

# **BAHRAIN INTERNATIONAL AIRPORT - CONDITIONS OF USE**

## **Terms and Conditions**

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## 1 Terminology and Definition

**Airport** or **BIA** means Bahrain International Airport, Bahrain and includes the area inside the boundary on the plan in Schedule 7.

**Aerodrome Manual** means the manual prepared by BAC as the aerodrome operator under Bahrain Civil Aviation Regulation CAR 001 and regarded as the Aerodrome Manual for Bahrain International Airport (BIA).

**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.

**Aircraft Operator** means any owner of an aircraft that operates the aircraft, i.e., uses, causes to use, or authorizes the use of an aircraft; or in the case of a leased aircraft, any lessee that operates the aircraft pursuant to a lease.

**Airport Emergency Plan (AEP)** means a written statement that is developed in accordance to the requirements set in force with the Bahrain Civil Aviation Affairs (BCAA) regulations, International Civil Aviation Organization (ICAO), and ICAO Standards and Recommended Practices (SARPs). The purpose of the AEP is to facilitate the timely and appropriate measures to respond to emergencies, occurring in the immediate vicinity of Bahrain International Airport (BIA).

**Airport Facilitation Program (AFP)** means a written statement detailing the measures and procedures in place locally at BIA in order to pursue the objectives of ICAO Annex - 9 at an operational level, to facilitate the completion of border clearance formalities at the airport with respect to aircraft, passengers, baggage, crew and cargo. AFP aims to address and harmonies the interests of all entities involved in facilitation, e.g., Government departments, aircraft operators, commercial air transport users and airports, etc., to promote the growth of a safe, reliable and viable air transport industry.

**Airport Security Program (ASP)** means a written statement detailing the measures and procedures in place locally at Bahrain International Airport in order to achieve compliance with the requirements detailed in the national civil aviation security programme.

**BAC** means Bahrain Airport Company S.P.C., a company established under the laws of Bahrain with registration No. 67564-1 to manage and operate BIA.

**Bahrain** means the Kingdom of Bahrain

**Bahrain Civil Aviation Affairs** or **Civil Aviation Affairs** or **BCAA** means the department having the powers, terms of reference and mandate related to civil aviation – Ministry of Transportation and Telecommunications, Bahrain.

**BHD** or **Bahraini Dinar** is the lawful currency of Bahrain.

**Certificate of Registration** means for an aircraft the certificate of registration issued by the competent civil aviation authority under the applicable civil aviation regulations.

**Conditions or Conditions of Use** mean these conditions of use for Bahrain International Airport and any Rules and Regulations relating to the use of BIA published by us. A copy of the Conditions is available on our website or can be requested 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.

**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 6 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 military, any Regular Public Transport Operation and scheduled cargo operations.

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

**Interest Rate** means interest at a rate of four percent (4%) above the one-month BHIBOR (Bahrain Dinar Interbank Offered Rate) published at 11am Bahrain time on the Bahrain Association of Banks website on the relevant date;

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

**NPRA** means the Nationality, Passports and Residence Affairs - Ministry of Interior, Bahrain.

**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.

**PRM** means passengers with restricted mobilities.

**Regular Public Transport Operations or RPT** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.

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

**Transfer Passenger** means a passenger who transfers from one flight to another or the same flight but on a different flight number without being processed by the NPRA.

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

**United States Dollars** or **USD** is the lawful currency of the United States of America.

**we** or **us** or **ours** means Bahrain Airport Company S.P.C and includes our successors and assigns.

**you** or **your** means, in the case of regular public transport operations 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.

The singular includes the plural and the plural includes the singular.

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

If any part of these Conditions is unenforceable, these Conditions are taken to be modified to remove that part.

The rest of these Conditions are not affected by that part being removed.

## 2 These Conditions

- 2.1. Subject to any separate variation agreement in writing between you and us, the use of the Airport and all its Facilities and Services by you or on your behalf is subject to these Conditions.

**YOU SHALL BE DEEMED TO HAVE ACCEPTED THESE CONDITIONS OF USE BY YOUR USE OF THE AIRPORT, REGARDLESS OF WHETHER OR NOT YOU HAVE SIGNED THE CONDITIONS OF USE.**

- 2.2. Subject to any contrary requirement under the Kingdom of Bahrain Legislation, we may change, replace or waive any of these Conditions provided that we notify you 90 days before we change, replace or waive any Conditions through online notification via our website.

