



# STATEMENT OF COMPLIANCE

PART 18 AIR TRANSPORT ECONOMIC REGULATIONS

INSPECTOR	
CERTIFICATE HOLDER/APPLICANT	

Nig.CARs 18	Requirement of the Regulation	Compliance Method Manual Ref #	Certificate holder/ Applicant Comments (if appropriate)	Status
18.1.	<b>General</b>			
18.1.1.1	Applicability  (a) This part shall apply to the: (1) Economic licenses of air transport activities; (2) Requirements for economic regulation of Aerodrome and Air Navigation Service providers; (3) Persons involved with Facilitation of Air Transport at Aerodrome; (4) Allied Aviation services; (5) Adequacy of aviation insurance cover for airlines and allied aviation service providers; and (6) Unfair methods and Anti-competition practices			
18.2.	<b>Definitions and Abbreviations</b>			
18.2.1.1	<b>Definitions</b> (a) For the purpose of this part, the following definitions shall apply: “Act” means the Civil Aviation Act, 2022 or/and any subsequent amendments thereto.			



# STATEMENT OF COMPLIANCE

	<p>“<b>Aerial Work</b>” means an aircraft operation in which an aircraft is used for specialized services such as agriculture, construction, photography, surveying, observation and patrol, search and rescue, aerial advertisement, etc.</p> <p>“<b>Aerodrome</b>” 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.</p> <p>“<b>Aerodrome Operator</b>” means the owner or provider of an aerodrome that is certified for operation by the Authority.</p> <p>“<b>Aerodrome Control Service</b>” means air traffic control service for aerodrome traffic.</p> <p>“<b>Aeronautical Charges</b>” means charges for aeronautical services levied in line with ICAO Policies and Principles.</p> <p>“<b>Aeronautical Authority</b>” means the minister responsible for aviation and any person or body authorized to perform any function at present performed by the said minister or similar function.</p> <p>“<b>Agent of Foreign Airlines</b>” 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.</p> <p>“<b>Aircraft</b>” 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.</p> <p>“<b>Air Carrier</b>” means an enterprise that engages in provision of transportation services by aircraft for remuneration or hire.</p> <p>“<b>Aircraft Movement</b>” means the number of arrivals and departures of aircraft into and out of an airport.</p> <p>“<b>Air Freight Forwarders</b>” 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.</p> <p>“<b>Airlines</b>” means any air transport enterprise offering or operating a scheduled international air service.</p> <p>“<b>Air Operator</b>” means any organization which undertakes to engage in domestic commercial air transport or international commercial air transport, whether directly or indirectly or by a lease or any other arrangement.</p>			
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# STATEMENT OF COMPLIANCE

	<p>“<b>Air Service</b>” means any service performed by any aircraft for hire or reward.</p> <p>“<b>Air Transport Licensing Committee</b>” means NCAA Management responsible for considering and approving/disapproving of requests for Licences and Permits. The Committee is chaired by the Director General of Civil Aviation.</p> <p>“<b>Air Navigation Services</b>” 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).</p> <p>“<b>Air Navigation Services Provider</b>” means 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.</p> <p>“<b>Airport Phase Operations</b>” means any or all phases of aircraft operations involving approach, landing take off and/or departure.</p> <p>“<b>Air Traffic Control Services</b>” means a service provided for the purpose of:</p> <ul style="list-style-type: none"> <li>(i) preventing collisions ;</li> <li>(A) between aircraft ; and</li> <li>(B) on the maneuvering area between aircraft and obstructions;</li> <li>(ii) expediting and maintaining an orderly flow of air traffic.</li> </ul> <p>“<b>Air Traffic Management (ATM)</b>” 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.</p> <p>“<b>Air Traffic Service (ATS)</b>” 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).</p> <p>“<b>Alerting Service</b>” means a service provided to notify appropriate organizations regarding aircrafts in need of search and rescue aid, and assist such organization as required.</p>			
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# STATEMENT OF COMPLIANCE

	<p>“<b>Anti-Competitive</b>” 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.</p> <p>“<b>Audited Financial Statement</b>” means a report on the financial position or operations of a company that has been certified by an independent auditor.</p> <p>“<b>Authority</b>” means the Nigeria Civil Aviation Authority.</p> <p>“<b>Aviation Fuel Supplier</b>” means a person responsible for the supply and distribution of aviation fuel to the aircraft and reservoir in and within the airport area.</p> <p>“<b>Amortization</b>” means a gradual extinguishment of the cost of an asset by periodic (annual) charges to expenses, usually applicable to intangible assets.</p> <p>“<b>Annex</b>” 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.</p> <p>“<b>Approach Control Service</b>” means air traffic control service for arriving or departing control flights.</p> <p>“<b>Area Control Service</b>” means air traffic control service for controlled flights in control areas (en routes).</p> <p>“<b>Assessment</b>” means an initial evaluation of a complaint by the Authority to determine the appropriate means of redress.</p> <p>“<b>Asset</b>” means a resource from which future economic benefits are expected to flow to the entity that owns or controls it.</p> <p>“<b>Autonomous Entity</b>” 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.</p> <p>“<b>Baggage</b>” means personal property of passengers or crew carried on an aircraft by agreement with the operator.</p> <p>“<b>Balance Sheet</b>” 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.</p> <p>“<b>Bilateral Air Services Agreement</b>” means an air services agreement on air transportation subsisting between Nigeria and any other country.</p>			
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# STATEMENT OF COMPLIANCE

	<p>“<b>Cancellation</b>” means the non-operation of a flight which was previously planned and on which at least one seat was reserved.</p> <p>“<b>Capacity</b>” 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.</p> <p>“<b>Cargo</b>” means any property carried on an aircraft other than mail, stores and accompanied or mishandled baggage.</p> <p>“<b>Cargo Agent</b>” means an individual or corporate body appointed by an airline to solicit and process air freight shipment.</p> <p>“<b>Charge</b>” means a levy that is designed and applied specifically to recover the cost providing facilities and services for civil aviation.</p> <p>“<b>Chicago Convention</b>” means the convention on International Civil Aviation concluded at Chicago on the 7th December 1944.</p> <p>“<b>Combined Single Limit</b>” 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.</p> <p>“<b>Commercial Agreement</b>” 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.</p> <p>“<b>Commercialization</b>” means an approach to management of facilities and services in which business principles are applied or emphasis is placed on development of commercial activities.</p> <p>“<b>Compensation</b>” means direct and/or indirect monetary and/or non-monetary benefits offered to passengers whose rights have been infringed upon.</p> <p>“<b>Concerted Practice</b>” means a practice involving direct or indirect contacts between competitors falling short of an actual or formal agreement.</p> <p>“<b>Complainant</b>” means :</p> <ul style="list-style-type: none"> <li>(i) An air passenger ;</li> <li>(ii) one or more air passengers, where there are numerous air passengers having the same interest; or</li> </ul>			
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# STATEMENT OF COMPLIANCE

	<p>(iii) in case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.</p> <p><b>“Complaint”</b> means an allegation in writing made by an air passenger, a group of passengers or their legal heirs or representatives.</p> <p><b>“Confirmed Reserved Seat”</b> means space on a specific date and on a specific flight 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.</p> <p><b>“Consumer”</b> means consumer of civil aviation services.</p> <p><b>“Contracting States”</b> means all member countries of the International Civil Aviation Organization (ICAO).</p> <p><b>“Denied Boarding”</b> means a refusal by an airline to carry passengers who hold confirmed reservation and valid travel documentation, although they have presented themselves for check-in and/or boarding at the time stipulated by the airline, on grounds of overbooked flight.</p> <p><b>“Director General of Civil Aviation”</b> means the Director General of the Nigeria Civil Aviation Authority (NCAA).</p> <p><b>“Direct Operating Cost (DOC)”</b> 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.</p> <p><b>“Disembarkation”</b> means the leaving of an aircraft after landing, except by crew or passenger continuing on the next stage of the same through-flight.</p> <p><b>“Embarkation”</b> 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.</p> <p><b>“Exclusive Dealing”</b> means any practice whereby a supplier of products or services:</p> <p>(i) as a condition of supplying the products or services to a customer or travel agent requires the customer to :</p> <p>(A) deal only or primarily in products or services supplied by or designed by the supplier or its nominee, or</p> <p>(B) refrain from dealing in a specified class or kind of products or services except as supplied by the supplier or his nominee ;</p>			
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# STATEMENT OF COMPLIANCE

	<p>(ii) induces a customer to meet a condition referred to in paragraph (i) 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.</p> <p><b>“Extraordinary Circumstances”</b> means any mechanical, technical, operational, climatic, sociopolitical or any other conditions beyond the actual control of the party involved.</p> <p><b>“Facilitation (FAL)”</b> means the efficient management of control processes, to expedite clearance and prevent unnecessary delays at the airports.</p> <p><b>“Fare”</b> means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.</p> <p><b>“Federal Gazette”</b> means the official gazette of the Federal Republic of Nigeria.</p> <p><b>“Final Destination”</b> 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.</p> <p><b>“Fixed Based Operation”</b> means a commercial enterprise that has been granted the right by an airport authority to operate on that airport and provide aviation services, such as fuel, parking and hanger space, to the General Aviation community.</p> <p><b>“Fixed Costs”</b> means costs which in the short term remain unchanged regardless of whether or not the volume of services provided increases or decreases.</p> <p><b>“Flight Information Region”</b> means an airspace of defined dimensions within which flight information service and alerting service are provided.</p> <p><b>“Flight Information Service”</b> means a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights.</p> <p><b>“Foreign Aircraft”</b> means an aircraft other than a Nigerian registered aircraft.</p> <p><b>“General Aviation Operation”</b> means an aircraft operation other than a commercial air transport operation or an aerial work operation.</p> <p><b>“Ground Equipment”</b> means an article of a specialized nature for use in the maintenance, repair and servicing of an aircraft on ground,</p>			
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# STATEMENT OF COMPLIANCE

