

**AEROPUERTO INTERNACIONAL REINA BEATRIX  
Aruba Airport Authority N.V. (AAA)**

**Airport Charges Regulations**

**1 July 2021**

**AAA Airport Charges Regulations**

'Aruba Airport Authority N.V.', manager and operator of the airport Aeropuerto Internacional Reina Beatrix;

These are the revised Airport Charges Regulations for activities of the airline operator for the use of the airport Aeropuerto Internacional Reina Beatrix by airlines, as well as a natural or legal person other than the airline that operates flights which will take effect July 1, 2021. This document replaces and supersedes the "Aeropuerto Internacional Reina Beatrix – Aruba Airport Authority N.V. – Airport Charges Regulations" (Airport Charges Regulations) of November 1, 2011.



15 DEC 2020

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**Article 1 Definitions**

Appendix 1 delineates the Definitions of certain terminology mentioned in this Airport Charges Regulations

**Article 2 Landing Fee**

For landing an aircraft on the premises of AIRB, a landing fee will be charged in accordance with the provisions laid down in this Article.

**2.1 Landing Fee and Calculation**

The landing fee is applicable for a landing by an aircraft. The amount of the landing fee is determined based on the aircraft type and aircraft types are classified according to the average MTOW of that specific aircraft model. The landing fee rate per aircraft type classification can be found in Appendix 2. New aircraft that land at AIRB and that are not yet classified, will be classified based on their MTOW given in the Certificate of Airworthiness.

For every landing at AIRB the landing fee is calculated as can be found in Appendix 2, unless exempted as in article 2.2.

**2.2 Exemptions**

Landing of an aircraft at AIRB will lead to charges for landing fee unless exempted by the Authority as follows:

- Official military and/or local state/police aircraft are exempted from landing fees.
- The flight was qualified as an Instrument Flight Check.
- The flight was qualified as a flight that is operated with an official Search & Rescue aircraft.
- The flight was qualified as a Technical Return or as a return due to weather conditions, engine trouble, bird strike, or any other unforeseen causes.
- Non-scheduled deviated flight due to weather or a (medical) declared emergency
- The flight is subject to an incentive programme by the Authority.

**Article 3 Parking fee**

For parking an aircraft in designated general use areas of the airport, a parking fee per hour or part thereof will be due in accordance with the provisions laid down in this Article and as can be found in Appendix 2.

**3.1 Allotted free minutes depending on aircraft type**

Depending on the aircraft type and the average time needed for a safe turn-around of the aircraft, a specific amount of free parking minutes is allotted per aircraft type. No charge is due if parking of an aircraft takes place for a parking period of less than the allotted number of free minutes as per aircraft type classification in Appendix 2. The parking time is calculated based on the difference between the on-chock time and off-chock time.

**3.2 Parking after free allotted minutes**

If parking time is more than the applicable allotted free minutes, a parking fee is payable. The parking fee is calculated per hour or part thereof and the rates can be found in Appendix 2.

**3.3 Parking for RON (Remain Overnight) Operations**

For flights with a pre-approved slot for RON (Remain Overnight) Operations parking fees will apply as per Appendix 2 after the first twelve (12) hours after depletion of the free allotted minutes of parking.

**3.4 Derelict or Non-operational charge**

A Derelict or Non-operational charge applies to aircraft without a current Certificate of Airworthiness or current Maintenance Release by the DCA, parked on any part of the airport premises, except for aircraft that are

accommodated within leased boundary/premises. This charge is for each day that a tenant or airport user parks or stores a derelict or non-operating aircraft of any size or parts thereof on airport premises beyond the permitted ninety (90) day period. The fee for Derelict can be found in Appendix 2.

### **3.5 Overstay charge**

An Overstay charge applies to aircraft that are being overhauled and or reconstructed and parked at the designated location with the approval of The Authority for a specific period. An overstay charge shall be charged in accordance with the type of aircraft.

Maximum permitted time to execute a project of overhaul and reconstruction is ninety (90) days. The daily fee during these first ninety (90) days is indicated in Appendix 2 Unless postponement of project is approved, the parking period after the first ninety (90) days will be charged as 'Derelict or Non-operational' aircraft as described in article 3.4.

### **3.6 Exemptions**

Parking of an aircraft for more than the allotted free minutes according to aircraft type classification in Appendix 2 will lead to charges for parking fee unless exempted by the Authority as follows:

- Official military and/or state/police aircraft.
- The flight was qualified as an Instrument Flight Check.
- The flight was qualified as a flight that is operated with an official Search & Rescue aircraft.
- The flight was qualified as a Technical Return or as a return due to weather conditions, engine trouble, bird strike, or any other unforeseen causes.
- Non-scheduled deviated flight due to weather or a (medical) declared emergency
- The flight is subject to an incentive programme by the Authority.

