



# *Economic Regulations*

**NCAA NOTICE OF PROPOSED RULE MAKING (NPRM)**



## **CIVIL AVIATION AIR TRANSPORT ECONOMIC REGULATIONS**

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### **Part 18 of NIGERIA CIVIL AVIATION REGULATIONS**

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## 18.1 *General*

### 18.1.1 **Promulgation**

18.1.1.1 Pursuant to Section 30(5) of the Civil Aviation Act, 2006, the Nigerian Civil Aviation Authority [*hereinafter referred to as the Authority*] hereby makes the following Regulations:

### 18.1.2 **Applicability**

18.1.2.1 **This part** shall apply to all persons who:

- (i) engage in air transport operations for hire and reward, or non-commercial private operations;
- (ii) engage in allied aviation services, including ground handling services, catering, travel agency, cargo operations, fuel marketers, equipment leasing, agents of foreign airlines, and other related aviation services; and
- (iii) engage in the conduct of air transport operation either from or to Nigeria by Nigerian and foreign carriers.

18.1.2.1 (Suggested alternative text.)

- (i) Licensing of scheduled, non scheduled air transport operations, non-commercial private flight operations and conduct of foreign airline operations.
- (ii) Economic monitoring of airlines, aerodromes air navigation services and other aviation and allied aviation service providers.
- (iii) Billing and reconciliation of accounts arising from commercial Agreements.
- (iv) Regulation of Aviation charges and other related charges by aerodrome operators, air navigation, meteorological and other allied service providers.
- (v) Facilitation of air transport;
- (vi) Certification, Licensing of and the setting and monitoring of standards and service levels by aerodrome operators, meteorological service providers, air navigation service providers, ground handling service providers, catering travel agency, cargo consolidators, fuel

marketers, equipment leasing, agents of foreign airlines and other related allied aviation service providers.

- (vii) Aviation insurance cover for airlines, aerodrome operators and allied aviation service providers.
- (viii) Civil aviation billing and charges air transport statistics;
- (ix) Competition rules and the regulation of airline fares and tariffs.

(1) 18.1.3 Citation.

18.1.3.1 These Regulations may be cited as the Civil Aviation Air Transport Economic Regulations, 20112 (hereinafter referred to as *EcoRegs, 2012 Nig.EcoRegs 2012 or Nig.CARs Vol 2 2012*).

18.1.4 *Definitions*

18.1. 4.1 For the purpose of this part, the following definitions shall apply:

(1)“*Act* “means the Civil Aviation Act, 2006 or/and any subsequent amendments thereto.

(2)“*Aerial Work*“ means an aircraft operation in which an aircraft is used for specialized services such as agriculture, construction, photography, surveying, observation and patrol, search & rescue, aerial advertisement, etc

(3)“*Aerodrome*“ means a defined area on land or water (including any building, installations and equipment) intended to be used either wholly or in part for the arrival, departure, and surface movement of aircraft.

(4)“*Aerodrome operator*“ means the owner or provider of an aerodrome that is certified for operation by the Authority.

(5)“*Aerodrome Control Service*“ means air traffic control service for aerodrome traffic.

(6)“*Aeronautical charges*“ means charges for aeronautical services levied in line with ICAO Policies and Principles.

(7) “*Aeronautical Authority*“ means the minister responsible for aviation and any person or body authorized to perform any functions at present performed by the said minister or similar function.

(8)“*Agent of Foreign Airlines*“ means an individual or corporate body that is in the business of obtaining flight clearances, flight plans, and provides ground

transportation, fuelling of aircraft and hotel accommodation on behalf of non-scheduled (*ad hoc*) airlines or aircraft operators.

(9) "*Aircraft*" means any machine that can derive support in the atmosphere from reactions of the air other than reactions of the air against the earth surface.

(10) "*Air carrier*" means an enterprise that engages in provision of transportation services by aircraft for remuneration or hire.

(11) "*Aircraft movement*" means the number of arrivals and departures of aircraft into and out of an airport.

(12) "*Air Freight Forwarders*" means any person or company who arranges the carriage or movement of air-freighted goods and associated formalities on behalf of an importer or exporter at the international boundary of cargo airports.

(13) "*Airlines*" means any air transport enterprise offering or operating an international or domestic for remuneration or hire.

(14) "*Air Operator*" means any organization which undertakes to engaged in domestic commercial air transport or international commercial air transport, whether directly or indirectly or by a lease or any other arrangement.

(15) "*Air service*" means any service performed by any aircraft for hire or reward

(16) "*Air Transport Licensing Committee*" NCAA Management responsible for considering and approving/disapproving of requests for Licences and Permits. The Committee is chaired by the Director General.

(17) "*Air Navigation Services*" include air traffic management (ATM), communication, navigation and surveillance systems (CNS), meteorological services for air navigation (MET), search and rescue (SAR) and aeronautical information services (AIS). These services are provided to air traffic during all phases of operations (approach, aerodrome control and en route).

(18) "*Air Navigation Services Provider*" An independent entity established for the purpose of operating and managing air navigation services and empowered to manage and use the revenues it generates to cover its costs.

(19) "*Airport Phase Operations*" Any or all phases of aircraft operations involving approach, landing take off and/or departure.

(20) "*Air Traffic Control Services*". A service provided for the purpose of;

- a) preventing collisions;
- 1) between aircrafts; and
- 2) on the maneuvering area between aircrafts and obstructions; and
- b) expediting and maintaining an orderly flow of air traffic.



(21) "*Air Traffic Management (ATM)*" means the aggregation of the airborne functions and ground-based functions (air traffic services, air space management, and air traffic flow management) required to ensure the safe and efficient movement of aircraft during all phases of operations.

(22) "*Air Traffic Service (ATS)*" ~~means~~ a generic term meaning variously, flight information service, alerting service, air traffic advising service, air traffic control service (area control service, approach control service or aerodrome control service).

(23) "*Alerting Service*" means a service provided to notify appropriate organizations regarding aircrafts in need of search and rescue aid, and assist such organization as required.

(24) "*Anti-competitive*" means an apparent intent or the probable effect of crippling, excluding or driving another airline or service provider from the market, with a behavior/practice which indicates an abuse of dominant position by an airline in the market.

(25) "*Audited Financial Statement*" means a report on the financial position or operations of a company that has been certified by an independent auditor.

(26) "*Authority*" means the Nigerian Civil Aviation Authority.

(27) "*Aviation Consumer*": means consumer of civil aviation services.

(28) "*Aviation fuel supplier*" means a person responsible for the supply and distribution of aviation fuel to the aircraft and reservoir in and within the airport area.

(29) "*Amortization*" means a gradual extinguishment of the cost of an asset by periodic (annual) charges to expenses, usually applicable to intangible assets.

(30) Annex means *international standards and recommended practices adopted in accordance with the Convention and any amendment of the Convention or of such Annex which is made in accordance with the Convention.*

(31) "*Approach Control Service*" means air traffic control service for arriving or departing control flights.

(32) "*Area Control Service*" means air traffic control service for controlled flights in control areas( en routes)

(33) "*Assessment*" means an initial evaluation of a complaint by the Authority to determine the appropriate means of redress.

(34) "*Asset*" means a resource from which future economic benefits are expected to flow to the entity that owns or controls it.

(35) "*Autonomous entity*" means an independent entity established for the purpose of operating and managing one or more airports and/or air navigation services, which is empowered to manage and use the revenues it generates to cover its costs.

(36) "*Baggage*" means personal property of passengers or crew carried on an aircraft by agreement with the operator.

(37) "*Balance Sheet*" means a statement indicating as of a specific date the assets owned by a company, the liabilities owed to others, and the accumulated investments of its owners.

(38) "*Bilateral Air Services Agreement*" means an air services agreement on air transportation subsisting between Nigeria and any other country.

(39) "*Cancellation*" means the non-operation of a flight which was previously planned and on which at least one seat was reserved.

(40) "*Capacity*" means the quantitative measure of air transport services offered or proposed to be offered by one or more air carriers in a city-pair or country-pair market or over a route. It may be expressed in aircraft size, number of seat or tonne available in an aircraft.

(41) "*Cargo*" which is equivalent to the term "goods", means anything carried or to be carried in an aircraft or by means of surface transportation including, but not limited to, road or rail vehicles, except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill or Shipment Record.

(42) "*Cargo Agent*" means an individual or corporate body appointed by an airline to solicit and process air freight shipment.

(43) "*Charge*" means a levy that is designed and applied specifically to recover the cost providing facilities and services for civil aviation.

(44) *Chicago Convention* means the convention on International Civil Aviation concluded at Chicago on the 7<sup>th</sup> December 1944.

(45) "*Combined single limit*" means a liability policy commonly offering separate limits that apply to bodily injury claims and to claims for property damage expressed as a single sum coverage or as a limit per occurrence.

(46) "*Commercial Agreement*" means an Agreement between two designated airlines, wherein an airline of one of the contracting States, on application to the other State, is granted extra BASA rights to operate additional flights (more

than those specified in the BASA) to the point(s) of entry into the conceding States.

(47)“*Commercialization*” An approach to management of facilities and services in which business principles are applied or emphasis is placed on development of commercial activities.

(48)“*Compensation*” means direct and or indirect monetary and non- monetary rewards given to passengers on board or employee on the basis of value of the personal contributions, and their performance in line with the set standards by the organization concerned.

(49)“*Concerted practice*” means a practice involving direct or indirect contacts between competitors falling short of an actual or formal agreement.

(50)“*Complainant*” means:

- (i) An air passenger;
- (ii) one or more air passengers, where there are numerous air passengers having the same interest; or
- (iii) in case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.

(51)“*Complaint*” means an allegation in writing made by an air passenger.

(52)“*Confirmed reserved space*” means space on a specific date and on a specific flight and class of service of an air carrier which has been requested by a passenger, including a passenger with a “zero fare ticket,” and which the air carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the air carrier, as being reserved for the accommodation of the passenger.

(53)“*Contracting States*” means all member countries of the International Civil Aviation Organization (ICAO).

(54)“*Denied boarding*” means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in these Regulations, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;

(55)“*Director-General*” means the Director-General of the Nigerian Civil Aviation Authority (NCAA).

(56)“*Direct Operating Cost (DOC)*” means expenditure that is directly related to flight operation, such as flight crew allowance, aircraft fuel and oil, lease rental or depreciation, aircraft maintenance, insurance premium, ground handling, navigational charges, landing and parking charges and in-flight catering service.

(57)“*Disembarkation*” means the leaving of an aircraft after landing, except by crew or passenger continuing on the next stage of the same through-flight.

(58) "*Embarkation*" means the boarding of an aircraft for the purpose of commencing a flight, except by such crew or passengers as have embarked on a previous stage of the same through-flight.

(59) "*Exclusive dealing*" means any practice whereby a supplier of products or services:

(a) as a condition of supplying the products or services to a customer or travel agent requires the customer to:

(i) deal only or primarily in products or services supplied by or designed by the supplier or its nominee, or

(ii) refrain from dealing in a specified class or kind of products or services except as supplied by the supplier or his nominee;

(b) induces a customer to meet a condition referred to in paragraph (a) by offering to supply the products or services to the customer on more favourable terms or conditions if the customer agrees to meet that condition.

(60) "*Extraordinary circumstances*" ~~for the purpose of these regulations~~, means any mechanical, technical, operational, climatic, sociopolitical or any other conditions beyond the actual control of the party involved.

(61) "*Facilitation (FAL)*" means the efficient management of control processes, to expedite clearance and prevent unnecessary delays at the airports.

(62) "*Fare*" means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.

(63) "*Federal Gazette*" means the official gazette of the Federal Republic of Nigeria.

(64) "*Final destination*" means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight

(65) "*Fixed Costs*" means costs which in the short term remain unchanged regardless of whether or not the volume of services provided increases or decreases.

(66) "*Flight Information Region*" means an airspace of defined dimensions within which flight information service and alerting service are provided.

(67) "*Flight Information Service*" means a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights.

(68) "*Foreign aircraft*" means an aircraft other than a Nigerian registered aircraft.

(69) "*General aviation operation*" means an aircraft operation other than a commercial air transport operation or an aerial work operation.

(70)“*Ground equipment*” means an article of a specialized nature for use in the maintenance, repair and servicing of an aircraft on ground, including testing equipment and cargo and passenger-handling equipment.

(71)“*Ground Handling Company*” means anyone that carries out the variety of activities before and after a flight to ensure the safe and smooth process of passengers, baggage, cargo, mail and other materials associated with their transportation by air.

(72)“*Indirect Operating Cost (IOC)*” means expenditure incurred from items utilized for the support of airline business that vary from one airline to another such as staff salaries, training, ticketing and reservation, sales promotion, vehicles, maintenance, rent , travels, ICT etc.

(73)“*In-flight Catering Service Provider*” means a person or corporate body that engages in the planning and preparation of meals and assembly of meal trays designed to be served on board an aircraft.

(74)“*Insurance*” means a contract (policy) in which an individual or entity receive financial protection or reimbursement against an insurance company.

(75)“*International airport*” means any airport designated by the Contracting State in whose territory it is situated as an airport of entry and departure for international air traffic, where the formalities incident to customs, immigration, public health, animal and plant quarantine and similar procedures are carried out.

(76)“*Lease*” means A contract by which a rightful possessor of real property conveys the right to use and occupy the property in exchange for consideration usually rent.

(77) “***Insurance Liability***” means maximum amount of coverage available under a liability insurance policy.

(78)“*Liability*” means debt of the entity in the form of financial claims on an entities assets.

(79)“*Licence*” means a licence granted under section 32 of the Civil Aviation Act, 2006.

(80)“*Mail*” means dispatches of correspondence and other items tendered by and intended for delivery to postal services in accordance with the rules of the universal postal union.

(81)“*Market restriction*” means any practice whereby a supplier of products or services, as a condition for supplying them to a customer, requires that customer to supply any product or service only in a specified area or exacts a

penalty of any kind from the customer if the customer supplies any products or services outside a specified area.

(82)“*Minister*” means the Minister responsible for civil aviation.

(83)“*Mishandled baggage*” means baggage voluntarily or inadvertently, separated from passenger or crew.

(84)“*Non-Aeronautical charges*” means charges levied by an airport in consideration for the various commercial arrangements it makes in relation to the granting of concessions, the rental or leasing of premises and land, and free-zone operations, even though such arrangements may in fact apply to activities which may themselves be considered to be of an aeronautical character.

(85)“*Non-Scheduled Operations*” means journeys undertaken other than scheduled operations.

(86)“*Officer*” means a Director, General Manager, Secretary or other similar officer and includes any person who purports to act in any such capacity.

(87)“*Package*” means tour, travel or holiday services provided by a tour operator which is marketed or advertised as an all-inclusive trip including transport, accommodation and or other trip expenses at an inclusive or special price.

(88)“*Passenger[s]*” means a person in whose name a ticket and or a reservation is made and or confirmed and who is eligible to travel upon the stated flight pursuant to that ticket whether the ticket is purchased by the person or not and whether the ticket is a zero fare ticket or other ticket for which no fees or fare is paid.

(89)“*Passenger traffic*” means number of passenger embarkation and disembarkation.

(90)“*Permit*” means a permit granted under Section 32 (1) of the Civil Aviation Act, 2006.

(91)“ *Person*” means any individual, firm, partnership, corporation, company association, joint state association or body politic and includes any trustee, receiver, assignee, or other similar representative of their entities.

(92)“*Person with disabilities*” means any person whose mobility is reduced due to physical incapability(sensory or locomotor), an intellectual deficiency, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to the person’s needs of the services made available to all passengers.

(93)“*Profit and Loss Account*” means a financial statement that summarizes the financial transactions for a business over a period in time. It shows revenue, expenditure and the profit and/or loss resulting from operations for a given 'financial year'.

(94)“*Relevant market*” refers to the area of effective competition within which an airline or service provider operates and includes geographic area, route, substitutability, close competitors, and such other factors that may affect consumer choice.

(95)“*Reservation/bookings*” means allotment in advance of seating or sleeping accommodation for a passenger or of a space or weight capacity for baggage.

(96)“*Revenue*” means Inflows of cash or increases in other assets or settlement of liabilities during a period from delivering or rendering services or performing other activities that constitute the entity in major operations.

(97)“*Royalty*” means an amount in money accruing to the country through commercial agreements subsisting with other foreign airlines.

(98)“*Scheduled operations*” means any operation that offers air transport service on a published time-table and open to use by the general public.

(99)“*Special drawing right (SDR)*” means an international foreign exchange reserve assets, allocated to nations by the International Monetary Fund (IMF) and represents a claim to foreign currencies for which it may be exchanged in times of need.

(100)“*Statistics*” means the collection and provision for exchange of airline traffic data related to the agreed services, either periodically or as needed for the regulation of capacity, route evaluation, or other purposes.

(101)““*tariff*” means a schedule of fares, rates, charges and terms and conditions of carriage applicable to the provision of an air service and other incidental services.

(102)“*Ticket*” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorized by the air carrier or its authorized agent;

(103)“*Tied Selling*” means any practice whereby a supplier of products or services:

- (a) as a condition of supplying the products or services (hereinafter referred to as the “tied products”) to a customer, requires the customer to:
  - (i) acquire any other products or services from the supplier or nominee,
  - (ii) refrain from using or distributing, in conjunction with the tied products or services, any other products or services that are not of a brand designated by the supplier or the nominee; and

(b) induces a customer to meet a condition set out in paragraph (a) by offering to supply the tied products or services to the customer on more favourable terms or conditions if the customer agrees to meet that condition.

(104) "*Third Party*" means an individual or entity not party to an Agreement but with an interest in the Agreement.

(105) "*Third Party Claim*" means claims for injury or damage to property of a third party alleged to have been caused by the acts or omission of the insured.

(106) "*Tour operator*" means, with the exception of an air carrier, an organizer of package travel, package holidays and package tours

(107) "*Traffic Rights*" means privilege to take on and put down traffic loads (passengers, cargoes and mails) from one point to the other between two countries for hire or reward.

(108) "*Travel Agent*" means one who assists travelers by sorting through vast amounts of information to help their clients make the best possible travel arrangements.

(109) "*User charge*" means any fee or levy payable by users for the consumption of any service.

(110) "*Unaccompanied baggage*" means baggage that is transport as cargo and may not be carried on the same aircraft with the person to whom it belongs.

(111) "*Unclaimed baggage*" means baggage that arrives at an airport and is not picked up or claimed by a passenger.

(112) "*Unidentified baggage*" means baggage at an airport, with or without a baggage tag, which is not picked up by or identified with a passenger.

(113) "*Volunteer*" means a person who responds to the carrier's request for volunteers and who willingly accepts the carriers' offer of compensatory benefits, in exchange for relinquishing the confirmed reserved space.

(114) "*Zero fare ticket*" means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, travel vouchers or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A zero fare ticket does not include free or reduced rate air transportation provided to airline employees and guests.

18.1.4.2 Every other term not defined herein shall have the same meaning as contained in the Act and the Chicago Convention and its Annexes.



## 18.1.5 Abbreviations

18.1.5.1 The following abbreviations are used in these regulations are:

(1)	ACS	-	Area Control Service
(2)	ACP		Air Carrier Permit
(3)	ATL	-	Air Transport Licence
(4)	ATM	-	Air Traffic Management
(5)	ATS	-	Air Traffic Services
(6)	AOP	-	Airline Operating Permit
(7)	AOC	-	Air Operator's Certificate
(8)	ATOL	-	Air Travel Organizer's Licence
(9)	AVSEC	-	Aviation Security
(10)	PNCF	-	Permit for Non-Commercial Flights
(11)	PAAS	-	Permit for Aerial Aviation Services
(12)	PHS	-	Personal History Statement
(13)	ATLC	-	Air Transport Licensing Committee
(14)	FCOP	-	Foreign Carriers' Operating Permit
(15)	FIR	-	Flight Information Region
(16)	FIS	-	Flight Information Service
(17)	PRM	-	Person with Reduced Mobility
(18)	GSA	-	General Sales Agent
(19)	DGR	-	Dangerous Goods Regulation
(20)	LAR	-	Life Animal Regulation
(21)	MTOW	-	Maximum Take-off Weight
(22)	Nig.CARs	-	Nigerian Civil Aviation Regulations
(23)	NANTA	-	National Association of Nigerian Travel Agents
(24)	NCASP		National Civil Aviation Security Programme.
(25)	NDLEA		National Drug Law Enforcement Agency
(26)	SLA	-	Service Level Agreement
(27)	SDR	-	Special Drawing Right
(28)	SSS		State Security Service
(29)	CSL	-	Combined Single Limit
(30)	TSC	-	Ticket Sales Charge
(31)	BASA	-	Bilateral Air Services Agreement
(32)	API	-	Advanced Passenger Information
(33)	IS	-	Implementing Standard

## 18.2 AIR TRANSPORT LICENSING

### 18.2.1 Licences and Permits

18.2.1.1 These regulations prescribe the types of licences, permits and or any other authorization for scheduled and non-scheduled flight operations.

### 18.2.2 Licences for Scheduled Domestic Flight Operations

18.2.2.1 This section shall apply to the carriage of passengers, mail and cargo by air for hire and reward in public transport category.

18.2.2.1.1 -, No person shall engage in air transport business in Nigeria for the carriage of passengers, mail or cargo for hire and reward in public transport category between two or more places in Nigeria unless such a person holds an Air Transport Licence (ATL) issued by the Authority and operates in accordance with its provisions.

18.2.2.2 An application for the grant or renewal of an ATL shall be made in writing to the Authority and shall contain such information as specified in IS:18.2.2.2 and IS:18.2.2.2 (B) to these regulations and as may be published by the Authority from time to time

18.2.2.3 The Authority if satisfied that the applicant has met and complied with the requirements for the grant or renewal of an ATL shall grant or renew the permit.

18.2.2.4 An ATL shall be valid for a period of five (5) years and subject to renewal every five years and on such terms and conditions as may be specified by the authority from time to time.

18.2.2.5 An ATL not utilized at the expiration of its validity period shall not be renewed by the authority, notwithstanding, the holder of the ATL may apply for a fresh issuance.

