

THE SIERRA LEONE CIVIL AVIATION REGULATIONS



PART 20A - AIR TRANSPORT ECONOMIC REGULATIONS (AIRLINES OPERATIONS)

DECEMBER 2022

PREAMBLE

WHEREAS, The Director-General shall have power to perform such acts,-including the conduct of investigations, to issue and amend orders, rules, regulations and procedures pursuant to and in accordance with the Civil Aviation Act, 2019.

WHEREAS, the Director-General shall have power to publish all reports, orders, decisions, rules, and regulations issued under Civil Aviation Act, 2019 in such form and manner as may be best adapted for public information and use;

NOW THEREBY, The Director General under its powers given by Article 17(1) and 17(2)(a) of the Civil Aviation Act, 2019 issues the following regulation which supersede previous regulations on Air Transport Economic Regulations (Airlines Operations)”

1. SHORT TITLE

This regulation may be cited as Sierra Leone Civil Aviation Regulation “SLCAR Part 20-Air Transport Economic Regulations (Airlines Operations)”

2. EFFECTIVE DATE

This Regulation shall come into force as of the 21st day of December 2022.



Dr Moses Tiffa Bai
Director General

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1. GENERAL

1.1 Applicability

1.1.1 Pursuant to Part of the Civil Aviation Act, 2019, the Sierra Leone Civil Aviation Authority (SLCAA) [*hereinafter referred to as the Authority*] hereby makes the following Regulations:

1.1.2 These regulations shall apply to all persons who:

- (a) engage in air transport operations for hire and reward, or non-commercial private operations;
- (b) engage in the operation of aircraft, aerodromes, aero-meteorological services or air navigation services within Sierra Leone.
- (c) engage in allied aviation services, including ground handling services, catering, travel agency, cargo operations, fuel marketers, equipment leasing, agents of foreign airlines, and other related aviation services; and
- (d) engage in the conduct of air transport operation either from or to Sierra Leone by foreign carriers.

1.1.3 These Regulations shall be cited as the Sierra Leone Civil Aviation Air Transport Economic Regulations, 2022

1.2 Definitions

1.2.1 In this Regulation, unless the context requires otherwise:

- (a) “Act” means the Civil Aviation Act, 2019 or any subsequent amendments thereto.
- (b) “Aerial Work” means an aircraft operation in which an aircraft is used for
- (c) specialized services such as agriculture, construction, photography, surveying, observation and patrol, search & rescue, aerial advertisement, etc
- (d) “Aerodrome” means a defined area on land or water (including any
- (e) building, installations and equipment) intended to be used either wholly or in part for the arrival, departure, and surface movement of aircraft.
- (f) “Aerodrome operator” means the owner or provider of an aerodrome
- (g) that is certified for operation by the Authority.
- (h) “Aerodrome Control Service” means air traffic control service for aerodrome traffic.
- (i) “Aeronautical charges” means charges for aeronautical services levied in line with ICAO Policies and Principles.
- (j) “Agent of Foreign Airlines” means an individual or corporate body that is in the business of obtaining flight clearances, flight plans, and provides ground transportation, fuelling of aircraft and hotel accommodation on behalf of non-scheduled (*ad hoc*) airlines/aircraft operators.
- (k) “Aircraft” means any machine that can derive support in the atmosphere from reactions of the air other than reactions of the air against the earth surface.
- (l) “Air carrier” means an enterprise that engages in provision of transportation services by aircraft for remuneration or hire.
- (m) “Aircraft movement” means the number of arrivals and departures of aircraft into and out of an airport.