## **Article 4 Passenger charges**

### **4.1 Passenger Charges defined**

In the event of passenger transportation, passenger related charges are payable, namely:

- Passenger Facility Charge (PFC); per enplaned passenger travelling to all destinations, unless otherwise specified in the Rates & Charges overview.
- General Usage Charge (GUC); per enplaned passenger travelling to all destinations, unless otherwise specified in the Rates & Charges overview.
- Security Surcharge (SSC); per enplaned passenger travelling to all destinations, unless otherwise specified in the Rates & Charges overview.
- Special Facility Charge (SFC); per enplaned passenger making use of the check-in facilities and/or US Customs & Border Protection pre-clearance facilities in the US-bound terminal building.
- Transfer US (TRSFR-US); per enplaned passenger transferring on to a US pre-cleared flight out of Aruba within 24 hours of scheduled arrival time.
- Transfer NON US (TRSFR-NONUS); per enplaned passenger transferring to non-US destinations within 24 hours of scheduled arrival time.
- Passenger Facility Charge BON (PFC-BON); per enplaned passenger travelling on an originating flight from Aruba to Bonaire.
- General Usage Charge – CUR/BON/SXM (GUC-CUR/BON/SXM); per enplaned passenger travelling on an originating flight from Aruba to Curacao or from Aruba to Bonaire or from Aruba to Sint Maarten.

In these Schedules of Charges and Regulations where hereinafter reference is made to passenger charges, it should be understood to also include or refer to PFC, GUC, SSC, SFC, TRSFR-US, TRSNFR-NONUS, PFC-BON and GUC-CUR/BON/SXM, if applicable.

### **4.2 Calculation of Passenger Charges**

The Authority charges to the airlines based on the number of enplaned passengers on each flight. The amount of Passenger Charges is determined by the type and number of enplaned passengers on board of the



aircraft upon departure from the airport multiplied by the rates listed in the official Rates & Charges overview as per Appendix 3.

Transit passengers are exempted of any passenger charges. The USA Pre-clearance Agreement states that all pre-cleared flights are considered to be originating flights out of Aruba by definition. However, passengers transferring with the same airline and different flight number, pre-approved by US CBP, will be considered for the purpose of the Schedules of Charges and Regulations as a US Transfer passenger and as such the fees and charges applicable hereto will apply.

Passengers arriving by air with a commercial flight at the main terminal and continuing their travel within 24 hours on a general aviation flight are making full use of the General Aviation facilities and hence pay the applicable charges for the use of the GAT and will be charged by the operator of the GAT.

The charges for passengers will be invoiced directly to the particular airline or to the aircraft operator by the Authority or by the operator of the GAT.

#### 4.3 Permission to pass-through the Passenger Charges to the passenger

The Authority charges Passenger Charges to the airlines. The airlines are permitted but not obligated to pass-through passenger charges to the passengers. This may be done by charging the passenger charges to the passenger on the airline ticket. The passenger charge has to be identified on the ticket, separately from the airfare for the passenger.

However, the airlines and aircraft operator are permitted to collect the passenger charges from their passenger before departure of the aircraft from AIRB only under the following circumstances:

- a. Ticket has been sold in countries where the airlines or aircraft operators are not allowed to charge passenger charges on the ticket.
- b. Ticket has been sold by another airline which is different from the transporting carrier departing from Aruba and this other airline has not charged the passenger charges on the ticket.
- c. The airline is placed at the sole discretion of the Authority on a so called "Daily Payment basis".

Airlines/ground handlers cannot impose any type of additional fees above the Passenger Charges when collecting these charges from the passengers at the counter, nor use a different Applicable Conversion Rate nor apply any other convenient rounding methods. The airline/ground handler should have sufficient change to be able to return to the passenger at the counter if cash is accepted by the airline.

#### 4.4 Types of aircraft subject to passenger charges

All aircraft (including helicopters and sky-diving aircraft) which are designed or adapted to carry persons in addition to flight crew are subject to passenger charges.

#### 4.5 Agreement for carriage

The agreement for carriage between an airline and the passenger must be evidenced by an airline ticket which must show the following particulars:

- the airport from which the passenger intends to depart.
- the day and time of this intended departure, unless it is an open ticket.
- the airport at which the passenger intends to arrive.

#### 4.6 Leased aircraft

In those cases that an aircraft is leased by an aircraft operator, the Authority will charge the airport charges to the aircraft operator which leased the aircraft (lessee).