18.2.2.6 The holder of an ATL shall continue to be in a position to demonstrate to the Authority its ability to meet the conditions set forth in the ATL.

18.2.2.7 If on the date of the expiration of a licence, an application for renewal is pending with the Authority, the expiring licence may continue in force under such terms and conditions as may be prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the licence have been submitted to the Authority and the delay in the renewal of the ATL is occasioned by a third party. PROVIDED that, this period shall not exceed six (6) months from the date of the expiration of the ATL.

18.2.2.8 Each holder of an ATL shall submit to the Authority annually or, at such times as the Authority may deem fit, a list showing the names of its shareholders or any person(s) holding more than five percent (5%) shareholding in the company together with the names of any person on whose behalf such shares are held.

18.2.2.9 Each holder of an ATL shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof, between the air carrier and any other air carrier or other bodies. The Authority may disapprove of such contract or agreement whether or not previously approved if found to be in violation of these regulations, rules and orders made by the Authority or against public interest.

18.2.2.10 The Authority may vary, suspend or revoke an ATL if the holder of the ATL contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and orders made thereunder and any such condition subject to which the ATL was granted.

18.2.2.11 If the Authority proposes to suspend or revoke any ATL the Authority shall:

- (i) give a written notice to the holder of the ATL specifying the violation(s);

specify in the written notice the right of the holder of the ATL to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.

- (ii) Upon receipt of the representations from the holder of the ATL, the Authority shall make an evaluation and inform the holder of the ATL of its determination.

- (iii) Notwithstanding the above, the Authority may by written notice, convey to the holder of the ATL its decision to suspend the ATL if it is in the interest of safety.

18.2.2.12 The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of an ATL.

### 18.2.3 Airline Operating Permit (AOP)

18.2.3.1 This section shall apply to the carriage of passengers, mail and cargo by air for hire and reward in public transport category on non-scheduled or charter basis.

18.2.3.1.1 No person shall use any aircraft in Nigeria for hire and reward in public transport category to provide non-scheduled or charter air service unless such a person holds an ATL or Airline Operating Permit (AOP) issued by the Authority.

18.2.3.2 Application for the grant or renewal of an AOP shall be made in writing to the Authority and shall contain such information as specified in IS:18.2.3 to these regulations or such other information as may be published by the Authority from time to time.

18.2.3.3 The Authority if satisfied that the applicant has met and complied with the requirements for the grant or renewal of an AOP shall grant or renew the permit.

18.2.3.4 An AOP shall be valid for a period of three (3) years and subject to renewal every 3years on such terms and conditions as may be specified by the authority from time to time

18.2.3.5 An AOP not utilized at the expiration of its validity period shall not be renewed by the Authority, notwithstanding, the holder of the AOP may apply for a fresh issuance.

18.2.3.6 The holder of a permit granted by the Authority under this regulation shall at all time begin a position to demonstrate the ability to meet the conditions as set forth in the AOP.

18.2.3.7 If at the expiration of an AOP, an application for renewal is pending with the Authority, the expiring AOP may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the AOP have been submitted to the Authority and the delay is occasioned by a third party. PROVIDED that, this period shall not exceed six (6) months from the date of the expiration of the AOP.

18.2.3.8 Each holder of an AOP shall submit to the Authority, at such times as the Authority may deem fit, a list showing the names of its shareholders or any person(s) holding more than five percent (5%) shareholding in the company together with the names of any person on whose behalf such shares are held.

18.2.3.9 Each holder of an AOP shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof, between the air carrier and any other air carrier or other bodies. The Authority may disapprove of such contract or agreement whether or not previously approved if found to be in violation of these regulations, rules and orders made by the Authority or against public interest.

18.2.3.10 The Authority may vary, suspend or revoke an AOP if the holder of the AOP contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and order made thereunder and any such condition subject to which the AOP was granted.

18.2.3.11 If the Authority proposes to suspend or revoke any AOP, the Authority shall:

- (a) give a written notice to the holder of the AOP specifying the violation(s);
- (b) specify in the written notice the right of the holder of the AOP to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
- (c) Upon receipt of the representations from the holder of the AOP, the Authority shall make an evaluation and inform the holder of the AOP of its determination.
- (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the AOP its decision to suspend the AOP if it is in the interest of safety.

18.2.3.12 The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of an AOP.

#### **18.2.4 Permit for Non-Commercial Flight Operations (PNCF)**

18.2.4.1 This section shall apply to flight operations undertaken for non-commercial or private purposes:

18.2.4.1.1 No person shall use any aircraft for non-commercial purposes between two or more places in Nigeria, unless such a person holds a Permit for Non Commercial Flights (PNCF)

18.2.4.2 Application for the grant or renewal of a PNCF shall be made in writing to the Authority and may contain such information as specified in IS:18.2.4 to these regulations or such other information as may be published by the Authority from time to time..

18.2.4.3 The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the PNCF, shall grant or renew the PNCF.

18.2.4.4 A PNCF shall be valid for a period of three (3) years and subject to renewal every three years on such terms and conditions as may be specified by the authority from time to time

18.2.4.5 A PNCF not utilized at the expiration of its validity period shall not be renewed by the authority notwithstanding, the holder of the PNCF may apply for a fresh issuance.

18.2.4.6 The holder of a PNCF shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the PNCF and the resources for the maintenance and safe operation of the aircraft.

18.2.4.7 Each holder of a PNCF shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof, between the holder and any other person including air carriers.

18.2.4.8 The Authority shall charge such fees as it may determine for processing the grant and renewal of PNCF.

18.2.4.9 The holder of PNCF shall pay such annual fee as may be determined by the Authority time to time.

18.2.4.10 If at the expiration of a PNCF, an application for renewal is pending with the Authority, the expiring PNCF may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the PNCF have been submitted to the Authority and the delay is occasioned by a third party. PROVIDED that, this period shall not exceed six (6) months from the date of the expiration of the PNCF.

18.2.4.11 The Authority may vary ,suspend or revoke a PNCF if the holder of the PNCF contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and order made thereunder and any such condition subject to which the PNCF was granted.

18.2.4.12 If the Authority proposes to suspend or revoke any PNCF, the Authority shall:

- (a) give a written notice to the holder of the PNCF specifying the violation(s);
- (b) specify in the written notice the right of the holder of the PNCF to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
- (c) Upon receipt of the representations from the holder of the PNCF, the Authority shall make an evaluation and inform the holder of the PNCF of its determination.
- (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the PNCF its decision to suspend the PNCF if it is in the interest of safety.

18.2.4.13 The Authority shall publish, for the information of the general public, its decision regarding an application for and revocation of a PNCF.

## **18.2.5 Air Travel Organiser's Licence (ATOL)**

18.2.5.1 This section shall apply to tour organizers who are engaged in holiday travels, tour packages, special events, and religious pilgrimages.

18.2.5.1.1 No person shall organize tour operations for the purpose of holiday travels, tour packages, special events, religious pilgrimages unless in accordance with the provisions of an Air Travel Organiser's Licence (ATOL) or other authorization issued by the Authority.

18.2.5.2 Application for the grant or renewal of an ATOL shall be made in writing to the Authority and may contain such information as specified in 18.2.5 to these regulations or such other information as may be published by the Authority from time to time....

18.2.5.3 The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the ATOL, shall grant or renew the ATOL

18.2.5.4 An ATOL shall be valid for a period for a period of two (2) years and subject to renewal every two years and on such terms and conditions as may be specified by the authority from time to time

18.2.5.5 An ATOL not utilized at the expiration of its year validity period shall not be renewed by the authority, notwithstanding, the holder of the ATOL may apply for a fresh issuance.

18.2.5.6 The holder of an ATOL shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the ATOL.

18.2.5.7 The Authority shall charge such fees as it may determine for processing the grant and renewal of an ATOL.

18.2.5.8 The Authority may vary suspend or revoke an ATOL if the holder of the ATOL contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and order made thereunder and any such condition subject to which the ATOL was granted.

18.2.5.9 If the Authority proposes to suspend or revoke any ATOL, the Authority shall:

- (a) give a written notice to the holder of the ATOL specifying the violation(s);
- (b) specify in the written notice the right of the holder of the ATOL to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
- (c) Upon receipt of the representations from the holder of the ATOL, the Authority shall make an evaluation and inform the holder of the ATOL of its determination.
- (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the ATOL its decision to suspend the ATOL if it is in the interest of safety

18.2.5.10 The Authority shall publish, for the information of the general public, its decision regarding an application for and revocation of an ATOL.

## **18.2.6 PERMIT FOR AERIAL AVIATION SERVICES (PAAS)**

18.2.6.1 This section shall apply to the provision of aerial aviation services such as aerial mapping, aerial survey, crop spraying, aerial advertisement, flying club, flying school and such other services as may be designated by the Authority from time to time.

18.2.6.1.1 No person shall provide aerial aviation services such as aerial mapping, aerial survey, crop spraying, aerial advertisement, flying club, flying school and such other services as may be designated by the Authority from time to time, unless he is a holder of a Permit for Aerial Aviation Services (PAAS) issued by the Authority or other applicable authorizations.

18.2.6.2 Application for the grant or renewal of a PAAS shall be made in writing to the Authority and may contain such information as specified in IS:18.2.6 or such other information as may be published by the Authority from time to time

18.2.6.3 The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the PAAS shall grant or renew the PAAS.

18.2.6.4 A PAAS shall be valid for a period of three (3) years and subject to renewal every three years and on such terms and conditions as may be specified by the authority from time to time

18.2.6.5 A PAAS not utilized at the expiration of its ~~three (3)~~ year validity period shall not be renewed by the authority notwithstanding ~~However~~, the holder of the PAAS may apply for a fresh issuance.

18.2.6.6 The holder of a PAAS shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the PAAS.

18.2.6.7 If at the expiration of a PAAS, an application for renewal is pending with the Authority, the expiring PAAS may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the PAAS have been submitted to the Authority and the delay is occasioned by a third party. PROVIDED that this period shall not exceed six (6) months from the date of the expiration of the PAAS.

18.2.6.8 Each holder of a PAAS shall submit to the Authority annually or, at such times as the Authority may deem fit, a list showing the names of its shareholders or any person(s) holding more than five percent (5%) shareholding in the company together with the names of any person on whose behalf such shares are held.

18.2.6.9 Each holder of a PAAS shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof, between the holder of PAAS and any air carrier or other bodies.

18.2.6.10 The Authority may vary, suspend or revoke a PAAS if the holder of the PAAS contravenes any of the provisions of the Civil Aviation Act, these regulations, rules and orders made thereunder and any such condition subject to which the ATOL was granted.

18.2.6.11 If the Authority proposes to suspend or revoke any PAAS, the Authority shall:

- (a) give a written notice to the holder of the PAAS specifying the violation(s);
- (b) specify in the written notice the right of the holder of the PAAS to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.



- (c) Upon receipt of the representations from the holder of the PAAS, the Authority shall make an evaluation and inform the holder of the PAAS of its determination.
- (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the PAAS its decision to suspend the PAAS if it is in the interest of safety.

18.2.6.12 The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of a PAAS.

18.2.6.13 An applicant for a PAAS shall not be incorporated under Part C of the Companies and Allied Matters Act and any amendment thereof.

## **IS:18.2 Implementing Standards**

### **IS:18.2.2 Requirements for Grant of Air Transport Licence (ATL)**

#### **IS:18.2.2.1.1 Procedure for Application**

- (i) Application for grant of an Air Transport Licence (ATL) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorised by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expected date of utilization of the ATL.

#### **IS:18.2.2.2.2 Requirements**

- (i) The application for the grant of ATL must contain the following particulars:
  - (a) Name and address of applicant;
  - (b) Type(s) of air services to be provided;
  - (c) Proposed operational base of applicant;
  - (d) Details of proposed routes to be operated where applicable;
  - (e) Number and types of proposed aircraft to be utilized; and
  - (f) Time and frequency of the services.
- (ii) The following supporting documents are required for processing the Application:
  - (a) Four (4) copies of certified true copy of the Certificate of Incorporation of the company
  - (b) Four (4) copies of certified true copy of:

- (i) the Memorandum and articles of Association
- (ii) Particulars of the Directors of the Company (Form CAC7)
- (iii) Statement of Share Capital/Return of Allotment (Form CAC2) with minimum PAID-UP share capital of:

- ₦500,000,000 (five hundred million Naira) for domestic operations;
- ₦1,000,000,000 (one billion Naira) for regional operations; and
- ₦2,000,000,000 (two billion Naira) for intercontinental operations.

at least one member of the board of directors must be an aviation professional in line with the provisions of the Act. In addition, the majority shareholding shall be held by Nigerian(s);

- (c) Four(4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
- (d) Four(4) copies of a detailed business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit and loss statements), cash flow analysis, proposed fares for passengers or cargo, etc and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services in respect of safety, regularity, reliability and profitability of operations.
- (e) Publication of Notice of the application in two (2) national daily newspapers. The publication should contain information on the application submitted to the Authority for the grant of ATL.
- (f) Evidence of the applicant's financial solvency to undertake the business. Applicants are expected to prove that they are financially solvent to run operations for a period of three (3) months from the start of operations without resorting to any income from their operations.
- (g) Duly completed application forms (to be obtained from the Authority).
- (h) Duly completed Personal History Statement (PHS) forms and two(2) passport photographs in respect of each of the shareholders of the company having more than five percent (5%) equity shareholding (forms are available at the Authority).
- (i) Receipt of payment of ₦1 million non-refundable processing fee (Bank draft made payable to the Authority).

**IS:18.2.2.3 Publication in the Official Gazette**

The Authority will in the process of carrying out the technical evaluation of the application cause the notice of application to be published in the Official Government Gazette, the fee of which shall be borne by the applicant.

**IS:18.2.2.4 Security Clearance**

No person shall operate an aircraft in Nigeria without a security clearance issued by the Government. Applicants duly completed Personal History Statement (PHS) forms and other relevant documents will be forwarded by the Authority to the Ministry responsible for Aviation for purpose of security clearance.

**IS:18.2.2.5 Home or Operational Base of the Airline**

The applicant will be required to liaise with the Airport Service Providers and or Federal Airports Authority of Nigeria (FAAN) regarding approval of its home or operational base.

**IS:18.2.2.6 Annual Utilization Fee**

Upon receipt of ATL, an annual utilization fee of ₦200,000.00 shall be paid to the Authority.

**IS:18.2.2.7 Additional Information**

On receipt of an application, the Director General may request for additional information from the applicant as deemed necessary.

**IS:B18.2.2.2 Requirements for Renewal of Air Transport Licence (ATL)**

**IS:18.2.2.1 Procedure for Application**

- (i) Application for renewal of an Air Transport Licence (ATL) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorised by the applicant.
- (iii) The application must be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expiration of the existing ATL.

**IS:18.2.2.2 Requirements**

The following supporting documents are required for processing the application:

- (a) Receipt of payment of one million, five hundred thousand Naira (₦1,500,000.00) being:
  - (i) ₦500,000.00 processing fees; and
  - (ii) ₦1,000,000.00 utilization fees at ₦200,000.00 per annum.
- (b) Evidence of utilisation of ATL indicating the following details:

- (i) Number and type(s) of aircraft in use;
  - (ii) Insurance of aircraft in use, including passenger, cargo and third party;
  - (iii) Routes operated; and
  - (iv) Total number of passengers, cargo and mail carried during the period of operation of the expiring licence.
- (c) Evidence of submission of monthly statistical returns of operations to the Authority.
- (d) Evidence of filing of fares and tariffs with the Authority.
- (e) Evidence of regular and up-to-date payment of aviation charges.

#### IS:18.2.2.3 **Security Clearance**

IS:18.2.2.3.1 Security clearance shall be required for renewal.

IS:18.2.2.3.2 Provided there is a satisfactory report on the airline and the airline has fulfilled the above listed requirements, the ATL shall be renewed by the Director General for a further period of five (5) years.

#### IS:18.2.2.4 **Validity of Renewed ATL and Utilization fee.**

- (i) The validity of a renewed ATL shall be five (5) years.
- (ii) An annual utilization fee of ₦200,000.00 shall be paid to the Authority

#### IS:18.2.2.5 **Additional Information**

On receipt of an application for an ATL, the Director General may request for additional information from the applicant as may be deemed necessary.

### IS:18.2.3 **Guidelines and Requirements for Grant of Airline Operating Permit (AOP)**

#### IS:18.2.3.1 **Procedure for Application**

- (i) Application in respect of an Airline Operating Permit (AOP) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expected date of utilization of the AOP.

#### IS:18.2.3.2 **Requirements**

- (i) The application ~~letter~~ for the grant of AOP must contain the following particulars:
  - (a) Name and address of applicant;

- (b) Type of services to be provided;
  - (c) Number and types of aircraft to be utilized; and
  - (d) Proposed operational base of applicant.
- (ii) The following supporting documents are required for processing of the application:
- (a) Four (4) copies of the certified true copy of the Certificate of Incorporation of the company
  - (b) Four (4) copies of certified true copy of:
    - (i) the memorandum and articles of association
    - (ii) Particulars of the Directors of the Company (Form CAC7)
    - (iii) Statement of Share Capital/Return of Allotment (Form CAC2) with minimum PAID-UP share capital of five hundred million (₦500,000,000) Naira.

At least one member of the board of directors must be an aviation professional in line with the provisions of the Act. In addition, the majority shareholding shall be held by Nigerian(s);

- (c) Four(4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
- (d) Four(4) copies of a detailed business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit & loss statements), cash flow analysis, proposed fares for passengers or cargo, etc and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services in respect of safety, regularity, reliability and profitability of operations.
- (e) Publication of Notice of the application in two (2) national daily newspapers. The publication should contain information on the application submitted to the Authority for the grant of AOP;
- (f) Evidence of the applicant's financial solvency to undertake the business. Applicants are expected to prove that they are financially solvent to run operations for a period of three (3) months from the start of operations without resorting to any income from their operations.
- (g) Duly completed application forms (to be obtained from the Authority).
- (h) Duly completed Personal History Statement (PHS) forms and two(2) passport photographs in respect of each of the shareholders of the

company having more than five percent (5%) equity shareholding (forms are available at the Authority).

- (j) Receipt of payment of five hundred thousand (₦500,000.00) Naira non-refundable processing fee. (Bank Draft made payable to the Authority).
- (k) Evidence of adequate insurance cover for passengers, cargo and third party liability as specified in this regulation.

#### **IS:18.2.3.3 Publication in the Official Gazette**

The Authority will in the process of carrying out the technical evaluation of the application cause the notice of application to be published in the Official Government Gazette, the fee of which shall be borne by the applicant.

#### **IS:18.2.3.4 Security Clearance**

The Authority shall also forward the applicants duly completed Personal History Statement (PHS) forms and other relevant documents to the Ministry responsible for Aviation to seek security clearance from the Presidency.

#### **IS:18.2.3.5 Home or Operational Base of the Airline**

The applicant will be required to liaise with the Airport Service providers and or Federal Airports Authority of Nigeria (FAAN) regarding approval of its home or operational base.

#### **IS:18.2.3.6 Utilization Fee**

Upon receipt of the AOP, an annual utilization fee of ₦100,000.00 shall be paid to the Authority .

#### **IS:18.2.3.7 Additional Information**

On receipt of an application for an AOP, the Director General may request for additional information from the applicant as may be deemed necessary.

### **IS:B18.2.3. Guidelines and Requirements for Renewal of Airline Operating Permit (AOP)**

#### **IS:18.2.3.1 Application Procedure**

- (i) Application for renewal of an Airline Operating Permit (AOP) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The Application for an AOP shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expiration of the existing AOP.

#### **IS:18.2.3.2 Requirements**

The following supporting documents are required for processing the application:

- (a) Receipt of payment of five hundred and fifty thousand (₦550,000.00) Naira being
  - a) ₦250,000.00 processing fee; and
  - b) ₦300,000.00 utilization fees.
- (b) Evidence of utilization of Permit vides the following details: -
  - (i) Number and type (s) of aircraft in use;
  - (ii) Insurance of aircraft in use, including passenger, cargo and third party.
  - (iii) Routes operated; and
  - (iv) Total number of passenger, cargo and mail carried during the period of operation of the expiring permit.
- (c) Evidence of submission of monthly statistical returns of operations to the Authority.
- (d) Evidence of regular and up to date payment of aviation charges.

#### IS:18.2.3.3 **Security Clearance**

IS:18.2.3.3.1 Security clearance shall be required for renewal.

IS:18.2.3.3.2. Provided there is a satisfactory report on the airline and the airline has fulfilled the above listed requirements, the AOP shall be renewed by the Director General for a further period of three (3) years.

#### IS:18.2.3.4 **Validity of Renewed Permit and Utilization Fee.**

- (i) The validity of a renewed AOP shall be three (3) years.
- (ii) An annual utilization fee of ₦100,000.00 shall be paid to the Authority

#### IS:18.2.3.5 **Additional Information**

On receipt of an application for an AOP, the Director General may request additional information from the applicant as may be deemed necessary.

### IS:A18.2.4 **Requirements for Grant of Permit for Non-Commercial Flights (PNCF)**

#### IS:18.2.4.1 **Procedure for Application**

- (i) Application for grant of Permit for Non-Commercial Flights (PNCF) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.

- (iii) The application for renewal of PNCF must be submitted to the Director General, Nigerian Civil Aviation Authority on or before a date not less than six (6) months to the expiration of the existing PNCF.

