby@daa.ie">kieran.kirby@daa.ie</a></p>
<p>Apron Operations Manager</p>	<p>Kevin Conheady, Head of Airside Standards and Planning, North Terminal Dublin Airport, Co. Dublin  <b>Phone:</b> (01) 9449986  <b>Email:</b> <a href="mailto:kevin.conheady@dublinairport.com">kevin.conheady@dublinairport.com</a></p>







## Appendix 2: Dublin Airport - Long-term Parking Rate

Valid from 31 March 2013

**Transaction:** One aircraft (with one Manufacturers Serial Number) parking on a stand and departing from the same stand. A transaction does not permit leaving and returning to the stand except in the following two circumstances:

- 1) daa requires an aircraft to vacate the area for operational reasons
- 2) To facilitate minor aircraft maintenance

### Long Term Parking:

Charging Basis	Detail	Per Day or part thereof Minimum Stay of 10 days
Standard Charge per aircraft	Standard charge for long-term parking of aircraft. Application process and allocation rules apply	€180

Airlines must apply to daa to avail of this long-term parking rate. The following information must be provided.

### Application Form:

	For Completion
<b>Aircraft Type</b>	
<b>Aircraft Registration</b>	
<b>Manufacturers Serial Number</b>	
<b>Start Date for Parking</b>	
<b>End Date for Parking</b>	
<b>Contact Name</b>	
<b>Contact Phone Number (must be contactable 24 hours a day)</b>	
<b>Contact Email Address (must be contactable 24 hours a day)</b>	

This should be submitted to [AirsideStandardsAndPlanning@dublinairport.com](mailto:AirsideStandardsAndPlanning@dublinairport.com). daa will consider the application in light of operational requirements that may prevail at the proposed parking period.

A minimum charge of €1,800 will apply (10 days stay) regardless of the actual single transaction period of long-term parking. For example, should an aircraft apply and receive approval for long-term parking the aircraft operator will be billed €1,800 from the commencement date even if the aircraft departs before the end of the parking period sought. The aircraft is not permitted to return and re-commence its parking during that period except to facilitate minor maintenance works. Aircraft cannot be substituted during the stay period. Each aircraft will be considered as a separate long-term parking agreement.

Please note that the long-term parking rate may not be available, in which case the published rates will apply.

### **Priorities – Allocation of stands for Long-term parking**

- 1) Operational Requirements
- 2) Aircraft availing of the Standby Aircraft Scheme
- 3) MRO aircraft
- 4) Other

daa will endeavour to facilitate all requests for long-term parking but where demand exceeds supply daa will use the above criteria to prioritise usage.

### **Conditions of Use:**

#### **Operational:**

1. Generally, the maximum size of aircraft will be Code C with wingspan not exceeding 36m. Any exception to this must be approved by the Airside/Airport Duty Manager (ADM) and allocated by the daa stand allocation unit.
2. The long-term parking rate applies to the above category aircraft where a completed application form has been submitted and this has been approved by daa to park on designated parking stands for a minimum of 10 days.

#### **General:**

1. The availability of the long-term parking rate and the level of availability of same will be determined solely by daa at its discretion
2. daa may have to terminate long-term parking on all/some designated stands should the operation require. daa will notify the aircraft operator by email and phone (using the details provided on application).
3. All operations must comply with all Aerodrome Notices.
4. The area will be monitored by the Airside Management Unit for

compliance.

5. Movements to and from the area shall be advised to the stand allocation unit who will record the movement and the parking position.
6. Aircraft arriving and departing on/off long-term parking are obliged to apply for a runway slot from ACL (Airports Co-ordination Ltd). Continuing support under this scheme is contingent on the operator cooperating fully with Dublin Airport's slot coordinator to assist in increasing operational efficiency at the airport.
7. The daa Stand Allocation Unit at daa Ext 44352/45228/45579 shall be advised of these movements.
8. If the ownership of the aircraft changes during the period that the aircraft is parked on the MRO Parking Station, the MRO must immediately notify the daa Stand Allocation Unit at daa Ext 44352/45228/45579 of the effective date of the change of ownership and the name of the new owner/operator.
9. Once approved for the Long-term parking rate, it will apply as long as an operator is fully compliant with the published Dublin Airport Terms and Conditions (available on the airport charges page located at [www.dublinairport.com](http://www.dublinairport.com)), and specifically with respect to:
  - a. The payment of invoices for all airport charges and any other fees and services provided by daa to the operator, including adhering to credit terms in respect of all daa invoices, unless daa, in its absolute discretion, shall otherwise determine.
  - b. The provision of information whereby the operator is required to provide daa with passenger, cargo and aircraft related information as outlined in the published Airport Charges at Dublin Airport Terms and Conditions, sections 4.14 to 4.33 inclusive.
10. For the avoidance of doubt, any aircraft that is (i) not approved by daa as eligible for the long-term parking rate or (ii) not parked on the designated long-term parking stand shall be subject to published aircraft parking charges and surcharges.
11. Specific operational rules may apply depending on the location of the long-term parking allocated. daa will advise of these specific conditions when approving a long-term parking application.