#### 4.7 Exemptions

Enplaned passengers on an aircraft will lead to passenger charges unless exempted, properly identified, and substantiated with proof as per Appendix 3:

- a. Transit passengers on a commercial flight.
- b. Infants: Passengers under two years of age as per passport, upon the date of departure, who are not allocated a separate seat before boarding the aircraft.
- c. Military personnel on official military flight operated by a military aircraft as defined in article 1
- d. Cockpit crew, cabin attendants on duty, and properly identified dead heading crew which should be duly reported in the crew manifest. It is prohibited to use uniforms solely for the purpose of bypassing AIRB's passenger charges and/or queuing.
- e. Diplomatic passport holders, under the condition that a diplomatic passport is submitted.
- f. Deportees as requested by IASA (Aruba Immigration) accompanied by a boarding pass, accompanied by an official letter from IASA, or the relevant competent authority on deportees, including a list of all deportees with an official IASA stamp or relevant competent authority stamp.
- g. Passengers who depart from AIRB due to circumstances beyond the control of the airline. If due to weather or technical failure, the aircraft has to return to AIRB or has to make an unscheduled change in destination to AIRB, there will be no passenger charges for the passengers as this is not an originally planned departure.
- h. Flights operated by means of a state aircraft.
- i. United States Forward Operating Personnel (US FOL) in possession of their US FOL ID or any official document.

#### **4.8 Responsibility to submit departure statement (PFC Registration Requirements)**

To calculate the passenger charges, the owner of the aircraft, or the person acting on his/her behalf, should submit to the Authority the departure statement information for each flight in the designated online portal. This statement should be completed truthfully and timely and submitted in a manner that is verifiable by the Authority and subdivided into categories as referred to in Appendix 3. The back-up documentation such as GenDecks, Comp Sheets, etc must be sent via [pfc@airportaruba.com](mailto:pfc@airportaruba.com) and is an integral part of the responsibility to submit the departure statement timely. In case of non-compliance article 7.2 will apply. Reference is also made to the submittal of the departure statement in Article 7 and Appendix 4.

#### **4.9 General Aviation**

At the South side of the airport runway of AIRB there is a GAT. The applicable charges for the use of this GAT will be charged by the operator of the GAT.

### **Article 5 Unforeseen circumstances**

The Authority can at its sole discretion waive the charges as listed in Article 2, 3 and 4 in case of, in its opinion, other circumstances than mentioned in these articles apply.

### **Article 6 Airport Use Agreement**

#### **6.1 Airport Use Agreement**

All scheduled commercial and scheduled charter airlines or aircraft operators are obligated to sign an Airport Use Agreement with the Authority. This Agreement delineates the use by the aircraft operator of the facilities at AIRB and any other financial administrative matters.

In case of a charter or ad-hoc operation an Airport Use Agreement will not be required, but a pre-payment of the estimated aircraft charges and passenger fees will be required.

#### **6.2 Collateral**

The Authority - at its sole discretion - may require from any airline or aircraft operator which is liable for airport charges to provide such collateral as the Authority may deem appropriate for payment of fees and charges which are due (or may become due) from the airline or the aircraft operator. Collateral can be in the form of a bank transfer, bank guarantee or letter of credit from reputable banks. Expenses related to obtaining such collateral will be for the account of the aircraft operator.

Airlines or aircraft operators can also be requested, where circumstances so warrant, to make an advance deposit to guarantee that the airport charges due will be paid.



These specifics of Collateral are dealt with in the Airport Use Agreement.

## **Article 7 Airport Charges Reporting (PFC Registration Requirements)**

### **7.1 Submittal of Departure Statement and LDM or PLM Messages**

The airline, aircraft operator or their designated handling agent must deliver the departure statements with their backup documentation electronically via a website and via the designated email. The steps for submitting backup documentation electronically via a website and email are described in Appendix 4.

### **7.2 Failure to submit Departure Statement**

Failure to submit the requested departure statements including the backup documentation per email, or late submittal hereof, as described in article 4.8, with its backup documentation on the regulated due date and time will result in administrative penalties as delineated in the Airport Use Agreement and as summarized in Appendix 5. No claim letters will be accepted for reversal of these penalties.

## **Article 8 Payment Obligation**

### **8.1. Payment Obligation**

The airline, aircraft user and operator, aircraft owner, or their designated handling agent acting as the authorized owner is jointly and severally liable to pay the airport charges as stated in this document and the Airport Use Agreement. The ground handler will be held responsible for payment of the airport charges if the slot was requested by the ground handler and the airline did not comply with its prompt payment of the applicable airport charges. The airport charges and conditions are communicated by making them available for inspection at the Collections Office of the Authority and by sending them via email (and on request) to users at their stated address when they so request.