- (n) “*Air Freight Forwarders*” means any person or company who arranges the carriage or movement of air-freighted goods and associated formalities on behalf of an importer or exporter at the international boundary of cargo airports.
- (o) “*Airlines*” means any air transport enterprise offering or operating an international air service, and have entered bilateral air services agreement (BASA) with Sierra Leone to operate international flights.
- (p) “*Air service*” means any service performed by any aircraft for hire or reward
- (q) “*Air Transport Licensing Committee*” SLCAA Management responsible for considering and approving/disapproving of requests for Licences and Permits. The Committee is chaired by the Director General.
- (r) “*Air Navigation Services*” include air traffic management (ATM), communication, navigation and surveillance systems (CNS), meteorological services for air navigation (MET), search and rescue (SAR) and aeronautical information services (AIS). These services are provided to air traffic during all phases of operations (approach, aerodrome control and en route).
- (s) “*Air Navigation Services Provider*” An independent entity established for the purpose of operating and managing air navigation services and empowered to manage and use the revenues it generates to cover its costs.
- (t) “*Airport Phase Operations*” Any or all phases of aircraft operations involving approach, landing take off and/or departure.
- (u) “*Air Traffic Control Services*”. A service provided for the purpose of;
 - (1) preventing collisions;
 - (i) between aircrafts; and
 - (ii) on the maneuvering area between aircrafts and obstructions; and
 - (2) expediting and maintaining an orderly flow of air traffic.
- (v) “*Air Traffic Management (ATM)*” means the aggregation of the airborne functions and ground-based functions (air traffic services, air space management, and air traffic flow management) required to ensure the safe and efficient movement of aircraft during all phases of operations.
- (w) “*Air Traffic Service (ATS)*” means a generic term meaning variously, flight information service, alerting service, air traffic advising service, air traffic control service (area control service, approach control service or aerodrome control service).
- (x) “*Alerting Service*” means a service provided to notify appropriate organizations regarding aircrafts in need of search and rescue aid, and assist such organization as required.
- (y) “*Anti-competitive*” means an apparent intent or the probable effect of crippling, excluding or driving another airline or service provider from the market, with a behavior/practice which indicates an abuse of dominant position by an airline in the market.
- (z) “*Audited Financial Statement*” means a report on the financial position or operations of a company that has been certified by an independent auditor.

- (aa) “*Authority*” means the Sierra Leone Civil Aviation Authority.
- (bb) “*Aviation Consumer*”: means consumer of civil aviation services.
- (cc) “*Aviation fuel supplier*” means a person responsible for the supply and distribution of aviation fuel to the aircraft and reservoir in and within the airport area.
- (dd) “*Amortization*” means a gradual extinguishment of the cost of an asset by periodic (annual) charges to expenses, usually applicable to intangible assets.
- (ee) “*Approach Control Service*” means air traffic control service for arriving or departing control flights.
- (ff) “*Area Control Service*” means air traffic control service for controlled flights in control areas(en routes)
- (gg) “*Assessment*” means an initial evaluation of a complaint by the Authority to determine the appropriate means of redress.
- (hh) “*Asset*” means a resource from which future economic benefits are expected to flow to the entity that owns or controls it.
- (ii) “*Autonomous entity*” means an independent entity established for the purpose of operating and managing one or more airports and/or air navigation services, which is empowered to manage and use the revenues it generates to cover its costs.
- (jj) “*Baggage*” means personal property of passengers or crew carried on an aircraft by agreement with the operator.
- (kk) “*Balance Sheet*” means a statement of financial position indicating as of a specific date the assets owned by a company, the liabilities owed to others, and the accumulated investments of its owners.
- (ll) “*Bilateral Air Services Agreement*” means an air services agreement on air transportation subsisting between Sierra Leone and any other country.
- (mm) “*Cancellation*” means the non-operation of a flight which was previously planned and on which at least one seat was reserved.
- (nn) “*Capacity*” means the quantitative measure of air transport services offered or proposed to be offered by one or more air carriers in a city-pair or country-pair market or over a route. It may be expressed in aircraft size, number of seat or tonne available in an aircraft.
- (oo) “*Cargo*” which is equivalent to the term “goods”, means anything carried or to be carried in an aircraft or by means of surface transportation including, but not limited to, road or rail vehicles, except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill or Shipment Record.
- (pp) “*Cargo Agent*” means an individual or corporate body appointed by an airline to solicit and process air freight shipment.
- (qq) “*Charge*” means a levy that is designed and applied specifically to recover the cost providing facilities and services for civil aviation.

