



Schedule of Airport Charges and Payment Policy

Bangalore International Airport Ltd. (BIAL)



Schedule of Airport Charges and Payment Policy

SACPP/BIAL/2009

Version 1.2

Revision / Document History

Ver.	Date	Changed by	Modifications
1.0	28.11.2008	BIAL	Created
1.1	16.01.2009	BIAL - Airline Marketing and Aviation Charges	Inserted Cl. 7 -Discount on Landing Charges
1.2	21.05.2009	BIAL - Airline Marketing and Aviation Charges	Changed Cl. 9.1 - Collection charges for UDF from domestic embarking passengers



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Terms and Abbreviations

AC	Airport Charges
AO	Airline Operator
ATS	Air Transport Services
BIA	Bengaluru International Airport
BIAL	Bangalore International Airport Limited
NSATS	Non - Scheduled Air Transport Services
SACPP	Schedule of Airport Charges and Payment Policy
SATS	Scheduled Air Transport Services
PSF	Passenger Service Fee
UDF	User Development Fee



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1. Objective

This document is published as a guide to the Schedule of Airport Charges and Payment Policy for using the facilities at BIA by the Airline Operator.

2. Applicability

The Schedule of Airport Charges and Payment Policy shall be applicable for all Airlines given below:

- a) Scheduled Air Transport Services (Passenger & Cargo);
- b) Non- Scheduled Air Transport Services (Passenger & Cargo);

3. Responsibility

BIAL is responsible for planning, implementation and controlling the procedure of Airport Charges and Payment Policy.

4. Airport Charges

The AC shall include landing, parking, housing, PSF, UDF, aerobridge charges, etc., as detailed in **Appendix 1 - Schedule of Airport Charges**.

4.1 Invoicing & Payment Period for Scheduled Air Transport Services (Passenger & Cargo)

- a. The domestic and international SATS (Passenger & Cargo) operator shall be invoiced once in every fifteen (15) days. The invoicing dates shall be the 3rd and 18th of every calendar month for the relevant invoicing period.
- b. Payments shall be effected against BIAL invoices within the due date mentioned on the invoices, without any deductions.
- c. Without prejudice to any other rights or remedies to which BIAL is entitled, if AO fails to make the payment of the invoiced amount in full within the applicable due period, the unpaid amount will be considered as overdue outstanding from AO to BIAL, and a delay interest charge of two percent (2%) per month shall be charged. The interest shall be charged on the unpaid amount for each 30-day period or part thereof.
- d. The AC is exclusive of all taxes, duties, cess or by whatever name imposed/defined.
- e. The above referred Invoices shall include applicable taxes, duties, cess, etc., in addition to AC.

4.2 Payment Period for Non-Scheduled Air Transport Services (Passenger & Cargo)

- a. The domestic and international NSATS (Passenger & Cargo) operator shall pay the applicable AC together with taxes, duties, cess, etc. before the aircraft departs from BIA.

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- b. The domestic and international NSATS (Passenger & Cargo) operator may opt for credit period of 15 days, then all the invoiced amount shall be payable within due date mentioned in the invoice without any discount. Without prejudice to any other rights or remedies to which BIAL is entitled, the delayed payment will attract interest at the rate of two percent (2%) per month or part thereof. The above referred invoices shall include applicable taxes, duties, cess, etc., in addition to AC.

5. Security Deposit

Scheduled Air Transport Services (Passenger & Cargo)

- a. The domestic and international SATS (Passenger & Cargo) operator shall provide an interest-free-deposit equivalent to two (2) months projected invoice amount. BIAL reserves the right to revise the security deposit amount at any time, based upon payment history of AO.

Non- Scheduled Air Transport Services (Passenger & Cargo)

- b. The domestic and international NSATS (Passenger & Cargo) operator will be allowed to avail a credit period of 15 days from the date of invoice, provided NSATS shall pay BIAL a security deposit equivalent to the invoice amount for projected three (3) months operations. However, in case of infrequent operation, the amount of security deposit will be determined by BIAL.

The above referred security deposit shall be payable either by a demand draft / banker's cheque or unconditional bank guarantee valid for a minimum period of one (1) year issued by a reputed bank from any branch in India. Security deposit from NSATS shall be accepted only by means of demand draft / banker's cheque or cash.