### **8.2 Post Payment (Credit) and Fixed Prepayment**

The Authority recognizes two methods of payment which is at the sole discretion of the Authority:

- **Post payment (credit):** The airline is invoiced for its Airport Charges each cycle and pays the Airport Charges by the invoice due date. In order to qualify for "Post Payment (credit)", the airline must have in place with the Authority a signed Airport Use Agreement, a collateral as described in Article 6.2, and in good financial standing/payment behaviour with the Authority.
- **Fixed Prepayment:** In coordination with the Authority and based on the flight schedules, a fixed amount for passenger charges and/or aircraft charges are pre-determined. This fixed amount is paid and agreed on with the Authority in a Fixed Prepayment Arrangement. A final settlement occurs as per the closing of a cycle by means of the final billing.

### **8.3 Post Payment (Credit) and Payment**

The Authority will send an invoice to the registered correspondence or billing address of the airline or aircraft operator per billing cycle which is at least once a month. With the effective date of this Airport Charges Regulations, the Authority will change its current billing cycle to bi-weekly. The first billing cycle of any month will run from the 1<sup>st</sup> calendar day of the month till the 15<sup>th</sup> calendar day of the month. The second billing cycle will run from the 16<sup>th</sup> day of the month till the ending day of that specific month.

The aircraft operator will have to pay its airport charges within fourteen (14) days as of the date of invoice, unless aircraft operator is on a Fixed Prepayment, or unless the Authority indicates a longer period.

When this date falls on a weekend or on an official holiday than the amount must be paid, on the next business day. Failure to pay before, or on the established due dates may result in (collection) interest charges as described in Article 8.4.

The aircraft operator may send in a claim, in case that it does not agree with the invoiced airport charges amount. Such a claim should be sent to the Authority's Finance Unit to the attention of Chief Financial Officer within twenty-one (21) calendar days after the invoice date.

The aircraft operator remains obligated to pay the undisputed portion of the invoiced amount before or on the in this article stipulated due date. Correction resulting from the claim will be settled with a credit note.

#### **8.4 Non-payment of Airport Charges**

The Authority reserves the right in case of non-payment of airport charges to deny check-in services and deny provision of apron services (including slot approvals) to the aircraft (in case this is performed by the Authority). Upon payment of the airport charges due, the Authority will provide the services necessary for the aircraft departure. In addition, financial and/or administrative penalties may apply as delineated in the Airport Use Agreement, at the Authority's sole discretion.

In case an airline does not settle the applicable airport charges by the due date after numerous (legal) reminders and other measures taken, these charges may be sent for external collection, whereby the Authority will claim the legal interest as from the due date of the outstanding amounts as described in the Airport Use Agreement.

### **Article 9 Auditing and Spot Checks**

The Authority staff and personnel or its designated internal and external auditors have the right to count the quantity of departing passengers at AIRB at the gate and/or on the Apron Bus before departure of the aircraft, including the number of exempted passengers.

In addition they have the right to inspect the records of every aircraft operator or by them designated handling agents, in order to audit that the forwarded departure statements, passenger manifests, copy of the weight & balance sheet, load sheet or any other type of sheet in use that provides the total passengers are a true and fair account, at any time before departure.

The Authority will make use of its own access control information and/or SITA Load Messaging System, or other audit mechanisms, to reconcile with the submitted airline's departure statement and back up documentation. Any differences encountered will be requested to be explained by the airline. The airline should substantiate the deviation with proper documentation within twenty-one (21) calendar days of the notification on the reported difference. Aircraft operators/airlines/ground handlers are responsible for administering the number of passengers that have been issued a boarding pass but have not boarded or the flight was cancelled. Any applicable penalties as a result of the Authority initiating a spot check on the reported departing passengers and on the reported evidence will be levied as per the Airport Use Agreement. The Authority reserves the right to perform audits as delineated in the Airport Use Agreement.

The Authority reserves the right to request any other pertinent documentation from the aircraft operator or other sources to perform the audits or spot checks as described in this Article.

### **Article 10 Compliance with Charges and Conditions**

Costs incurred by the Authority because of non-compliance with any condition mentioned in the Airport Charges Regulations may be charged to the airline or aircraft operator.

### **Article 11 Appendices and Headings**

The appendices attached to these Airport Charges Regulations are an integral part thereof. The headings of the various Articles of this agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions thereof.

### **Article 12 Payments and Legal Aspects**



### 12.1 Payments

Payments can be made in AFL or in US\$, using the indicated Applicable Conversion Rate. The Authority will not accept payment in other currencies nor will accept cash as a form of payment.