- (rr) “*Combined single limit*” means a liability policy commonly offering separate limits that apply to bodily injury claims and to claims for property damage expressed as a single sum coverage or as a limit per occurrence.
- (ss) “*Commercial Agreement*” means an Agreement between two designated airlines, wherein an airline of one of the contracting States, on application to the other State, is granted extra BASA rights to operate additional flights (more than those specified in the BASA) to the point(s) of entry into the conceding States.
- (tt) “*Commercialization*” An approach to management of facilities and services in which business principles are applied or emphasis is placed on development of commercial activities.
- (uu) “*Compensation*” means direct and or indirect monetary and non- monetary rewards given to passengers on board or employee on the basis of value of the personal contributions, and their performance in line with the set standards by the organization concerned.
- (vv) “*Concerted practice*” means a practice involving direct or indirect contacts between competitors falling short of an actual or formal agreement.
- (ww) “*Complainant*” means:
- (1) An air passenger;
 - (2) one or more air passengers, where there are numerous air passengers having the same interest; or
 - (3) in case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.
- (xx) “*Complaint*” means an allegation in writing made by an air passenger.
- (yy) “*Confirmed reserved space*” means space on a specific date and on a specific flight and class of service of a air carrier which has been requested by a passenger, including a passenger with a “zero fare ticket,” and which the air carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the air carrier, as being reserved for the accommodation of the passenger.
- (zz) “*Contracting States*” means all member countries of the International Civil Aviation Organization (ICAO).
- (aaa) “*Denied boarding*” means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in these Regulations, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;
- (bbb) “*Director-General*” means the Director-General of the Sierra Leone Civil Aviation Authority (SLCAA).
- (ccc) “*Direct Operating Cost (DOC)*” means expenditure that is directly related to flight operation, such as flight crew allowance, aircraft fuel and oil, lease rental or depreciation, aircraft maintenance, insurance premium, ground handling, navigational charges, landing and parking charges and in-flight catering service.

- (ddd) “*Disembarkation*” means the leaving of an aircraft after landing, except by crew or passenger continuing on the next stage of the same through-flight.
- (eee) “*Embarkation*” means the boarding of an aircraft for the purpose of commencing a flight, except by such crew or passengers as have embarked on a previous stage of the same through-flight.
- (fff) “*Exclusive dealing*” means any practice whereby a supplier of products or services:
- (1) as a condition of supplying the products or services to a customer or travel agent requires the customer to:
 - (i) deal only or primarily in products or services supplied by or designed by the supplier or its nominee, or
 - (ii) refrain from dealing in a specified class or kind of products or services except as supplied by the supplier or his nominee;
 - (2) induces a customer to meet a condition referred to in paragraph (a) by offering to supply the products or services to the customer on more favourable terms or conditions if the customer agrees to meet that condition.
- (ggg) “*Extraordinary circumstances*” for the purpose of these regulations, means any mechanical, technical operational, climatic, sociopolitical or any other conditions beyond the actual control of the party involved.
- (hhh) “*Facilitation (FAL)*” means the efficient management of control processes, to expedite clearance and prevent unnecessary delays at the airports.
- (iii) “*Fare*” means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.
- (jjj) “*Gazette*” means the official gazette of the Republic of Sierra Leone.
- (kkk) “*Final destination*” means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be considered if the original planned arrival time is respected
- (lll) “*Fixed Costs*” means costs which in the short term remain unchanged regardless of whether or not the volume of services provided increases or decreases.
- (mmm) “*Flight Information Region*” means an airspace of defined dimensions within which flight information service and alerting service are provided.
- (nnn) “*Flight Information Service*” means a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights.
- (ooo) “*Foreign aircraft*” means an aircraft other than a Sierra Leonean registered aircraft.
- (ppp) “*General aviation operation*” means an aircraft operation other than a commercial air transport operation or an aerial work operation.
- (qqq) “*Ground equipment*” means an article of a specialized nature for use in the maintenance, repair and servicing of an aircraft on ground, including testing equipment and cargo and passenger-handling equipment.