	<p>including testing equipment and cargo and passenger-handling equipment.</p> <p><b>“Ground Handling Company”</b> 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.</p> <p><b>“Indirect Operating Cost (IOC)”</b> 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.</p> <p><b>“In-flight Catering Service Provider”</b> 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.</p> <p><b>“Insurance”</b> means a contract (policy) in which an individual or entity receive financial protection or reimbursement against an insurance company.</p> <p><b>“International Airport”</b> 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.</p> <p><b>“Insurance Liability”</b> means maximum amount of coverage available under a liability insurance policy.</p> <p><b>“Lease”</b> 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.</p> <p><b>“Liability”</b> means debt of the entity in the form of financial claims on an entities assets.</p> <p><b>“Licence”</b> means a licence granted under section 95(1)(a) of the Civil Aviation Act, 2022.</p> <p><b>“Mail”</b> 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.</p> <p><b>“Market Restriction”</b> 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</p>			
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# STATEMENT OF COMPLIANCE

	<p>specified area or exacts a penalty of any kind from the customer if the customer supplies any products or services outside a specified area.</p> <p><b>“Minister”</b> means the Minister responsible for civil aviation.</p> <p><b>“Ministry”</b> means the Federal Ministry responsible for civil aviation in Nigeria.</p> <p><b>“Mishandled Baggage”</b> means baggage voluntarily or inadvertently, separated from passenger or crew.</p> <p><b>“Non-Aeronautical Charges”</b> 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.</p> <p><b>“Non-Scheduled Operations”</b> means journeys undertaken other than scheduled operations.</p> <p><b>“Officer”</b> means a Director, General Manager, Secretary or other similar officer and includes any person who purports to act in any such capacity.</p> <p><b>“Package”</b> 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.</p> <p><b>“Passenger”</b> 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.</p> <p><b>“Passenger Traffic”</b> means number of passenger embarkation and disembarkation.</p> <p><b>“Permit”</b> means a permit granted under Section 95(1)(a) of the Civil Aviation Act, 2022.</p> <p><b>“Person”</b> 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.</p> <p><b>“Person with Disabilities”</b> means any person whose mobility is reduced due to physical incapability(sensory or locomotor), an</p>			
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# STATEMENT OF COMPLIANCE

	<p>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.</p> <p><b>"Profit and Loss Account"</b> 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'.</p> <p><b>"Relevant Market"</b> 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.</p> <p><b>"Reservation/Bookings"</b> means allotment in advance of seating or sleeping accommodation for a passenger or of a space or weight capacity for baggage.</p> <p><b>"Revenue"</b> 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.</p> <p><b>"Royalty"</b> means an amount in money accruing to the country through commercial agreements subsisting with other foreign airlines.</p> <p><b>"Scheduled Operations"</b> means any operation that offers air transport service on a published time-table and open to use by the general public.</p> <p><b>"Special Drawing Right (SDR)"</b> 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.</p> <p><b>"Statistics"</b> 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.</p> <p><b>"Tariff"</b> 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.</p>			
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# STATEMENT OF COMPLIANCE

	<p>“<b>Ticket</b>” 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 ;</p> <p>“<b>Tied Selling</b>” means any practice whereby a supplier of products or services:</p> <p>(i) as a condition of supplying the products or services (hereinafter referred to as the “tied products”) to a customer, requires the customer to:</p> <p>(A) acquire any other products or services from the supplier or nominee, (B) 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</p> <p>(ii) induces a customer to meet a condition set out in paragraph (i) 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.</p> <p>“<b>Third Party</b>” means an individual or entity not party to an Agreement but with an interest in the Agreement.</p> <p>“<b>Third Party Claim</b>” 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.</p> <p>“<b>Tour Operator</b>” means, with the exception of an air carrier, an organizer of package travel, package holidays and package tours.</p> <p>“<b>Traffic Rights</b>” 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.</p> <p>“<b>Travel Agent</b>” means one who assists travelers by sorting through vast amounts of information to help their clients make the best possible travel arrangements.</p> <p>“<b>User Charge</b>” means any fee or levy payable by users for the consumption of any service.</p> <p>“<b>Unaccompanied Baggage</b>” means baggage that is transported as cargo and may or may not be carried on the same aircraft with the person to whom it belongs</p> <p>“<b>Unclaimed Baggage</b>” means baggage that arrives at an airport and is not picked up or claimed by a passenger.</p>			
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# STATEMENT OF COMPLIANCE

	<p><b>“Unidentified Baggage”</b> means baggage at an airport, with or without a baggage tag, which is not picked up by or identified with a passenger.</p> <p><b>“Volunteer”</b> means a person who willingly responds to the air carrier’s request to relinquish his confirmed reserved seat and accept the air carriers’ offer of compensatory benefits, in exchange.</p> <p><b>“Zero Fare Ticket”</b> 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.</p> <p>Note: Every other term not defined herein shall have the same meaning as contained in the Act and the Chicago Convention and its Annexes.</p>			
18.2.1.2.	<p><b>Abbreviations</b></p> <p>a. The following abbreviations are used in these Regulations are:</p> <ol style="list-style-type: none"> <li>1. ACS - Area Control Service</li> <li>2. ACP - Air Carrier Permit</li> <li>3. ATL - Air Transport Licence</li> <li>4. ATM - Air Traffic Management</li> <li>5. ATS - Air Traffic Services</li> <li>6. AOP - Airline Operating Permit</li> <li>7. AOC - Air Operator’s Certificate</li> <li>8. ATOL - Air Travel Organizer Licence</li> <li>9. ATLC - Air Transport Licensing Committee</li> <li>10. API - Advanced Passenger Information</li> <li>11. AVSEC Aviation Security</li> <li>12. BASA - Bilateral Air Services Agreement</li> <li>13. CSL - Combined Single Limit</li> <li>14. DGR - Dangerous Goods Regulation</li> <li>15. DSS - Department of State Security Service</li> <li>16. FCOP - Foreign Carriers’ Operating Permit</li> <li>17. FIR - Flight Information Region</li> <li>18. FIS - Flight Information Service</li> <li>19. GSA - General Sales Agent</li> <li>20. IS - Implementing Standard</li> <li>21. LAR - Life Animal Regulation</li> </ol>			



# STATEMENT OF COMPLIANCE

	<p>22. MTOW - Maximum Take-off Weight                  23. NANTA -National Association of Nigerian Travel Agents                  24. NCASP -National Civil Aviation Security Programmme                  25. NDLEA -National Drug Law Enforcement Agency                  26. Nig. CARs Nigeria Civil Aviation Regulations                  27. NiPOST -Nigerian Postal Services                  28. NNFP - Nigerian National Facilitation Programme                  29. PNCF - Permit for Non-Commercial Flights                  30. PAAS - Permit for Aerial Aviation Services                  31. PHS - Personal History Statement                  32. PRM - Person with Reduced Mobility                  33. SLA - Service Level Agreement                  34. SDR - Special Drawing Right                  35. TSC - Ticket Sales Charge</p>			
<b>18.3.</b>	<b>Air Transport Licensing</b>			
18.3.1	Licences and Permits			
18.3.1.1	This subpart prescribes the types of licences, permits and/or any other authorization for scheduled and non-scheduled flight operations.			
<b>18.3.2</b>	<b>Air Transport Licence</b>			
18.3.2.1	<p>This section shall apply to the carriage of passengers, mail and cargo by air for hire and reward in public transport category.</p> <p>(a) No person may engage in scheduled air transport business in Nigeria for the carriage of passengers, mail or cargo for hire and reward unless such a person holds an Air Transport Licence (ATL) issued by the Authority and operates in accordance with its provisions.</p> <p>(b) An application for the grant or renewal of an ATL shall be made in writing as specified in <a href="#">IS:18.3.2.1 (A)</a> and <a href="#">IS:18.3.2.1 (B)</a> and as may be prescribed by the Authority from time to time.</p>			





# STATEMENT OF COMPLIANCE

	<p>(c) The Authority if satisfied that the applicant has met and complied with the requirements for the grant or renewal of an ATL may grant or renew the licence.</p> <p>(d) An ATL shall be valid for a period of five (5) years and subject to renewal every 5 years.</p> <p>(e) An ATL not utilized at the expiration of its validity period may not be renewed by the Authority, notwithstanding, the holder of the ATL may apply for a fresh issuance.</p> <p>(f) The holder of an ATL may be required to demonstrate its ability to continue to meet the terms and conditions set forth in the ATL.</p> <p>(g) An ATL holder shall submit to the Authority annually, a list showing the names of its shareholders or any person(s) holding more than 5% (five percent) shareholding in the company together with the names of any person on whose behalf such shares are held.</p> <p>(h) 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.</p> <p>(i) The Authority will suspend or revoke an ATL if the holder of the ATL contravenes the terms and conditions therein, the Civil Aviation Act, the Regulations, rules and orders made thereunder.</p> <p>(j) If the Authority decides to suspend or revoke any ATL the Authority will:</p> <ol style="list-style-type: none"> <li>(1) Give a written notice to the holder of the ATL specifying the violation(s);</li> <li>(2) Specify in the written notice the right of the holder of the ATL to make representations in writing regarding the alleged violation(s) within thirty (30) days of the receipt of the written notice from the Authority;</li> <li>(3) Upon receipt of the representations from the holder of the ATL, the Authority will make an evaluation and inform the holder of the ATL of its determination;</li> </ol>			
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# STATEMENT OF COMPLIANCE