Payments must be done by one of the following methods:

- Bank transfer to the bank account detailed on the invoice; (bank charges related to such a bank transfer have to be sustained by the aircraft operator and are not to be borne by the Authority);
- Debit and credit card when paying in person at the Authority's Collections Office.

### 12.2 Taxes and changes to Airport Charges Regulations

All rates listed are exclusive of any taxes or levies payable thereon, if any, as long as the Aruban laws provide an exemption accordingly. The Authority has the right to unilaterally change the Airport Charges Regulations and to decrease, increase or abolish current charges and/or to impose additional and/or new charges connected with the use of the airport and its facilities by aircraft operator. The Authority also has the right to amend the current Airport Charges Regulations and to stipulate such new regulations governing these charges at the Authority, in its sole discretion as it deems necessary in connection with the airport use.

### 12.3 Annual price index adjustment

The current Rates & Charges overview (Appendix 2 and 3) will be adjusted, annually, commencing on January 1, 2022, with a percentage equal to the increase in the cost of living index percentage as published by the Government of Aruba over the period of one (1) year immediately preceding. Decreases in the cost of living index will not be taken into consideration. Should there be enough growth in the volume of passenger traffic handled at Aruba Airport in a certain year that would warrant not having to increase the rates and charges for a particular year the Authority will reasonably and responsibly consider such a non-increase. Any rate adjustments for the following year, or not, as a result will be communicated to the Airport Operator by the Authority no later than August 31, 2020 each calendar year. The Authority reserves the right to adjust the Rates & Charges in case of any general increase other than the cost of living of the Rates & Charges at the airport, and the Airport Operator shall be informed of such adjustment at least three (3) months in advance.

### 12.4 Compliance

The aircraft operator is bound by and will comply with such changes to the Airport Charges Regulations and to the current Rates & Charges overview (Appendix 2 and 3) and such additional and/or new charges as may be imposed by the Authority. Aircraft operator is also bound by and will comply with all amendments to the current Airport Charges Regulations and such new regulations as the Authority may stipulate in connection with the use of the airport and its facilities.

### 12.5 Advance notice

The Authority will give the aircraft operator six (6) months advance notice of any changes, amendments or additions to the Landing and Parking Fees, and sixty (60) days advance notice of any changes, amendments or additions to other airport charges as set forth in the Airport Rates & Charges overview (Appendix 2 and 3), and Schedule of Charges and Regulations, before such changes, amendments or additions become effective.

## **Article 13 Applicable Law and Settlement of Disputes**

All rights, obligations and disputes arising under the present 'Airport Charges Regulations' and appendices are exclusively subject to the provisions of Aruban law. Any disputes will be submitted only to the judgement of the authorised Court in the First Instance of Aruba.

**Article 14****Effective Date**

These Aruba Airport Authority N.V. Airport Charges and Regulations are effective as of July 1, 2021.



Joost Meijs

Chief Executive Officer

Aruba Airport Authority N.V.

Date: December 15, 2020



## Appendix 1 Definitions

Terminology	Definition
24-hour period	A period of 24 hours, starting from the time of parking of an aircraft at AIRB.
AIRB	Aeropuerto Internacional Reina Beatrix. The airport designated as such as per article 12 of the Aviation Act. ("Luchtvaartverordening")
Aircraft	Any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth's surface.
Aircraft Parking	Parking an aircraft in the open air at a location at AIRB
Airline ticket	An airline ticket is a (electronic) document, created by an airline or a travel agency, to confirm that an individual has purchased a seat on a flight of an aircraft.
Airport Charges	The fees and charges levied on the airlines by AAA for the use of the airport
AMU	The Authority's Apron Management Unit that regulates the activities and the movements of aircraft and vehicles on the apron and manages the availability of parking stands or positions for all aircraft on the apron areas of AIRB
Applicable Conversion Rate	When paying in Aruban Florins, all Airport Charges as described in these Airport Charges Regulations are converted into United States Dollars (US\$ or USD). The conversion rate is: US\$ 1.00 = AFL 1.79
Cargo	Any property carried on an aircraft other than mail, stores and accompanied or mishandled baggage
Cargo Aircraft	Any aircraft, other than a passenger aircraft, which is carrying goods or property.
Certificate of Airworthiness	The valid certificate of airworthiness issued by the competent authorities of the aircraft, or the certificate of equivalence issued by the competent authorities under an international convention. For the purpose of this document, the Certificate of Airworthiness shall also be understood to mean the limitation of use (such as the maximum permissible total weight) relating to the aircraft under the said certificate laid down in the Flight Manual approved by the competent authorities
Charter flight	See definition for 'Non-scheduled revenue operations'
Commercial flight	An aircraft operation involving the transport of passengers, cargo or mail for remuneration or hire (ICAO Annex 6, Part 1, Chapter 1).
CUSS kiosks	Common Use Self Service (check-in) kiosks.
Derelict aircraft	Aircraft without a current Certificate of Airworthiness or current Maintenance Release as granted by the Department of Civil Aviation (DCA) parked on any part of the AIRB premises, except for aircraft that are accommodated within leased boundary/premises.
Enplaned Passenger	A passenger boarding an aircraft
Flight Training/ Instructional Flight	Flights for the specific purpose of flight training and check by an institution other than an airline