#### IS:18.2.4.2 **Requirements**

- (i) The application ~~letter~~ for the grant of the PNCF must contain the following particulars:
- (a) Purpose for which the aircraft will be used
  - (b) Number and type(s) of aircraft to be operated
  - (c) Area of operation of flights (i.e. whether within and outside Nigeria)
- (ii) The following supporting documents are required for processing the application:
- (a) Duly completed Personal History Statement (PHS) form(s) with two passport photographs in respect of the owner of the aircraft or each shareholder of the company having more than five percent (5%) equity shareholding (the forms are to be obtained from the Authority);
  - (b) Receipt of payment of ₦250,000.00 non-refundable processing fee (Bank Draft to be made payable to the Authority);
  - (c) Source(s) of funds for the maintenance and safe operation of the aircraft;
  - (d) Tax clearance certificate(s) of the owner of the aircraft or company and its directors;
  - (e) 4 copies of Certified true copy of certificate of incorporation and memorandum of article of association of the company (where applicable);
  - (f) Personal identification document (such as international passport, drivers license etc) and curriculum vitae where applicant is an individual).

#### IS:18.2.4.3 **Security Clearance**

The Authority shall during the course of processing the application, forward the Personal History Statement forms and other relevant documents to the Ministry responsible for Aviation to enable it seek on behalf of the applicant, security clearance, from the Presidency.

#### IS:18.2.4.4 **Annual Utilization Fee**

Upon receipt of PNCF, a utilization fee of fifty thousand (₦50,000) Naira shall be paid to the Authority annually.

#### IS:18.2.4.5 **Additional Information.**



- (i) On receipt of an application of a PNCF, the Director General may request for additional information from the applicant as may be deemed necessary;
- (ii) No aircraft can be imported into the country without pre-arrival inspection; and
- (iii) No aircraft operation can commence without NCAA Safety Clearance from the Directorate of Airworthiness and the Directorate of Operations and Training.

**IS:B 18.2.4 Guidelines and Requirements for Renewal of Permit for Non-Commercial Flights (PNCF)**

**IS:18.2.4.1 Procedure for Application**

- (i) Application for renewal of Permit for Non-Commercial Flights (PNCF) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application for the PNCF must reach the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expiration of the existing PNCF.

**IS:18.2.4.2 Requirements**

The following supporting documents are required for processing the application:

- (i) Duly completed Personal History Statement (PHS) form(s) in respect of the owner of the aircraft or Shareholders of the company having more than five percent (5%) equity shareholding (The forms are to be obtained from the Authority);
- (ii) The Authority's receipt of payment of ₦150,000.00 processing fee.

**IS:18.2.4.3 Security Clearance**

IS:18.2.4.3.1 Security clearance shall be required for the renewal of a PNCF.

IS:18.2.4.3.2 Provided there is a satisfactory report on the PNCF holder and the holder has fulfilled the above listed requirements, the PNCF shall be renewed by the Authority for a period of three (3) years.

**IS:18.2.4.4 Validity Period of the PNCF and Annual Utilization Fee**

- (i) The validity of the renewed Permit shall be three (3) years.
- (ii) A utilization fee of ₦50,000.00 shall be paid to the Authority annually.

#### IS:18.2.4.5 **Additional Information**

On receipt of an application for a PNCF, the Director General may request for additional information from the applicant as may be deemed necessary.

### IS:A18.2.5 **Requirements for Grant of Air Travel Organizer's Licence (ATOL)**

#### IS:18.2.5.1 **Procedure for Application**

- (i) Application for the grant of an Air Travel Organizer's Licence (ATOL) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expected date of utilization of the ATOL.

#### IS:18.2.5.2 **Requirements**

- (i) The application for the grant of ATOL should contain inter alia the following information;
  - (a) Types of Travels and Tours
  - (b) Principal Catchment Areas
  - (c) Principal Destination(s)
  - (d) Flight Arrangement(s)
- (ii) The following supporting documents are required for processing the application:
  - (a) Four (4) copies of certified true copy of the certificate of incorporation of the company
  - (b) Four (4) copies of certified true copy of:
    - (i) the memorandum and articles of association
    - (ii) Particulars of the Directors of the Company (Form CAC7)
    - (iii) Statement of Share Capital or Return of Allotment (Form CAC2) with minimum PAID-UP share capital of five million (₦5,000,000) Naira;
  - (c) Four(4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
  - (d) Performance Bond of ₦7.5 million from a Bank or Insurance company. The Bond should cover the two (2) year validity period of the ATOL when issued;

- (e) An Audited Statement of Accounts for the last three (3) years for an existing company or certified opening balance sheet in case of new business;
- (f) Publication of Notice of the application in two (2) national daily newspapers. The publication should contain information on the application submitted to the Authority for the grant of an ATOL.
- (g) Receipt of payment of ₦500,000 non-refundable processing fee to the Authority.

#### IS:18.2.5.3 **Additional Requirements For Multiple Flights**

An ATOL holder wishing to carry out series of holiday packages at a particular time over a period of two (2) weeks or more such as religious pilgrimage, etc in addition to the initial ₦7.5million Bond earlier submitted during the processing of its ATOL, will be required to produce a Bank/Insurance Bond based on 15% of forecast turnover. This means that the value of the Bond to be submitted to the Authority before the operation shall be 15% of the expected gross revenue from the passengers or pilgrims to be carried.

### IS:B18.2.5 **Requirements for Renewal of Air Travel Organizer's Licence (ATOL)**

#### IS:18.2.5.1 **Procedure for Application**

- (i) Application for renewal of an Air Travel Organizer's Licence (ATOL) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application for renewal of an ATOL must be submitted to the Director-General, Nigerian Civil Aviation Authority on or before a date not less than three (3) months to the expiration of the existing ATOL.

#### IS:18.2.5.2 **Requirements**

The following supporting documents are required for processing the application:

- (a) Performance Bond of ₦7.5million from a reputable bank or insurance company. The Bond should cover the two (2) years validity period of the ATOL when issued.
- (b) Evidence of utilization of the expired ATOL to wit the following documents
  - (i) Types of travel arrangements made, whether whole plane charter or otherwise;

- (ii) Name(s) of aircraft operator(s) or airline(s) used;
  - (iii) Types of tours organized and destination; and
  - (iv) Total number of passengers carried for the various tour packages during the period of operation of the expiring licence.
- (c) Audited Statement of Account or Auditor's report of operation carried out by the company.
- (d) Receipt of payment of ₦250,000.00 non-refundable processing fee to the Authority.

#### IS:18.2.5.3 **Validity Period of Renewed ATOL**

The validity of a renewed ATOL shall be two (2) years with effect from the date of issuance by the Authority.

#### IS:18.2.5.4 **Additional Requirements For Long Term Charter Operations**

An ATOL holder wishing to carry out series of holiday packages at a particular time over a period of two (2) weeks or more such as religious pilgrimage, etc in addition to the initial ₦7.5million Bond earlier submitted during the processing of its ATOL, will be required to produce a Bank or Insurance Bond based on 15% of forecast turnover. This means that the value of the Bond to be submitted to NCAA before the operation shall be 15% of the expected gross revenue from the passengers or pilgrims to be carried.

#### IS:18.2.6 A **Requirements for Grant of Permit for Aerial Aviation Services (PAAS)**

##### IS:18.2.6.1 **Procedure for Application**

- (i) Application for grant of a Permit for Aerial Aviation Services (PAAS) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General on or before a date not less than six (6) months to the expected date of utilization of the PAAS.

##### IS:18.2.6.2 **Requirements**

- (i) The application for the grant of PAAS must contain the following particulars:
  - (a) Name and address of applicant;
  - (b) Type(s) of air services to be provided;

- (c) Proposed operational base of applicant;
  - (d) Details of proposed routes to be operated where applicable;
  - (e) Number and types of proposed aircraft to be utilized; and
  - (f) Time and frequency of the services.
- (ii) The following supporting documents are required for processing the application:
- (a) Four (4) copies of certified true copy of the certificate of incorporation of the company
  - (b) Four (4) copies of certified true copy of:
    - (i) the memorandum and articles of association
    - (ii) Particulars of the directors of the company (Form CAC7)
    - (iii) Statement of Share Capital/Return of Allotment (Form CAC2) with minimum PAID-UP share capital of ₦20,000,000 (twenty million Naira); and at least one member of the board of directors must be an aviation professional in line with the provisions of the Act. In addition, the majority shareholding shall be held by Nigerian(s);
  - (c) Four(4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
  - (d) Four(4) copies of a detailed business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit and loss statements), cash flow analysis and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services.
  - (e) Evidence of the applicant's solvency to undertake the business.
  - (g) Duly completed application forms (to be obtained from the Authority).
  - (h) Duly completed Personal History Statement (PHS) forms and two(2) passport photographs in respect of each of the shareholders of the company having more than five percent (5%) equity shareholding (forms are available at the Authority).
  - (i) Receipt of payment of ₦500,000 (five hundred thousand Naira) non-refundable processing fee. (Bank draft made payable to the Authority).

#### IS:18.2.6.3 **Publication in the Official Gazette**

The Authority will in the process of carrying out the technical evaluation of the application cause the notice of application to be published

in the Official Government Gazette, the fee of which shall be borne by the applicant.

**IS:18.2.6.4 Security Clearance**

No person shall operate an aircraft in Nigeria without a security clearance issued by the Government. Applicants duly completed Personal History Statement (PHS) forms and other relevant documents will be forwarded by the Authority to the Ministry responsible for Aviation for purpose of security clearance.

**IS:18.2.6.5 Annual Utilization Fee**

Upon receipt of PAAS, an annual utilization fee of ₦100,000.00 shall be paid to the Authority.

**IS:18.2.6.6 Additional Information**

On receipt of an application for a PAAS, the Director General may request for additional information from the applicant as may be deemed necessary.

**IS:B18.2.6 Requirements for Renewal of Permit for Aerial Aviation Services(PAAS)**

**IS:18.2.6.1 Procedure for Application**

- (i) Application for the renewal of Permit for Aerial Aviation Services (PAAS) shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant
- (iii) The application must be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expiration of the existing PAAS

**IS:18.2.6.2 Requirements**

The following supporting documents are required for processing the application:

- (a) Receipt of payment of five hundred and fifty thousand (~~₦~~550,000.00) Naira being:
  - (i) ~~₦~~250,000.00 processing fee; and
  - (ii) ~~₦~~300,000.00 utilization fees at ₦100, 000.00 per annum.
- (b) Evidence of utilization of PAAS.
- (c) Evidence of regular and up-to-date payment of aviation charges.

**IS:18.2.6.3 Security Clearance**

IS:18.2.6.3.1 Security clearance shall be required for renewal.

IS:18.2.6.3.2 Provided there is a satisfactory report on the holder of PAAS has fulfilled the above listed requirements, the PAAS shall be renewed by the Director General for a further period of three (3) years.

**IS:18.2.6.4 Validity of Renewed PAAS and Annual Utilization Fee.**

- (i) The validity of a renewed PAAS shall be three (3) years.
- (ii) An annual utilization fee of ₦100,000.00 shall be paid to the Authority.

**IS:18.2.6.5 Additional Information**

On receipt of an application for a PAAS, the Director General may request for additional information from the applicant as may be deemed necessary.

### 18.3 DOMESTIC OPERATIONS

#### 18.3.1 General

18.3.1.1 This section shall apply to domestic airline operations in Nigeria.

18.3.1.2 Airline operations in Nigeria is deregulated.

18.3.1.3 Subject to these regulations, domestic airlines may determine the route(s) to operate, the frequency or frequencies of operations and fares to be charged.

18.3.1.4 All domestic airlines operating in Nigeria shall notify the Authority of the route (s) to operate, the frequency or frequencies of operations and fares to be charged prior to the introduction of these routes, frequencies and fares.

#### 18.3.2 Mode of Operation

##### 18.3.2.1 Scheduled Domestic Operations.

18.3.2.1.1 Prior to commencement of operation an ATL holder shall:

- (i) obtain Air Operator Certificate (AOC) from the Authority;
- (ii) have at least two (2) aircraft in its fleet;
- (iii) provide adequate insurance cover for passengers, cargo and third party; ~~and~~

All airlines engaged in domestic operations shall have in place arrangements for tickets interlining.

18.3.2.1.3 All Airlines engaged in domestic operations shall operate in accordance with the conditions specified in their Licences.

##### 18.3.2.2 Scheduled Domestic Operations (Charter)

18.3.2.2.1 A Holders of Airline Operating Permit (AOP) prior to commencement of operation shall:

- (i) obtain Air Operator's Certificates (AOCs) from the Authority; and
- (iii) provide adequate insurance cover for passengers, cargo and third party.

18.3.2.2.2 All domestic Airlines engaged in non-scheduled operations shall not sell ~~of~~ tickets or carry out any form of scheduled operations.

18.3.2.2.3 All domestic Airlines engaged in non scheduled operations shall submit their client invoice and passenger manifest to the Authority after every flight.

18.3.2.2.4 All domestic Airlines engaged in non scheduled operations shall operate in accordance with the conditions specified in their Permits.

### 18.3.2.3 **Non- Commercial Domestic Operations (Private)**

18.3.2.3.1 Holders of Permit for Non-Commercial Flights (PNCF) shall:

- (i) prior to the commencement of operations obtain Safety Clearance Certificates (including Maintenance Clearance Certificate (MCC) and Flight Operations Clearance Certificate (FOCC)) from the Authority (ii) submit to the Authority details of their flight operations including names of passengers carried, route(s) operated and times of operations;
- (iii) not engage in any form of carriage for hire and reward; and
- (iv) operate in accordance with the conditions specified in their Permits.

### 18.3.2.4 **Aerial Operations**\_(crop spraying, banner towing, etc)

18.3.2.4.1 Holders of Permit for Aerial Aviation Services (PAAS) shall:

- (i) obtain Safety Clearance Certificates from the Authority before commencement of operations;
- (ii) not engage in any form of carriage for hire and reward;
- (iii) not engage in any form of operation different from those specified in their Permits; and
- (iv) operate in accordance with the conditions contained in their Permits.

### 18.3.2.5 **Organized Package Tours**

18.3.2.5.1 Holders of Air Travel Organizer's Licence (ATOL) shall:

- (i) not engage in aircraft operations;
- (ii) have current and adequate Bank or Insurance Bonds to cover their operations;



- (iii) ensure that their passengers are catered for and are treated in accordance with the contract of carriage and as specified in these Regulations; and
- (iv) operate in accordance with the conditions specified in their Licences.

#### 18.3.2.6 **Interlining of Tickets**

18.3.2.6.1 All airlines engaged in domestic operations shall ensure that tickets sold to passengers can be used on any other airline operating on the same route under interlining arrangements.

18.3.2.6.2 All airlines engaged in domestic operations shall participate in the domestic clearing system for the interlining of tickets.

#### 18.3.2.7 **Self handling Operations**

18.3.2.7.1 Domestic airlines will endeavor to use the services of existing handling companies.

18.3.2.7.2 Where a domestic airline decides to handle itself, it shall obtain approval from NCAA after duly fulfilling the statutory requirements as specified by the Authority

18.3.2.7.3 All self handling operations shall be in accordance with ICAO and IATA Airport Handling Manual rules and these regulations.

#### 18.3.2.8 **Billing and Settlement Plan (BSP)**

18.3.2.8.1 All domestic airlines shall join and trade on the IATA Billing and Settlement Plan (BSP).

### 18.4 **REGIONAL AND INTERNATIONAL OPERATIONS BY NIGERIAN AIRLINES**

#### 18.4.1 **Scheduled Operations by Nigerian Airlines**

18.4.1.1 The Authority shall issue an Air Carrier's Permit (ACP) to designated Nigerian airlines on international routes, subject to the airline fulfilling the requirements specified in IS 18.4.1.1 to these regulations and as may be published by the Authority from time to time

18.4.1.2 All Nigerian airlines designated on regional and international routes in addition to obtaining safety certificates shall:

- (i) join IATA and the IATA Clearing House as well as pass the IATA Operational Safety Audit (IOSA);
- (ii) have adequate financial capability for such operations

18.4.1.3 All Nigerian airlines shall endeavor to have foreign technical partners.

#### 18.4.2 Non-Scheduled Operations by Nigerian Airlines.

##### 18.4.2.1 Non-Scheduled Passenger (Charter) Operations -Commercial

18.4.2.1.1 Holders of Air Operator's Certificates (AOCs) are not required to obtain flight clearances from the Authority prior to undertaking non-scheduled international operations, but shall be required to depart and enter the country through designated customs' airports.

##### 18.4.2.2 Non-Scheduled Cargo (Charter) Operations

18.4.2.2.1 Holders of Airline Operating Permit (AOP) engaged in cargo operations shall:

- (i) obtain Air Operator's Certificates (AOCs) from the Authority prior to commencement of operation
- (ii) engage in cargo operations worldwide
- (iii) not pay royalty on cargo carried
- (iv) put in place adequate insurance cover for its cargo operations
- (v) submit to the Authority their airway bills and client invoices.
- (vi) enter and depart the country through designated customs airport.

##### 18.4.2.3 Private Operations

18.4.2.3.1 No person shall operate a private aircraft into and out of Nigeria without a flight clearance issued by the Authority such operations shall be undertaken only at designated Customs' airports

#### IS:18.4.1.1 A **Guidelines and Requirements for Designation of Nigerian Airlines on International Routes**

These requirements shall apply to Nigerian airlines seeking designation on international routes.

### **PART ONE**

#### **Application Procedure**

(i) Application for designation on international routes shall be made in writing to the Minister responsible for Aviation. The application shall thereafter be forwarded to the Authority for assessment.

(ii) The application shall contain the following particulars:

- a. Details of routes to be operated;
- b. Number and type(s) of aircraft to be used for the operation(s);

- c. Details of airline's existing fleet, including number and age of aircraft;
- d. Point(s) of departure and entry in Nigeria; and
- e. Point(s) of entry and departure in the country or countries the airline intends to operate to.

#### IS:18.4.1.1.2 Requirements.

The following supporting documents are required for processing the application:

- (a) Four (4) copies of certified true copy of the certificate of incorporation of the company
- (b) Four (4) copies of certified true copy of:
  - (i) The memorandum and articles of association;
  - (ii) Particulars of the directors of the company (Form CAC7);
  - (iii) Statement of Share Capital/Return of Allotment (Form CAC2) with minimum PAID-UP share capital of 1 to ₦1 billion (one billion Naira) for regional routes and ₦2 billion (two billion Naira) for international routes.
- (c) A copy of valid Air Transport License (ATL) of the applicant.
- (d) A business Plan on the Operation of the proposed route(s).

The business plan shall contain but not necessarily be limited to the following:

- i. Route viability analysis including detailed projected expenditure and revenue forecasts. The expenditure should be on such operating cost items as fuel, airport charges, handling charges, aircraft lease or depreciation, aircraft maintenance, catering, insurance, personnel etc. While the revenue figures should include proposed load factors, fares and tariffs both at base and outstations, etc;
- ii. A projected Balance Sheet including profit and loss account and current assets and liabilities for the next two (2) years (24months); and
- iii. A projected cash flow statement and liquidity plan for the first three (3) months of operation.
- iv The assumptions used for the computations.

(e) Evidence of ability to meet fixed and operational costs incurred from operations for the first three (3) months without generating any income; and

(f) Evidence of ability to meet its actual and potential obligations for a period of twenty-four (24) months from the start of operations.

(g) The applicant is also required to submit the following:

- (i) Details of Insurance Policy or Policies covering hull, passenger and cargo, crew and the third Party. Limits

- of this cover shall be in accordance with the provision of the Civil Aviation Act, the Regulation, Rules, Orders made there under
- (ii) Details of airline ownership structure and operational control of the airline.
  - (iii) Details of management team.
  - (iv) Mode of acquisition of the aircraft proposed for utilization on the route(s) and evidence of ownership of more than one aircraft.
  - (v) Technical and maintenance arrangements in place or being put in place.
  - (vi) Details of the airline security programme in accordance with National Civil Aviation Security Programme and Carriage of Dangerous Goods in accordance with Part 15 of Nig.CARs, ICAO Doc. 9284 Technical Instruction For Safe Transport Of Dangerous Goods By Air.
  - (vii) Evidence of three (3) years audited statement of account for existing airlines and certified opening balance sheet for new Airlines.
  - (viii) Current Tax Clearance Certificates of the company and its Directors.
  - (ix) Proposed arrangements put in place or to be put in place for fuelling of aircraft, catering and handling of passengers and cargo and aircraft; as well as organizational provisions at outstations.
  - (x) Evidence and details of applicant's computer reservation system.
  - (xi) Details of communication network in place.
  - (xii) Ticketing sales arrangements.
  - (xiii) Samples of tickets, baggage tags, manifest and other related documents necessary to conduct a commercial flight
  - (xiv) Evidence of membership or arrangement to be a member of IATA.
  - (xv) Existing or proposed commercial arrangement with other operators (e.g.alliance, code share, interline, sales agency, etc) (if any).
  - (xvi) Details of technical partners (if any).
  - (xvii) Details of applicants experience on scheduled domestic passenger operations and international passenger or cargo and charter operations for operating airlines. While new airlines must show evidence of capability and competence in terms of finance, personnel, equipment and organization to carry out international passenger/cargo operations.
  - (xviii) Evidence of meeting all financial obligations associated with its operations such as aviation charges If required
  - (xix) Additional Information if required.

IS 18.4.1.1.3 The Authority shall forward its technical report with appropriate recommendations to the Minister.

**IS:18.4.1.1B Guidelines and Requirements for Grant of Air Carrier's Permit to designated Nigerian Airlines on International Routes**

A designated Nigerian Airlines wishing to obtain an Air Carrier's Permit (ACP) for international operations shall fulfill the following requirements:-

- (i) Make a payment of a non-refundable processing fee of ~~₦~~5 million for African routes and ~~₦~~10 million for intercontinental routes PROVIDED that Airlines designated on both African and intercontinental routes shall ~~₦~~10 million only to the Authority.
- (ii) The designated airline shall also submit the following documents:
  - (a) A revised business plan on the proposed operations of the airline.
  - (b) Evidence of detailed arrangements of the proposed destinations to support the intended operations.
  - (c) Evidence of authorized share capital commensurate with the scope of operation. For African routes ~~₦~~1 billion, while intercontinental routes shall be ~~₦~~2 billion.
  - (d) Evidence of insurance policy for hull, passenger, cargo, third party liability in line with international standards.
  - (e) Evidence of organizational exposition detailing airline ownership and control, airline management structure and details of the airlines operations including engineering, marketing, sales and promotion, flight operations, flight planning and scheduling, arrangement for aircraft fuelling, handling, receipt and dispatch, catering and customer services.
  - (f) Evidence of computer reservation system and product distribution and or support system.
  - (g) Evidence of ownership or operational control of aircraft.
- (iii) An airline that has been approved for designation by government on international routes shall seek from the Authority, the variation of its Air Operator's Certificate (AOC) to cover routes and aircraft types to be operated.
  - (iv) An airline that has varied its AOC and obtained an Air Carrier's Permit (ACP) for international routes will have its designation process finalized by the Ministry through the exchange of diplomatic notes.
  - (v) Government reserves the right to withdraw from any designated airline, routes not operated consistently within a period of twelve (12) months for African routes and twenty four (24) months for intercontinental routes. Where a designated air carrier suspends

operation on a route for more than 12 months, government reserves the right to reassign the routes to other interested airline.