	<p>(4) Notwithstanding the above, the Authority may by written notice, convey to the holder of the ATL its decision to suspend/revoke the ATL if it is in the interest of safety</p> <p>(k) The Authority will publish the decision regarding an application for suspension or revocation of an ATL.</p> <p>(l) No person may be issued an ATL without a security clearance issued by the relevant agency.</p>			
<b>18.3.3</b>	<b>Airline Operating Permit.</b>			
18.3.3.1	<p>This section shall apply to commercial carriage of passengers, mail and cargo for non-scheduled and charter services.</p> <p>(a) No person may use an aircraft for non-scheduled services unless such a person holds an ATL or Airline Operating Permit (AOP) issued by the Authority.</p> <p>(b) An application for the grant or renewal of an AOP shall be made in writing as specified in <a href="#">IS:18.3.3.1 (A)</a> and <a href="#">IS:18.3.3.1 (B)</a> and as may be prescribed by the Authority from time to time.</p> <p>(c) The Authority if satisfied that the applicant has met and complied with the requirements for the grant or renewal of an AOP may grant or renew the licence.</p> <p>(d) An AOP shall be valid for a period of three (3) years and subject to renewal every 3 years.</p> <p>(e) An AOP not utilized at the expiration of its validity period may not be renewed by the Authority, notwithstanding, the holder of the AOP may apply for a fresh issuance.</p> <p>(f) The holder of an AOP may be required to demonstrate its ability to continue to meet the terms and conditions set forth in the AOP.</p>			



# STATEMENT OF COMPLIANCE

	<p>(g) An AOP holder shall submit to the Authority annually, a list showing the names of its shareholders or any person(s) holding more than 5% (five percent) shareholding in the company together with the names of any person on whose behalf such shares are held.</p> <p>(h) 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.</p> <p>(i) The Authority will suspend or revoke an AOP if the holder of the AOP contravenes the terms and conditions therein, the Civil Aviation Act, the regulations, rules and orders made thereunder.</p> <p>(j) If the Authority decides to suspend or revoke any AOP the Authority will:</p> <ol style="list-style-type: none"> <li>(1) Give a written notice to the holder of the AOP specifying the violation(s);</li> <li>(2) Specify in the written notice the right of the holder of the AOP to make representations in writing regarding the alleged violation(s) within thirty (30) days of the receipt of the written notice from the Authority;</li> <li>(3) Upon receipt of the representations from the holder of the AOP, the Authority will make an evaluation and inform the holder of the AOP of its determination; and</li> <li>(4) Notwithstanding the above, the Authority may by written notice, convey to the holder of the AOP its decision to suspend/revoke the AOP if it is in the interest of safety</li> </ol> <p>(k) The Authority will publish the decision regarding an application for suspension or revocation of an AOP.</p> <p>(l) No person may be issued an AOP without a security clearance issued by the relevant agency.</p>			
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# STATEMENT OF COMPLIANCE

18.3.4	<b>Permit for Non Commercial Flights</b>			
18.3.4.1.	<p>This section shall apply to flight operations undertaken for non-commercial or private purposes:</p> <ul style="list-style-type: none"> <li>(a) No person may 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) issued by the Authority.</li> <li>(b) Application for the grant, renewal and variation of a PNCF shall be made in writing to the Authority and shall meet the requirements as specified in <a href="#">IS:18.3.4.1 (A)</a>, <a href="#">IS:18.3.4.1 (B)</a> and <a href="#">IS:18.3.4.1 (C)</a> or such other information as may be published by the Authority from time to time.</li> <li>(c) The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the PNCF, may grant or renew the PNCF.</li> <li>(d) 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</li> <li>(e) A PNCF not utilised at the expiration of its validity period may not be renewed by the Authority notwithstanding, the holder of the PNCF may apply for a fresh issuance.</li> <li>(f) The holder of a PNCF shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the PNCF. In addition, the holder must have adequate resources for the maintenance and safe operation of the aircraft.</li> <li>(g) Each holder of a PNCF shall file with the Authority, a true copy of every contract or agreement affecting air transportation or</li> </ul>			



# STATEMENT OF COMPLIANCE

	<p>any modification or cancellation thereof, between the holder and any other person including air carriers.</p> <p>(h) The Authority will charge such fees as it may determine for processing the grant and renewal of PNCF.</p> <p>(i) The holder of PNCF shall pay such annual fee as may be determined by the Authority from time to time.</p> <p>(j) The Authority will suspend or revoke a PNCF if the holder of the PNCF contravenes the terms and conditions therein, the Civil Aviation Act, the Regulations, rules and order made thereunder.</p> <p>(k) The holder of PNCF shall be required to pay for variation of its permit, such fee as may be determined by the Authority from time to time.</p> <p>(l) If the Authority decides to suspend or revoke any PNCF, the Authority shall:</p> <ol style="list-style-type: none"> <li>(1) Give a written notice to the holder of the PNCF specifying the violation(s);</li> <li>(2) Specify in the written notice the right of the holder of the PNCF to make representations in writing regarding the alleged violation(s) within thirty (30) days of the receipt of the written notice from the Authority;</li> <li>(3) 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;</li> <li>(4) 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.</li> </ol> <p>(m) The Authority will publish the decision regarding an application for suspension or revocation of a PNCF.</p> <p>(n) No person may be issued a PNCF without a security clearance issued by the relevant agency</p>			
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# STATEMENT OF COMPLIANCE

18.3.5	<b>Air Travel Organiser Licence</b>			
18.3.5.1	<p>This section shall apply to tour Organizers who are engaged in holiday travels, tour packages, special events, and religious pilgrimages.</p> <p>(a) No person may 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 Licence (ATOL) or other authorization issued by the Authority.</p> <p>(b) Application for the grant or renewal of an ATOL shall be made in writing to the Authority and shall meet the requirements as specified in <a href="#">IS:18.3.5.1 (A)</a> and <a href="#">IS:18.3.5.1 (B)</a> or such other information as may be published by the Authority from time to time.</p> <p>(c) The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the ATOL, may grant or renew the licence.</p> <p>(d) An ATOL shall be valid for a period of two (2) years and subject to renewal every two years.</p> <p>(e) An ATOL not utilised at the expiration of its validity period may not be renewed by the Authority, notwithstanding the holder of the ATOL may apply for a fresh issuance.</p> <p>(f) The holder of an ATOL shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the ATOL.</p> <p>(g) The Authority will charge such fees as it may determine for processing the grant and renewal of an ATOL.</p> <p>(h) The Authority will suspend or revoke an ATOL, if the holder of the ATOL contravenes the terms and conditions therein, the Civil Aviation Act, the Regulations, rules and order made thereunder.</p> <p>(i) If the Authority decides to suspend or revoke any ATOL, the Authority will:            (1) Give a written notice to the holder of the ATOL specifying the violation(s);</p>			



# STATEMENT OF COMPLIANCE

	<p>(2) Specify in the written notice the right of the holder of the ATOL to make representations in writing regarding the alleged violation(s) within thirty (30) days of the receipt of the written notice from the Authority;</p> <p>(3) 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 decision; and</p> <p>(4) 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.</p> <p>(j) The Authority will publish the decision regarding an application for suspension or revocation of an ATOL.</p>			
<b>18.3.6</b>	<b>Permit for Aerial Aviation Services</b>			
18.3.6.1	<p>This section shall apply to the provision of aerial work operation, flying club, flying school and such other services as may be designated by the Authority from time to time.</p> <p>(a) No person may provide aviation services such as aerial work, 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) or other authorizations issued by the Authority.</p> <p>(b) Application for the grant or renewal of a PAAS shall be made in writing to the Authority and shall meet the requirements as specified in <a href="#">IS:18.3.6.1 (A)</a> and <a href="#">IS:18.3.6.1 (B)</a> or such other information as may be published by the Authority from time to time.</p> <p>(c) The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the PAAS may grant or renew the PAAS.</p> <p>(d) A PAAS shall be valid for a period of three (3) years and subject to renewal every three years.</p> <p>(e) A PAAS not utilised at the expiration of its validity period may not be renewed by the Authority, notwithstanding, the holder of the PAAS may apply for a fresh issuance.</p>			



# STATEMENT OF COMPLIANCE

	<p>(f) The holder of a PAAS shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the PAAS</p> <p>(g) 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.</p> <p>(h) 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.</p> <p>(i) The Authority will suspend or revoke a PAAS, if the holder of the PAAS contravenes the terms and conditions therein, the Civil Aviation Act, the Regulations, rules and orders made thereunder.</p> <p>(j) If the Authority decides to suspend or revoke any PAAS, the Authority will:</p> <ol style="list-style-type: none"> <li>(1) Give a written notice to the holder of the PAAS specifying the violation(s);</li> <li>(2) Specify in the written notice the right of the holder of the PAAS to make representations in writing regarding the alleged violation(s) within thirty (30) days of the receipt of the written notice from the Authority;</li> <li>(3) 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; and</li> <li>(4) 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.</li> </ol> <p>(k) The Authority will publish the decision regarding an application for suspension or revocation of a PAAS.</p> <p>(l) An applicant for a PAAS shall not be incorporated under Part C of the Companies and Allied Matters Act and any amendment thereof.</p> <p>(m) No person may be issued PAAS without a security clearance issued by the relevant agency.</p>			
18.4.	<b>Domestic Operations</b>			