Terminology	Definition
Gate Handling	When an aircraft is parked at an aircraft stand at the gate and passengers use a passenger bridge to cover the distance between the aircraft and the terminal (and vice versa).
General Aviation	(i) all civil aviation operations other than scheduled air services and non-scheduled air transport operations for remuneration or hire; and does not operate under an Air Operator' Certificate (AOC).
	(ii) aircraft of United States and foreign military or governmental operators (other than nationalized aircraft) not authorized by The Authority to provide their own personnel and facilities for fuelling and handling services;
	(iii) any other type of aircraft that may be mutually agreed upon, in writing, by the Authority and the GAT Operator.
GAT	General Aviation Terminal
ICAO	International Civil Aviation Organization.
Instrument Flight Check	A flight conducted by the pertinent authority in accordance with the instrument flight rules for the purpose of calibrating navigational instruments and other related equipment
Mail	Mail which is loaded or unloaded at the airport, excluding military mail
MTOW	Maximum Take Off Weight (MTOW). The maximum certified take-off weight, i.e. the maximum permissible total weight in kilograms with which the aircraft is authorised to take off under the most favourable conditions in accordance with the Certificate of Airworthiness.
Military or State aircraft	Operations or aircraft of the armed forces or states other than those for remuneration which should be covered under public transportation operations, as approved by the Governor of Aruba and issued by the DCA when it is not a Dutch military aircraft (note: no approval is necessary for military or state aircraft of the Kingdom of the Netherlands). Military flights/personnel making use of commercial aircraft is not considered a military flight
Non-scheduled revenue Operations	Charter flights and special flights performed for remuneration other than scheduled flights.
Owner	The owner, holder, or user of an aircraft, or their respective authorised representatives
Off-chocks/time	Exact time when chocks are removed from nose and main gears of an aircraft that is ready for engine start-up and departure.
Overstay Aircraft	Aircraft that are being overhauled and reconstructed and which is parked at a designated location with the approval of the Authority for a specific period.
Parking period	A parking period is defined as the total time period the aircraft stays at the airport starting at its on-chock time and ending at its off-chock time as registered by the AMU.
Passenger	Occupant of an aircraft seat, not acting as an active aircraft's crew and co-flying dead-heading crew



Terminology	Definition
Remote Handling	When an aircraft is parked at an aircraft stand at the gate or at a remote stand and passengers cover the distance between the aircraft and the terminal (and vice versa) by bus or on foot. The handling of all cargo flights is considered as remote handling.
Scheduled air service	An air service open to use by the general public and operated according to a published timetable or with such a regular frequency that it constitutes an easily recognizable systematic series of flights which are open to direct booking by members of the public (ICAO DOC 9626).
Search & Rescue Aircraft	An aircraft provided with specialized equipment suitable for the efficient conduct of search and rescue missions.
Sight Seeing	A flight for the carriage of passengers by air for remuneration which returns to the departure point, without making any type of landing and/or stop over at another airport and/or landing strip other than AIRB
Technical Return	A flight experiencing technical malfunctioning after chocks off or departure and in need of a return to the airport of departure
The Authority	Aruba Airport Authority N.V. or AAA
US Transfer Passenger	A passenger arriving at and departing from the airport on a different aircraft or on the same aircraft under a different flight number, whose main purpose for using the airport is to effect a transfer to the US by making use within 24 hours of the Departure processes (making use of the transfer area), excluding check-in process, and the US pre-Clearance facilities at AIRB are considered US transfer passenger. Unlike a NON-US Transfer Passenger, the US Transfer Passenger must stay within the restricted airport terminal areas and cannot enter at passport/access control prior to Local Immigration out when starting his/her travel from the airport.
Non US Transfer Passenger	A passenger arriving at and departing from the airport on a different aircraft or on the same aircraft under a different flight number or the same flight number, whose main purpose for using the airport is to effect a transfer (origin <sup>1</sup> destination for a period up to 24 hours; determined based on scheduled arrival time and scheduled departure time).
Transit Passenger	A passenger arriving at the airport on a through flight and subsequently departing the airport on the same aircraft or on a replacement aircraft with the same flight number, without having left the arrival customs area and the flight must be operated under one (landing) permit issued by DCA in accordance with a bilateral agreement. Passengers making use of any of the US pre-Clearance facilities at AIRB or GAT are not considered transit passengers.
Weather	A condition of unfavourable meteorological conditions, directly affecting the operation of aircraft