- (vi) Designated airlines shall pay destination inspections fees to the Authority and applicable negotiation or re-negotiation of applicable Bilateral Air Services Agreements (BASA).

**IS:18.4.1.1 C      Conditions and Privileges of Air Carrier's Permit (ACP) on International Routes**

- (i) All commercial alliances, code share arrangements etc being entered into by any designated airlines on allocated routes shall be submitted to the Ministry and the Authority for approval.
- (ii) No right on the designated routes can be subcontracted by an airline without approval of the Minister.
- (iii) Any airline that abandons a route for a period of twelve (12) months shall have the route withdrawn and given to another interested airline.
- (iv) An airline shall ensure compliance with its approved seasonal schedules. The Authority shall keep records of the dispatch reliability of airlines. Any airline that fall short of the benchmark set by the Authority will have its permit withdrawn.
- (v) An airline must put in place, a co-operative arrangement to cover its scheduled operations in case of unavoidable technical and operational problems.
- (vi) An Air Carrier's Permit (ACP) will be considered for revocation and the top management of the airline liable ~~to be~~ for prosecution if:
  - (a) the airline and or its agents are found engaging in criminal activities that can tarnish the image of the country.
  - (b) the airline by omission or commission promotes the interest of other nations above that of Nigeria.,
  - (c) the airline and or its agent fail(s) to meet safety and security standards, as well as financial obligations to creditors.
- (iv) Any other condition and priviledges that may be specified by the authority from time to time.

## **18.5 FOREIGN AIRLINE OPERATIONS INTO AND OUT OF NIGERIA**

### **18.5.1 Scheduled Operations by Foreign Airlines**

#### **18.5.1.1 Operations by Designated Foreign Airlines**

18.5.1.1.1 This section shall apply to foreign airline operations into and out of Nigeria.

18.5.1.1.2 Foreign airlines shall not operate into and out of Nigeria, without obtaining a Foreign Carriers' Operating Permit (FCOP) issued by the Authority.

18.5.1.1.3 Foreign airlines shall fulfill the requirements specified IS:18.5.1.1.3 A and IS:18.5.1.1.3 (B) to these regulations and as may be published by the Authority from time to time

18.5.1.1.4 The Authority's safety inspectors shall carry out safety assessment audit of the airline's base prior to the issuance of FCOP and commencement of operations.

18.5.1.1.5 Where the holder of a FCOP violates any provision of the the Act, regulations, rules and orders made thereunder, the Authority may suspend or revoke the FCOP.

18.5.1.1.6 Foreign airlines operating into and out of Nigeria for the purpose of scheduled international air services shall not have sales offices or outlets in cities other than the point(s) of entry specified in the subsisting bilateral air services agreement under which the foreign carrier is designated, and this shall be limited to the airports.

18.5.1.1.7 Foreign airlines operating into and out of Nigeria for the purpose of scheduled international air services shall not distribute tickets through banks and other financial institutions.

18.5.1.1.8 Foreign airlines shall not engage in self handling, but shall use the services of duly registered Nigerian handling companies.

#### **18.5.2 Non Scheduled Passenger (Charter) Operations by Foreign Airlines**

18.5.2.1 A foreign airline shall not conduct non-scheduled (charter) operations into and out of Nigeria without a flight clearance issued by the Authority.

18.5.2.2 No foreign airline shall engage in non-scheduled (charter) passenger operations into and out of Nigeria except in conjunction with a Nigerian ATOL holder.

### 18.5.3 Non Scheduled Cargo (Charter) Operations by Foreign Airlines

18.5.3.1 A foreign airline engaged in non-scheduled cargo operations into and out of Nigeria shall obtain flight clearance from the Authority and also pay royalty to the Authority as may be determined by the Authority from time to time.

#### IS:18.5.1.1.3 A **Implementing Standards**

#### **Requirements for the Commencement of Operations by Designated Foreign Airlines on Nigerian Routes**

##### IS 18.5.1.1.3.1 **Procedure for Application**

Foreign airlines applying to operate scheduled services into and out of Nigeria shall fulfill the under listed requirements:

- i. be designated under an existing Bilateral Air Services Agreement (BASA) between its government and Nigeria.
- ii. submit necessary supporting documents through diplomatic channels, to the Nigerian aeronautical authority. Details of such designation must be in accordance with the provisions of the existing BASA, upon which such designation is being made.
- iii. Designated airlines must fulfill the requirements of Part 10 of the Nigerian Civil Aviation Regulations (Nig.CARs) on Commercial Air Transport by Foreign Air Carriers within Nigeria before the FCOP can be issued by the Authority.

##### IS 18.5.1.1.3.2 **Requirement**

The following documents shall to be provided by the designating country or airline shall include:

##### (a) **Details of the designated airline including:**

- i. Name of airline
- ii. Address of its principal place of business (Head Office)
- iii. Details of airline's ownership structure
- iv. Nationality of airline
- v. Address in Nigeria
- vi. Names and address of the airline's representative(s) in Nigeria
- vii. Proposed ground handling company to be used
- viii. Aircraft type(s) to be utilized for the proposed operation
- ix. Aircraft configuration and specifications

##### (b) **Airline's Aircraft Documents**

- i. Air Operator's Certificate (AOC)



- ii. Evidence of comprehensive insurance cover for aircraft, passenger, cargo and third party liabilities.
- iii. Certificate of aircraft Registration (for each Aircraft) to be operated on the route
- iv. Certificate of Airworthiness (for each Aircraft) to be operated on the route.

(c) **Airline Security Manual**

The designated airline shall submit a copy of its Security Manual which should be in accordance with The National Civil Aviation Security Programme.

(d) **Dangerous Goods Manual**

The designated airline shall submit a copy of its Dangerous Goods Manual which should be in accordance with Technical Instruction For The Safe Transport Of Dangerous Goods by Air Doc. 9284, Part 15 of Nig.CARs

(e) **Other Supporting Documents**

- i. Proposed tariff on the route.
- ii. Proposed flight schedule and timetable.
- iii. Existing and proposed commercial arrangements with other operators i.e. alliance, code-share, interline, sales agency, etc.
- iv. Evidence that substantial ownership and effective control of the airline are vested in the designating party or its nationals.
- v. Any other licence or approvals issued by the aeronautical authorities of the airline's designating country.

**IS 18.5.1.1.3.3 Base Inspection**

The Authority's safety inspectors shall carry out safety assessment audit of the airline's base prior to the issuance of FCOP and commencement of operations.

## **18.6 AIR SERVICES AGREEMENTS**

18.6.1 This section shall apply to the:

- (i) consultative and advisory process by the Authority in respect of international agreements, bilateral air services agreements, multilateral air service agreements, commercial agreements, and all other agreements, protocols or documents related to membership of an international organization, granting of traffic rights in air services agreements, performance of a covenant of an international nature, or stipulating adherence to international standards; and

(ii) monitoring of the operations of foreign airlines operating under subsisting bilateral air services agreements, multilateral air services agreements, commercial agreements and other Sub-regional and Regional Protocols and Agreements.

#### **18.6.2 Internal Procedure In Consultation And Advice Process**

18.6.2.1 Upon notification by the Minister of the requirement for the Authority's advice, input or participation in respect of any international agreement, the Director-General shall constitute a committee comprising persons in the Directorate of Air Transport Regulation and Legal Department to prepare Nigeria's position on the issue.

18.6.2.2. The Authority shall forward the Nigeria's position to the Minister.

#### **18.6.3 Principles for Consultation and Advice to the Minister on International Agreements**

18.6.3.1 In its deliberations and actions under this sub section, the Authority shall be guided by the overriding principle of promoting the overall interest of the Nigerian nation. It shall also be guided by the following principles which shall constitute minimum standards applicable to the Authority's consultation and advisory process:

(i) Encourage competition and the development of new and expanded international air services to benefit travellers, airlines, the tourism and business sectors;

(ii) Create opportunities for Nigerian airlines to grow and compete successfully in a more liberalized global environment;

(iii) Enable Nigerian airports to market themselves in a manner that is unhindered by bilateral constraints to the greatest extent possible.

(iv) Support and facilitate Nigeria's international trade objectives.

(v) Support a safe, secure, efficient, economically healthy and viable Nigerian air transportation industry;

(vi) Protect consumers from unreasonably discriminatory practices and the application of all subsisting consumer protection regulations.

#### **18.6.4 BASA Monitoring**

18.6.4.1 The Authority shall monitor the operations of all foreign airlines operating into and out of Nigeria to ensure that their operations are in accordance with the provisions of the subsisting BASAs, MASAs, Commercial Agreements and approvals guiding their operations.

18.6.4.2 The Authority shall ensure that the frequencies being operated by foreign airlines are in accordance with the Seasonal Schedules approved by the Minister.

### 18.6.5 Commercial Agreements

18.6.5.1 This sub section shall apply to the collection of flight data, billing and maintenance of account or accounts for the payment of royalties accruing to the country from commercial agreements with foreign airlines.

18.6.5.2 All foreign airlines having commercial agreements with Nigeria shall pay all royalties accruing to the country into a designated account(s) with the Central Bank of Nigeria (CBN).

18.6.5.3 All foreign airlines operating under commercial agreements shall forward to the Authority, passenger and cargo manifests, load sheets, air waybills and any other information that will be necessary for accurate billing, not later than twenty-four (24) hours after each flight.

18.6.5.4 A Reconciliation Committee shall be instituted for the purpose of resolution of disputes and discrepancies arising from bills forwarded to the foreign airlines by the Authority. The Reconciliation Committee shall comprise the Ministry, the Authority and the concerned airline.

18.6.5.5 Non-compliance with the terms of payment in the commercial agreement by any airline will lead to the suspension or withdrawal of such services in addition to up to nine percent (9%) compound interest rate on the unsettled amount to be reflected in subsequent commercial agreements.

### 18.6.6 Multilateral Agreements

18.6.6.1 The Authority shall continue to promote the interests of Nigeria in the monitoring and implementation of the Yamoussoukro Decision, The Banjul Accord Group (BAG) Agreements and any other Multilateral Agreements and Protocols to which Nigeria is signatory.

18.6.6.2 The Authority shall continue to support and facilitate the implementation of the resolution of the Banjul Accord Group Council of Ministers to turn airline operations of the BAG States into domestic operations.

### 18.6.7 Open Skies Agreements

18.6.7.1 The Authority shall continue to promote the interest of Nigeria, Nigerian airlines as well as the sustainable development of the Nigerian aviation industry, in fulfilling the country's obligation in any open skies agreement to which Nigeria is a signatory.

## 18.7 AIRPORT AND AIR NAVIGATION SERVICES

18.7.1 This section shall apply to the economic regulation of airports, air navigation services, aero-meteorological services and other related services.

### 18.7.2 Entry into the Airport Business

18.7.2.1 Any person or body corporate, state or local government intending to provide airport services shall show evidence of adequate financial capability to provide the necessary infrastructure in accordance with the guidelines and requirements set by the Authority.

18.7.2.2 Any person or body corporate intending to establish aerodrome or take over an existing aerodrome shall be required to obtain Security Clearance from the Presidency.

### 18.7.3 REGULATION OF CHARGES, FEES AND TARIFFS

18.7.3.1 All airport operators, air navigation service provider(s), aero-meteorological service provider(s) and other service providers shall obtain the approval of the Authority before revising and imposing new charges, fees and tariffs for their services.

18.7.3.2 All airports, air navigation and aero-meteorological service providers shall provide financial or other data as may be required by the Authority to determine the basis for charges, fees and tariffs.

18.7.3.3 All airports, air navigation and aero-meteorological service providers shall adhere to the principles and procedures of consultation with users, cost-relatedness, non-discrimination and transparency in the application of charges, fees and tariffs.

18.7.3.4 All airports, air navigation and aero-meteorological service providers shall adhere to the policies, principles and guidelines contained in ICAO's documents, Doc.9082 (Charges for Airports and Air Navigation Services), Doc.9562(Airport Economic Manual) and Doc.9161 (Manual on Air Navigation Services Economics) or as may be amended by ICAO from time to time.

18.7.3.5 Any person(s) who violates the provision of regulations 18.7.3.1 shall be liable to the penalty set forth in the sanctions regime of these regulations.

### 18.7.4 SERVICE LEVEL AGREEMENTS (SLAs)

18.7.4.1 All airports, air navigation and aero-meteorological service providers are required to develop internal mechanisms for performance monitoring.

18.7.4.2 All airports, air navigation and aero-meteorological service providers shall enter into service level agreements (SLAs) with the users of their services.

### 18.7.5 Financial Returns and other Obligations

18.7.5.1 All airports, air navigation and aero-meteorological service providers shall submit to the Authority a 5-year business plan.

18.7.5.2 All airports, air navigation and aero-meteorological service providers shall submit their financial returns yearly, or at such periodic intervals in formats as may be prescribed by the Authority.

18.7.5.3 These financial returns shall include, but not be limited to income and expenditure statement, profit and loss statement, cash flow statement, insurance policy and evidence of payment of premiums, and other returns that may be required by the Authority.

### I.S:18.7.3.1 Guidelines and Requirements for Introduction and Revision of Aviation Charges

I.S:1.3.1 Any airport operator, air navigation service provider or aero-meteorological service provider intending to introduce or revise charges shall submit to the Authority, an application for approval to introduce or revise the charges. The application which shall be addressed to the Director General of the Authority shall be submitted at least sixty (60) days prior to the introduction of the new charges, fee and tariffs

I.S:1.3.2 The application shall be accompanied with the necessary documents justifying the need for the introduction or revision of the charges, fees and tariffs.

. These documents shall include but not limited to the following:

- (i) Financial projections based on existing charges, fees and tariffs.
- (ii) Financial projections based on proposed charges, fees and tariffs.
- (iii) Minutes of meeting between the operator and the users of the service in accordance with ICAO Doc.9082.

I.S:1.3.3 The Authority may require additional information or documents and invite the operator to meetings, if necessary.

## 18.8 FACILITATION OF AIR TRANSPORT

18.8.1 This section shall apply to efficient processing and expeditious clearance of passengers, crew, cargo, mail and aircraft at the airports.

18.8.2 The Authority shall collaborate with all relevant Government ~~and security~~ agencies (Customs, Immigration, Port Health, NDLEA, SSS, Plant Quarantine, AVSEC, Police) at the airports to ensure an effective and efficient facilitation process.

18.8.3 Every airport operator, airline and ground handling company shall:

- (i) provide facilities and services that will ensure efficient processing of passengers, crew, cargo, mail and aircraft at the airports.
- (ii) provide facilities at the airports to enhance the movement of Persons with Reduced Mobility (PRM) and also ensure that no passenger is discriminated against on the grounds of his/her disability or reduced mobility.

### 18.8.4. National Facilitation Programme

18.8.4.1 The Authority shall initiate the process for the establishment of a National Facilitation Programme to provide for and facilitate the border-crossing formalities that must be accomplished with respect to aircraft engaged in international operations and their passengers, crew and cargo. The composition, terms of reference and mode of operations of the National Facilitation Programme shall be as specified in IS 18.8.4 of these regulations.

### 18.8.5 Airport Facilitation Programme

18.8.5.1 Every airport operator shall establish an Airport Facilitation Committee at its airport.

18.8.5.2 The composition, terms of reference and mode of operations of the Airport Facilitation Committee shall be as ~~prescribed~~ specified in IS:18.8.5 of these Regulations.

### 18.8.6 Airport Slot Allocation Committee

18.8.6.1 Every airport operator shall establish where necessary, a Slot Allocation Committee, which shall ensure the continued access of airlines to the airport on a fair, transparent and non-discriminatory basis.

18.8.6.2 The composition, terms of reference and mode of operation of the Slot Allocation Committee shall be as specified in IS18.8.6.2 of these Regulations.

IS: 18.8      **Implementing Standards**

IS:18.8.4   **Nigerian National Facilitation Programme (NNFP)**

(i) The Nigerian National Facilitation Programme (NNFP), shall be in conformity with the provisions of ICAO Annex 9 on Facilitation.

(ii)      **Purpose of the NNFP**

The purpose of this NNFP is to facilitate border-crossing formalities which must be accomplished with respect to aircraft engaged in international operations and their passengers, crew and cargo, in line with the Chicago Convention, 1944.

(iii)     **Scope of the NNFP**

The NNFP contains applicable Articles of the Chicago Convention and the responsibilities for implementing the Articles in accordance with the Standards and Recommended Practices (SARPs) of Annex 9 on Facilitation.

(iv)     **Organization & Management of NNFP**

The primary responsibility of the NNFP shall rest with the Director General, Nigerian Civil Aviation Authority, while the implementation shall be through the National Facilitation Committee and the Airport Facilitation Committees.

v         **Composition of the National Facilitation Committee**

The membership of the National Facilitation Committee shall be made up of the following organisations or agencies:

- a)      NCAA (Director-General NCAA shall be the Chairman)
- b)      Aviation Ministry;
- c)      The Airport Operators
- d)      Nigeria Customs Services;
- e)      Nigeria Immigration Services;
- f)      Nigeria Police Force;
- g)      Foreign Affairs Ministry;
- h)      Nigerian Agricultural Quarantine Service;
- i)      State Security Service;
- j)      Nigerian Drug Law Enforcement Agency;
- k)      Port Health;
- l)      Nigerian Airspace Management Agency;
- m)      Tourism;
- n)      Airline operators; and
- o)      National Aviation Security Committee.

(vi) **Guidelines for National Facilitation Committee**

- (a) The National Facilitation Committee shall be responsible for implementation of the application Articles of the Chicago Convention as follows:

**(i) Article 12 - Landing at Customs Airport**

The National Facilitation Committee shall:

- (a) Designate Customs airports in Nigeria;
- (b) Develop procedures through which operators of scheduled and non-scheduled services may request permission to land or depart from customs airports; and
- (c) Arrange for border inspection services at customs airports.

**(ii) Article 13 - Entry and Clearance Regulation**

The National Facilitation Committee shall:

- (a) Develop programmes for control of security problems such as document fraud, illegal migration, smuggling and touting;
- (b) Support the interested border control agencies in the establishment and maintenance of effective inspection systems at airports, and in their efforts to rationalize their respective procedures; and
- (c) Co-ordinate preparations for clearing large numbers of passengers, especially during holy pilgrimages.

**(iii) Article 14 - Prevention of Spread of Disease**

The National Facilitation Committee shall:

- (a) Establish, review and amend as necessary, the national policies regarding prevention of the spread of contagious diseases by air, for example, aircraft disinfection, public health-related quarantine programmes and screening measures to be applied in a health emergency.

**(iv) Article 22 - Facilitation of Formalities**

The National Facilitation committee shall:

- (a) Establish, review and amend as necessary, the national regulations which implement the State's customs, immigration and quarantine laws pertaining to international movements by air.

**(v) Article 23 - Customs and Immigration Procedures**

The National Facilitation Committee shall:

- (a) Establish and amend as appropriate, customs and immigration and immigration procedures carried out at Nigerian airports, to harmonize them with the standards and recommended practices set forth in Annex 9;



- (b) Support and advocate the national issuance of passports and other travel documents in accordance with ICAO specifications in Doc 9303 – Machine Readable Travel documents

(vi) **Article 37 - Adoption of International Standards and Procedures**

The National Facilitation Committee shall:

- (a) Participate in the development of ICAO Annex 9; and
- (b) Review national procedures periodically in order to ensure harmonization with the provisions of Annex 9.

(vii) **Article 38 - Departures from International Standards and Procedures**

The National Facilitation Committee shall:

- (a) Periodically review conformity by all relevant agencies with the provisions of Annex 9 and notify ICAO of differences between national practices and the relevant standards.

(b) **Schedule of Meeting**

The National Facilitation Committee (NNFC) shall meet bi-annually except in cases of emergency. Venue of meetings shall be as determined by the Chairman of the Committee.

**IS 18.8.5.2 A Composition of the Airport Facilitation Committees**

The Airport Facilitation Committees shall be headed by the Airport Managers and made up of representatives of the following organizations or agencies:

- a) Customs;
- b) Immigration;
- c) Quarantine;
- d) State Security Service;
- e) NDLEA (Narcotics);
- f) Port Health;
- g) NCAA
- h) FAAN;
- i) NAMA;
- j) Tourism; and
- k) Airline operators.

**IS:18.8.5.2 B Terms of Reference of Airport Facilitation Committee**

- (i) To implement the policies and directives of the National Facilitation Committee.
- (ii) To liaise with Airport Security Committee to ensure that security in the airports do not hinder smooth passage of passengers, crew, cargo, mail and aircraft.

- (iii) To review reports of activities relating to facilitation at the airports and make suggestion(s) for improvement.
- (iv) To hold quarterly meetings except in case of emergency. The venue of the meetings shall be as determined by the Chairman of the Airport Facilitation Committee.
- (v) The Airport Facilitation Committee shall devise its own rules of procedure.