## 3 Information we require before you use our Facilities and Services

- 3.1. Before using our Facilities and Services at the Airport for the first time or if you have not used the Airport in the previous 12 months, 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 Legislation;
  - (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, email addresses and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using our Facilities and Services at the Airport;
  - (e) evidence of the insurance policies you hold 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) summary details of your arrangements for refuelling;
  - (h) arrangements for the removal of stationary aircraft;
  - (i) a completed Credit Application form (see Schedule 1);
  - (j) a completed Operation Check List form (see Schedule 8); and
- (a) a completed Notification of Aircraft Details form (see Schedule 2) for all your aircraft (including General Aviation and non-RPT aircraft) which are likely to be using our Facilities and Services at the Airport.
- 3.2. Unless otherwise agreed, you shall supply us with a cash deposit or an unconditional bank guarantee in a form reasonably acceptable to us.

- 3.3. You must provide us with the details of any changes made to information described in clause 3 within 30 days of such change. We reserve the right to verify the information before any adjustments are applied.

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

- 4.1. This clause 4 applies where we require information from you for the purpose of calculating charges payable by you for your use of our Facilities and Services at the Airport.
- 4.2. If you use Facilities and Services that are subject to aircraft movement based charges, or charges based on passenger numbers under Schedule 4 of these Conditions, you must use your best endeavours to provide to us, or instruct an agent to provide the following information in the Operational Check List form (see Schedule 9) to us on your behalf, at the end of each day on which you use those Facilities and Services:
- (a) the number of aircraft movements at the Airport that day (for cargo and positioning operations);
  - (b) the number of disembarking and embarking Passengers from/on your aircraft operating at the Airport on that day; and
  - (c) any further disaggregation of aircraft movement or passenger numbers we reasonably require determining charges payable by you under Schedule 4.
- 4.3. Within 10 calendar days of the end of the month following the month in which you used our Facilities and Services:
- (a) you must provide the information required under clause 4.2 if you have not already done so; and
  - (b) if you have provided to us information under clause 4.2 and you detect an error in that information, then you must provide to us the correct information. You must, at the same time, provide to us an explanation of why the original information was incorrect. We will accept the later information as being correct unless we are not satisfied with the explanation provided to support the change.
- 4.4. You acknowledge that we will use the information you provide to us under clauses 4.2 and 4.3 for the purpose of calculating the charges payable by you for using our Facilities and Services at the Airport.
- 4.5. If you do not comply with clauses 4.2 and 4.3, then you agree that we may charge you for use of our Facilities and Services on that day on the basis that each seat on the aircraft operated by you on that day was in fact occupied by a passenger. If you later provide, but no later than 60 days from the date of our invoice, the information required under clauses 4.2 and 4.3 and we have charged you in accordance with this clause 4.5 and you have paid

to us those charges and we believe that we have been overpaid, then we will provide to you a refund (without interest) of any amount we calculate to have been overpaid.

- 4.6. You acknowledge that we may verify from time to time information you have provided to us by means including
- 4.7. (but not limited to):
- (a) reference to data collected by NPRA; and
  - (b) directly counting passengers embarking or disembarking aircraft operated by you; and
  - (c) obtaining data from ground handling operator including copies of load sheets.

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

- 4.8. 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.
- 4.9. 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.
- 4.10. If the certified statements provided under clause 4.8 or an audit by us under clause 4.9, disclose any error in the information you have given us under clauses 4.2 and 4.3, or you and we agree that the information you have given us under clauses 4.2 and 4.3 was in error after we verify under clause 4.6, we will immediately invoice you for the charges which you should have paid to us if the information you gave to us under clauses 4.2 and 4.3 was not in error. We will issue our invoice, and you must pay it, in accordance with clause 8.
- 4.11. If the extent of the error is such that charges payable to us are more than five per cent (5%) of the charges paid to us on the basis of the information actually given to us, then you must reimburse us for the cost of our audit under clause 4.9.
- 4.12. 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 regional or international basis; or



- (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, 4.2 or 4.3 this shall not constitute a waiver of your requirement to provide us with such information or documentation.
- 5.2. Unless otherwise agreed with us in writing, the information you are required to provide us under these Conditions shall be supplied in electronic format as set out in schedule 9.
- 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 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 Aerodrome Manual;
  - (c) our Airport Security Program;
  - (d) Airport Emergency Plan
  - (e) Airport Facilitation Program
  - (f) this Conditions of Use;
  - (g) other conditions, instructions orders and directions necessary for the day to day operation of the Airport;
  - (h) local flying restrictions;
  - (i) any other directions from the Bahrain Civil Aviation Affairs.
- 6.2. You must not do anything which puts us in breach of any Legislation, and you must reasonably cooperate 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 any security procedures or airport access control requirements or Legislation).

## **7 Common Use Principles**

- 7.1. Without prejudice to clause 6.3, access to all Facilities and Services will be equitably allocated by us, having regard to their availability and the requirements of all users.

