



AIR NAVIGATION SERVICES ARUBA N.V. GENERAL TERMS AND CONDITIONS

1. GENERAL

Air Navigation Services Aruba N.V. (ANSA) is a limited liability company owned by the Government of Aruba, established and incorporated on December 3, 2014. ANSA provides air navigation services to all airlines in Aruba, pursuant to the Privatization Agreement (“Verzelfstandigingsovereenkomst Air Navigation Services Aruba N.V.”) between the Aruban Minister responsible for aviation and the C.E.O. of ANSA dated December 16, 2014.

The main reasons for the privatization were to eliminate the investment backlog, ensure reliability and continuity of services, improve performance in terms of safety, efficiency and productivity and the need for organizational separation between safety oversight and service provider. The air navigation services, formerly provided by the Department of Civil Aviation (DCA), are now the responsibility of ANSA, whereas DCA kept the oversight duties of air navigation services, as recommended by ICAO. ANSA started its operations on January 1, 2015.

2. SERVICES

ANSA’s mission is to provide safe, efficient and reliable air navigation services to the aviation industry within the Beatrix Control Zone. ANSA’s vision is to become a regional leader in the provision of air navigation services with the highest standards. ANSA’s primary tasks and duties are: air traffic control (approach and aerodrome) services within the Beatrix Control Zone, aeronautical information services and services related to communication, navigation and surveillance systems.

3. CHARGE

In order to provide the above services ANSA charges as of January 1, 2015 the ANS Charge.

ANS Charge formula:

$$F = \text{US\$ } 10.00 + 0.0055 * M, \text{ with } F \geq \text{US\$ } 70.00$$

As of January 1, 2016 the ANS Charge has been lowered with 5%.

Modified ANS Charge formula:

$$F = \text{US\$ } 9.50 + 0.005225 * M, \text{ with } F \geq \text{US\$ } 66.50$$

Where:

F: The charge in US Dollars, with a minimum of US\$ 70.00 for 2015 and US\$ 66.50 as of January 1, 2016. The charge is applicable to each landing and takeoff cycle.

M: The aircraft maximum takeoff weight (MTOW) in kilograms (kg).

Note: Conversion rate between local currency Aruban Florins (AWG) against US Dollars is AWG. 1.79 = US\$ 1.00

Reference is made in this regard to the ICAO doc 9082 entitled: “*ICAO’s Policies on charges for Airports and Air Navigation Services*”, *Ninth Edition – 2012*. This ICAO doc 9082 is a recommendation/policy guideline and thus not a requirement and is not mandatory. ANSA, however, has adopted this guideline and will keep the costs as low as possible, without jeopardizing the operation, in order to comply with ICAO’s cost basis principles related to the ANS Charge and to guarantee the lowest charge possible. This has been included in ANSA’s privatization agreement with the Government. The ANS Charge is to cover the operational costs & investments. Any profit made shall not be paid as dividend but shall be used solely for the financing of air navigation services infrastructure, in compliance with ICAO doc 9082 Section III, paragraph 3.vi: “*Air navigation services may produce sufficient revenues to exceed all direct and indirect operating costs and so provide for a reasonable return on assets (before tax and cost of capital) to secure efficient financing for the purpose of investing in new or enhanced air navigation services infrastructure.*”

4. INVOICE AND COLLECTIONS

Commercial scheduled and non-scheduled airlines, which have been granted credit, were invoiced on a monthly basis by the Aruba Airport Authority N.V. till May 31, 2015.

Effective June 1, 2015, all commercial scheduled and non-scheduled airlines are invoiced on a monthly basis by ANSA.

All amounts are due and payable within 14 days of the invoice date.

Effective January 1, 2017, all commercial scheduled and non-scheduled airlines which have not been granted credit (on cash basis), are to pay weekly directly to ANSA thru wire transfer or by way of check delivered to the ANSA premises, unless otherwise agreed with the airline.

General aviation aircrafts shall pay per flight before departure at Universal Aviation Aruba N.V.

Note: any undescribed payment will be applied to the oldest dues.

5. NON PAYMENT OF ANS CHARGE

- a. If an airline is in default with payment of the ANS Charge or in the event an airline fails to make full and timely payment of the ANS Charge (invoice of an airline with credit is Past Due or an airline on cash basis is not paying the daily flights), ANSA will give the airline a written notice (Notice of Default) thereof.
- b. In the event the Notice of Default (with or without a deadline for payment) does not result in actions as described in said notice by the airline, a reminder (Reminder of Default) will be send by ANSA. In this Reminder of Default a meeting (Collection Meeting) can be requested to discuss immediate payment of the arrears or reach an agreement on a payment schedule.
- c. If an airline shows non-compliance with the Reminder of Default and/or any agreement reached during the Collection Meeting, ANSA will stop the air navigation services to said airline, which means that the aircraft pertaining to said airline cannot depart from the airport. Airlines will receive a written notice (Notice of Temporary Service Suspension) hereof with a term of 7 days before this measure goes into effect.

- d. The Notice of Temporary Service Suspension will be withdrawn after confirmed full payment of the arrears within the term of 7 days of said notice.
- e. If no payment has been received within the term of 7 days after the Notice of Temporary Service Suspension, the temporarily suspended services will be resumed after confirmed full payment of the arrears.
- f. In deviation of 5.e., and only in exceptional cases at its sole discretion, ANSA may decide to resume the temporarily suspended services if at least 50% of the arrears is paid (confirmed) and an additional agreement is reached to offset the remainder of the arrears.

6. APPLICABLE LAW AND COMPETENT COURT

This General Terms and Conditions will be governed by Aruban law exclusively. ANSA and the airlines shall first try to resolve any dispute relating to or arising from this General Terms and Conditions through good faith negotiations. If they are unable to resolve the dispute through negotiations, the dispute shall be submitted to and will be settled/decided by the competent Aruban Courts exclusively.

7. CONTACT INFO

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