**IS:18.8.5.2 B IS:18.8.6.2 A Composition of the Airport Slot Allocation Committee**

The Airport Slot Allocation Committee shall be headed by the Airport Manager and made up of representatives of the following organizations or agencies:

1. NCAA;
2. FAAN; and
3. NAMA.

**IS:18.8.6.2.B Terms of Reference/Functions of the Airport Slots Allocation Committee**

1. To formulate the rules for the allocation and exchange of slots at designated international airports in Nigeria, on a fair, transparent and non-discriminatory basis.
2. To coordinate and monitor the scheduling process.
3. To hold quarterly meetings except in case of emergency. The venue of the meetings shall be as determined by the Chairman of the Airport Slot Allocation Committee.
4. The Airport Slot Allocation Committee shall determine its own rules of procedure.

**18.9 ALLIED AVIATION SERVICES**

**18.9.1 Registration of Allied Aviation Businesses**

18.9.1.1 This section shall apply to the registration of allied aviation businesses.

18.9.1.2 No person shall undertake the following businesses without a certificate of registration or licence issued by the Authority. In line with requirements specified in IS 18.9.1.2

- (i) Ground Handling;
- (ii) Agent of Foreign Airlines;
- (iii) Travel Agency;
- (iv) Cargo Agency and Air Freight Forwarding;

- (v) In-flight Catering Services;
- (vi) Aviation Fuel Supply;
- (vii) Air Transport Training Institutions;
- (viii) Aircraft Sale or Leasing; and
- (ix) Other aviation related services.

#### **18.9.2 Register of Certificate of Registration or Licence**

The Authority shall keep a register of all allied aviation businesses issued with certificate of registration or licence.

#### **18.9.3 Discrimination against or Decline of Access to Airlines**

Airport operators shall not discriminate against or decline access to any airline, allied aviation service provider in provision of services or facilities at their ~~aerodrome~~ airports.

#### **18.9.4 Travel Agency business in Nigeria.**

18.9.4.1 Travel Agency business shall be the downstream sector of the aviation industry.

18.9.4.2 All travel agencies shall register with the Authority after fulfilling the necessary requirements specified in IS 18.9.4.2 to these regulations.

18.9.4.3 All Travels Agencies shall be members of the National Association of Travel Agencies (NANTA).

18.9.4.4 All registered travel agencies shall join and trade on IATA BSP platform.

#### **18.9.5 GENERAL SALES AGENT**

18.9.5.1 Any person that intends to carry out business as General Sales Agent (GSA) in Nigeria shall: be:

- (i) be a citizen of Nigeria or a body corporate, registered in Nigeria and having its principal place of business within Nigeria, with majority shareholding held by Nigerians; and
- (ii) have adequate resources for the discharge of actual and potential obligations of travel agency.

#### **18.9.6 Information to Security Agencies on incoming flight**

All security agencies at the relevant international airport(s) shall be informed of details of all incoming flights prior to granting of approvals for such flights by the Authority.

#### **18.9.7 Approvals for all Air Transport Commercial Courses**

The Authority shall grant approvals for all air transport commercial courses offered by Air Transport Training Institutions.

#### **18.9.8 Additional Licence for the Aircraft Sale and Leasing**

A holder of an ATL or AOP shall not require additional licence to carry out aircraft sale or leasing.

#### **18.9.9 Unrestricted Access for Monitoring Purpose**

18.9.7.1 An applicant for certificate of registration or license for allied aviation service shall grant to any person authorized by the Authority free and unrestricted access at any time without prior notice to inspect the office premises or warehouse and any documents required for issuance of certificate of registration or license.

### **IS:18.9 Implementing Standards**

#### **IS:18.9.1.2(i)(a) Guidelines and Requirements for Licensing Ground Handling Companies**

##### **A Procedure for Application**

- (i) Application for license as a ground handling company shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorised by the applicant.
- (iii) The application shall be ~~made~~ submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six(6) months to the desired commencement of operations.

##### **B Requirements**

The application ~~letter~~ for the licence must contain the following particulars:

- (i) Name and address of applicant;
- (ii) The type of ground handling services to be provided;
- (iii) Proposed airport or airports where applicant intends to provide the service(s);

##### **C Pre-Qualification Stage**

The applicant is expected to fulfill the following requirements:

- (i) Payment of One Million Naira (~~₦~~1,000,000) non-refundable processing fee to the Authority. (Bank Draft made payable to the Authority);
- (ii) Obtain and complete pre-qualification processing forms and return same to the Authority with evidence of payment of the One Million Naira (~~₦~~1,000,000) non-refundable processing fee;
- (iii) Submit the following supporting documents for processing of the application.
  - (a) Copy of certified true copy certificate of incorporation of company;
  - (b) Copy of certified true copy of memorandum and articles of association of the company;
  - (c) Statement of Share Capital or Return of Allotment of Shares (Form CAC2) indicating a minimum authorized share capital of five hundred million Naira (~~₦~~500, 000,000).
  - (d) Copies of tax clearance certificates of the company and of each of the Directors for the last three (3) years;
  - (e) Company exposition detailing the ownership and management structure, applicant's experience in the area of the proposed services it intends to provide, name and experience of technical partners (if any) etc;
  - (f) Comprehensive details of technical partner including name, address, experience, nature of partnership arrangements etc. Documentary evidence;
  - (g) Evidence of financial capability to undertake the business;
  - (h) Proposed adequate Insurance Policy and/or insurance arrangement being put in place;
  - (i) Duly completed Personal History Statement (PHS) forms and two(2) passport photographs in respect of each of the shareholders of the company having more than 5% equity shareholding to enable the NCAA seek security clearance from the Presidency on behalf of the applicant. the PHS forms are available at NCAA.
  - (j) A copy of a detailed business plan on the operation indicating, among other things:
    - i. Proposed services to be rendered such as passenger handling, baggage handling, ramp services, freight and mail services, flight operations, crew services, surface transport services, aircraft services, catering, etc
    - ii. Marketing analysis including market segments, target market & customers, customers characteristics, customers needs, etc
    - iii. Competitive analysis such as industry overview, nature of competition, primary competitors, competitive products/services, opportunities, threats and risk, etc
    - iv. Marketing and Sales. These should address who the major customers will be and how they will be reached, marketing strategies to be used etc

- v. Scope of applicant's operations giving comprehensive details of facilities & equipment required and their cost, management structure, staffing plan (employment plans, training and remuneration), operational procedure etc
  - vi. List of key personnel (including the safety and security Managers) with details of their qualifications, skills, experience etc. Copies of their curriculum vitae should be provided;
  - vii. Financial plan including estimated costs of setting up the business, Projected revenue, scheme of charges, profit and loss projection, cash flow projection, balance sheet projection, etc (the assumptions used for the computations should also be stated).
- (k) Operational Manual containing the company's proposed Standard Operating Procedure on the services to be rendered. This should contain details of how the operations will be conducted in accordance with IATA Ground Handling Manual. This should also contain a sample of the Service Level Agreements (SLAs) the applicant intends to have with the airlines;
- (l) Applicant's Safety Management System (SMS) Manual;
- (m) Applicant's Security Manual which shall be in compliance with the National Civil Aviation Security Programme (NCASP) and showing its understanding of the relevant provisions of ICAO Annexes such as Annex 9 on Facilitation and Annex 17 on Security;
- (n) Dangerous Goods Manual which should also be in accordance with ICAO Annex 18 on the Safe Transportation of Dangerous Goods by Air Doc 9284 and Part 15 of these Regulations.
- (iv) The applicant may be required to provide additional documents and information depending on the type(s) of services(s) it intends to provide.
- (v) The Authority upon receipt of these documents and evaluation of same shall:
- (a) Invite the promoters or directors of the company to a meeting with the officials of the Authority;
  - (b) Seek the comments of the airport operator or owner on the proposed operation;

#### **D Qualification Stage**

An applicant shall be qualified for this stage if the Authority is convinced that the applicant has the potential to carry out the business and comments are received from the airport operator or owner about the proposed operation.

- E If the authority is satisfied that the applicants has fulfilled the requirements, the Authority will request the applicant to acquire the

necessary equipments and demonstrate its capability to carry out efficient services.

**F) Demonstration**

The applicant will be required to demonstrate its ability to offer efficient services as contained in its operational manual.

**G Issuance of A Licence**

A substantive licence shall be issued to an applicant by the Authority, upon satisfaction that the applicant has demonstrated its ability to offer safe and efficient services.

**H Validity of Licence**

- (i) The validity of a licence shall be for five (5) years.
- (ii) Upon receipt of licence, a utilization fee of two hundred and fifty thousand Naira (N250,000.00) shall be paid to the Authority annually.

**IS 18.9.1.2(i)(b) Guidelines and Requirements for the renewal of a Ground Handling Licence**

**A Renewal of Certificate of Registration**

- (i) Application for renewal of Ground Handling Licence shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expiration of the existing ground handling licence.

**B Requirements**

The application letter for the renewal of a ground handling licence shall contain the following particulars:

- (i) Receipt of payment of five hundred thousand Naira (N500,000) non-refundable renewal processing fee to the Authority. (Bank Draft made payable to the Authority);
- (ii) Completed processing forms;
- (iii) Copy of tax clearance certificates of the company and of each of the directors for the last three (3) years;
- (iv) Current insurance policy;
- (v) Duly completed Personal History Statement (PHS) forms and two(2) passport photographs in respect of each of the shareholders of the

company having more than five percent (5%) equity shareholding (the PHS forms are available at the Authority). The Authority will seek security clearance from the Presidency on behalf of the applicant;

- (vi) List of any new key personnel (including the safety and security managers) with details of their qualifications, skills, experience etc. Copies of their curriculum vitae should be provided;
- (vii) Updated operational manual containing the company's Standard Operating Procedure on the services being provided.
- (vii) Copy of any new Service Level Agreements (SLAs) with the airlines;
- (ix) Applicant's updated manual on Safety Management System (SMS);
- (x) Applicant's updated Security Manual Applicant's Security Manual which shall be in compliance with the National Civil Aviation Security Programme (NCASP) and in accordance with the relevant provisions of ICAO Annexes such as Annex 9 on Facilitation and Annex 17 on Security; and
- (viii) (xi) Updated Dangerous Goods manual which should also be in accordance with ICAO Annex 18 on Safe Transportation of Dangerous Goods Doc 9284 and Part 15 of these regulations.

#### **C Additional Information**

- (i) Upon satisfactory fulfillment of the requirements for renewal, the expired ground handling licence shall be renewed for five (5) years.
- (ii) Upon receipt of the licence, a utilization fee of two hundred and fifty thousand Naira (~~N~~250,000.00) shall be paid to the Authority annually.
- (iii) If on the date of the expiration of the licence, an application for renewal is pending with the Authority, the expiring licence may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the licence have been submitted to the Authority and the delay in the renewal of the licence is occasioned by a third party. PROVIDED that this period shall not exceed six (6) months from the date of the expiration of the licence.

#### **IS:18.9.1.2.(ii)(a) Guidelines and Requirements for the Registration of Agents of Foreign Airlines**

##### **A Procedure for Application**

- (i) Application for the registration as an agent of foreign airlines shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).



- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months prior to the date for the commencement of operations.

#### **B Requirements**

- (a) A non-refundable processing fee of two hundred and fifty thousand Naira (₦250,000) shall be paid to the Authority in respect of the application.
- (b) The following documents shall be submitted along with the application:
  - i. Copy of certified true copy certificate of incorporation;
  - ii. Copy of certified true copy of memorandum and articles of association with minimum share capital of one million Naira (₦1,000,000);
  - iii. Curricula vitae of the directors and operations staff;
  - iv. Certificate(s) (if any) obtained by directors in aviation related courses.
  - v. Evidence of agency agreement with foreign airline(s), if any;
  - vi. Current tax clearance certificates of the company and of each of the directors (originals should be submitted for sighting)
  - vii. Evidence of publication in respect of the application for registration in two (2) national daily newspapers (format attached);
  - viii. Corporate profile, including other aviation-related services being performed by the applicant.

#### **C Additional Requirements**

- i. The Authority shall inspect the office premises of the company at the applicant's cost. In case there is a change of address, the applicant shall notify the Authority immediately.
- ii. The applicant's operations staff shall show evidence of relevant certificates, experience, adequate knowledge and background in aviation-related matters.

#### **D Validity of Certificate**

The validity of a certificate shall be two (2) years unless otherwise suspended, withdrawn or revoked.

IS:18.9.1.2(ii) (b) **Guidelines and Requirements for the Renewal of Certificate of Registration of Agents of Foreign Airlines**

**A Procedure for Application**

- (i) Application for renewal of an agent of foreign airlines shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorised by the applicant.
- (iii) (iii) The application Shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to the expiration of the existing registration.

**B Requirement**

The following supporting documents shall be forwarded with the application:

- (a) Returns on agent's activities in the past two (2) years, detailing amongst others, the number of flight clearances obtained and for which airlines, etc;
- (b) Receipt of payment of one hundred and twenty-five thousand Naira (₦125,000.00) non-refundable renewal processing fee to the Authority;
- (c) Details of relevant refresher courses attended by the operations staff during the period. (The certificates obtained should be attached);
- (d) Curricula vitae of any new director and/or operations staff;
- (e) Evidence of any new agency agreement with foreign airline(s) if any; and
- (f) Duly completed renewal form NCAA/AFA.001 (form obtainable from the Authority);

- C Upon satisfactory fulfillment of the requirements for renewal, the expired certificate shall be renewed for two (2) years.

IS:18.9.4.2 **Guidelines and Requirements for Registration of Travel Agency**

**A Procedure for Application**

- (i) Application for the registration as a travel agency shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorised by the applicant.
- (iii) The application Shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to prior to the date for the commencement of operations.

## B Requirements

- (i) A non-refundable processing fee of ten thousand Naira (₦10,000.00) shall be paid to the Authority in respect of the application.
- (ii) The application must contain the following documents:
  - a) Name and address of applicant;
  - b) Types of services being offered;
  - c) Number of offices owned by the applicant/company.
- (iii) The following supporting documents must be submitted to the Authority before commencing the processing of the application:
  - a) Copy of certified true copy certificate of incorporation of company;
  - b) Copy of certified true copy of memorandum and articles of association of the company with minimum share capital of one million Naira (₦1,000,000).
  - c) Curricula vitae of the Directors;
  - d) Evidence of registration by IATA;
  - e) Evidence of agency appointment by airlines (if any);
  - f) Evidence of National Association of Nigerian Travel Agents (NANTA) membership;
  - (g) Corporate profile in respect of all aviation related services being performed by the applicant;
  - (h) Duly completed application form; and
  - (i) Copy of receipt of payment of the non-refundable fee of ₦10,000.00 to the Authority.

## C Additional Requirements

- (i) Each applicant shall make available its office premises for inspection by officials of the Authority at the applicant's cost.
- (ii) Applicant must have at least two (2) full-time qualified personnel, who must have successfully completed a course in Airline Ticketing and Reservation in a recognized training institution. In addition, the personnel must have a minimum of two (2) years work experience with an IATA agency or airline in Ticketing and Reservation. No agency personnel will be deemed qualified, if he or she has not spent a minimum of ninety (90) days with the travel agency as at the time of inspection by the Authority.

**D Additional Information**

- i) On receipt of an application, the Director General may request for additional information from the applicant as may be deemed necessary.
- ii) Any duly registered or accredited agent should be aware that the Authority has the continuing responsibility to be satisfied with the conduct of the registered travel agent. The Authority shall monitor the activities of the travel agent to ensure that its operations are in accordance with set standards and regulations guiding the operation.
- iii) Notification to the Authority of change of name, location, ownership, shareholding in the company -

IS:18.9.1.2(iv)(a) **Guidelines and Requirements for the Registration of Cargo Agents or Air Freight Forwarders**

**a Procedure for Application**

- (i) Application for registration as a cargo agent or air freight forwarder shall be made in writing to the Director General.
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to prior to the date for the commencement of operations.

**B Requirement**

- i) A non-refundable processing fee of ₦250,000 shall be made payable to the Authority in respect of the application.
- ii) The application shall be submitted along with the following documents:
  - (a) Copy of certified true copy of certificate of incorporation of company;
  - (b) Copy of certified true copy of memorandum and articles of association of the company;
  - (c) Statement of Share Capital or Return of Allotment of Shares (Form CAC2) indicating a minimum authorized share capital of one million Naira (₦1,000,000).
  - (d) Curricula vitae of the Directors;
  - (e) Evidence of agreement with the airline (if any);
  - (f) Evidence of membership of any relevant association(s);

- (g) Corporate profile in respect of all aviation related services being performed by the applicant-company;
- (h) Current tax clearance certificates of company and directors of the company; and
- (i) Duly completed application form (form obtainable from the Authority).

### C **Additional Requirements**

(i) The Authority shall inspect the office and warehouse premises of the company at the applicant's cost. In case there is a change of address, the applicant shall notify the Authority immediately.

(ii) All personnel involved in cargo acceptance must be trained in Basic Cargo Skills and Procedures. The personnel should be competent to:

- (a) calculate the transportation time;
- (b) calculate chargeable weight;
- (c) calculate relevant charges;
- (d) complete the air waybill (AWB) correctly;
- (e) have knowledge of conditions of carriage and airline liability;
- (f) have basic knowledge of relevant characteristics of aircraft;
- (g) make reference to and use relevant manuals.
- (h) have basic knowledge of handling Dangerous Goods

(iii) The following additional requirements shall be fulfilled:

- (a) The applicant must have at least two qualified personnel with certificates on Dangerous Goods Regulation (DGR) as appropriate (i.e. current within the validation period of 24 months).
- (b) The applicant must submit a copy of its Dangerous Goods manual to the Authority for evaluation and approval.
- (c) The applicant must have current copies of the ICAO Technical Instructions, (updated every 2years).
- (d) The applicant must ensure that shipments of dangerous goods are accepted and offered for transport in accordance with the Part 15 of Nigeria Civil Aviation Regulation and ICAO Technical Instruction for the Transport of Dangerous Goods Doc 9284.
- (e) The applicant shall have emergency response guide for all shipments.

IS:18.9.1.2(iv)(b) **Guidelines and Requirements for the Renewal of Registration of Cargo Agents or Air Freight Forwarders**

**A Procedure for Application**

- (i) Application for renewal of a cargo agent or air freight forwarder shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six (6) months to prior to the date for the expiration of the certificate.

**B Requirement**

The following supporting documents shall be forwarded with the application:

- (i) Returns on agent's activities in the past two (2) years, which may not be limited to the following:
  - (a) The tonnage of cargo processed, both imports and exports.
  - (b) Addresses of new offices (if any).
- (ii) Receipt of payment of ₦125,000.00 non-refundable renewal processing fee to the Authority;
- (iii) Certificates of refresher courses attended by the operations staff during the period, especially in the handling of Dangerous Goods and special cargoes; and
- (iv) Curriculum vitae of any new directors of the company;
- (v) Evidence of agency agreement with airlines in case there have been changes to the previous agreement, or there are new ones; and
- (vi) Duly completed renewal form NCAA/CA.001 (form obtainable from the Authority).

C The facilities of the cargo shed shall be inspected by officers of the Authority prior to the renewal of the certificate.

D Upon satisfactory fulfillment of the requirements for renewal, the expired certificate shall be renewed for two (2) years.

### IS:18.9.1.2(v) Guidelines and Requirements for Registration of In-Flight Catering Companies

#### A Procedure for Application

- (i) Application for licence as an in-flight catering company shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be submitted to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six(6) months to the desired commencement of operations.

#### B Requirements

- (i) The application for the registration of in-flight catering companies shall contain the following particulars:
  - (a) Name and address of applicant;
  - (b) Areas of in-flight catering services to be provided; and
  - (c) Proposed airport or airports where applicant intends to provide service.
- (ii) The following supporting documents are required for processing of the application:
  - (a) Copy of the certified true copy certificate of incorporation of company;
  - (b) Copy of certified true copy of memorandum and articles of association of the company;
  - (c) Statement of Share Capital or Return of Allotment of Shares (Form CAC2) indicating a minimum authorized share capital of ten million Naira (~~₦~~10,000,000).
  - (d) Curriculum vitae of the directors and operations staff;
  - (e) Current tax clearance certificates of the company and of each of the directors (originals should also be submitted for sighting);
  - (f) Details of adequate insurance policy (covering all areas of services to be provided);
  - (g) Evidence of registration of the company with the National Agency for Food and Drugs Administration And Control (NAFDAC);
  - (h) Evidence of publication of the application for registration in two national daily newspapers;
  - (i) Company profile, including other aviation-related services being performed by the applicant;
  - (j) Payment of two hundred and fifty thousand Naira (~~₦~~250,000) non-refundable processing fee to the Authority. (Bank Draft made payable to the Authority);
  - (j) Company exposition detailing the ownership and management structure, applicant's experience in the area of the proposed

- services it intends to provide, name and experience of technical partners (if any) etc;
- (k) Comprehensive details of technical partner including name, address, experience, nature of partnership arrangements etc. Documentary evidence should be provided;
  - (l) A copy of a detailed business plan on the operation indicating, among other things:
    - i. Marketing analysis including market segments, target market & customers, etc
    - ii. Competitive analysis such as industry overview, nature of competition, primary competitors, competitive products or services, opportunities, threats and risks, etc;
    - iii. Marketing and Sales. These should address who the major customers will be and how they will be reached, marketing strategies to be used etc;
    - iv. Scope of applicant's operations giving comprehensive details of facilities and equipment required and their costs, management structure, staffing plan (employment plans, training and remuneration), operational procedure etc;
    - v. List of key personnel (including the safety and security managers) with details of their qualifications, skills, experience etc. Copies of their curriculum vitae should be provided;
    - vi. Financial plan including estimated costs of setting up the business, Projected revenue, scheme of charges, profit and loss projection, cash flow projection, balance sheet projection, etc (the assumptions used for the computations should also be stated).
  - (m) Operational Manual containing the company's proposed Standard Operating Procedures on the services to be rendered. This should contain details of how the operations will be conducted in accordance with international best practices. This should also contain a sample of the nature of the Service Level Agreements (SLAs) the applicant intends to have with airlines;
  - (n) Applicant's Safety Management System (SMS) Manual;
  - (o) Applicant's Security Manual which shall be in compliance with the National Civil Aviation Security Programme (NCASP) and showing its understanding of the relevant provisions of ICAO Annexes such as Annex 9 on Facilitation and Annex 17 on Security; and
  - (p) The applicant may be required to provide additional documents and information depending on the areas of services(s) it intends to provide.