## Appendix 2 Aircraft Related Rates & Charges Overview (in USD)

Aircraft types are classified according to the average MTOW of that specific aircraft model. New aircraft that land at AIRB and that are not yet classified, will be classified based on their MTOW given in the Aircraft Noise Certification.

MTOW class	Weight in kilograms
1	Between 0 (zero) and 10,000
2	Between 10,000 and 40,000
3	Between 40,000 and 70,000
4	Between 70,000 and 100,000
5	Between 100,000 and 180,000
6	Over 180,000

MTOW class											
1		2		3		4		5		6	
Description	ICAO	Description	ICAO	Description	ICAO	Description	ICAO	Description	ICAO	Description	ICAO
Beechcraft 1900	B190	Aerospatiale	AT43	Airbus A318	A318	Airbus A321 neo	A21N	Boeing 757F	B752	Airbus A330-200	A332
Beech / Beechcraft	BE99	ATR 42-300 / 320		Boeing 737-300	B733	Airbus A319	A319	Boeing 767-200	B762	Airbus A330-300	A333
99 Airliner		Aerospatiale ATR 72	AT72	Boeing 737-400	B734	Airbus A320	A320			Boeing 767-300	B763
Pilatus Britten	BN2P	Canadair Reg Jet 200	CRJ2	Boeing 737-500	B735	Airbus A321	A321			Boeing 787-8	B788
BN-2A/B Islander		De Havilland	DH8C	Douglas DC-9-30	DC93	Boeing 727-200	B722			Boeing 787-9	B789
Cessna 208 Caravan	C208	DHC-8-300 Dash 8		Embraer 190	E190	Boeing 737-700	B737				
De Havilland DHC-6	DHC6	Embraer EMB 120	E120	Fokker 70	F70	Boeing 737-800	B738				
Twin Otter		Embraer RJ145	E145			Boeing 737-900	B739				
Piper PA-31 Navajo	PA31	Fokker 50	F50			Boeing 737 Max 7	B37M				
		Saab SF340A/B	SF34			Boeing 737 Max 8	B38M				
						Boeing 737 Max 9	B39M				
						Boeing 737 Max 10	B3XM				
Charge is US\$ 20.00 per landing.		Charge is US\$ 60.00 per landing.		Charge is US\$ 170.00 per landing.		Charge is US\$ 225.00 per landing.		Charge is US\$ 310.00 per landing.		Charge is US\$ 650.00 per landing.	
Free parking first 30 minutes. After that US\$ 3.00 per hour or part thereof.		Free parking first 45 minutes. After that US\$ 10.00 per hour or part thereof.		Free parking first 60 minutes. After that US\$ 20.00 per hour or part thereof.		Free parking first 60 minutes. After that US\$ 35.00 per hour or part thereof.		Free parking first 90 minutes. After that US\$ 50.00 per hour or part thereof.		Free parking first 90 minutes. After that US\$ 65.00 per hour or part thereof.	

Derelict or Non-Operational Charge	Charge
This charge is for aircraft parked on any part of the airport premises without a current Certificate of Airworthiness or current Maintenance Release granted by the Department of Civil Aviation (DCA).	US\$ 100.00 per day that the derelict aircraft is parked in the airport premises after 90 days' notice of removal.

Overstay Charge	Charge
This charge is for aircraft that are being overhauled and reconstructed and which is parked at a designated location with the approval of the Authority for a specific period.	US\$ 0.25 per kilogram tons of MTOW.