# STATEMENT OF COMPLIANCE

18.4.1	General			
18.4.1.1.	<p>This section shall apply to domestic airline operations in Nigeria.</p> <p>(a) Subject to these regulations, domestic airlines may determine the route(s) to operate, the frequency or frequencies of operations and fares to be charged.</p> <p>(b) All domestic airlines operating in Nigeria shall notify the Authority of the route(s) to operate, the frequency or frequencies of operations and fares charged prior to the introduction of these routes, frequencies and fares.</p>			
<b>18.4.2</b>	<b>Scheduled Domestic Operations – Commercial Operations</b>			
18.4.2.1	<p>Prior to commencement of operation, the licence or permit holder shall:</p> <p>(a) obtain an Air Operator Certificate (AOC), comply with the provisions of the Civil Aviation Act, the Regulation and other directives made thereunder;</p> <p>(b) show proof of adequate insurance cover for passengers, cargo and third party;</p> <p>(c) Holders of Air Operator Certificates (AOC) 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 aerodromes.</p> <p>(d) Non-scheduled operators shall submit the passenger and cargo manifests, airway bills and client services invoices to the Authority;</p>			
<b>18.4.3</b>	<b>Non- Commercial Operations</b>			
18.4.3.1	<p>Holders of Permit for Non-Commercial Flights (PNCF) shall:</p> <p>(a) prior to the commencement of operations obtain Safety Certificates (C of A)</p> <p>(b) for foreign registered aircraft, obtain Maintenance Clearance Certificate (MCC) and Flight Operations Clearance Certificate (FOCC);</p> <p>(c) submit to the Authority details of their flight operations including names of passengers carried, route(s) operated and times of operations;</p>			



# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(d) not engage in any form of carriage of passengers, cargo or mail for hire and reward; and</li> <li>(e) operate in accordance with the terms and conditions specified in their Permits.</li> </ul>			
<b>18.4.4</b>	<b>Aerial Aviation Services</b>			
18.4.4.1	<p>Holders of Permit for Aerial Aviation Services (PAAS) shall:</p> <ul style="list-style-type: none"> <li>(a) obtain Safety Certificates from the Authority before commencement of operations;</li> <li>(b) not engage in any form of carriage of passengers, cargo or mail for hire and reward;</li> <li>(c) not engage in any form of operation different from those specified in their Permits; and</li> <li>(d) operate in accordance with the conditions contained in their Permits.</li> </ul>			
<b>18.4.4.2</b>	<b>Self-Handling Operations</b>			
	<ul style="list-style-type: none"> <li>(a) Where a domestic airline decides to handle itself, it shall obtain approval from NCAA after duly fulfilling the statutory requirements as specified by Part 18.12 of this Regulation.</li> </ul>			
<b>18.4.5</b>	<b>Organized Package Tours</b>			
18.4.5.1	<p>Holders of Air Travel Organizer Licence (ATOL) shall:</p> <ul style="list-style-type: none"> <li>(a) not engage in aircraft operations ;</li> <li>(b) have current and adequate Bank/Insurance Bonds to cover their operations;</li> <li>(c) operate in accordance with the conditions specified in their Licences.</li> </ul>			
<b>18.5.</b>	<b>Regional and International Operations by Nigerian Airlines</b>			
18.5.1	Scheduled Operations by Nigerian Airlines.			
18.5.1.1	The Authority will issue an Air Carrier Permit (ACP) to designated Nigerian airlines on international routes, subject to the airline fulfilling the requirements specified <a href="#">IS:18.5.1.1 (A)</a> , <a href="#">IS:18.5.1.1 (B)</a> and <a href="#">IS:18.5.1.1 (C)</a>			





# STATEMENT OF COMPLIANCE

18.5.1.2	All Nigerian airlines designated on regional and international routes in addition to obtaining safety certificates shall show: (a) proof of adequate financial capability for such operations; (b) Evidence of domestic operation for at least six (6) Months.			
<b>18.6.</b>	<b>Foreign Airline Operations into and out of Nigeria</b>			
18.6.1	Scheduled Operations by Foreign Airlines.			
18.6.1.1.	No Foreign Airline may engage in scheduled operations into and out of Nigeria, without a Foreign Carrier Operating Permit (FCOP) issued by the Authority. (a) An application for the grant of an FCOP shall be made in writing as specified <a href="#">IS:18.6.1.1</a> as may be prescribed by the Authority from time to time. (b) The Authority will carry out safety assessment of the airline's in accordance with the requirement of Part 10 prior to the issuance of FCOP and commencement of operations. (c) Foreign airline 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 aerodromes. (d) Foreign airline operating into and out of Nigeria for the purpose of scheduled international air services shall not distribute tickets through banks and other financial institutions. (e) No Foreign airline shall engage in self-handling.			
<b>18.6.2</b>	<b>Non-Scheduled Passenger (Charter) Operations by Foreign Airlines.</b>			
18.6.2.1	No foreign airline shall engage in non-scheduled (charter) passenger operations into and out of Nigeria except in collaboration with an ATOL holder.			
18.6.2.2	No foreign airline may conduct non-scheduled (charter) or cargo operations into and out of Nigeria without a flight clearance issued by the Authority.			



# STATEMENT OF COMPLIANCE

<b>18.7</b>	<b>Commercial Agreements</b>			
18.7.1.1	<p>This sub section shall apply to the collection of flight data, billing and maintenance of account or accounts for the remittance of royalties accruing to Nigeria from commercial agreements with foreign airlines.</p> <p>(a) All foreign airlines having commercial agreements with Nigeria shall remit all royalties accruing to the country into a designated account(s) with the Central Bank of Nigeria (CBN).</p> <p>(b) All foreign airlines operating under commercial agreements shall forward to the Authority passenger manifest of the specific flight assigned for commercial agreement, cargo manifest, load sheets, air waybills and any other information necessary for accurate billing, not later than twenty-four (24) hours after each flight.</p> <p>(c) The Reconciliation Committee as constituted for the resolution of disputes and discrepancies arising from bills forwarded to the foreign airlines by the Authority will comprise the Ministry, the Authority and the concerned airline.</p> <p>(d) Non-compliance with the terms of remittance of royalty in the commercial agreement by any airline will result in the suspension or withdrawal of such services in addition to nine 9% (nine percent) compound interest rate on the unsettled amount to be reflected in subsequent commercial agreements.</p>			
18.7.1.2	The Authority will continue to promote the interests of Nigeria in the monitoring and implementation of all BASAs and MASAs.			
18.7.1.3	The Authority will 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.			
<b>18.8</b>	<b>Airport and Air Navigation Services.</b>			
18.8.1.1	<p>This section shall apply to the economic regulation of airports, air navigation services, and other related services.</p> <p>(a) Any person, state or local government intending to provide aerodrome services shall submit evidence of financial</p>			



# STATEMENT OF COMPLIANCE

	<p>readiness indicating its capability to the Authority in line with <a href="#">Part 12.1.2</a></p> <p>(b) Aerodrome operators, air navigation service provider(s), and other service providers shall obtain the approval of the Authority before revising and imposing new charges and fees for their services.</p> <p>(c) Aerodrome and air navigation service providers shall provide financial or other data quarterly the Authority.</p> <p>(d) Aerodrome and air navigation service providers shall adhere to the principles and procedures of consultation with users, cost-relatedness, non-discrimination and transparency in the application of charges and fees.</p> <p>(e) Aerodrome and air navigation service providers shall adhere to the policies, principles and guidelines contained in ICAO's documents, Doc.9082 (ICAO's Policies on Charges for Airports and Air Navigation Services), Doc.9562 (Airport Economic Manual) and Doc.9161 (Manual on Air Navigation Services Economics) or any amendment thereto.</p> <p>(f) Aerodrome and air navigation service providers shall submit to the Authority a 5-year business plan.</p> <p>(g) Aerodrome and air navigation service providers shall submit financial returns annually in a format as may be prescribed by the Authority.</p> <p>(h) The 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.</p>			
<b>18.9</b>	<b>Facilitation of Air Transport.</b>			
18.9.1	Applicability			
18.9.1.1	<p>This subpart shall apply to rules governing the administration, efficient processing and expeditious clearance of passengers, crew, aircraft, baggage, cargo and mail at the airports.</p> <p>(a) The provisions of this subpart incorporate relevant guidelines and Standards and Recommended Practices (SARPs)</p>			



# STATEMENT OF COMPLIANCE

	<p>contained in Annex 9 to the <i>Convention on International Civil Aviation</i>, and international best practices.</p> <ul style="list-style-type: none"> <li>(b) Relevant security agencies (customs narcotic control, State security etc) in Nigeria shall use risk management (including profiling) in the release and clearance of goods at the nation's airports.</li> <li>(c) All airport operators shall put in place efficient and effective information technology facilities at the airports.</li> <li>(d) The Authority will collaborate with all relevant facilitation and security agencies at the airports to ensure that the time required for the processing of passengers, crew, aircraft, baggage, cargo and mail is kept to the minimum without compromising security.</li> <li>(e) The Authority will collaborate with all relevant Government agencies at the airports to ensure that minimum inconvenience is caused by the application of administrative and control requirements.</li> <li>(f) The Authority will foster and promote the exchange of information amongst operators, airports and relevant facilitation and security agencies operating at the airports.</li> </ul> <p>Note 1 Queries in relation to the under listed agencies will be directed as stated below:</p> <ul style="list-style-type: none"> <li>a. Border control – the Nigeria Immigration Services (NIS)</li> <li>b. Public Health – Nigeria Port Health</li> <li>c. customs – Nigeria Customs Service (NCS) and</li> <li>d. Narcotics – National Drug Law Enforcement Agency (NDLEA).</li> </ul> <p>Note 2 Any other queries may be directed to relevant facilitation agencies at the airport</p>			
<p><b>18.9. 2</b></p>	<p><b>Approval for entry and departure of aircraft</b></p>			
<p>18.9.2.1</p>	<p>This subpart shall apply to the approval for entry and departure of aircraft for non-schedule operations.</p> <ul style="list-style-type: none"> <li>(a) No airport operator shall prevent any aircraft from landing at any international airport for public health reason(s) unless such action is taken in accordance with the International Health Regulations (IHR) 2005 of World Health Organization (WHO).</li> </ul>			



# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(b) Visas are not required and fees shall not be charged for documentation for any aircraft entering or departing the country except the fees specified by the National laws.</li> <li>(c) Documents for entry and departure of aircraft shall be made in English.</li> <li>(d) Applications for grant of flight approval shall be made in paper or electronic form in the format prescribed by the Authority from time to time.</li> <li>(e) Airlines forwarding their Passenger Manifests to security agencies or other facilitation agencies shall ensure that such manifests are as presented in the format prescribed by the Authority from time to time</li> <li>(f) Airlines forwarding their Cargo Manifests and Air Waybills to security agencies or other facilitation agencies shall ensure that such manifests and Air Waybills are as prescribed by the Authority.</li> <li>(g) Requests for flight approval shall not be made through diplomatic channels except the flight is diplomatic in nature.</li> <li>(h) All requests for flight approval shall contain details as specified by the Authority from time to time.</li> <li>(i) The Authority will collaborate with all facilitation and security agencies at the airports to put in place appropriate measures for the efficient approval of aircraft arriving into and departing from all international airports in Nigeria without compromising security.</li> <li>(j) The Authority will request for supporting documents in respect of application for flight approval as specified by the Authority from time to time.</li> <li>(k) The Authority will notify all security agencies at the airports of all requests for flight approval for non-scheduled operations received by the Authority prior to arrival of aircraft.</li> <li>(l) The Authority will establish procedures for processing flight approval and shall specify date of arrival and date of departure of flight, and points of entry and departure.</li> <li>(m) The Authority will collaborate with security agencies to ensure that departure/arrival formalities for aircraft processing are completed within 60 minutes.</li> </ul>			
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# STATEMENT OF COMPLIANCE

	(n) The Authority will ensure that aircraft operators include safety performance of ground handling service providers in the choice of how and by whom their ground handling operations should be carried out in accordance with Part12.5.3.4			
<b>18.9.3</b>	<b>Clearance for entry and departure of persons</b>			
18.9.3.1.	<p>This subpart shall apply to the expeditious clearance of persons entering into and departing from all airports in Nigeria.</p> <ul style="list-style-type: none"> <li>(a) All airlines and aircraft operators shall ensure that passengers are in possession of documents as specified by Nigeria Immigration Service before embarkation</li> <li>(b) The Authority will collaborate with all facilitation and security agencies at the airports to put in place appropriate measures for the efficient clearance of passengers and crew arriving and departing from all international airports in Nigeria without compromising security.</li> <li>(c) No document other than those specified by the Nigerian Immigration Service shall be required for the entry into and departure from all international airports in Nigeria.</li> <li>(d) Nigerian passengers travelling out of or into the country shall continue to carry machine readable passports in accordance with Nigeria Immigration Act</li> <li>(e) The Authority will continue to collaborate with all facilitation and security agencies at the airport to ensure that passengers are processed for departure within 60 minutes and arrival within 45 minutes.</li> <li>(f) All airport operators shall collaborate with relevant facilitation and security agencies to adopt dual passenger flow channel system based on risk management to process inbound passengers and their baggage.</li> <li>(g) Aircraft operators shall establish a program for the handling of unaccompanied minors travelling under their supervision subject to the requirements in <a href="#">IS:18.9.3.1(g)</a>.</li> </ul>			
<b>18.9.4</b>	<b>Clearance for entry and departure of cargo</b>			



# STATEMENT OF COMPLIANCE

18.9.4.1.	<p>This subpart shall apply to the expeditious clearance of cargo and other articles entering into and departing from all airports in Nigeria.</p> <ul style="list-style-type: none"> <li>(a) All airport operators shall put in place modern screening techniques to facilitate the physical examination for goods to be imported or exported.</li> <li>(b) The Authority will collaborate with all facilitation and security agencies at the airports to put in place appropriate measures for the efficient clearance of cargo and other articles arriving into and departing from all international airports in Nigeria without compromising security.</li> <li>(c) The production and presentation of cargo manifests and air waybills in manual or electronic form shall be the responsibility of the aircraft operator or its authorized agent.</li> <li>(d) All cargo owners shall provide other required documents for clearance of goods as required by the Nigeria Customs Service</li> </ul>			
<b>18.9.5</b>	<b>Facilities and services for traffic at international airports</b>			
18.9.5.1	<p>All airport operators shall ensure the provision of facilities and services at all international airports for efficient and effective processing of passengers, crew, baggage, cargo, mail and aircraft.</p> <ul style="list-style-type: none"> <li>(a) All airport operators shall provide adequate facilities for the efficient embarkation and disembarkation of passengers, cargo and mail at all airports in Nigeria.</li> <li>(b) All airport operators in Nigeria shall provide signage in accordance with guidance contained in the ICAO Doc 9636 (International Signs to Provide Guidance to Persons at Airports and Marine Terminals).</li> <li>(c) All airport operators shall maintain flight information systems at the airports in accordance with Doc 9249 (Dynamic Flight-Related Public Information Displays).</li> <li>(d) All airport operators shall provide adequate flow channels for expeditious clearance of inbound and outbound passengers, crew and baggage.</li> </ul>			



# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(e) All airport operators in Nigeria shall ensure the availability of assistance to passengers in the carriage of their baggage from baggage claim areas to surface transportation areas.</li> <li>(f) All airport operators shall provide facilities where unclaimed, unidentified and mishandled baggage is kept securely until cleared, forwarded, claimed or disposed of in accordance with the extant regulations.</li> <li>(g) All airport operators shall provide facilities for the operations of public health including Human, animal and plant quarantine at all international airports in Nigeria.</li> <li>(h) All aircraft operators operating scheduled services in to and out of Nigeria shall make available their approved schedules to airport operators to enable them make available adequate facilities for efficient operations.</li> <li>(i) All airport operators may not directly collect passenger service charge or any other charge or tax from passengers.</li> <li>(j) Aerodrome and aircraft operators shall put in place automated facilities for passenger and cargo processing as well as the collection of checked baggage.</li> <li>(k) Airport operators shall provide car parking facilities for long and short-term usage by passengers, visitors, crew and staff at international airports.</li> </ul>			
<b>18.10</b>	<b>Nigeria National Facilitation Programme</b>			
18.10.1	Applicability			
18.10.1.1	<p>This subpart shall apply to the establishment of the National Facilitation Programme</p> <ul style="list-style-type: none"> <li>(a) There is establish 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 Nigeria National Facilitation Programme is as specified in the Nigeria National Facilitation Programme <i>Manual</i></li> <li>(b) The Nigeria National Facilitation Committee shall be headed by the Director General of Civil Aviation</li> </ul>			



# STATEMENT OF COMPLIANCE

	(c) The composition, terms of reference and mode of operations of the Nigeria National Facilitation Committee shall be as specified in <a href="#">IS:18.10.1.1</a>			
<b>18.10.2</b>	<b>Airport Facilitation Programme</b>			
18.10.2.1	Airport operator shall establish an Airport Facilitation Committee.			
18.10.2.2	The composition, terms of reference and mode of operations of the Airport Facilitation Committee shall be as specified in <a href="#">IS:18.10.2.2</a>			
<b>18.10.3</b>	<b>Airport Slot Allocation Committee</b>			
18.10.3.1	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.			
18.10.3.2	The composition, terms of reference and mode of operation of the Slot Allocation Committee shall be as specified <a href="#">IS:18.10.3.1</a> and <a href="#">IS:18.10.3.2</a> of these Regulations.			
<b>18.11</b>	<b>Airport Health Regulations</b>			
18.11.1	Applicability			
18.11.1.1	<p>No airport operator shall prevent any aircraft from landing at any international airport for public health reason(s) unless such action is taken in accordance with the International Health Regulations (2005) of World Health Organization (WHO).</p> <p>(a) In cases where, in exceptional circumstances, air transport service suspensions on public health grounds are under consideration, the World Health Organization and the Federal Ministry of Health (FMOH) shall first be consulted by the Authority before taking any decision as to the suspension of air transport services.</p>			



# STATEMENT OF COMPLIANCE

	<p>(b) Aerodrome operators shall provide facilities for the operations of public health including Human, animal and plant quarantine at all international airports in Nigeria.</p> <p>(c) If, in response to a specific public health risk or a public health emergency of international concern, the Authority is considering introduction of health measures in addition to those recommended by WHO, it shall do so in accordance with the International Health Regulations (2005), including but not limited to Article 43, which states, in part, that when determining whether to implement the additional health measures, relevant Parties shall base their determinations upon:</p> <p>(a) scientific principles; (b) available scientific evidence of a risk to human health, or where such evidence is insufficient, the available information including from WHO and other relevant intergovernmental organizations and international bodies; and (c) any available specific guidance or advice from WHO.</p> <p>(d) A General Declaration when required, the information requirements shall be limited to the elements indicated in <a href="#">I.S 18.11.1.1(d)</a> The information shall be accepted in either electronic or paper form.</p> <p>(e) The Authority will not normally require the presentation of a Passenger Manifest. On those occasions when a Passenger Manifest is required, the information requirements shall be limited to the elements indicated in <a href="#">I.S.18.11.1.1(e)</a> The information shall be accepted in either electronic or paper form.</p>			
<p><b>18.11.2</b></p>	<p><b>Disinsection of Aircraft</b></p>			
<p>18.11.2.1</p>	<p>The Authority will limit any routine requirement for the disinsection of aircraft cabins and flight decks with an aerosol while passengers and crews are on board, to same-aircraft operations originating in, or operating via, territories that they consider to pose a threat to their public health, agriculture or environment.</p> <p>(a) The Authority will periodically review the requirements for the Disinsection of aircraft and shall modify them, as appropriate, in the light of all available evidence relating to the transmission of insects to Nigeria via aircraft.</p>			





# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(b) The Authority will authorize or accept only those methods, whether chemical or non-chemical, and/or insecticides, which are recommended by the World Health Organization and are considered efficacious.</li> <li>(c) The Authority will ensure that procedures for disinsection are not injurious to the health of passengers and crew and cause the minimum of discomfort to them.</li> <li>(d) The Authority will upon request, provide to aircraft operators appropriate information, in plain language, for air crew and passengers, explaining the pertinent national regulation, the reasons for the requirement, and the safety of properly performed aircraft disinsection.</li> <li>(e) When disinsection has been performed in accordance with procedures recommended by the World Health Organization, the Authority will accept a pertinent certification on the General Declaration as provided for in I.S.18.11.1.1(d)(i) or, in the case of residual disinsection, the Certificate of Residual Disinsection set forth in I.S. 18.11.1.1(d)(ii).</li> <li>(f) When disinsection has been properly performed pursuant to (b) and a certificate as indicated in (e) is presented or made available to the public authorities in the country of arrival, the authorities shall normally accept that certificate and permit passengers and crew to disembark immediately from the aircraft.</li> <li>(g) The Authority will ensure that any insecticide or any other substance used for disinsection does not have a deleterious effect on the structure of the aircraft or its operating equipment. Flammable chemical compounds or solutions likely to damage aircraft structure, such as by corrosion, shall not be employed.</li> </ul>			
<p><b>18.11.3</b></p>	<p><b>Disinfection of Aircraft</b></p>			
<p>18.11.3.1</p>	<p>The Authority will determine the conditions under which aircraft are disinfected. When aircraft disinfection is required, the following provisions shall apply:</p> <ul style="list-style-type: none"> <li>(a) the application shall be limited solely to the container or to the compartment of the aircraft in which the traffic was carried;</li> </ul>			



# STATEMENT OF COMPLIANCE

	<p>(b) the disinfection shall be undertaken by procedures that are in accordance with the aircraft manufacturer and any advice from WHO;</p> <p>(c) the contaminated areas shall be disinfected with compounds possessing suitable germicidal properties appropriate to the suspected infectious agent;</p> <p>(d) the disinfection shall be carried out expeditiously by cleaners wearing suitable personal protective equipment; and</p> <p>(e) flammable chemical compounds, solutions or their residues likely to damage aircraft structure, or its systems, such as by corrosion, or chemicals likely to damage the health of passengers or crew, shall not be employed.</p> <p><i>Note — When aircraft disinfection is required for animal health reasons, only those methods and disinfectants recommended by the International Office of Epizootics should be used.</i></p>			
18.11.3.2	The Authority will ensure that where there is contamination of surfaces or equipment of the aircraft by any bodily fluids including excreta, the contaminated areas and used equipment or tools shall be disinfected			
<b>18.11.4</b>	<b>International Certificates of Vaccination or Prophylaxis</b>			
18.11.4.1	In cases where proof of vaccination or prophylaxis is required by national authorities under the International Health Regulations (2005), the Authority will accept the International Certificate of Vaccination or Prophylaxis prescribed by the World Health Organisation in the IHR (2005).			
<b>18.11.5</b>	<b>Facilities required for implementation of Public Health, Emergency Medical Relief, and Animal and Plant Quarantine Measures</b>			
18.11.5.1	<p>This subpart shall apply to facilities required for implementation of public health, emergency medical relief, and animal and plant quarantine measures</p> <p>(a) The Authority, in cooperation with airport operators, will ensure the maintenance of public health, including human, animal and plant quarantine at international airports.</p>			



# STATEMENT OF COMPLIANCE

	<p>(b) The Authority will ensure that there are, at or near all their major international airports, facilities and services for vaccination or revaccination, and for the delivery of the corresponding certificates.</p> <p>(c) International airports should have available access to appropriate facilities for administration of public health and animal and plant quarantine measures applicable to aircraft, crew, passengers, baggage, cargo, mail and stores.</p> <p>(d) The Airport Operator shall ensure that passengers and crew in transit can remain in premises free from any danger of infection and insect vectors of diseases and, when necessary, facilities should be provided for the transfer of passengers and crew to another terminal or airport nearby without exposure to any health hazard. Similar arrangements and facilities shall also be made available in respect of animals.</p> <p>(e) The Authority will ensure that handling and distribution procedures for consumable products (i.e. food, drink and water supplies) on board aircraft or in the airport are in compliance with the International Health Regulations (2005) and relevant guidelines of the World Health Organization, the Food and Agriculture Organization and national airport regulations.</p> <p>(f) The Authority in cooperation with airport and aircraft operators, shall ensure that a safe, sanitary and efficient system is instituted, at international airports, for the removal and disposal of all waste, waste water and other matters dangerous to the health of persons, animals or plants, in compliance with the International Health Regulations (2005) and relevant guidelines of the World Health Organization, the Food and Agriculture Organization and national airport regulations.</p> <p>(g) The Authority, in cooperation with airport operators, shall ensure that international airports maintain facilities and services for first-aid attendance on site, and that appropriate arrangements are available for expeditious referral of the occasional more serious case to prearranged competent medical attention.</p> <p><i>Note. — The World Health Organization shall be consulted on all issues concerning passenger health.</i></p>			
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# STATEMENT OF COMPLIANCE

18.11.6	<b>Implementation of International Health Regulations and Related Provisions</b>			
18.11.6.1	<p>This subpart shall apply to implementation of international health regulations and related provisions</p> <ul style="list-style-type: none"> <li>(a) The Authority will comply with the pertinent provisions of the International Health Regulations (2005) of the World Health Organization.</li> <li>(b) The Authority will take all possible measures to have vaccinators use the Model International Certificate of Vaccination or Prophylaxis, in accordance with Article 36 and Annex 6 of the International Health Regulations (2005), in order to assure uniform acceptance.</li> <li>(c) The Authority shall make arrangements to enable all aircraft operators and agencies concerned to make available to passengers, sufficiently in advance of departure, information concerning the vaccination requirements of the countries of destination, as well as the Model International Certificate of Vaccination or Prophylaxis conforming to Article 36 and Annex 6 of the International Health Regulations (2005).</li> <li>(d) The pilot-in-command of an aircraft shall ensure that a suspected communicable disease is reported promptly to air traffic control, in order to facilitate provision for the presence of any special medical personnel and equipment necessary for the management of public health risks on arrival.</li> </ul> <p>Note 1.— A communicable disease could be suspected and require further evaluation if a person has a fever (temperature 38°C/100°F or greater) that is associated with certain signs or symptoms: e.g. appearing obviously unwell; persistent coughing; impaired breathing; persistent diarrhoea; persistent vomiting; skin rash; bruising or bleeding without previous injury; or, confusion of recent onset.</p> <p>Note 2.— In the event of a case of suspected communicable disease on board an aircraft, the pilot-in-command may need to follow his operator's protocols and procedures, in addition to health-related legal</p>			



# STATEMENT OF COMPLIANCE

	<p>requirements of the countries of departure and/or destination. The latter would normally be found in the Aeronautical Information Publications (AIPs).</p> <p><i>Note 3.— Annex 6 — Operation of Aircraft describes the “on board” medical supplies that are required to be carried on aircraft. The Procedures for Air Navigation Services — Air Traffic Management (Doc 4444) (PANS-ATM) detail the procedures to be followed by the pilot-in-command in communication with air traffic control.</i></p> <p>(e) When a public health threat has been identified, and when the public health authorities require information concerning passengers’ and/or crews’ travel itineraries or contact information for the purposes of tracing persons who may have been exposed to a communicable disease, that Contracting State should accept the “Public Health Passenger Locator Card” see I.S. 18.8.4 as the sole document for this purpose.</p> <p><i>Note.— The Federal Ministry of Health through the Port Health Authorities shall make available adequate stocks of the Passenger Locator Card, for use at international airports and for distribution to aircraft operators, for completion by passengers and crew.</i></p>			
<b>18.11.7</b>	<b>Communicable Disease Outbreak National Aviation Plan</b>			
18.11.7.1	<p>This subpart shall apply to the preparation for communicable disease outbreak national aviation plan</p> <p>(a) The Authority will establish a national aviation plan in preparation for an outbreak of a communicable disease posing a public health risk or public health emergency of international concern.</p>			
<b>18.12</b>	<b>Allied Aviation Services</b>			
18.12.1	Registration of Allied Aviation Business.			
18.12.1.1	This section shall apply to the registration of allied aviation businesses.			





# STATEMENT OF COMPLIANCE

18.12.1.2	No person may undertake the following businesses without a certificate of registration or licence issued by the Authority in line with the requirements specified in <a href="#">IS:18.12.1.2</a> (a) Ground Handling; (b) Agent of Foreign Airlines; (c) Travel Agency; (d) Cargo Agency and Air Freight Forwarding; (e) In-flight Catering Services; (f) Aviation Fuel Supplier; (g) Air Transport Training Institutions; (h) Aircraft Sale or Leasing; and (i) Fixed Business Operator (FB O); and (j) Other Aviation Related Services.			
18.12.1.3	Allied aviation services providers shall be: (a) citizen of Nigeria or; (b) a body corporate, registered in Nigeria and having its principal place of business within Nigeria, with majority shareholding held by Nigerians; (c) Show proof of adequate resources for the discharge of actual and potential obligations.			
18.12.1.4	No aerodrome operator may discriminate against any airline and allied aviation service provider in the provision of services or facilities.			
18.12.1.5	No applicant may restrict access to office premises, warehouse and documents required for issuance of certificate of registration or licence to the Authority.			
18.12.1.6	All Allied Service Providers shall submit to the Authority the financial obligations of airlines to them on a monthly basis.			
<b>18.13</b>	<b>Airline Financial Health</b>			
18.13.1.1	This section shall apply to the continuous monitoring of the operations of Nigerian licensed airlines for the purpose of ensuring their financial capability to continue to conduct and sustain flight operations. (a) Airlines shall ensure proper, transparent and prudent financial management in the conduct of their operations.			



# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(b) Airlines shall submit on quarterly basis all financial data and records on their operations in the form and manner as may be prescribed by the Authority.</li> <li>(c) Airlines shall submit their annual audited Financial Statements and Management Report to the Authority as specified in <a href="#">IS:18.13.1.1</a>.</li> <li>(d) The Authority upon receipt of the airline's representation (documents) will review same and communicate its decision to the airline.</li> </ul>			
<b>18.14</b>	<b>Aviation Insurance.</b>			
18.14.1.1	<p>This section prescribes the type of insurance cover to be maintained by all aviation service providers.</p> <ul style="list-style-type: none"> <li>(a) No person may operate any aircraft in public air transport category without adequate and valid insurance.</li> <li>(b) Aerodrome, air navigation, meteorology services, ground handling and other allied aviation service providers shall not operate without maintaining adequate and valid insurance.</li> <li>(c) Any person having a duty to maintain adequate insurance shall submit to the Authority copies of valid insurance certificates, evidence of payment of premium and policy documents as specified in <a href="#">IS:18.14.1.1</a></li> <li>(d) All airlines, aerodrome operators, air navigation, meteorology services, ground handling services and other allied service providers shall ensure payment of premium as and when due and submit evidence of payment to the Authority.</li> <li>(e) Airlines shall include in their tickets a statement to affect 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 Civil Aviation Act and this Regulations</li> <li>(f) The minimum third-party liability insurance limit for aircraft engaged in commercial operations in Nigeria shall be in relation to the Maximum Take-Off Weight (MTOW) of an aircraft as indicated in the table below:</li> <li>(g) 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 capacity.</li> </ul>			



# STATEMENT OF COMPLIANCE

	<p>(h) 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 Civil Aviation Act.</p> <p>(i) The minimum insurable cover for aerodromes, air navigation, meteorology services, ground handling and other allied aviation services shall be prescribed by the Authority. The insurable sum shall cover the following areas:</p> <ol style="list-style-type: none"> <li>(1) Airside and landside;</li> <li>(2) Bodily injury;</li> <li>(3) Property damage;</li> <li>(4) Hijacks and Hostage-taking; and</li> <li>(5) War Risks.</li> </ol> <p>(j) Operators of the following aviation services shall maintain minimum insurance cover for their operations as prescribed by the Authority.</p> <ol style="list-style-type: none"> <li>(1) Aerodrome</li> <li>(2) Air Navigation Services</li> <li>(3) Aeronautical Meteorology</li> <li>(4) Aviation Fuel Supplier</li> <li>(5) Ground Handling and other allied services</li> </ol>			
<p><b>18.15</b></p>	<p><b>Civil Aviation Fees</b></p>			
<p>18.15.1.1</p>	<p>This section shall apply to the collection and remittance of all sales charges and sundry charges as may be specified by the Authority.</p> <ol style="list-style-type: none"> <li>(a) There shall continue to be a 5% air ticket, contract, charter, and cargo sales charge paid to the Authority;</li> <li>(b) There shall be a 5% of airfare, contract, charter and cargo sales charge payable to the Authority which will apply on all international and domestic air transportation originating in Nigeria irrespective of place of sale, issuance of air ticket or execution of the contract of carriage as specified in <a href="#">IS:18.15.1.1</a></li> <li>(c) All domestic and international airlines operating in Nigeria shall forward to the Authority through an electronic platform provided by the Authority, all relevant documents such as flown coupons, passenger or cargo manifests, air waybills, load sheets, clients'</li> </ol>			



# STATEMENT OF COMPLIANCE

	<p>service invoices and other documents necessary for accurate billing within forty-eight (48) hours after each flight.</p> <p>(d) The 5% of airfare, contract, charter and cargo sales charge shall be chargeable on the total amount, excluding statutory fees and taxes</p> <p><i>(1) paid by a passenger for an airfare;</i>  <i>(2) in a contract relating to carriage of persons or goods for hire and reward in the case of air transportation not involving the issuance of an air ticket;</i>  <i>(3) paid for a charter flight; and</i>  <i>(4) of the cargo sales.</i></p> <p>(e) Domestic airlines shall sign a Tripartite Direct Debit Agreement for the remittance of the 5% Ticket Sales Charge.</p> <p>(f) All domestic and international airlines operating in Nigeria shall forward to the Authority through an electronic platform provided by the Authority, all relevant documents such as flown coupons, passenger or cargo manifests, air waybills, load sheets, clients' service invoices and other documents necessary for accurate billing within forty-eight (48) hours after each flight.</p> <p>(g) All foreign cargo operators shall submit cargo manifests and continue to remit royalty in a manner prescribed by the Authority before flight approval.</p> <p>(h) Charter operators shall submit clients' service invoices (CSIs) on hourly or fixed sum contract at on or before commencement of operation for invoicing and payment of Charter Sales Charge (CSC) to the Authority.</p> <p>(i) Sales charges and royalties shall be remitted in the currency in which they are being charged.</p> <p>(j) Disputes arising from bills raised by the Authority shall be resolved through a Reconciliation Committee, comprising the Authority and the disputing airline.</p>			
18.16	<b>Air Transport Statistics.</b>			



# STATEMENT OF COMPLIANCE

18.16.1.1	This section shall apply to the collation, submission and analysis of statistical data on domestic and international airline operations. (a) All airlines, air navigation service providers, aerodrome operators and other service providers shall submit to the Authority statistical data of their operations in the format of <a href="#">IS:18.16.1.1</a> or in the form and manner as may be prescribed by the Authority.			
<b>18.17</b>	<b>Fares and Tariff</b>			
<b>8.17.1</b>	<b>This section shall apply to filing of Fares and Tariffs</b>			
18.17.1.1	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: (a) file with the Authority a tariff annually and/or any fare adjustment 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 <a href="#">IS:18.17.1.1</a> (b) 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 (c) 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.			
18.17.1.2	All tariffs required to be filed in pursuance of <a href="#">IS:18.17.1.1</a> shall be done at least fourteen (14) 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.			
18.17.1.3	All fares may be available for sale and carriage as long as they are not disallowed or suspended in accordance with section 18.17.1.2 of these regulations			





# STATEMENT OF COMPLIANCE

18.17.1.4	<p>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:</p> <p>(a) take the corrective measures it considers appropriate; and</p> <p>(b) 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.</p>			
18.17.1.5	<p>The following shall apply to changes in tariff:</p> <p>(a) Except where a tariff 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 18.17.1.2</p> <p>(b) Every tariff may bear an expiry date.</p> <p>(c) Any amendment to the expiry date of a tariff after the date of its publication shall be made in accordance with this Regulation.</p>			
<b>18.17.2</b>	<b>Disallowance or Suspension of Fares</b>			
18.17.2.1	<p>Subject to the provisions of these regulations, the Director General of Civil Aviation may decide, at any time:</p> <p>(a) 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</p> <p>(b) 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.</p>			
18.17.2.2	<p>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:</p>			



# STATEMENT OF COMPLIANCE

	<p>(a) a decision taken pursuant to this Regulation shall be notified with reasons to the relevant authorities of the foreign state involved as well as to the affected air carriers.</p> <p>(b) 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 of Civil Aviation 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.</p> <p>(c) in the case of disagreement, the Director General of Civil Aviation may advise the Minister to consult the relevant authority of the foreign state involved to review the situation.</p>			
18.17.2.3	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.			
18.17.2.4	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.			
<b>18.17.3</b>	<b>Approval of Add-on Charges.</b>			
18.17.3.1	In requesting for approval of any add-on charge, an air carrier is required to provide a justifiable basis for the charge with a consideration of all relevant factors including a near linear rationalization for the specific aggregated costs sought to be recovered and consumer interest.			
<b>18.17.4</b>	<b>Publication and Display of Tariffs.</b>			
18.17.4.1	Every air carrier shall: <p>(a) display in a prominent place at the business offices of the air carrier a sign indicating that the tariffs for the domestic service</p>			



# STATEMENT OF COMPLIANCE

	<p>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;</p> <p>(b) 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;</p> <p>(c) 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</p> <p>(d) retain a record of its tariffs for a period of not less than six years after the tariffs have ceased to have effect.</p>			
18.17.4.2	A tariff referred to in <a href="#">IS:18.17.1.1</a> shall include such other information as the Authority may by order prescribe from time to time.			
18.17.4.3	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 <a href="#">IS:18.17.1.1</a> and is in effect.			
18.17.4.4	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.			
18.17.4.5	<p>If, on complaint in writing to the Authority by any person, the Authority finds that, contrary to <a href="#">IS:18.17.1.1</a> 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 :</p> <p>(a) apply a fare, rate, charge, surcharge or term or condition of carriage that is set out in its tariffs;</p> <p>(b) 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</p> <p>(c) take any other appropriate corrective measures.</p>			



# STATEMENT OF COMPLIANCE

<b>18.17.5</b>	<b>Filing through an Agent.</b>			
18.17.5.1	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.			
18.17.5.2	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.			
<b>18.17.6</b>	<b>Unfair Methods of Competition and Anti- competitive Practices.</b>			
18.17.6.1	This section shall apply to unfair methods of competition and anti - competitive practices.			
18.17.6.2	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.			
18.17.6.3	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— (a) directly or indirectly fix a charge, fee, rate, fare and tariff or any other trading condition; (b) divide markets by allocating customers, passengers, suppliers, slots, territories or specific types of products or services; (c) involve collusive action; (d) limit or control development or investment in capacity, slots, and any other market or operational factor; (e) apply dissimilar conditions to equivalent transaction with other service			