## **8 Charges**

- 8.1. You must pay us charges for using our Facilities and Services at the Airport, calculated in accordance with Schedule 4 as varied from time to time.
- 8.2. The charges for using our Facilities and Services at the Airport shall accrue from day to day and shall become due on the day that they were invoiced.
- 8.3. All charges are payable in Bahraini Dinars or United States Dollars unless otherwise stated.
- 8.4. All invoices must be paid in full and without deductions. 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.
- 8.5. If you have a credit account with us, we will invoice you for the charges.
- 8.6. 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.
- 8.7. Unless you have a credit account with us, you must pay the charges you owe before your aircraft leaves the Airport unless we agree other arrangements in writing.

## **9 Varying charges**

- 9.1. Subject to this clause, we may vary any of the charges or the application of them at any time by giving you notice in writing before the variation becomes effective.
- 9.2. We will notify you (either directly or through any relevant industry bodies) at least 90 days before varying charges.

## **10 Payment default**

- 10.1. If you do not pay the amount you owe on time, you must pay delay interest at the Interest Rate. Interest will be charged on the outstanding 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 30 days of receiving that invoice and in our reasonable opinion you have grounds to dispute it, then the provisions of clause 10.1 will not 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 within 30 days after it is due date for payment, we may:

- (a) refuse to allow any or all of your aircraft to use our Facilities and Services at the Airport; and/or
  - (b) use reasonable means to detain any of your aircraft until you have paid all due charges and interest provided that:
    - I. we have first sought to negotiate in good faith any dispute about charges in accordance with 10.2 above;
    - II. we have first sought to recover any outstanding charges and interest by exercising our right under any bank guarantee provided in accordance with clause 3.2 above; and
    - III. we have given you 14 days' notice in writing that we intend to do this either during or after the above 30-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 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
- 12.2. At your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.
- 12.3. 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 5 and:
  - (a) you must pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and

- (b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our order.

### **13 Airport closed or services unavailable**

- 13.1. We will endeavour to keep our Facilities and Services at the Airport available for you to use, subject to reasonable requirements for operational purposes, maintenance and new developments or events beyond our reasonable control.
- 13.2. If reasonably possible, we will notify you before we make any service or facility at the Airport unavailable. This is subject to clauses 6.3 and 15.3.
- 13.3. If, at any time, safety or operational requirements mean that we consider it necessary to declare our Facilities or Services at the Airport to be wholly or partly unavailable for use by you, we will use our reasonable endeavours to identify alternative Facilities and Services which might be available for use by you, but the use of such alternative facilities or services shall be a matter for decision by you. You acknowledge that, in doing so, we will need to balance the needs of all affected parties so far as we reasonably can.

### **14 Services we do not provide**

- 14.1. We do not provide:
  - (a) en-route air navigation services;
  - (b) en-route meteorological services;
  - (c) hangar facilities;
  - (d) apron and ground handling services other than allocation of aircraft parking bays and, aircraft marshalling;
  - (e) aircraft disinfection; and
  - (f) border control services.
- 14.2. Our charges do not include fees for these services or fees for things we provide outside the scope of these Conditions.

### **15 Release and indemnity**

- 15.1. 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,

- 15.2. 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.
- 15.3. 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 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.
- 15.4. 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,
- 15.5. 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.

## 16 Exclusion of warranties and conditions

- 16.1. Subject to this clause, we do not make any representation or warranty in connection with the use of the Airport.
- 16.2. We will exercise due care and skill in providing the Facilities and Services to you. Our liability for breach of this clause is limited to:
- (a) in the case of goods, the repair or replacement of, or the supply of equivalent goods or the payment of the cost of repairing or replacing the goods or of acquiring equivalent goods; or
  - (b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.
- 16.3. If a warranty or condition is implied under any Legislation in connection with the goods and services we provide and it can be excluded, we exclude it to the maximum extent possible and if we cannot exclude it, then our liability for breach of that warranty or condition is limited in the case of goods, in the same manner as set out in clause (a) or in the case of services, in the same manner as set out in clause (b).

## 17 Entire agreement

- 17.1. These Conditions:
- (a) constitute the entire agreement between the parties as to its subject matter; shall be binding on you notwithstanding that you have not signed this agreement if you commence using any of the services after receipt of this document; and
  - (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party, other than as set out in these Conditions.
- 17.2. If we do not exercise, or if we delay in exercising, a right, power or remedy provided by these Conditions or by law, this shall not constitute a waiver of that right, power or remedy. If we waive a breach of any of the Conditions, this shall not constitute as a waiver of a subsequent breach of that condition or as a waiver of a breach of any other condition.

## 18 Severability

- 18.1. If one or more parts of these Conditions is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

## 19 Governing law and jurisdiction.

- 19.1. These Conditions are governed by the laws of the Kingdom of Bahrain and shall be construed and interpreted in accordance with the laws of the Kingdom of Bahrain.

