
Dublin Airport GROWTH Incentive Scheme 2017-2019 (“the Scheme”)

1. Scheme Outline

The Scheme offers a retrospective rebate of the Passenger Service Charge¹ for incremental traffic above the level of the preceding calendar year (i.e. the threshold will be adjusted each year to reflect the prior year’s achievement). The initial threshold will be the actual traffic that was recorded at Dublin Airport in 2016. Upon exceeding the level of traffic that was recorded in the previous year, the Dublin GROWTH Incentive rebate will be awarded to eligible airlines that demonstrate growth and will be distributed based on each operator’s² proportion of the overall positive growth.

Example: If 2017 total annual traffic exceeds the total number of passengers recorded at Dublin Airport in 2016, daa plc (“daa”) will rebate the average passenger revenue applicable to each specific airline for their proportionate contribution to the total passengers in excess of the 2016 number. The average passenger revenue will be calculated by dividing the net total passenger revenue (Total net Passenger Service and Transfer charges) for each airline by the total passengers (arriving and departing) carried by each airline in the year. The Dublin GROWTH Incentive rebate will be awarded to those operators demonstrating growth at Dublin Airport during the 2017 calendar year. The Scheme will continue in 2018 and 2019.

2. Terms

- a) The Scheme will run for a term of three years from 2017 to 2019 (the “Term”).

- b) When traffic at Dublin Airport in any year during the Term exceeds the level of traffic that was recorded during the previous calendar year, operators will be rebated retrospectively, based on their contribution to the overall incremental positive growth at Dublin Airport.

¹ The average passenger revenue for each eligible airline will be used in order to account for contact/remote stand usage, route support scheme discounts and transfer passengers. Calculated as an airline’s total of net passenger and transfer charges divided by the Total Passengers in the relevant year.

² For the purposes of the Scheme ‘operator’ refers to commercial scheduled carriers and non-scheduled/charter carriers with more than 150,000 passengers in the relevant year at Dublin Airport.

- c) The threshold to be exceeded by operators for 2017 is set at the total level of traffic recorded at Dublin Airport in 2016. In order for a Dublin GROWTH Incentive rebate to be awarded to an individual operator for 2018 or 2019, the overall level of passenger traffic recorded at Dublin Airport must be in excess of the overall level of passenger traffic recorded by daa during 2017 or 2018 respectively.
- d) The Dublin GROWTH Incentive rebate will be awarded to operators that grow their passenger traffic over the previous year, subject to Dublin airport/daa achieving the overall growth in passenger numbers required over the previous year's passenger numbers.
- e) The total monetary value of the Dublin GROWTH Incentive rebate will be capped at the level of overall growth at Dublin Airport from the previous year as a whole.

3. Eligibility

- a) The Scheme will apply to airlines that carry a minimum of 2,000 commercial scheduled passengers annually and operate at Dublin Airport for all or part of the period during 2017-2019³.
- b) The scheme will only apply to passengers carried on aircraft with a minimum capacity of 50 passenger seats.
- c) Operators that cease operations completely at Dublin Airport during a calendar year period will not be eligible to a Dublin GROWTH Incentive rebate relating to that calendar year.
- d) Seasonal operators that are eligible for a Dublin GROWTH Incentive rebate will receive the Dublin GROWTH Incentive rebate when the seasonal operation re-commences during the following calendar year in the event that their account is fully paid up to date and no arrears exist.

³ The GROWTH Incentive Scheme 2017-2019 applies to commercial scheduled traffic and charter flights from carriers with more than 150,000 passengers in the relevant year at Dublin Airport.

- e) Growth that has been solely generated as a result of an airline switching capacity between daa airports with no net benefit to daa, will not be eligible for a Dublin GROWTH Incentive rebate. Similarly, growth that has been solely generated as a result of an airline switching capacity between related companies and/or operators, with no net benefit to daa, will not be eligible for a Dublin GROWTH Incentive rebate.
- f) The Scheme will apply or continue to apply only as long as:
- i. the qualifying criteria for the Scheme are met;
 - ii. an operator is fully compliant with the Dublin Airport Charges, including the Terms and Conditions;
 - iii. invoices for all airport charges and any other fees or costs incurred by daa in respect of any services provided by daa to the operator are duly paid (including adhering to credit terms in respect of all daa invoices, unless daa, in its absolute discretion, shall otherwise determine);
 - iv. any amounts determined as due to daa as part of the outcome of any legal process are paid; and
 - v. all other contractual agreements in existence between an operator and the daa are adhered to in full and all applicable licence agreements and other commercial arrangements are completed, signed off and are being adhered to in full.

Where an operator is found to be in breach of the above requirements, daa reserves the right to proportionately reduce the level of rebate otherwise due under the Scheme applicable to invoices payable by the operator.

4. Financial Conditions

- a) Operators will be invoiced at standard airport charge levels. Details of these charges are set out in the document entitled “Dublin Airport Charges, including Terms and Conditions⁴”.

⁴ <https://www.dublinairport.com/regulation-and-planning/airport-charges/charges-2017>

- b) Payments due to daa shall be made in full without deductions. Without the express written consent of daa, the operator shall not be entitled to make any off-set against or deduction from the charges invoiced, in respect of any claim that an operator may have against daa or otherwise. In such an event, a Dublin GROWTH Incentive rebate will not be made.
- c) The payment of any amount due under the Scheme, less any applicable deductions, will be made by daa in instalments as may be advised from time to time. The choice of payment method will be at the discretion of daa.
- d) Dublin GROWTH Incentive Scheme rebates will be made to the operator/company that daa invoices for the operation. In the event of code-share agreements, daa will rebate the party that receives the invoices and is not responsible for any subsequent re-distribution of the rebate or resolving in any way any dispute that may arise in this regard.
- e) For the avoidance of doubt Qualifying Charges do not include the following charges: (i) aircraft parking charge; (ii) airbridge use charge; (iii) runway movement charge (iv) charges introduced either previous to this scheme or subsequent to its introduction by daa in compliance with National or European legislation; (v) charges introduced by the Commission for Aviation Regulation; (vi) charges relating to additional services provided by daa, including but not limited to, the persons with reduced mobility charge, (vii) charges set out in the current Miscellaneous⁵ Charges Booklet or (viii) any environmental-related charge. In the event of a new charge being introduced by daa during the course of the Scheme, the charge introduced will not be included in the rebate, unless otherwise stated by daa.

5. General Conditions

- a) daa will complete periodic reviews of the Scheme. daa reserves the right to withdraw the Scheme or amend the terms and conditions document at any time in respect of any qualifying individual airline.

⁵ <https://www.dublinairport.com/regulation-and-planning/airport-charges/charges-2017>

- b) If daa makes any amendment, it shall publish the amended Scheme on its website. Operators should refer on a regular basis to the Dublin Airport website to be aware of any changes made to the Scheme.

- c) Airlines are responsible at all times for making their own decisions on the matters referred to in this document and the daa bears no responsibility for individual decisions by airlines to commence, alter or cancel services or operations.

6. Contact Details

If you have any queries regarding the Scheme or any of the terms and conditions, please contact rssaps@daa.ie.