6. Overdue Payment

- 6.1 AO shall ensure that, the necessary internal approvals are organized so that, BIAL receives the transfer of money to its bank account in India within the due date mentioned in the respective invoices.
- 6.2 If payment is not received within the due date, the unpaid amount shall be considered a case of overdue outstanding from AO to BIAL.
- 6.3 On account of delayed payment, if the outstanding due and the interest accrued thereon exceeds the amount of the security deposit, such outstanding due and interest will be adjusted against the security deposit. BIAL will notify AO on the changes in credit status on exhaustion of the security deposit.
- 6.4 Pursuant to clause 6.3, AO shall be allowed to avail the facilities at BIA, only on payment of the applicable AC before the aircraft departs from BIA. Such arrangement shall continue until the outstanding dues are paid to BIAL.
- 6.5 In the event, AO does not furnish security deposit, and delays the payment of the invoiced amount in full for more than thirty (30) days, AO will be allowed to avail the facilities only on payment of AC before the aircraft departs from BIA.

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- 6.6 The credit status may be restored at the sole discretion of BIAL, after AO pays all its outstanding dues and makes good the security deposit to BIAL.
- 6.7 Without prejudice to any other rights or remedies to which BIAL is entitled, if AO fails to make the payment of the invoiced amount in full within the applicable due date, the unpaid amount will be considered as overdue outstanding from AO to BIAL, and a delay interest charge of two percent (2%) per month shall be charged on the unpaid amount. The interest shall be charged on the unpaid amount for each 30-day period or part thereof.
- 7. Discount on Landing Charges**
- 7.1 The domestic SATS operator will be entitled for a discount on Landing Charges at the rate of fifteen percent (15%) of Landing Charges, provided BIAL receives the invoiced amount in full from SATS operator within the due date mentioned in the invoice. The discount so payable to SATS operator will be adjusted by credit note during the subsequent billing cycle. This is effective for landings from 1st January 2009. However, no discount will be applicable, if the SATS operator fails to make the payment within the aforesaid applicable time limit/credit period or in case of part payment of the invoice amount.
- 8. Collection Charges on PSF (Facilitation and Security)**
- 8.1 The domestic and international SATS (Passenger) operator will be entitled for Collection Charges at the rate of two point five percent (2.5%) of PSF per embarking passenger, provided BIAL receives the invoiced PSF amount in full from SATS operator within the due date mentioned in the invoice. The collection charges so payable to SATS operator will be adjusted by credit note during the subsequent billing cycle. However, no collection charges will be payable by BIAL to the SATS operator, if the SATS operator fails to make the PSF invoice payment in full within the aforesaid applicable time limit/credit period or in case of non-payment/partial payment of previous invoice amounts.
- 8.2 The domestic and international NSATS (Passenger) operator will not be entitled for the Collection Charges.
- 9. Collection Charges on User Development Fee**
- 9.1 The domestic and international SATS (Passenger) operator will be entitled for Collection Charges of Rs.5/- (Rupees five only) per embarking passenger, provided, BIAL receives the invoiced UDF amount from the SATS operator within the due date mentioned in the invoice. The collection charges so payable to the SATS operator will be adjusted by credit note during the subsequent billing cycle. However, no collection charges will be payable by BIAL to the SATS operator, if the SATS operator fails to make the UDF invoice payment within the aforesaid applicable time limit/credit period or in case of part payment of the previous invoice amount.



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9.2 The domestic and international NSATS (Passenger) operator will not be entitled for the Collection Charges.

10. General Provisions

10.1 All AOs must comply with this SACPP as applicable from time to time. BIAL will advise regularly by e-mail or other means, of any changes to SACPP.

10.2 SACPP may be modified by at any time at BIAL's sole discretion.

10.3 If any provision of SACPP or application thereof to any AO, is or are held to be invalid or unenforceable to any extent, the remainder of this SACPP and the application of such provision to AO or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and remaining provision of this SACPP shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this SACPP shall be replaced with a provision, which is valid and enforceable.

10.4 The SACPP contain the entire understanding with respect to the AC Payment and Collection Charges, and replaces all prior understandings, promises, representations whether written or oral, relating thereto.

10.5 Any differences whatsoever, in respect of, concerning, touching or arising out of this SACPP, shall be referred to a sole Arbitrator appointed by BIAL. The arbitration proceedings shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof, for the time being in force. The arbitration proceedings shall be held at Bangalore.