- 19.2. If there is a dispute between you and us about whether you or we have complied with an obligation or have a right under these Conditions, then within 14 days of the dispute arising, you and we must meet to negotiate in good faith with a view to resolving the dispute.
- 19.3. In the event that the amicable negotiation pursuant to clause 19.2 fails, you and we hereby submit to the exclusive jurisdiction of the Courts of the Kingdom of Bahrain to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).

## 20 Data Requirements

- 20.1. The Aircraft Operator shall comply with the data requirements as set out in this clause for the purposes of invoicing, reconciliations and supporting the planning, operation and performance management of the Airport.
- 20.2. Upon approval of Operator seasonal schedule, the Aircraft Operator is to send summer/winter schedule in both of the following methods in the time scales and deadlines as approved by BCAA:

SITA Message
SITA Address: BAHALXH
In accordance with IATA SSIM chapter 6 format

- 20.3. Changes to seasonal schedule slots during the season is to go through the same process of approval and notifications as indicated in clause 20.2
- 20.4. Reference data: The Aircraft Operator shall ensure it provides updated fleet information to BAC as in Schedule 3.
- 20.5. Operational data: The Aircraft Operator shall ensure it provides updated information to BAC by the timely transmission of complete and accurate operational data by automatic electronic means using and conforming to IATA messages and communications standards. The required operational data includes:
- (a) Aircraft registration (including aircraft substations);
  - (b) Variations to schedule (including flight number, aircraft type, route and schedule time of operation);
  - (c) Estimated times of operations;
  - (d) Actual times of arrival (on runway);
  - (e) Actual times on and off stand and time of ATC clearance to start engines and push back;
  - (f) Stand departure delays greater than 15 minutes including complete delay codes;
  - (g) Turnaround linked flight numbers and registrations (including changes);
  - (h) Advance passenger details – forward booking information;

- (i) Baggage information messages: BSM; and
- (j) Misconnected baggage information – MSF world tracer report.

20.6. The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM 780
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
PSM	PASSENGER SERVICE MESSAGE	IATA RP 1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP 1718
BSM	BAGGAGE SERVICE MESSAGE	IATA RP 1745
MSF	WORLD TRACER FAULT STATION LOG	

20.7. BAC systems recognize and strictly apply the following IATA standards and any other codes will not be accepted:

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

20.8. Messages to be sent as follows:

- (a) Address BAHALXH MVT, LDM, SLS, DIV, ASM;
- (b) Address BAHALXH PTM, MSE, PSM, and forward booking information; and
- (c) SITA MDS (Message Distribution Service) all baggage information messages.

20.9. All operators are asked to submit pre-notifications for their PRM passengers in the following way:

- (a) SITA address BAHALXH; and
- (b) Email address if you do not have a SITA, pre-booking passengers for PRM service email: Dept.Tax@bac.bh.

20.10. Check-In Desk Information: all operators are required to submit within 10 calendar days of the end of each month the details of “Departing Passenger Using Check-in facilities” for that month, using the template obtainable from BAC for:



- (a) Departing passengers using check-in facilities at the airport to complete passenger acceptance using either traditional check-in desk or CUSS terminal;
- (b) Departing passengers check in off airport but complete visa check at the airport to complete passenger acceptance;
- (c) Departing passengers check in off airport and:
  - I. Bag-drop only;
  - II. Straight through to security; and
  - III. Transfer passenger.

Please submit the completed template via email to Dept.Tax@bac.bh

- 20.11. BAC may request within 60 days of departure, copies of aircraft load sheets to enable verification of all details with respect to passengers carried on any or all flights departing from that airport during a specific period and extracts from aircraft flight manuals to enable verification of aircraft weight. The Aircraft Operator shall, following a request in writing made by BAC, supply it with the original copies of such documents.
- 20.12. Where the Aircraft Operator, or your handling agent fails to provide the information in this clause required within the period stipulated herein BAC shall be entitled to assess the charges payable hereunder by the Aircraft Operator by reference to the maximum passenger capacity of the aircraft and/or the Maximum Take-Off Weight of the aircraft type.
- 20.13. In the case of manual load sheets, BAC reserves the right to verify the content and may, at its own discretion, opt to charge the maximum passenger capacity of the aircraft and/or the maximum take-off weight from you.

## Schedule 1

### Customer Credit Application Form

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#### Applicant Information

Name of Company:

---

Trading Name:

---

Business Address: Address:

---

Fax:

---

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

Facsimile: \_\_\_\_\_

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? 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 BAC would reasonably expect to know, or the applicant would like BAC to consider when assessing this application? If "YES" provide details.

---

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

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

**Acknowledgment**

The applicant(s) acknowledge(s) that BAC has informed me/us that certain items of personal information about me/us contained in this application or which may be subsequently obtained by BAC 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.