**Appendix 3 Passenger Related Charges Overview (in USD) – Effective July 1, 2018**

Passenger Charge Components	Abbr.	Rates & Charges	US Pre-cleared enplaned passenger on originating flight from Aruba	US Pre-cleared enplaned passenger on "transfer" flight via Aruba	Enplaned passenger who transfers aircraft within 24 hours of arrival time	Enplaned passenger on an originating flight to Bonaire from Aruba	Enplaned passenger on an originating flight to Curacao and Sint Maarten from Aruba	Passengers to all other destinations
Passenger Facility Charge	PFC	\$ 23.00	\$ 23.00				\$ 23.00	\$ 23.00
General Usage Charge	GUC	\$ 21.25	\$ 21.25					\$ 21.25
Security Surcharge	SEC	\$ 3.00	\$ 3.00			\$ 3.00	\$ 3.00	\$ 3.00
Special Facility Charge	SFC	\$ 5.25	\$ 5.25					
Transfer - US	TRSFR US	\$ 32.50		\$ 32.50				
Transfer - NONUS	TRSFR NONUS	\$ 16.00			\$ 16.00			
Passenger Facility Charge - BON	PFC-Bon	\$ 8.75				\$ 8.75		
General Usage Charge – CUR/BON/SXM	GUC – CUR/BON	\$ 8.25				\$ 8.25	\$ 8.25	
<b>Total per type of enplaned passenger</b>			<b>\$ 52.50</b>	<b>\$ 32.50</b>	<b>\$ 16.00</b>	<b>\$ 20.00</b>	<b>\$ 34.25</b>	<b>\$ 47.25</b>



## Appendix 4 Electronic submission of departure statement

- Departure statements should be submitted electronically via the assigned network from SITA (online portal AMS Web).
- The access to the network for providing departure statements electronically needs to be arranged by sending an email to [pfc@airportaruba.com](mailto:pfc@airportaruba.com). Access to this network is computer based.
- For logging-in an airline needs to go to the designated page <https://amsweb.airportaruba.com> in a web browser and provide an username and a password.



- When logged in successfully a screen with the flights of your specific airline is displayed.

[illegible]

- The date range can be adapted to see only a select number of flights.
- Selecting a flight and clicking on 'edit' opens up another screen.

**Airlines**

**Flight Info** ▼

Regulation: N325AN  
Aircraft Type: 730  
Route: MIA  
Scheduled: 27 Jul 16 09:32

**Passengers**

Luggage: 100  
Cabin: 0  
Infants: 0  
Total: 0

MIA Transfer: 0  
Cabin/Baggage: 0  
Transfer: 0

Other Transfer: 0  
Passenger: 0  
Other: 0

Buttons: Save, Save & Exit, Close

- Here the passenger info can be entered into the various categories. When finished, the airline clicks on 'save' and then 'close' or 'save and exit'. When doing so for the first time a time stamp is created in the system and a timer starts running. Up till 24 hours after the time stamp is created the flight is still available to an airline to enter changes to the provided passenger counts. When the 24 hours has passed the flight will not be visible anymore to the airline, and no changes can be made anymore.
- The supporting documentation (loadsheets, GenDec, pax list, etc.) also needs to be forwarded within the 24 hours by the airline to the email address of the Authority at: [pfc@airportaruba.com](mailto:pfc@airportaruba.com). Date and time of receipt of that email with complete documentation counts as date and time of delivery. When forwarded too late the flight will be considered as non-compliant to article 7 as per these Airport Charges Regulations.

## Appendix 5 Administrative penalties (22, 23 and 24)

- (A) If aircraft operator/airline fails to file the departure statement for PFC collection, or the weight & balance sheet, the load sheet or such other sheet with total passenger information about the departing flight, in the manner and time frame set forth by the Airport Charges-Regulations, and if this default is not cured within 1 day after receipt of a 1<sup>st</sup> reminder sent by the Authority to aircraft operator/airline, then the Authority may charge aircraft operator/airline a flat rate penalty of AWG 1000,= for each day during which the delay in fulfilling the above filing and reporting obligations continues. This flat rate penalty is without prejudice to the rights of the Authority to enforce compliance with filing and reporting obligations of aircraft operator/airline.
- (B) If aircraft operator/airline fails to fulfill the PFC registration requirements in the manner and within the time frame set forth in the Airport Charges-Regulations, then the Authority may charge aircraft operator/airline a flat rate penalty of AWG 1000,= for each day during which the failure and delay of aircraft operator/airline to comply with the PFC registration requirements, in the manner and time frame set forth in the Airport Charges-Regulations, continues. This flat rate penalty is without prejudice to the rights of the Authority to enforce compliance with the registration obligations of aircraft operator/airline.
- (C) In the event aircraft operator/airline fails to comply with the obligation to notify the Authority about any change in its business or flight data in the manner and within the time frame required by the Airport Charges-Regulations, the Authority may charge aircraft operator/airline a flat rate penalty of AWG 1000,= per day, for each day during which the delay and failure of aircraft operator/airline to comply with these notification requirements continues. This flat rate penalty will be without prejudice to the right of the Authority to enforce compliance with aircraft operator/airline's notification obligations about changes in business or flight data.