# STATEMENT OF COMPLIANCE

	providers thereby placing the other party at a competitive disadvantage; and (f) 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.			
18.17.6.4	Any contract, arrangement, or understanding which is prohibited under section 18.17.6.2 of these regulations are prohibited and void.			
18.17.6.5	The provisions of section 18.17.6.4 shall not apply to any agreement or category of agreements the entry into which is authorised by the Authority after being satisfied that it: (a) 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; (b) 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 (c) 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.			
<b>18.17.7</b>	<b>Restrictive and Concerted Practices</b>			
18.17.7.1	An agreement to engage in a restrictive practice is presumed to exist between two or more parties where: (a) 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 (b) any combination of the parties are engaged in that restrictive practice			
18.17.7.2	Notwithstanding 18.17.7.1, the practices identified in 18.17.7.3 - 18.17.7.4 shall be deemed to be restrictive practices which constitute unfair methods of competition, and anti-competitive in nature and are hereby prohibited			





# STATEMENT OF COMPLIANCE

18.17.7.3	<p>Airlines shall not engage in the following restrictive practices:</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) 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;</li> <li>(c) restraining passengers or customers from selecting carriers freely with a view to excluding other airlines or service providers;</li> <li>(d) 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.</li> </ul>			
18.17.7.4	<p>Airport or air navigation service providers shall not engage in the following restrictive practices:</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) taking exclusive or discriminatory actions against an airline who has no agreement for ground handling with it;</li> <li>(c) setting chargeable items and standards; without authorization from the Authority;</li> <li>(d) 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;</li> <li>(e) intentionally raising or reducing the bid price in collusion with the bidder in a public bidding for airport services or operation of commercial facilities.</li> </ul>			
18.17.7.5	<p>Agents and tour operators shall not engage in the following restrictive practices:</p>			



# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) 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</li> <li>(c) 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.</li> </ul>			
18.17.7.6	All decisions and concerted practices by airlines, service providers, or operators or associations that prevent, restrict or distort competition are prohibited under these Regulations.			
<b>18.18</b>	<b>Exemptions of Certain Agreements.</b>			
18.18.1.1	<p>Nothing in this section shall prohibit—</p> <ul style="list-style-type: none"> <li>(a) a contract or an arrangement where the only parties are or will be wholly owned subsidiary and holding companies;</li> <li>(b) 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 ;</li> <li>(c) 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;</li> <li>(d) 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 ;</li> <li>(e) any act done otherwise than in trade, in concert by passengers, consumers of products and services against the suppliers of those products and services;</li> <li>(f) 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;</li> </ul>			



# STATEMENT OF COMPLIANCE

	(g) 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.			
<b>18.19</b>	<b>Abuse of dominant position or market power.</b>			
18.19.1.1	<p>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:</p> <ul style="list-style-type: none"> <li>(a) it or they has or have a share of more than twenty five <i>percent</i> (25%) of the relevant market; or</li> <li>(b) it or they has or have the ability to control prices or to exclude competition; or</li> <li>(c) it or they behave to an appreciable extent independently of its or their competitors, customers, or passengers.</li> </ul>			
18.19.1.2	<p>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:</p> <ul style="list-style-type: none"> <li>(a) restriction of the entry of any other operator into that or any other market;</li> <li>(b) preventing or deterring any operator from engaging in competitive conduct in the relevant route or market;</li> <li>(c) eliminating or removing any operator from the relevant route or market;</li> <li>(d) 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 ;</li> <li>(e) limiting the provision of services to the prejudice of consumers;</li> <li>(f) operating capacity on a route or routes at fares that do not cover the avoidable cost of providing the service;</li> <li>(g) increasing capacity on a route or routes at fares that do not cover the avoidable cost of providing the service;</li> </ul>			



# STATEMENT OF COMPLIANCE

	<ul style="list-style-type: none"> <li>(h) pre-empting aerodrome facilities or services that are required by another air carrier for the operation of its business, with the object of withholding the aerodrome facilities or services from a market;</li> <li>(i) 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;</li> <li>(j) 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 ;</li> <li>(k) 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.</li> <li>(l) 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;</li> <li>(m) 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.</li> </ul>			
18.19.1.3	<p>An airline, service provider or operator shall not be treated as abusing a dominant position:</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) if the effect or likely effect of its behaviour in the market is the result of its superior competitive performance;</li> <li>(c) if it seeks to enforce any right under or existing by virtue of any copy right, patent, registered design or trade mark.</li> <li>(d) 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 (b), if the Authority is satisfied that the</li> </ul>			



# STATEMENT OF COMPLIANCE

	<p>exercise of those rights has the effect of unreasonably lessening competition in the relevant market.</p> <p>(e) Any conduct on the part of one or more operators which amounts to the abuse of a dominant position in a market is prohibited.</p>			
<b>18.20</b>	<b>Notification</b>			
18.20.1.1	<p>Mergers, Acquisition, Combinations and Joint Ventures. 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:</p> <p>(a) At least one of the company is established within Nigeria;</p> <p>(b) 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;</p> <p>(d) 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.</p>			
18.20.1.2	<p>No company in the cases under 18.20.1.1 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 18.20.1.3.</p>			
18.20.1.3	<p>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 authorised to act on their behalf.</p>			
18.20.1.4	<p>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.</p>			





# STATEMENT OF COMPLIANCE

18.20.1.5	Notification shall be made to the Authority where any agreement, arrangement or situation notified under the provisions of the Civil Aviation Act or the 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.			
<b>18.21</b>	<b>Prohibition</b>			
18.21.1.1	Mergers, take-overs, 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.			
<b>18.22</b>	<b>Investigation</b>			
18.22.1.1	Upon the receipt of a notification, the Authority shall: (a) conduct an investigation ; (b) request for relevant documents ; (c) hold a hearing and obtain testimonies from the parties, if necessary.			
18.22.1.2	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.			
18.22.1.3	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.			



# STATEMENT OF COMPLIANCE

18.22.1.4	Penalties for Civil Violations, Offences and Penalties in Respect of Agreements etc. in Restraint of Trade. If the Authority determines that any person has violated the provisions of this Part, the Authority may: (a) impose such civil penalties or fines in the manner prescribed by the sanctions regime contained in sanctions regime. (b) prescribe the payment of compensation to any person adversely affected by the violation ; (c) direct the violator to take any other appropriate corrective measures.			
18.22.1.5	Any person who makes or enters into any contract or engages in any arrangement, conspiracy or practice declared unlawful under 18.22.1.2 or 18.22.1.3 of these Regulations shall be guilty of an offence and shall be fined in accordance with Implementing Standards Nig.CARs <a href="#">Part 19</a> Provisions or a fine of at least two times the amount of profit the person would have made.			
<b>18.23</b>	<b>Leniency, Concessions, Immunity Programmes and Rules. Grant of Leniency, Concessions and Immunity</b>			
18.23.1.1	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.			
18.23.1.2	Upon the application of a person, the Authority may proceed under any of the following programmes : (a) <i>Leniency</i> : 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 (b) <i>Co-operation</i> : 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. (c) <i>Immunity</i> : The Authority may grant immunity in appropriate cases as provided under 18.23.1.5			



# STATEMENT OF COMPLIANCE

18.23.1.3	Where a person enables the Authority to detect and or prove the existence of anti-competitive conduct, he may be granted conditional leniency.			
18.23.1.4	The Authority may apply reduced penalties to provide incentives for full cooperation that facilitates the Authority's quick and effective investigation with fewer resources.			
18.23.1.5	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.			
18.23.1.6	Subject to the requirements set out in 18.24, if a violation constitutes criminal offence, the Authority may recommend that immunity be granted to a party in the following situations: (a) the Authority is unaware of the offence, and the party is the first to disclose it; Or (b) 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.			
<b>18.24</b>	<b>Requirements for Qualification.</b>			
18.24.1.1	The following are the relevant requirements to qualify for immunity: (a) The party must terminate its participation in the unlawful activity. (b) The party must not have coerced others to be party to the unlawful activity. (c) Where the party requesting immunity is the only party involved in the offence it will not be eligible for immunity.			
18.24.1.2	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: (a) 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			



# STATEMENT OF COMPLIANCE

	<p>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;</p> <p>(b) 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 ;</p> <p>(c) the party must provide full, complete, frank and truthful disclosure of all nonprivileged 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 ;</p> <p>(d) 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</p> <p>(e) 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.</p>			
18.24.1.3	Parties must co-operate with the Authority's investigation and any subsequent proceedings at their own expense.			



# STATEMENT OF COMPLIANCE

18.24.1.4	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.			
<b>18.25</b>	<b>The Process for Leniency, Concession or Immunity.</b>			
18.25.1.1	<p>This subpart shall apply to the process of leniency, concession or immunity</p> <ul style="list-style-type: none"> <li>(a) A person may initiate a request for leniency, concession or immunity by communicating with the Director General of the Civil Aviation to discuss the possibility of participating in a programme.</li> <li>(b) The request to the Authority to participate in the programme may be made by an applicant's legal representative.</li> <li>(c) 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.</li> <li>(d) 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.</li> <li>(e) If the Authority determines that the applicant has qualified to participate in the programme the authority <i>may</i> execute the relevant program agreement with the applicant.</li> <li>(f) After the party enters into an agreement with the Authority, full disclosure and cooperation with the investigation and any ensuing proceedings is essential.</li> <li>(g) Parties are required to voluntarily provide the Authority with all non-privileged information, evidence and records that in any manner relate to the anticompetitive conduct. Witnesses will be expected to attend interviews and may be called upon to testify in administrative or court proceedings. The full disclosure</li> </ul>			





# STATEMENT OF COMPLIANCE

	<p>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.</p> <p>(h) 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.</p> <p>(i) 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.</p>			
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