**Consent**

I consent:

- (a) to BAC obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of BAC:
  - (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 BAC'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 BAC in relation to my/our application for commercial credit with BAC;
- (c) to BAC 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 2

### Notification of Aircraft Details

---

#### Aircraft Details

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

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

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

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

Aircraft Code: \_\_\_\_\_

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

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

No. and 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: \_\_\_\_\_

**Aircraft 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 3**  
**Contact Information**

**Address for service of notices**

**By post:** P.O. Box 24924  
Muharraq, Kingdom of Bahrain

**By email** commercial@bac.bh

**By facsimile:** +973 17920442

## Schedule 4

### Aeronautical Charges

**Category:** the following charges apply for both passengers and cargo flights.

#### 1. Value Added Tax (VAT)

All charges specified in this Conditions of Use are exclusive of VAT. The Aircraft Operators, Airlines and other users of the Airport shall pay the VAT where required in accordance with the applicable laws and regulations in force in the Kingdom of Bahrain from time to time.

#### Landing Charges

Aircraft Landing charges are based on the MTOW	
Aircraft Weight	Rates Per Landing
Up to 7,000 Kg	Flat rate of BHD 7.000
7,001 Kg– 136,000 Kg	BHD 1.400 per 1,000 Kg or part thereof
Over 136,000 Kg	BHD 1.500 per 1,000 Kg or part thereof

#### 2. Aircraft Parking Charges

The charges for parking aircraft at Bahrain International Airport are based on number of hours and aircraft category:

Aircraft Parking Charges are based on the MTOW	
Aircraft Weight	Rates Per Parking
Aircraft up to 25,000 Kg MTOW	Flat rate of BHD 5.000
Aircraft of 25,001 Kg MTOW and over	BHD 0.200 per 1,000 Kg or part thereof
Above charges are per 24 hours or part thereof, commencing 2 hours after landing	

#### 3. Passenger Service Charges (PSC)

An amount of BHD 7 per Departing Passenger.

An amount of BHD 1 per Transfer Passenger.

#### 4. Passenger Security and Safety Fee (PSSF)

An amount of BHD N/A per Departing Passenger.

#### 5. Advance Passenger Information Fee (API)

An amount of BHD N/A per Arriving, Departing, Transferring, Transiting Passenger.

## 6. Other Charges

In addition to the above, all charges outlined in the Conditions of Use including, but not limited to Aerobridge Occupancy charge, Security charges and Airport Fire Service charge are payable by the Aircraft Operator as follows:

Common User Platform Charges (CUPPS)*	
Per departing passenger	BHD 0.300
Baggage Reconciliation Charges (BRS)**	
Per departing bag	BHD 0.100
Local Departure Control system (LDCS)**	
Per Departing passenger	BHD 0.050
Oil/Fuel Spillage Charges	
Charge Per Service	Minimum charge of BHD 300.000 FFS Materials Charges as per usage. Failure to report BHD 250.000
Fuel Standby	
For appliance and crew covering engine starting or refueling per hour.	BHD 50.000
Other charges	
Aerobridge Occupancy charge	
Security Charges	
Airport Fire Service Charge	

\* These charges are to be applied at the new Passenger Terminal Building or at a later time as may be determined by BAC at its sole discretion. Current CUPPS charges are USD 0.40 per departing passenger.

\*\* These charges are to be applied at the new Passenger Terminal Building or at a later time as may be determined by BAC at its sole discretion.

### THE EXCHANGE RATE FOR THE DOLLAR (BHD 1 = US \$ 2.70)

### ACCOUNT ENQUIRIES

For enquiries relating to any account please contact (+973) 17 35 3375

### PAYMENT TERMS

Payment is due 30 days from the date of this invoice

## **Methods Of Payment**

### **Local Payment**

**Please make your cheque payable to “Bahrain Airport Company” and post to:**

Finance Department – Collections

Bahrain Airport Company

P O Box 24924, Kingdom of Bahrain

Please quote the invoice number(s) when making payment.

### **Overseas Payment**

Please make payment by:

#### **1. Bank Draft in Bahraini Dinars or US Dollars payable to “Bahrain Airport Company” and post to:**

Finance Department – Collections

Bahrain Airport Company

P O Box 24924, Kingdom of Bahrain

Please quote the invoice number(s) when making payment.

#### **2. Direct Bank Credit in Bahraini Dinars**

To be provided as and when requested.

#### **3. Direct Bank Credit in US Dollars**

To be provided as and when requested.

## Schedule 5

### Procedure for moving/removing Aircraft by BAC

#### Disabled Aircraft Removal Plan and Procedure

BAC holds the primary responsibility for the development and continuous updating of a disabled aircraft recovery plan. Furthermore, BAC is responsible for the implementation of all procedures and processes as laid down in the said plan. The below procedure will briefly explain the primary roles and responsibilities as well as other important information.