## C

### **Additional Requirements**

- i The office premises of the applicant shall be inspected by official(s) of the Authority at the applicant's cost.



- ii. The applicant's operational staff shall show evidence of relevant certificates and adequate knowledge relevant to the intended operation such as background in In-flight catering-related matters (chefs, microbiologists, quality control and janitors among others)
- iii. The applicant will endeavour to organise refresher courses for its staff from time to time.
- iv. The applicant will endeavour to establish offices at relevant airports.
- v. The Applicant shall obtain Personal History Statement (PHS) forms from the Authority and return the duly completed forms with two (2) passport photographs in respect of each of the shareholders, having more than 5% equity shareholding to the Authority for processing.
- vi. The applicant shall develop and implement an in-flight catering security programme in line with NCASP.

#### **D Validity of Licence**

The validity of the Licence shall be for five (5) years,

### **IS:18.9.1.2(vii) Guidelines and Requirements for Registration of Air Transport Training Institution**

#### **A Procedure for Application**

- (i) Application for licence as an Air Transport Training Institution shall be made in writing to the Director General, Nigerian Civil Aviation Authority (NCAA).
- (ii) The application shall be signed by a person duly authorized by the applicant.
- (iii) The application shall be made to the Director General, Nigerian Civil Aviation Authority (NCAA) on or before a date not less than six(6) months to the desired commencement of operations.

#### **B Requirements**

- (i) The application for the registration of Air Transport Training Institution shall contain the following particulars:
  - (a) Name and address of applicant;
  - (b) Areas of courses to be provided; and
  - (c) Proposed training sites where applicant intends to provide service.
- (ii) The following supporting documents are required for processing of the application:

- (a) A non-refundable processing fee of one hundred thousand naira (~~₦~~100,000) made payable to the Authority.
- (b) Applicant shall obtain and fill form NCAA/ATR/RTI001 and return same to the Allied Services Department of the Directorate of Air Transport Regulation.
- (c) Copy of certified true copy of certificate of incorporation of the company;
- (d) Copy of certified true copy of memorandum and articles of association of the company;
- (e) Statement of Share Capital or Return of Allotment of Shares (Form CAC2) indicating a minimum authorized share capital of two million Naira (~~₦~~2,000,000).
- (f) Curriculum vitae of the directors and operations staff;
- (g) Current tax clearance certificates of the proposed institution and of each of the directors (originals should also be submitted for sighting);
- (i) Proposed outline of courses the applicant intends to run and information and qualifications of lecturer(s) to undertake the proposed courses;
- (j) Reference manuals for the course(s);
- (k) Photocopies of the qualifications of the Director of Studies;(originals to be sighted)

**C Additional Requirements**

- i The office premises of the institution shall be inspected by official(s) of the Authority at the applicant's cost. In case there is a change of address, the applicant shall notify the Authority appropriately.
- ii. The applicant must have a well-qualified Director of Studies. Such qualification must be aviation related.

**18.10 AIRLINE FINANCIAL HEALTH**

18.10.1 This section shall apply to the continuous monitoring of the operations of Nigerian licensed airlines for the purpose of ensuring their financial capability for safe and sustainable services.

18.10.2All Nigerian licensed airlines shall ensure proper, transparent and prudent financial management in the conduct of their operations.

18.10.3 All Nigerian licensed airlines shall submit to the Authority on a monthly basis, all financial data and records on their operations in the form and manner as may be prescribed by the Authority.

18.10.4 The Authority shall evaluate the financial returns and make available a copy of the report of the financial health assessment to the Management of the airline which may make a representation to the Authority.

18.10.5 The Authority upon receipt of the airline's representation shall review same and communicate its decision to the airline.

## 18.11 AVIATION INSURANCE

18.11.1 This section prescribes the type of insurance cover to be maintained by all aviation service providers in Nigeria.

18.11.2 No person shall operate any aircraft in public air transport category without adequate and valid insurance.

18.11.2.1 Aerodrome, air navigation, meteorological services, ground handling and other allied aviation service providers shall not operate without maintaining adequate and valid insurance.

18.11.2.2 Any person having a duty to maintain adequate insurance shall submit to the Authority on quarterly basis, insurance certificates, evidence of payment of premium and policy documents.

18.11.2.3 All airlines, aerodrome operators, air navigation, meteorological services, ground handling services and other allied service providers shall ensure payment of premium as and when due and submit same to the Authority on a quarterly basis.

18.11.3 All airlines shall include in their tickets a statement to the effect that liability arising from death and bodily injury to passengers in the course of carriage by air within or from Nigeria shall be governed by the provisions of the Act and these regulations.

18.11.4 The minimum third party liability insurance limit for aircraft engaged in aircraft operations in Nigeria shall be in relation to the maximum take-off weight (MTOW) of an aircraft as indicated in the table below:

**Fixed Wing Aircraft**

Category	A/C MTOW (kg)	MINIMUM THIRD PARTY LIABILITY LIMIT (US\$)
1	Up to 499	375,000
2	500-999	750,000
3	1,000-2699	1,500,000
4	2700-5999	3,500,000
5	6,000-11,999	9,000,000
6	12,000-24999	40,000,000
7	25,000-49,999	75,000,000
8	50,000-199,999	150,000,000
9	200,000-499,999	250,000,000
10	500,000 plus	350,000,000

**Rotary Wings Aircraft**

Category	A/C MTOW (kg)	MINIMUM THIRD PARTY LIABILITY LIMIT (US\$)
1	Up to 499	750,000
2	500-999	1,500,000
3	1,000-2699	3,000,000
4	2700-5999	7,000,000
5	6,000-11,999	18,000,000
6	12,000-24999	80,000,000
7	25,000-49,999	150,000,000

18.11.5 The minimum insurance cover for aircraft engaged in the carriage of passengers, mail and cargo in Nigeria shall be in relation to the aircraft available seat capacity

18.11.6 The limits of liability for death or bodily injury of passenger, loss or delay of baggage and cargo for domestic and international operations shall be as prescribed by the Act.

18.11.7 The minimum insurable cover for aerodromes, air navigation, meteorological services, ground handling and other allied aviation services shall be from time to time be fixed by the Authority. The insurable sum shall cover the following areas:

- (i) Airside and landside
- (ii) Bodily injury
- (iii) Property damage
- (iv) Hijacks and Hostage-taking
- (v) War Risks

18.11.7.1 Operators of the following aviation services shall maintain minimum insurance cover for their operations as follows:

- |       |                           |   |                 |
|-------|---------------------------|---|-----------------|
| (i)   | Ground Handling           | - | US\$5million    |
| (ii)  | Aerodrome (International) | - | US\$250 million |
| (iii) | Aerodrome (Domestic)      | - | US\$100 million |
| (iv)  | Air Navigation Services   | - | US\$250 million |
| (v)   | Aeronautical Meteorology  | - | US\$20 million  |

#### 18.11.8 Family Assistance Programme

18.11.8.1 There shall be established a Victim's Family Assistance Programme (VFAP) which shall provide succour to families of victims of aircraft accidents in Nigeria.

18.11.3.2 The VFAP shall take the form of a certain percentage increase of 1% over the 5% Ticket Sales Charge (TSC), which shall be set aside to assist the families of victims of aircraft accidents, in an account(s) to be designated by the federal Government.

#### 18.12 CIVIL AVIATION FEES

18.12.1 This section shall apply to the collection and remittance of all sales charges and sundry charges as may be specified by the Authority.

18.12.1.1 All domestic and international airlines operating in Nigeria shall forward to the Authority, flown coupons, passenger or cargo manifests, air waybills, clients' service invoices and other documents necessary for accurate billing within forty-eight (48) hours after each flight.

18.12.1.2 All Nigerian licensed airlines shall join the direct debit platform of the Authority for the purpose of remittance of 5% ticket sales charge (TSC), and shall execute a contract with the Authority to that effect.

18.12.1.3 All foreign cargo operators shall submit cargo manifests and continue to pay royalty in a manner prescribed by the Authority before the flight is approved to land in Nigeria.

18.12.1.4 All Nigerian charter operators shall submit clients' service invoices (CSIs) on hourly or fixed sum contract for invoicing and payment of Charter Sales Charge (CSC) to the Authority.

18.12.1.5 All sales charges and royalties shall be paid in the currency in which they are being charged.

18.12.1.6 Any dispute arising from bills raised by the Authority shall be resolved through a Reconciliation Committee, comprising the Authority and the disputing airline.

### 18.13 AIR TRANSPORT STATISTICS

18.13.1 This section shall apply to the collation, submission and analysis of statistical data on domestic and international airline operations.

18.13.2 All airlines, air navigation service providers, aerodrome operators and other service providers shall submit to the Authority statistical data of their operations in the form and manner as prescribed by the Authority in IS 18.13.2.

18.13.3 The Authority shall keep a record of all data submitted and shall analyze same for annual statistical publication and file with ICAO in accordance with Article 67 of the Chicago Convention.

IS:18.13.2 A

#### STATIATICAL DATA REPORTING FORMS.

FORMS TO BE COMPLETED BY AIRLINE WITH, AIR TRANSPORT LICENCE (ATL), AND SERVICE PROVIDERS (FAAN AND NAMA)	FREQUENCY OF SUBMISSION
i. <b>Form A:</b> Traffic – Commercial Air Carriers	Monthly
ii. <b>Form B:</b> On – Flight Origin & Destination	Quarterly
iii. <b>Form C:</b> Traffic by Flight Stage	Yearly
iv. <b>Form D:</b> Airline’s Fleet and Personnel	Yearly
v. <b>Form EF:</b> Airline’s Financial Data	Yearly
vi. <b>Form I:</b> Airport Traffic	Quarterly
vii. <b>Form J:</b> Airport Financial Data	Yearly
viii. <b>Form K:</b> Air Nav. Services Financial Data	Yearly
ix. <b>Form L:</b> En-route Services Traffic Statistics	Yearly
x. <b>Form ATS 01/1:</b> NCAA International Operations Statistical Returns (Passenger)	Monthly
xi. <b>Form ATS 01/2:</b> NCAA International Operations Statistical Returns (Cargo)	Monthly
xii. <b>Form ATS 02:</b> NCAA Airline Monthly Operations Returns	Monthly

## IS:18.13.2 B STATIATICAL DATA REPORTING FORMS

FORMS TO BE COMPLETED BY AIRLINES WITH AIRLINE OPERATING PERMIT (AOP)	FREQUENCY OF SUBMISSION
i. <b>Form A:</b> Traffic – Commercial Air Carriers	Monthly
ii. <b>Form D:</b> Fleet and Personnel	Yearly
iii. <b>Form EF:</b> Financial Data	Yearly
vi. <b>FormATS 02:</b> NCAA Airline Monthly Operations Returns	Monthly

## IS:18.13.2 C STATIATICAL DATA REPORTING FORMS

FORMS TO BE COMPLETED BY FOREIGN AIRLINES	FREQUENCY OF SUBMISSION
i. <b>Form ATS 01/1:</b> NCAA International Operations Statistical Returns (Passenger)	Monthly
ii. <b>Form ATS 01/2:</b> NCAA International Operations Statistical Returns (Cargo) Income and Expenditure	Monthly

## 18.14 FARES AND TARIFF

## 18.14.1 Filing of Fares And Tariffs

18.14.1.1 Except as provided in an international agreement, convention or arrangement regarding civil aviation, before commencing the operation of a service, an air carrier or its agent shall:

- (i) file with the Authority a tariff for that service showing all rates, fares and add-on charges, including the terms and conditions of free and reduced rate transportation for that service, as specified in IS.18.14.1.1

- (i) denominate all rates, fares and charges shown in any tariff in the first instance, in local currency, notwithstanding whether such fares and charges are denominated in foreign currencies in the case of foreign carriers; and
- (ii) obtain approval from the Authority to introduce and or increase add-on charges or surcharges such as fuel, internet booking, insurance, security and similar surcharges, prior to implementation.

18.14.1.2 All tariffs required to be filed in pursuance of 18.14.1.1 shall be done at least seven (7) days before the rates come into effect, except in the case of matching an existent rate for which no more than prior notification is required.

18.14.1.3 All fares may be available for sale and carriage as long as they are not disallowed or suspended in accordance with section 18.14.2 of these regulations.

18.14.1.4 If an air carrier that offers a service fails to apply the fares, rates, charges or terms and conditions of carriage set out in the tariff that applies to that service, the Authority may direct it to:

- (i) take the corrective measures it considers appropriate; and
- (ii) pay compensation for any expense incurred by a person adversely affected by its failure to apply the fares, rates, charges or terms and conditions set out in the tariff.

18.14.1.5 Tariffs in any medium may be filed with the Authority provided that, where a medium other than paper is to be used, the Authority and the filer have signed an agreement for the processing, storage, maintenance, security and custody of the data base.

18.14.1.6 The following shall apply to changes in tariff:

- (i) Except where a toll is disallowed, no rate may be changed unless the tariff or amendment in which it is set out is filed within the appropriate time limit set out in section 18.14.2.2.
- (ii) Every tariff or toll may bear an expiry date.
- (iii) Any amendment to the expiry date of a tariff after the date of its publication shall be made in accordance with section 18.14.1.2.

#### **18.14.2 Disallowance or Suspension of Fares**

18.15.2.1 Subject to the provisions of these regulations, the Director General may decide, at any time:

- (i) to disallow or suspend a basic fare which, taking into account the whole fare structure for the route in question and other relevant factors including the competitive market situation, is excessively high to the disadvantage of



consumers in relation to the long term fully-allocated relevant costs of the air carrier, including a satisfactory return on capital;

- (ii) to stop, in a non-discriminatory way, further fare decreases in a market, whether on a route or a group of routes, when market forces have led to sustained downward development of air fares deviating significantly from ordinary seasonal pricing movements and resulting in widespread losses among all air carriers concerned for the air services concerned, taking into account the long term fully allocated relevant costs of the air carriers.

18.14.2.2 In the case of a foreign air carrier whose State has entered a bilateral or multilateral air services agreement with Nigeria that contain parallel notification or double disapproval obligations, the following shall apply:

- (i) a decision taken pursuant to 18.14.2.1 shall be notified with reasons to the relevant authorities of the foreign state involved as well as to the affected air carriers.
- (ii) if within fourteen days of the date of receiving notification, no relevant authority of any concerned foreign state has notified disagreement stating its reasons, the Director General may advise the Minister to direct the air carrier concerned to withdraw the basic fare or to abstain from further fare increases or decreases, as appropriate.
- (iii) in the case of disagreement, the Director-General may advise the Minister to consult the relevant authority of the foreign state involved to review the situation.

18.14.2.3 In all cases other than 18.14.2.2, the following shall apply:

- (i) a decision taken pursuant to 18.14.2.1, shall be notified with reasons to the affected air carrier.
- (ii) the affected air carrier under 18.14.2.3(i) may within fourteen (14) days of receipt of the decision, make written representations identifying clearly a rational justification for its rate to the Authority with a request for a review of the decision.
- (iii) the Authority shall within fourteen (14) days of its receipt of the written representations convey its final decision to the affected air carrier.

18.14.2.4 Where any provision of a tariff is suspended or disallowed by the Authority or the Minister, the issuing air carrier or its agent shall immediately file with the Authority an appropriate tariff, to become effective not less than two (2) working days after the date of filing that restores the provision replaced by the suspended or disallowed provision.

18.14.2.5 Where any provision of a tariff is suspended or disallowed by directive of the competent authorities of a foreign state, or the suspension or disallowance has been rescinded or the cancellation of the suspended or disallowed provision has been

directed by those authorities, the issuing air carrier or agent may comply with their decision in accordance with such regulations of the competent authorities as may be pertinent.

### 18.14.3 Approval of Charges

18.14.3.1 In requesting for approval of any add-on charge or surcharge, an air carrier is required to provide a justifiable basis for the charge or surcharge with a consideration of all relevant factors including a near linear rationalization for the specific aggregated costs sought to be recovered and consumer interests.

18.14.3.2 When approving any application for an add-on charge or surcharge related to fuel, the Authority shall:

- i) take into account changes in the prices of aviation fuel, the relevant hedging policies of the air carrier, the justifications provided by the air carrier and other relevant factors;
- ii) ensure that the revenue so generated would not exceed the additional fuel costs borne by the airline operators during the corresponding period; and
- iii) approve on a short term basis, not exceeding a period of two (2) months in each instance.

### 18.14.4 Publication and Display of Tariffs

18.14.4.1 Every air carrier shall:

- (i) display in a prominent place at the business offices of the air carrier a sign indicating that the tariffs for the domestic service offered by the air carrier, including the terms and conditions of carriage, are available for public inspection at the business offices of the air carrier, and allow the public to make such inspections;
- (ii) publish the tariffs and the terms and conditions of carriage on any Internet site used by the air carrier for selling the service offered by the air carrier;
- (iii) in its tariffs, specifically identify (avoiding the use of codes) the basic fare, and all specific charges and surcharges between all points for which the air service is offered by the air carrier; and
- (iv) retain a record of its tariffs for a period of not less than six years after the tariffs have ceased to have effect.

18.14.4.2 A tariff referred to in 18.14.4.1 shall include such other information as the Authority may by order prescribe from time to time

18.14.4.3 An air carrier shall not apply any fare, rate, charge or term or condition of carriage applicable to the service it offers unless the fare, rate, charge, term or condition is set out in a tariff that has been published or displayed under 18.14.4.1 and is in effect.

18.14.4.4 An air carrier shall provide a copy or excerpt of its tariffs to any person on request and on payment of a fee not exceeding the cost of making the copy or excerpt.

18.14.4.5 If, on complaint in writing to the Authority by any person, the Authority finds that, contrary to 18.14.4.1, an air carrier has applied a fare, rate, charge, surcharge or term or condition of carriage applicable to the service it offers that is not set out in its tariffs, the Authority may order the air carrier to:

- (i) apply a fare, rate, charge, surcharge or term or condition of carriage that is set out in its tariffs;
- (ii) compensate any person adversely affected for any expenses they incurred as a result of the air carrier's failure to apply a fare, rate, charge, surcharge or term or condition of carriage that was set out in its tariffs; and
- (iii) take any other appropriate corrective measures.

#### 18.14.5 **Filing through an Agent**

18.14.5.1 Before an air carrier publishes tariffs through an agent, the carrier shall file with the Authority a letter authorizing the agent to act on its behalf.

18.14.5.2 Where an air carrier publishes tariffs through another air carrier or a company that is not an air carrier, the issuing carrier shall first file with the Authority a letter authorizing the other carrier or company to act on its behalf.

### I.S:18.14 **Implementing Standards**

#### IS 18.14.1.1 **Contents of Tariffs**

18.14.1.1.1 Every tariff shall contain:

- (a) the name of the issuing air carrier and the name, title and full address of the officer or agent issuing the tariff;
- (b) the tariff number, and the title that describes the tariff contents;
- (c) the dates of publication, coming into effect and expiration of the tariff, if it is to expire on a specific date;
- (d) a description of the points or areas from and to which or between which the tariff applies;
- (e) in the case of a joint tariff, a list of all participating air carriers;
- (f) a table of contents showing the exact location where information under general headings is to be found;
- (g) an index of points from, to or between which rates apply;

(h) a list of the airports, aerodromes or other facilities used with respect to each point shown in the tariff;

(i) where applicable, information regarding prepayment requirements and restrictions and information regarding non-acceptance and non-delivery of cargo, unless reference is given to another tariff number in which that information is contained;

(j) a full explanation of all abbreviations, acronyms, notes, reference marks, symbols and technical terms used in the tariff and, where a reference mark or symbol is used on a page, an explanation of it on that page or a reference thereon to the page on which the explanation is given;

(k) the terms and conditions governing the tariff, generally, stated in such a way that it is clear as to how the terms and conditions apply to the rates named in the tariff;

(l) any special terms and conditions that apply to a particular rate and, where the rate appears on a page, a reference on that page to the page on which those terms and conditions appear;

(m) the terms and conditions of carriage, clearly stating the air carrier's policy in respect of at least the following matters, namely,

(i) the carriage of persons with disabilities,

(ii) acceptance of children,

(iii) passenger re-routing,

(iv) failure to operate the service or failure to operate on schedule,

(v) refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason,

(vi) ticket reservation, cancellation, confirmation, validity and loss,

(vii) refusal to transport passengers or cargo,

(viii) method of calculation of charges not specifically set out in the tariff,

(ix) limits of liability regarding passengers and cargo,

(x) exclusions from liability respecting passengers and cargo, and

(xi) procedures to be followed, and time limitations, for making-claims;

(o) the rates, shown in Nigerian currency, together with the names of the points from, to or between which the fares apply, arranged in a simple and systematic manner, clearly identified;

(p) the routings related to the rates unless reference is made in the tariff to another tariff in which the routings appear; and

(q) the official descriptive title of each type of passenger fare, together with any name or abbreviation thereof.

## 18.15 UNFAIR METHODS OF COMPETITION AND ANTI-COMPETITIVE PRACTICES

18.15.1 This section shall apply to unfair methods of competition and anti-competitive practices.

### 18.15.2 Control of Anti-Competitive Practices

18.15.2.1 It shall be unlawful to enter into any contract, arrangement, understanding or conspiracy between two or more parties in the civil aviation industry where such contract, arrangement, understanding, or conspiracy constitutes a restraint of competition.

18.15.2.2 For the purposes of this section, restraint of competition in relation to a contract, arrangement, understanding, conspiracy or combination means restraint in any market in which a party supplies or acquires or is likely to supply or acquire products or services and shall include acts which-

- (i) directly or indirectly fix a charge, fee, rate, fare and tariff or any other trading condition;
- (ii) divide markets by allocating customers, passengers, suppliers, slots, territories or specific types of products or services;
- (iii) involve collusive action;
- (iv) limit or control development or investment in capacity, slots, and any other market or operational factor;
- (v) apply dissimilar conditions to equivalent transaction with other service providers thereby placing the other party at a competitive disadvantage; and
- (vi) make the conclusion of an arrangement, understanding or contract subject to acceptance by the other parties of supplementary obligation and which, by their nature or according to commercial usage, have no connection with the subject of the contract.