1. Responsibilities
2. The registered owner or Aircraft Operator will always retain complete responsibility for the removal of the disabled aircraft. All airline operators at BIA are expected to have aircraft recovery plans.
3. It is the responsibility of BAC, as the aerodrome operator, to coordinate the aircraft recovery operation and ensure that the disabled aircraft is removed in a timely and efficient manner. It is also responsible for ensuring that an aerodrome coordinator of disabled aircraft removal operations from BAC airside operations is appointed.
4. The airline/aircraft operator or their designated agent (hereafter referred to as the Aircraft Operator) is responsible for the following:
  - 4.1. Ensuring that they are equipped with the necessary insurance and technical advice, supervision and the provision of all necessary equipment and materials.
  - 4.2. Salvaging and removing the disabled aircraft as quickly as possible. Regular users of the airport must ensure that they have adequate facilities to conduct their own recovery operations or where they do not have these facilities, they must have contractual arrangements with another agency capable of undertaking the recovery on their behalf.
  - 4.3. Informing the BAC of their aircraft recovery contingency arrangements and keeping them informed of any changes.
  - 4.4. Making any arrangements with Bahrain Customs department regarding the removal of freight and/or cargo.
5. If the Aircraft Operator or agent refuses to remove a disabled aircraft or neglects to do so within a reasonable time, and the aircraft is creating either an obstruction, an embarrassment to BAC or otherwise obstructs them in carrying out their responsibilities as an aerodrome license holder, BAC with approval from BCAA will take independent action to remove the aircraft without any liability to BAC.
6. BIA has equipment that is capable of removing aircraft of a size up to Code C. If necessary, removal equipment for large types of aircraft must be obtained from the IATP (International Airlines Technical Pool) and the Aircraft Operator is encouraged to deploy his resources to support BAC efforts.
7. BAC accepts no responsibility for any loss or damage of any kind resulting from this action and the Aircraft Operator will be held responsible for all costs and losses, including all costs in connection with the removal of the disabled aircraft. This also includes all costs for the entire removal or salvage

operation. The Aircraft Operator/owner may optionally contract the Airport Operator for support or to conduct the entire actual removal/salvage of the disabled or wrecked aircraft.

8. A form of indemnity absolving the Airport Operator from third party liability is to be signed by parties in such cases. The Aircraft Operator will be required to pay any charges for work involved in causing damage to airport property as a result of the aircraft breakdown and its subsequent salvage.
9. The BCAA are responsible for authorizing the release of the disabled aircraft. In minor incidents the BCAA may make the decision not to attend the site and will ask for photographs of the site, marking of the location, and a drawing diagram of the incident site. However, their approval must still be required in this scenario prior to moving the aircraft.

Title, role and contact information of persons involved in any aircraft salvage operation

Title	Contact Information	Organization	Responsibility
Chief – Development & Technical Officer	T: 1735 3335 M: 3968 0681 Email: <a href="mailto:Abdulla.Janahi@bac.bh">Abdulla.Janahi@bac.bh</a>	Bahrain Airport Company	<ul style="list-style-type: none"> <li>Development and updating of aircraft recovery plan</li> <li>Implementation of aircraft recovery procedures</li> <li>Management of aircraft removal operations</li> <li>Carrying out duties and functions of lead planner</li> <li>Chairman of Salvage Committee</li> </ul>
Director – Airside Operations	T: 1732 9142 M: 3602 0062 Email: <a href="mailto:Fuad.Farooq@bac.bh">Fuad.Farooq@bac.bh</a>	Bahrain Airport Company	<ul style="list-style-type: none"> <li>Aerodrome Coordinator during aircraft salvage operations</li> <li>Act as interface between investigation authorities, airport authorities, insurance persons and the recovery team</li> </ul>
Director – Aviation Security	T: 1735 3484 Email: <a href="mailto:Patrick.Cuschieri@bac.bh">Patrick.Cuschieri@bac.bh</a>	Bahrain Airport Company	<ul style="list-style-type: none"> <li>Ensuring area is secure and access to aircraft salvage site is sealed and controlled in liaison with Airport Police</li> <li>Arranging for issuance of temporary airport permits, if required</li> </ul>
Incident Commander ARFFS	T: 1732 9602 M: 3602 0276 Email: <a href="mailto:Mohamed.AISayed@bac.bh">Mohamed.AISayed@bac.bh</a>	Bahrain Airport Company	<ul style="list-style-type: none"> <li>Assisting the Aerodrome Coordinator</li> <li>Providing fire cover and fire safety</li> <li>Ensuring that the aircraft is not approached or moved unless there is a life risk or until permission has been given by the Aerodrome Coordinator</li> </ul>
Manager - Infrastructure and Building Maintenance	T: 1735 1185 M: 3602 2007 Email: <a href="mailto:Ahmad.Rafik@bac.bh">Ahmad.Rafik@bac.bh</a>	Bahrain Airport Company	<ul style="list-style-type: none"> <li>Providing advice regarding any safety implications of damaged lighting or nav aids for the recovery operation</li> <li>Providing advice during the recovery operation so that further damage to nav aids or lighting is minimized.</li> </ul>

Aircraft Operators	<ul style="list-style-type: none"> <li>Refer to Aerodrome Emergency Plan, Chapter 7.1, 7.5, and 7.7</li> </ul>	N/A	<ul style="list-style-type: none"> <li>Being Equipped with necessary insurance and technical advice, supervision and the provision of all necessary equipment and materials.</li> <li>Being in possession of aircraft recovery plans and share them with BAC</li> <li>Salvaging and removing disabled aircraft</li> <li>Establishing contractual arrangements with another agency capable of undertaking the recovery on their behalf, if required.</li> <li>Providing an aircraft engineer</li> </ul>
Director of Bahrain International Airport Police	T: 1732 1616 M: 3964 5544 Email: <a href="mailto:aa.aldosari@moipolice.bh">aa.aldosari@moipolice.bh</a>	Airport Police	<ul style="list-style-type: none"> <li>Ensuring area is secure and access to aircraft salvage site is sealed and controlled</li> <li>Assisting BCAA with investigation, if required</li> </ul>
Chief Air Traffic Management	T: 1732 1158 M: 3952 2696 Email: <a href="mailto:a.ali@mtt.gov.bh">a.ali@mtt.gov.bh</a>	Bahrain Civil Aviation Affairs – Air Traffic Control	<ul style="list-style-type: none"> <li>Notifying the concerned in BCAA in line with set up procedures detailed in LATSI</li> <li>Advising the Aerodrome Coordinator that permission has been granted to approach and/or recover the aircraft</li> <li>Informing BCAA and telling them that the photos have been taken and will be made available to them if, for safety reasons, the aircraft has had to be removed prior to permission being granted</li> <li>Issuing a NOTAM, if required</li> <li>Re-declaring the distances and ensure the information is promulgated, when necessary</li> <li>Carrying out visual checks of the surfaces in liaison with BAC Airside Operations after conclusion of recovery operation</li> </ul>

### **Names, Roles, and Contact Information of persons responsible for the arrangement of the removal of disabled aircraft**

**Schedule 6**  
**Facilities and Services**

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**Aircraft movement Facilities and Services**

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

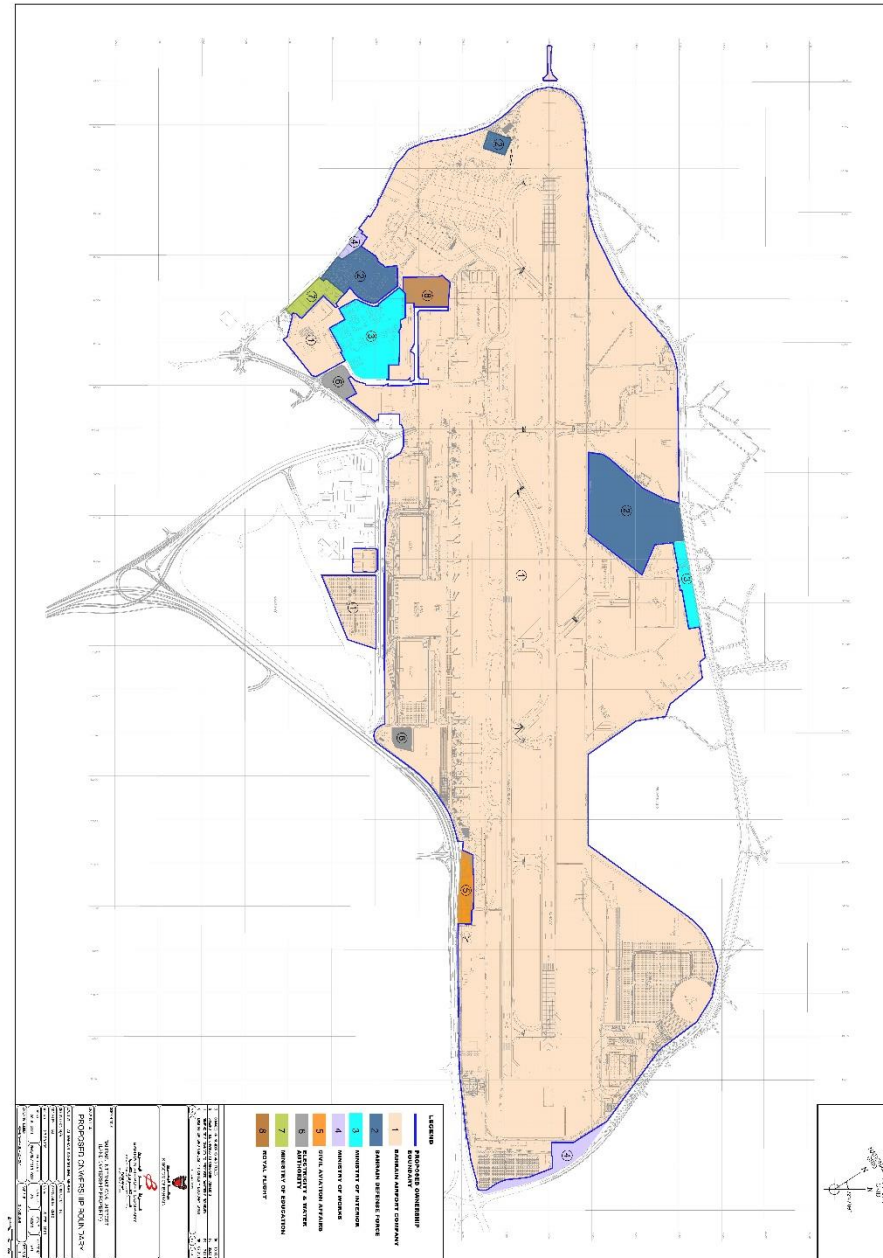
**Passenger processing Facilities and Services**