18.15.2.3 Any contract, arrangement, or understanding which is prohibited under section 18.15.2.1 of these regulations are prohibited and void.

18.15.2.4 The provisions of section 18.15.2.3 shall not apply to any agreement or category of agreements the entry into which is authorized by the Authority after being satisfied that it:

(i) contributes to the improvement of availability or distribution of products and services or the promotion of technical or economic progress, while allowing consumers a fair share of the resulting benefit;

(ii) imposes on the airline, service providers or operators concerned only such restrictions as are indispensable to the attainment of objectives referred to in paragraph (i); or

(iii) does not afford such airline, service providers or operators the possibility of eliminating competition in respect of a substantial part of the products and services concerned.

### 18.15.3 **Restrictive and Concerted Practices**

18.15.3.1 An agreement to engage in a restrictive practice is presumed to exist between two or more parties where:

- (i) any one of the parties owns a majority interest in the other, or they have at least one director or substantial shareholder in common; and
- (ii) any combination of the parties are engaged in that restrictive practice.

18.15.3.2 Notwithstanding 18.15.3.1, the practices identified in 18.15.3.3 - 18.15.3.4 shall be deemed to be restrictive practices which constitute unfair methods of competition, and anti-competitive in nature and are hereby prohibited.

18.15.3.3 Airlines shall not engage in the following restrictive practices:

- (i) undue and discriminatory policies for commissions, offering sales commissions to the trading counterpart(s) [passengers or customers], or taking any other improper marketing actions, to sell its passenger tickets or tonnage;
- (ii), preventing or restraining sales agents from selling passenger tickets or tonnage of other airlines or service providers; for the purpose of selling its own passenger tickets or tonnage
- (iii) restraining passengers or customers from selecting carriers freely with a view to excluding other airlines or service providers;
- (iv) imposing restrictions on the regular operations of other airlines, service providers, operator or sales agents by taking advantage of computer applied system or communication network that is under its control;

18.15.3.4 Airport or air navigation service providers shall not engage in the following restrictive practices:

- (i) placing undue conditions in respect of sales, checking, aircraft loading or other matters, and imposing improper restrictions on takeoff or landing of aircraft of an airline, or refusing to contract with an airline to provide support services that are in its range of business;

- (ii) taking exclusive or discriminatory actions against an airline who has no agreement for ground handling with it;
- (iii) setting chargeable items and standards; without authorization from the Authority.
- (iv) taking advantage of its superior position, by violating the principle of equality, mutual benefit and reaching unanimity through consultation, imposing unfair provisions in the agreement for ground services or other service agency agreement concluded with its counterpart;
- (v) intentionally raising or reducing the bid price in collusion with the bidder in a public bidding for airport services or operation of commercial facilities.

18.15.3.5 Agents and tour operators shall not engage in the following restrictive practices:

- (i) acting beyond the limits of agency authorized by the airline and infringing upon the lawful rights and interests of the airline or other sales agents or tour operators;
- (ii) soliciting passengers and cargo customers by bribery, offering sale commission to the counterpart outside the tickets or the accounts, or other improper marketing means; and
- (iii) controlling seats by making false reservations, thus infringing upon the lawful rights and interests of the airline or other sale agents or tour operators while selling passenger tickets.

18.15.3.6 All decisions and concerted practices by airlines, service providers, or operators or associations that prevent, restrict or distort competition are prohibited under these Regulations.

#### 18.15.4 Exemptions of Certain Agreements

18.15.4.1 Nothing in this section shall prohibit-

- (i) a contract or an arrangement where the only parties are or will be wholly owned subsidiary and holding companies;
- (ii) a contract of service or a contract for the provision of services in so far as it contains provisions by which a person, not being a body corporate agrees to accept restrictions as to the work, whether as an employee or otherwise, in which that person may engage during or after the termination of the contract;
- (iii) contract for the sale of a business or shares in the capital of a company carrying on business in so far as it contains a provision that is solely for the protection of the purchases in respect of the goodwill of the company;

(iv) contract or an arrangement in as much as it contains a provision that relates to the remuneration, conditions of employment, hours of work or working conditions of employees;

(v) any act done otherwise than in trade, in concert by passengers, consumers of products and services against the suppliers of those products and services;

(vi) any act done to give effect to a provision of a contract or an arrangement referred to in paragraphs (i) to (v) of this section;

(vii) any act done to give effect to any intellectual property right, which shall mean a right, privilege, or entitlement that is conferred as valid by or under any enactment in force.

### 18.15.5 Abuse of Dominant Position or Market Power

18.15.5.1 For the purposes of these Regulations, one or more airline, service providers or operators hold a dominant position in the relevant market if, singularly (by itself) (including activities involving an interconnected or affiliated company) or collectively:

- (i) it or they has or have a share of more than twenty five percent (25%) of the relevant market; or
- (ii) it or they has or have the ability to control prices or to exclude competition; or
- (iii) it or they behave to an appreciable extent independently of its or their competitors, customers, or passengers.

18.15.5.2 An airline, service provider or operator abuses a dominant position if it impedes the maintenance or development of effective competition in a market and in particular is engaged in any of the following:

- (i) restriction of the entry of any other operator into that or any other market;
- (ii) preventing or deterring any operator from engaging in competitive conduct in the relevant route or market;
- (iii) eliminating or removing any operator from the relevant route or market;
- (iv) directly or indirectly imposing unfair, discriminatory or predatory tariffs or fares, purchase or selling prices or other anti-competitive practices through any discount, allowance or rebate practice in relation to the supply of services;
- (v) limiting the provision of services to the prejudice of consumers;
- (vi) operating capacity on a route or routes at fares that do not cover the avoidable cost of providing the service;
- (vii) increasing capacity on a route or routes at fares that do not cover the avoidable cost of providing the service;



- (viii) pre-empting airport facilities or services that are required by another air carrier for the operation of its business, with the object of withholding the airport facilities or services from a market;
- (ix) to the extent not governed by regulations regarding take-off and landing slots, pre-empting take-off or landing slots that are required by another air carrier for the operation of its business, with the object of withholding the take-off or landing slots from a market;
- (x) using commissions, incentives or other inducements to sell or purchase its flights for the purpose of disciplining or eliminating a competitor or impeding or preventing a competitor's entry into, or expansion in, a market;
- (xi) altering its schedules, networks, or infrastructure for the purpose of disciplining or eliminating a competitor or impeding or preventing a competitor's entry into, or expansion in a market.
- (xii) making the conclusion of agreements subject to acceptance by other parties of supplementary obligations which by their nature, or according to commercial usage, have no connection with the subject of such agreements;
- (xiii) engaging in any business conduct that results in the exploitation of its customers and suppliers, including, but not limited to such conduct as exclusive dealing, market restriction or tied selling.

18.15.5.3 An airline, service provider or operator shall not be treated as abusing a dominant position:

- (i) if it is shown that its behaviour was exclusively directed to improving the production or distribution of products or to promoting technical or economic progress and consumers were allowed a fair share of the resulting benefit;
- (ii) if the effect or likely effect of its behaviour in the market is the result of its superior competitive performance;
- (iii) if it seeks to enforce any right under or existing by virtue of any copy right, patent, registered design or trade mark.

18.15.5.4 An airline, service provider or operator may be treated as abusing its dominant position in enforcing or seeking to enforce the rights referred to in 18.15.5.3(ii), if the Authority is satisfied that the exercise of those rights has the effect of unreasonably lessening competition in the relevant market.

18.15.5.5 Any conduct on the part of one or more operators which amounts to the abuse of a dominant position in a market is prohibited.

## 18.15.6 Mergers, Acquisition, Combinations and Joint Ventures

### 18.15.6.1 Notification

18.15.6.1.1 Mergers, takeovers, joint ventures or other acquisitions of control in the aviation industry, including interlocking directorships, whether of a horizontal, vertical, or conglomerate nature, should be notified to the Authority when:

- (i) At least one of the company is established within Nigeria;
- (ii) The resultant market share in the aviation industry, or any substantial part of it, relating to any product or service, is likely to create market power;
- (iii) At least one of the company derives income in or from Nigeria, arising from the sale and rendering of services in the civil aviation industry or there exists use of the firm's assets in a manner that yields interest, royalties and dividends.

18.15.6.1.2 No company in the cases under 18.15.6.1 and 18.15.6.2, shall effect a merger until the expiration of a 60 day waiting period from the date of the issuance of the receipt of the notification, unless the Authority shortens the said period or extends it by an additional period of time not exceeding thirty (30) days with the consent of the company concerned, in accordance with the provisions of 18.15.6.1.4

18.15.6.1.3 Notification can be made to the Authority by all the parties concerned, or by one or more of the parties acting on behalf of the others, or by any persons properly authorized to act on their behalf.

18.15.6.1.4 A single agreement can be notified where a company or person is party to a restrictive agreement on the same terms with a number of different parties, provided that particulars are also given of all parties, or intended parties, to such agreements.

18.15.6.1.5 Notification shall be made to the Authority where any agreement, arrangement or situation notified under the provisions of the Act or these Regulations has been subject to change either in respect of its terms or in respect of the parties, or has been terminated (otherwise than by effluxion of time), or has been abandoned, or if there has been a substantial change in the situation within 30 days of the event.

### 18.15.6.2 Prohibition

18.15.6.2.1 Mergers, takeovers, joint ventures or other acquisitions of control in the aviation industry, including interlocking directorships, whether of a horizontal, vertical or conglomerate nature, are prohibited where the proposed transaction substantially increases the ability to exercise market power either by giving the ability to a company or group of companies acting jointly to profitably maintain prices above competitive levels for a significant period of time or by any other anti-competitive means.

### 18.15.6.3 *Investigation*

18.15.6.3.1 Upon the receipt of a notification, the Authority shall:

- (i) conduct an investigation;
- (ii) request for relevant documents;
- (iii) hold a hearing and obtain testimonies from the parties, if necessary.

18.15.6.3.2 If a hearing before the Authority results in a finding against the transaction, such acquisitions or mergers may be prevented or undone whenever they are likely to lessen competition substantially in the aviation industry or in a significant part of the relevant market within the industry.

18.15.6.3.3 Where a transaction or practice is not expressly prohibited, and the possibility exists for its authorization, the company shall notify the transaction or practice to the Authority, providing full details as requested.

### 18.15.7 **Penalties for Civil Violations, Offences and Penalties in respect of Agreements etc. in Restraint of Trade.**

18.15.7.1 If the Authority determines that any person has violated the provisions of this Part, the Authority may:

- (i) impose such civil penalties or fines in the manner prescribed by the sanctions regime contained in sanctions regime.
- (ii) prescribe the payment of compensation to any person adversely affected by the violation;
- (iii) direct the violator to take any other appropriate corrective measures.

18.15.7.2 Any person who makes or enters into any contract or engages in any arrangement, conspiracy or practice declared unlawful under 18.15.2. or 18.15.3 of these Regulations shall be guilty of an offence and shall be fined in accordance with Section [*Sanctions Provisions: a fine of at least two times the amount of profit the person would have made*].

### 18.15.8 **Leniency, Concessions, Immunity Programmes and Rules**

#### 18.15.8.1 **Grant of Leniency, Concessions and Immunity.**

18.15.8.1.1 The Authority may grant conditional leniency, concessions and immunity for cooperation to persons who offer significant assistance in detecting and proving unfair methods of competition and anti-competitive conduct.

18.15.8.1.2 Upon the application of a person, the Authority may proceed under any of the following programmes:

- i) **Leniency:** Conditional leniency will be granted where an applicant is the first participant in an anti-competitive activity to apply to the Authority and to meet the prescribed conditions. Immunity is 'conditional' in that the holder must continue to meet the prescribed conditions to maintain their immunity status.

ii) **Cooperation:** The Authority may exercise its discretion by taking a lower level of enforcement action, or, for individuals, no action at all, in exchange for information and full, continuing and complete cooperation throughout an investigation and any subsequent proceedings.

iii) **Immunity:** The Authority may grant immunity in appropriate cases as provided under 18.15.8.1.5.

18.15.8.1.3 Where a person enables the Authority to detect and or prove the existence of anti-competitive conduct, he may be granted conditional leniency.

18.15.8.1.4 The Authority may apply reduced penalties to provide incentives for full co-operation that facilitates the Authority's quick and effective investigation with fewer resources.

18.15.8.1.5 In all applications for leniency and concessions, the applicant must be the first to come forward either before the Authority becomes aware of the violation or before there is sufficient evidence to warrant an investigation or other regulatory action by the Authority.

18.15.8.1.6 Subject to the requirements set out in 18.15.8.2.1 if a violation constitutes a criminal offence, the Authority may recommend that immunity be granted to a party in the following situations:

- (i) the Authority is unaware of the offence, and the party is the first to disclose it; or
- (ii) the Authority is aware of an offence, and the party is the first to come forward before there is sufficient evidence to warrant a referral of the matter to the appropriate authorities.

## 18.15.8.2 **Requirements for qualification**

18.15.8.2.1. The following are the relevant requirements to qualify for immunity:

- i) The party must terminate its participation in the unlawful activity.
- ii) The party must not have coerced others to be party to the unlawful activity.
- iii) Where the party requesting immunity is the only party involved in the offence it will not be eligible for immunity.

18.15.8.2.2 Throughout the course of the Authority's investigation and subsequent referral for prosecutions, a party involved in a leniency, concession, immunity process must provide complete, timely and ongoing co-operation:

- (i) unless made public by the relevant prosecuting authority, or as required by law, the party shall not disclose its application for leniency, concession, immunity, or any related information, to a third party without the consent of the Authority. Where disclosure is required by law, the party must give notice to and consult with the Authority on how to protect the interests of the investigation in light of the disclosure requirement. The party shall give this notice as soon as it becomes aware of the disclosure requirement;

(ii) the party must reveal to the Authority any and all conduct of which it is aware, or becomes aware, that may constitute a violation of the law and in which it may have been involved;

(iii) the party must provide full, complete, frank and truthful disclosure of all non-privileged information, evidence and records in its possession, under its control or available to it, wherever located, that in any manner relate to the anti-competitive conduct for which leniency, concession or immunity is sought. There must be no misrepresentation of any material facts;

(iv) companies must take all lawful measures to secure the co-operation of current directors, officers and employees for the duration of the investigation and any ensuing proceedings. Companies must also take all lawful measures to secure the cooperation of former directors, officers and employees as well as current and former agents, where doing so will not jeopardize the investigation. Companies shall encourage such persons to voluntarily provide to the Authority all of their non-privileged information, evidence and records, in their possession or under their control, wherever located, that in any manner relate to the anti-competitive conduct; and

(v) companies must facilitate the ability of current and former directors, officers, employees and agents to appear for interviews and to provide testimony in administrative and judicial proceedings in connection with the anti-competitive conduct.

18.15.8.2.3 Parties must co-operate with the Authority's investigation and any subsequent proceedings at their own expense.

18.15.8.2.4 If the first party to apply under any of the programmes fails to meet the requirements above, a subsequent party that does meet the requirements qualify to participate.

### **18.15.8.3 The Process for Leniency, Concession or Immunity**

18.15.8.3.1. A person may initiate a request for leniency, concession or immunity by communicating with the Director General to discuss the possibility of participating in a programme.

18.15.8.3.2 The request to the Authority to participate in the programme may be made by an applicant's legal representative.

18.15.8.3.3 If the authority decides that the applicant participates in the programme, the applicant will be required to provide a detailed description of the unlawful activity and to disclose sufficient information for the Authority to determine whether it might qualify for the programme.

18.15.8.3.4 The Authority will require existence of material with sufficient

detail and certainty and also seek assurances as to the nature of any records the applicant can provide, the evidence or testimony a potential witness can give and how probative the evidence is likely to be. The Authority may request an interview with one or more witnesses, or an opportunity to view certain documents, prior to determining whether the applicant qualifies for the programme.

18.15.8.3.5 If the Authority determines that the applicant has qualified to participate in the programme the authority **may** execute the relevant program agreement with the applicant.

18.15.8.3.6 After the party enters into an agreement with the Authority, full disclosure and cooperation with the investigation and any ensuing proceedings is essential.

18.15.8.3.7 Parties are required to voluntarily provide the Authority with all non-privileged information, evidence and records that in any manner relate to the anti-competitive conduct. Witnesses will be expected to attend interviews and may be called upon to testify in administrative or court proceedings. The full disclosure process will be conducted with the understanding that the Authority will not use the information against the party, unless the party fails to comply with its agreement.

18.15.8.3.8 The Authority may revoke a party's benefits under a programme, and take appropriate action against the party, if that party fails to comply with any of the terms and conditions under its agreement.

18.15.8.3.9 Where the Authority determines that a party has failed to fulfill the terms and conditions set out in its agreement, the Authority will provide fourteen (14) days written notice to the party before revoking the agreement.

## 18.16 Passengers' Rights and Airlines Obligations

### 18.16.1 **Applicability**

This section shall apply to minimum rights and obligations for passengers and airlines carriers where:

- (i) There is an incidence of "No-show" and Overbooking;
- (ii) Passengers are denied boarding against their will;
- (iii) A scheduled flight is delayed;
- (iv) A scheduled flight is cancelled.

### 18.16.1.1 **Scope of Application**

These Regulations shall apply:

- (i) to passengers departing from an airport located within the Nigerian territory to another airport within Nigeria;
- (ii) to passengers departing from an airport located in another country to an airport situated within Nigeria, unless they received benefits or compensation and were given assistance in that other country, if the operating air carrier of the flight concerned is a Nigerian carrier;
- (iii) to foreign air transportation with respect to non-stop flight segments originating at a point within Nigeria.

18.16.1.2 In respect of section 18.16.1.1 of this Regulation, it shall apply on the condition that a passenger:

- (i) has a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in section 18.16.5, present himself or herself for check-in, as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, tour operator or an authorized travel agent, or, if no time is indicated, not later than 1 hour before the published departure time; or
- (ii) has been transferred by an air carrier or tour operator from the flight for which he or she held a reservation to another flight, irrespective of the reason.

18.16.1.3 These Regulations shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.

18.16.1.4 These Regulations shall apply to any operating air carrier providing transport to passengers covered in sections 18.16.1.1 and 18.16.1.2 above. Where an operating air carrier, which has no contract with the passenger, performs obligations under these Regulations, it shall be regarded as doing so on behalf of the carrier having a contract with that passenger.

18.16.1.5 These Regulations shall not apply in cases where a packaged tour is cancelled for reasons other than cancellation of the flight.

### 18.16.2 **“No Show” and Overbooking**

18.16.2.1 A passenger who shows-up on a later date or time other than the scheduled date or time of departure on his or her ticket may be considered for wait-

listing on another flight subject to seat availability after meeting the airlines requirement(s).

18.16.2.2 An air carrier may overbook a scheduled flight in contemplation of the possibility of some passengers not showing up for that flight.

### 18.16.3 **Denied Boarding**

18.16.3.1 An airline shall have the following obligations in the event of an oversold flight:

(i) ensure that the smallest practicable number of persons holding confirmed reserved space on that flight are denied boarding involuntarily;

(ii) request for volunteers for denied boarding before applying boarding priority.

18.16.3.2 Any other passengers denied boarding except in accordance with Section 18.16.3.1 above, is considered for purposes of this Regulation to have been denied boarding involuntarily, even if the passengers accept the denied boarding compensation. Volunteers shall be compensated in accordance with Sections 18.16.6 and 18.16.7 (Compensation Provision), such assistance being additional to the benefits mentioned in this paragraph.

18.16.3.3 In relation to each passenger solicited to volunteer for denied boarding, no later than the time the airline solicits that passenger to volunteer for denied boarding, the airline shall:

(ii) advise whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the carrier is obligated to pay if the passenger is involuntarily denied boarding;

(iii) disclose all material restrictions, including but not limited to administrative fees, advance purchase or capacity restrictions, and blackout dates applicable to the offer before the passenger decides whether to give up his or her confirmed reserved space on that flight in exchange for the free or reduced rate transportation.

18.16.3.4 If an insufficient number of volunteers come forward, the carrier may deny boarding to other passengers in accordance with its boarding priority procedures.

### 18.16.3.5 ***Boarding priority procedures***

18.16.3.5.1 Every operating air carrier shall establish priority procedures and criteria for determining which passengers holding confirmed reserved space shall be denied boarding on an oversold flight if an insufficient number of volunteers come forward. Such procedures and criteria shall reflect the obligations of the operating air carrier set forth in section 18.16.3.1 and 18.16.3.2 to minimize involuntary denied boarding and to request volunteers, and shall be written in such manner as to be understandable and meaningful to the average passenger.



Such procedures and criteria shall not make, give, or cause any undue or unreasonable preference or advantage to any particular person or subject any particular person to any unjust or unreasonable prejudice or disadvantage in any respect whatsoever.

18.16.3.5.2 Boarding priority factors may include, but are not limited to, the following:

- (i) passengers on urgent medical trips;
- (ii) a passenger's time of check-in;
- (iii) whether a passenger has a seat assignment prior to boarding;
- (iv) the fare paid by a passenger;
- (v) a passenger's frequent-flyer status;
- (vi) a passenger's reduced mobility status, including unaccompanied minor;
- (vii) Families (maximum of two adults) where at least one child is aged five years or under.

18.16.3.5.3 If an insufficient number of volunteers come forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers involuntarily.

18.16.3.5.4 If boarding is denied to passengers involuntarily, the operating air carrier shall immediately compensate them in accordance with Sections 18.16.6 and 18.16.7; and assist them in accordance with Sections 18.16.8, 18.16.9 and 18.17.10.

18.16.7.3.5.5 Every air carrier shall develop and file with the Authority Boarding Priority Procedures consistent with these Regulations.