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



## Schedule 7

### Airport



## Schedule 8

### Operation Check List

<u>Action</u>	<u>Comments</u>
1. BCAA Approval	
2. Condition of Use (COU) 3. GSA CR and contact details <ul style="list-style-type: none"> <li>a. Point of contact for contract (designation, and address details)</li> </ul> 4. Copy of Noise Certificate	
4. Financial requirements <ul style="list-style-type: none"> <li>a. Financial clearance</li> <li>b. Bank guarantee (if required)</li> <li>c. Agree on form of payment and bank details</li> </ul>	
5. Operational requirements <ul style="list-style-type: none"> <li>a. Fill operations checklist</li> </ul>	
6. IT Requirements <ul style="list-style-type: none"> <li>a. Setup of inbound and outbound SITA address as required by the CUP agreement (<b>BAHALXH</b>)</li> <li>b. Testing of SITA message</li> </ul>	
7. 3 <sup>rd</sup> party agreement <ul style="list-style-type: none"> <li>a. Signing the contract with the Ground handler</li> <li>b. Agreeing with the fuel provider if needed</li> <li>c. Aircraft Operator compliance with PTS/ or (APP- advance passenger process) to receive inbound and outbound passenger data as per the pre- travel screening</li> </ul>	



# Schedule 9

## Passenger Service Fee Register

**Airline:**

FLIGHT DATE	FLIGHT NO	TOTAL PAX	TOTAL PAX	THROUGH	TRANSIT	LOCAL	CREW ON DUTY	DIPLOMAT S	XTD	INFANT S	TOTAL  EXEMPT	PAX
				CHECKED	PAXS	JOINING			(TRANSFERR DESK)			FEE
				PAX	ON SAME	PAXS						TO BE
				THRU C/I	FLT	LOCAL C/I			DHC			DIPL
	1	2	3=4+5+6	4	5	6	7	8	9	10	7+8+9+10=11	(A)12=6-11
			AUTO SUM				Exemption Coloums				AUTO SUM	AUTO SUM

		0	0	0	0	0	0	0	0	0	0	0

TOTAL PAX	(A)	0
INVOICE AMT	(A)XBD.7	0
	Add: THRU - BD.1	0
	Add: XTD - BD.1	0
	INVOICE AMT	0

## **SCHEDULE 10**

### **BIA Systems Information**

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Bahrain International Airport offers the following facilities to Aircraft Operator:

- **Passenger Processing Platform:**
  - It is used for passengers to be checked in either through check-in system or through self-check-in kiosks systems;
  - Self-Bag Drop systems are also available at BIA for Aircraft Operator wishing to provide the facility to their passengers; and
  - Aircraft Operator application would need to be certified on any platform they wish to utilize this facility and to commission new network circuit to their DCS host to allow the use of those systems.
- **Baggage Platform**
  - To facilitate IATA's Resolution 753 for Aircraft Operator, BIA provides Baggage Reconciliation System to sort and reconcile bags with facility to send information back to Aircraft Operator about scanning the bags.
- **Local Departure Control System (L-DCS):**
  - BIA provides Aircraft Operator that do not wish to connect to their DCS host with Local-DCS system to allow airline passengers to check-in, board, transfer facility;
  - BIA also provides Weight and Balance platform for Aircraft Operator wishing to perform aircraft weight and balance control; and

Aircraft Operator wishing to utilize LDCS Weight and Balance service would be required to send their fleet details in AHM 560 format to BAC 14 days prior to operating the flight as set out in the Operation Check List (see Schedule 9).