## 18.16.4 **Delay**

### 18.16.4.1 **Domestic Flights**

18.16.4.1.1 For domestic flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide the passengers the assistance specified below:

- (i) immediately after one hour, the assistance specified in section 18.16.8.1(i) (Refreshments) and section 18.16.8.2 (telephone calls, SMS and E-mails)
- (ii) at a time between 10p.m. and 4a.m., or at a time when the airport is closed at the point of departure or final destination, the assistance specified in sections 18.16.8.1(iii) and 18.16.8.1(iv) (hotel accommodation and transport); and
- (iii) two hours and beyond, the assistance specified in section 18.16.7.1(i) (Reimbursement)

#### 18.16.4.2 **International Flights**

18.16.4.2.1 For international flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide to the passengers the assistance specified below:

- (i) between two and four hours, the assistance specified in sections 18.16.8.1(i) and 18.16.8.2;
- (ii) for four hours or more the assistance specified in sections 18.16.8.1(ii) and 18.16.8.2; and
- (iii) when the reasonably expected time of departure is at least six hours after the time of departure previously announced, the assistance specified in sections 18.16.8.1(iii) and 18.16.8.1(iv).

18.16.4.2.2 In any event, the assistance shall be provided within the time limits set out in these regulations.

#### 18.16.5 **Cancellation**

18.16.5.1 In case of cancellation of a flight, the passengers concerned shall:

- (i) Be offered assistance by the operating air carrier in accordance with Sections 18.17.6 and
- (ii) Be offered assistance by the operating air carrier in accordance with Sections 18.16.7(1)(i) and 18.16.7(2), as well as, in the event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Sections 18.16.7(1)(ii) and 18.16.7(1)(iii);
- (iii) In respect of domestic flights, have the right to compensation by the operating air carrier in accordance with Section 18.16.8, unless they are informed of the cancellation at least twenty-four hours before the scheduled time of departure.
- (iv) In respect of international flights, have the right to compensation by the operating air carrier in accordance with Section 18.17.8, unless:
  - (a) they are informed of the cancellation at least seven days before the scheduled time of departure; or
  - (b) they are informed of the cancellation between three and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
  - (c) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

18.16.5.2 When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

18.16.5.3 An operating airline shall not be obliged to pay compensation for cancellation if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

18.16.5.4 The burden of proof concerning any question as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating airline

#### 18.16.6 **Right to Compensation**

18.16.6.1 Where reference to compensation is made in this section, passengers shall receive at least:

- (i) 25% of the fares or passenger ticket price for all flights within Nigeria.
- (ii) 30% of the passenger ticket price for all international flights.

18.16.6.2 When passengers are offered re-routing to their final destination on an alternative flight pursuant to Section 18.16.8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:

- (i) by one hour, in respect of all domestic flights;
- (ii) by three hours, in respect of all international flights,

the operating airline ~~carrier~~ may reduce the compensation provided for in section 18.16.6.1 by 50%.

18.16.6.3 The compensation referred to in Section 18.16.7(1) shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers or other services.

18.16.6.4 Where compensation is made in voucher, the voucher shall be redeemable at all sales outlets of the air carrier providing the voucher.

#### 18.16.7 **Right to Reimbursement or Re-routing**

18.16.7.1 Where reference to reimbursement or re-routing is made in this section, passengers shall be provided any of the following choices:

- (i) immediate reimbursement in cash for domestic flights and reimbursement within fourteen days for international flights, by the means provided for in sections 18.16.6.3 (method of payment), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any

purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity;

- (ii) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- (iii) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

18.16.7.2 Section 18.16.7.1(i) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under any contractual understanding between the passenger and provider.

18.16.7.3 When an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with the passenger.

#### 18.16.8 **Right to Care**

18.16.8.1 Where reference to care is made in this section, passengers shall be offered free of charge:

- (i) refreshments including water, soft drinks, confectioneries or snacks ;
- (ii) a meal;
- (iii) hotel accommodation;
- (iv) transport between the airport and place of accommodation (hotel or other accommodation).

18.16.8.2 In addition to section 18.16.8.1, passengers shall be offered free of charge, two telephone calls, SMS or e-mails.

18.16.8.3 In applying this section, the operating air carrier shall prioritize the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

#### 18.16.9 **Upgrading and Downgrading**

18.16.9.1 If an operating airline places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.

18.16.9.2 If an operating airline places a passenger in a class lower than that for which the ticket was purchased, by the means provided for in Section 18.16.6(3), it shall immediately reimburse the difference to the passenger in accordance with the mode of payment, plus:

- (i) 30% of the price of the ticket for all domestic flights immediately, and
- (ii) 50% of the price of the ticket for all international flights within 14 days,

#### 18.16.10 **Persons with Reduced Mobility or Special Needs**

18.16.10.1 Operating airline shall give priority to carrying persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under.

18.16.10.2 In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under, shall have the right to care in accordance with section 18.16.8.

#### 18.16.11 **Further Compensation**

18.16.11.1 This section shall apply without prejudice to a passenger's rights under any contractual, statutory or any other applicable law.

18.17.11.2 Without prejudice to relevant principles under any other law, including case law, section 18.16.11.1 shall not apply to passengers who have voluntarily surrendered a reservation under section 18.16.3.1(ii)

#### 18.16.12 **Right of Redress**

18.16.12.1 In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under these Regulations, no provision of these Regulations may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with any applicable law. In particular, these Regulations shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or any other person with whom the operating air carrier has a contract. Similarly, no provision of these Regulations may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating airline has a contract, to seek reimbursement or compensation from the operating airline in accordance with applicable relevant laws.

#### 18.16.13 **Obligation to Inform Passengers of their Rights**

18.16.13.1 The operating airline shall ensure that at check-in, a clearly legible notice containing the following text is displayed in a manner clearly visible to passengers: *"If you are denied boarding or if your flight is cancelled or delayed for at least one hour, ask the airline officials for a written statement of your rights, particularly with regard to compensation and assistance"*.

18.16.13.2 An airline denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the procedures for compensation and assistance in line with these Regulations. It shall also provide each passenger affected by a delay of at least one hour with an equivalent notice.

18.16.13.3 In respect of illiterate, visually impaired or other persons under disability-, the provisions of this Regulation shall be applied using appropriate alternative means.

#### **18.16.14 Exclusion of Waiver**

18.16.14.1 Airline's obligations to passengers under these Regulations may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.

18.16.14.2 If such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in these Regulations, the passenger shall still be entitled to pursue any available remedies.

#### **18.16.15 Misleading Advertising**

18.16.15.1 The Authority shall deem any advertising or solicitation by an air carrier, tour operator, or an agent of either, for passenger air transportation, a package, or a package component that states a price for such air transportation, package, or package component to be an unfair or deceptive practice, unless the price stated is the entire price to be paid by the passenger to the air carrier, tour operator or agent, for such air transportation, package, or package component.

18.16.15.2 No airline, tour operator, or an agent of either shall charge or collect any additional fare (whether taxes, commissions, brokerage fees, administrative charges, or any other fees) from passengers not expressly displayed and described in the marketing material or advertisement.

#### **18.16.16 Lodging Complaints**

18.16.16.1 A passenger may lodge a complaint with the Consumer Protection Directorate, or any other competent person designated by the Authority, about an alleged infringement of these Regulations.

#### **18.16.17 Provision of Information**

18.16.17.1 When requested to provide information by the Authority for the purposes of enforcing these Regulations, an operating airline carrier shall provide such information as the Authority may specify.

18.16.17.2 Any information generated by an operating airline carrier in relation to Section 18.16.17.1, shall be retained by the airline carrier for a period of not less than two years.

#### **18.16.18 Complaints Procedure**

18.16.18.1 Every airline shall establish a consumer protection desk at every airport it operates into and shall appoint an officer to manage the desk for the purpose of receiving, resolving and channeling difficult complaints to their Head offices, as well as liaising with the Authority where necessary.

18.16.18.2A complainant may make a complaint with the Authority against an airline in relation to the breach of air passenger rights as provided in the Regulations by filling and submitting a Complaint Form(available at all airports), after the consumer must have notified the air carrier of such a breach and the complaint remains unresolved.

18.16.18.3 A complaint may be made in writing and transmitted to the Authority.

18.16.18.4Every complaint shall be accompanied by:

- (i) a copy of the airline ticket;
- (ii) A copy of the letter to the air carrier stating a claim for breach of air passenger rights;
- (iii) any response or responses or correspondence thereto.
- (iv) Any other relevant document(s).

18.16.18.5 Where a Complaint has been made in a representative capacity, the representative shall provide the complainant's written authority to act on his or her behalf.

18.16.18.6 Complainants can present a class action before the Authority, but must appoint a representative for the class.

#### 18.16.19 **Assessment**

18.16.19.1 The Authority shall cause an investigation to be carried out on the substance of the complaint and the consideration given by the air carrier within a reasonable period of time after the receipt thereof.

18.16.19.2 In carrying out any assessment under these Regulations, an officer designated by the Authority shall have all the powers of investigation stipulated in Section 30 (4)(i) of the Act, and in addition may request for submissions to be made by any interested person(s) in relation to a complaint;

18.16.19.3 The Authority shall amongst other things:

- (i) Notify the Respondent that a request has been lodged under these regulations
- (ii) Require the Respondent to respond to the complaint within 7 days;
- (iii) Require the Respondent to describe the procedure it has taken to resolve the matter.

#### 18.16.20 **Determination of Complaints**

18.16.20.1 After every assessment, the investigator shall make an assessment report and shall make recommendations therein.

18.16.20.2 Upon a consideration of the assessment report, the nature of the conduct alleged against the Respondent, the extent of the claim by the complainant,

public interest and other relevant factors, the Authority shall make a determination in any of the following ways:

- (i) the complaint lacks merit pursuant to which the complaint would be struck out;
- (ii) the complaint is of such a nature as to advise the parties to resolve the dispute through mediation.
- (iii) the complaint is of such a nature as to be subjected to the Authority's administrative hearing procedure set out in Section 18.16.21.
- (iv) take any other such actions as the authority may deem necessary.

18.16.20.3 The Authority shall give notice of its determination to the interested parties.

### **18.16.21 Administrative Hearing Procedure**

18.16.21.1 In the event that the interested parties do not agree to submit to the mediation procedure, the complaint shall be subject to the Administrative Hearing Procedure of the Authority.

18.16.21.2 If the Authority is of the view that the matter raised in the complaint are those over which any provision of the Act applies, the Authority shall set the complaint for Administrative Hearing.

18.16.21.3 The Authority shall serve the parties a notice requesting a statement in support of their claim or case together with any evidence in support thereof.

18.16.21.4 The Complainant shall within 7 days of the receipt of the notice transmit a statement of his case in writing to the Authority and the Respondent together with any evidence to be relied upon.

18.16.21.5 The Respondent shall within 7 days of the receipt of the Statement of the case of the Complainant, transmit a statement of his case together with any evidence to be relied upon to the Authority and the Complainant.

18.16.21.6 The Authority shall fix a date for the hearing and shall so inform the complainant and the Respondent.

18.16.21.7 At every hearing fixed pursuant to these Regulations:

- (i) the person who made the complaint, or in whose behalf it was made, and each person to whom a notice was sent and any other person whose presence at the hearing is considered by the Authority to be desirable, is entitled to attend and participate personally or, in the case of a company or a firm, be represented by a person who, or by persons each of whom, is a director, officer, or employee of the company or firm;
- (ii) a person participating in the hearing in accordance with paragraph (i) above is entitled to have another person, who may be a legal practitioner, or other persons present to assist him;



18.16.21.8 At every hearing, the Authority shall provide for as little formality and technicality as the requirements of the Act and a proper consideration of the complaint may permit.

18.16.21.8 (i) Where the complainant fails to appear before the Authority on the date of hearing, the Authority may recommend that the complaint be dismissed for default, or decide it on merit.

18.16.21.8 (ii) Where the Respondent fails to appear before the Authority on the date of hearing, the Authority would make recommendations based on the available records.

18.16.21.9 The Authority shall cause such records of the hearing to be made as is sufficient to set out the matters raised by the persons participating in the hearing.

18.16.21.10 Every complaint shall be heard as expeditiously as possible and a determination made thereon within a reasonable time after the termination of the hearing.

18.16.21.11 (i) No adjournment of hearing shall be granted by the Authority unless sufficient cause is shown and the reasons for grant of adjournment has been recorded in writing by the Authority;

18.16.21.11 (ii) The Authority may make such a decision as to the cost for the adjournment as may be considered appropriate.

18.16.21.12 The Authority may terminate the hearing after it is satisfied that every person participating in the hearing has been given a reasonable opportunity to state or explain his or its position.

18.16.21.13 (i) where the Authority is of the opinion that no provision of the Act, or any Regulations made thereunder has been violated by the person against whom the complaint was made, the Authority shall make a determination to that effect.

18.16.21.13 (ii) Where the Authority is of the opinion that any provision of the Act, or any Regulations made thereunder has been violated, the Authority shall make a determination to that effect and make recommendations as it deems fit and reasonable to ensure that the violation ceases and that the injured party is accorded a reasonable remedy for his injury.

18.16.21.14 The Authority shall on the basis of any recommendations made pursuant to the hearing, issue the relevant order which shall relate to:

- (i) the payment of compensation or restitution to a complainant;
- (ii) the payment of fines and or penalties;
- (iii) the referral of any persons for criminal prosecution; or
- (iv) any other order that may grant redress to a complainant.

18.16.21.15 Every Order of the Authority shall be complied with within 30 days of it being issued.

#### 18.17.22 VIOLATIONS AND PENALTIES

18.16.22.1 Any air carrier that violates any provision of these Regulations shall be liable to penalties imposed by the Authority as stipulated in the Table of Sanctions contained in **schedule 2???** hereto.

18.16.22.2 The penalties imposed by the Authority under **Section 18.16.22.1** shall be dissuasive, proportionate to both the gravity of the case, and the economic capacity of the air carrier or tour operator concerned. The defaulter's compliance record shall also be considered.

18.16.22.3 It shall be unlawful for any air carrier, tour operator, their employees or agent to obstruct or prevent the Authority or any of its designated officers from carrying out investigations or refuse to provide information requested by the Authority, relating to any violation of these Regulations.

#### 18.17.24 TABLE OF SANCTIONS TO FORM PART 19 TABLE OF SANCTION FOR VOL.2

This Table of Sanctions provides a recommended approach to assessment of sanctions for violations of these Regulations.

The Table describes civil penalties as minimum, moderate or maximum for a single violation of a particular regulation.

##### A. RANGE OF PENALTIES

Minimum: ₦100,000

Moderate: ₦250,000

Maximum: ₦500,000

The Authority may also refer the violator for criminal prosecution as provided in the Civil Aviation Act 2006.

##### A. RECOMMENDED SANCTIONS

	VIOLATIONS	RECOMMENDED SANCTION PER VIOLATION
1.	Failure to provide assistance in case of denied boarding	Minimum to Moderate penalty plus payment of the value of compensation prescribed in the regulation
2.	Failure to submit Boarding Priority Rules	Minimum Penalty

	to the Authority.	
3.	Failure to comply with Boarding Priority Rules when denying boarding.	Minimum to moderate penalty plus compensation prescribed in the Regulation.
4.	Failure to render assistance in case of flight cancellation	Moderate to maximum penalty plus prescribed compensation
5.	Failure to give priority to persons with reduced mobility during boarding	Minimum to moderate penalty
6.	Failure to provide care for persons with reduced mobility, persons accompanying them, unaccompanied minors, in case of denied boarding, flight cancellations and delays.	Moderate to maximum penalty plus monetary value of the prescribed care to be given to complainant.
7.	Failure to display at check-in counter passenger rights statement	Minimum penalty
8.	Failure to provide to passenger on request, passenger rights leaflet	Minimum to moderate penalty
9.	Misleading Advertising	Moderate to maximum penalty plus seizure of all inappropriate/excess gains/profit from the advert or promotional scheme. Possible criminal referrals.
10.	Obstruction of investigation/failure to provide information	Moderate to maximum penalty plus possible criminal referral
11.	Other violations of these regulations not specifically listed above.	Minimum to maximum penalty

### 18.18 SANCTION REGIME

18.18.1 Any person who uses any aircraft in contravention of the provisions of these regulations shall be liable in the case of an offence to a fine of not less than five hundred thousand Naira (₦500,000.00) or to imprisonment for a term not less than **three (3) months** or to both such fine and imprisonment, and in the case of a second and subsequent offence to a fine not less than one million Naira (₦1,000,000.00) or to imprisonment for a term not less than **six (6) months** or both such fine and such imprisonment;

18.18.2 The Authority shall penalize a person who; for the purpose of obtaining for himself or another person a Permit/Licence, or other authorization or with regard to a variation or the cancellation or suspension of a Permit/Licence, or other authorization, knowingly or recklessly furnishes the authority any information which is false, commits

an offence and liable on conviction to imprisonment for a term of not less than **six (6) months** or a fine of not less than One million Naira (**₦1,000,000.00**) or both and in the case of a second and subsequent offence to a fine not less than two million Naira (**₦2,000,000.00**) or to imprisonment for a term not less than **one (1) year** or both such fine and such imprisonment;

18.18.3 Any person who organizes air tours in contravention of the provisions of this regulation shall be liable upon conviction in a case of a first offence to a fine not less than, five hundred thousand Naira (**₦500,000.00**) or to imprisonment for a term not less than **three (3) months** or to both, and in case of a second and subsequent offence to a fine of not less than one million Naira (**₦1million**) or to imprisonment, for a term not less than **six (6) months** or both such fine and such imprisonment..see legal pg 12, 14 etc for other licences and permits.

18.18.4 Any foreign carrier which operates sales outlets other than those prescribed in these regulations shall be liable to a fine not less than five hundred thousand Naira (**₦500,000.00**).

18.18.5 Any foreign carrier which distributes tickets through financial institutions shall be liable to a fine not less than five hundred thousand Naira (**₦500,000.00**).

18.18.6 Any failure, violation, delay or non-remittance of information by the airline to the Authority as spelt out in these regulations is an offence, and as such liable as follows:

- (a) failure to render to an authorized officer of the Authority, the required documents or forms as prescribed in the Regulation for its statistical verification, a fine not less than ten thousand Naira (**₦10,000.00**) for everyday the breach subsist after a demand has been made.
- (b) false declaration of information on airline operations relating to 5% Sales Charge shall attract fine to the tune of **200% of the total value** of under declared number of passengers (in case of passenger operation) and under declared weight (in case of cargo operation). The currency of payment shall be the currency of the transaction(s).
- (c) false declaration of documents relating to statistical verification shall attract a fine not less than one million Naira (**₦1,000,000.00**) or have its aircraft operating authorization suspended.
- (d) delay of submission of documents shall attract a fine not less than five thousand Naira (**₦5,000.00**) for everyday the breach subsists.
- (e) Delay in remittance of 5% Sales Charge shall attract monthly surcharge of **1% compound interest** on the outstanding balance for final settlement.

18.18.7 It shall be an offence for any aerodrome/air navigation service provider to engage in over-charging, discrimination in the application of charges, anti-competitive practices or any unfair business practices. Any aerodrome/air navigation service provider who is culpable for offences in this regard shall be liable to a fine of not less than one million Naira (**₦1,000,000.00**).

18.18.8 Any aerodrome/air navigation service provider, including meteorological, ground handling service providers who contravenes the provision of these regulations shall be liable to a fine of fifty thousand (₦50,000.00) Naira for everyday the breach subsists.

18.18.9 Any company or an allied service provider which violates the conditions under which the Licence or Certificate of Registration was granted shall be liable to a fine not less than two hundred and fifty thousand (₦250,000.00) Naira or a suspension or revocation of the Licence or Certificate of Registration.

18.18.10 Any carrier operating air transport services to, from or within Nigeria, aerodrome operator, aviation fuel suppliers, or any provider of ground services, air traffic control services, aircraft maintenance services, who does not have adequate insurance cover and does not make quarterly returns to the Authority evidencing that such adequate insurance is maintained and that all conditions necessary to create an obligation on the insurer to provide indemnity in the event of a loss have for the time being been fulfilled, shall be guilty of an offence and liable on conviction to a fine of not less than ten million Naira (₦10,000,000) and its Principal Officers shall be liable to imprisonment for a term of not less than **two (2) years**.

18.18.11 Any foreign or domestic air carrier that refuses to file its fares and tariff charges with NCAA or gives false information on its fares and tariff shall be liable to a fine of not less than ten thousand Naira (₦10,000.00) for everyday the breach subsists after a demand has been made.

18.18.12 It shall be an offence for any airline or service provider not to implement any directive by NCAA on the protection of consumer interest. Any airline or service provider who fails to honour its services standards and advertised promotions or continues to violate the provisions of this regulation shall be liable to a fine not less than two hundred thousand Naira (₦200,000.00)

18.18.13 Any service provider who fails to investigate a complaint requesting for compensation or fails to respond to the authority's letter after **two (2) reminders** shall be guilty of an offence and shall be liable to:

- (i) A fine of five hundred naira (₦500.00) per day payable to NCAA starting from the date of receipt of the 2<sup>nd</sup> Reminder. (The act of default shall be published in any media that the Authority shall choose).

18.18.14 Any airline that refuses to compensate passengers that are unable to travel with an overbooked flight shall be guilty of an offence and be liable to fine of one hundred thousand Naira (₦100,000.00) payable to NCAA for each incident or have its operating authorisation suspended.

18.18.15 Any airline found to be negligent in baggage handling resulting in frequent delayed, damaged or loss of baggage shall be liable to a fine of fifty thousand naira (₦50,000.00) payable to NCAA for each reported case.

18.18.16 Any travel agent or airline that delays the process of ticket refund beyond **thirty (30) days** for international passengers from the date of request, shall be liable to refund the full value of the ticket and an additional 5% of the ticket value payable to the claimant (ticket holder).

18.18.17 Any travel agent or airline that delays immediate refund on ticket for domestic passengers shall be liable to the full value of the ticket and an additional 5% of the ticket value payable to the claimant (ticket holder).