- (rrr) “*Ground Handling Company*” means anyone that carries out the variety of activities before and after a flight to ensure the safe and smooth process of passengers, baggage, cargo, mail and other materials associated with their transportation by air.
- (sss) “*Indirect Operating Cost (IOC)*” means expenditure incurred from items utilized for the support of airline business that vary from one airline to another such as staff salaries, training, ticketing and reservation, sales promotion, vehicles, maintenance, rent, travels, ICT etc.
- (ttt) “*In-flight Catering Service Provider*” means a person or corporate body that engages in the planning and preparation of meals and assembly of meal trays designed to be served on board an aircraft.
- (uuu) “*Insurance*” means a contract (policy) in which an individual or entity receive financial protection or reimbursement against an insurance company.
- (vvv) “*International airport*” means any airport designated by the Contracting State in whose territory it is situated as an airport of entry and departure for international air traffic, where the formalities incident to customs, immigration, public health, animal and plant quarantine and similar procedures are carried out.
- (www) “*Lease*” means the right to occupy certain defined premises or possess some equipment for a fixed period which may be used for business purposes. The premises or equipment are returned to the owner on the expiry of the lease, generally without paying any compensation.
- (xxx) “*Liability (Insurance)*” means maximum amount of coverage available under a liability insurance policy.
- (yyy) “*Liability*” means debt of the entity in the form of financial claims on an entities assets.
- (zzz) “*Licence*” means a Licence granted under the Civil Aviation Act, 2019.
- (aaaa) “*Mail*” means dispatches of correspondence and other items tendered by and intended for delivery to postal services in accordance with the rules of the universal postal union.
- (bbbb) “*Market restriction*” means any practice whereby a supplier of products or services, as a condition for supplying them to a customer, requires that customer to supply any product or service only in a specified area or exacts a penalty of any kind from the customer if the customer supplies any products or services outside a specified area.
- (cccc) “*Minister*” means the Minister responsible for civil aviation.
- (dddd) “*Mishandled baggage*” means baggage voluntarily or inadvertently, separated from passenger or crew.
- (eeee) “*Non-Aeronautical charges*” means charges levied by an airport in consideration for the various commercial arrangements it makes in relation to the granting of concessions, the rental or leasing of premises and land, and free-zone operations, even though such arrangements may in fact apply to activities which may themselves be considered to be of an aeronautical character.
- (ffff) “*Non-Scheduled Operations*” means journeys undertaken other than scheduled operations.

- (gggg) “*Officer*” means a Director, General Manager, Secretary or other similar officer and includes any person who purports to act in any such capacity.
- (hhhh) “*Package*” in the context of tour, travel or holiday services provided by a tour operator is one which is marketed or advertised as an all-inclusive trip including transport, accommodation and/or other trip expenses at an inclusive or special price.
- (iii) “*Passenger[s]*” means a person in whose name a ticket and or a reservation is made and or confirmed and who is eligible to travel upon the stated flight pursuant to that ticket whether the ticket is purchased by the person or not and whether the ticket is a zero fare ticket or other ticket for which no fees or fare is paid.
- (jjjj) “*Passenger traffic*” means number of passenger embarkation and disembarkation.
- (kkkk) “*Permit*” means a permit granted for issuance under the Civil Aviation Act, 2019.
- (llll) “*person/persons*” means individual or body corporate.
- (mmmm) “*Person with disabilities*” means any person whose mobility is reduced due to physical incapability (sensory or locomotor), an intellectual deficiency, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to the person’s needs of the services made available to all passengers.
- (nnnn) “*Profit and Loss Account*” means a financial statement that summarizes the financial transactions for a business over a period in time. It shows revenue, expenditure and the profit and/or loss resulting from operations for a given 'financial year'.
- (oooo) “*Relevant market*” refers to the area of effective competition within which an airline or service provider operates and includes geographic area, route, substitutability, close competitors, and such other factors that may affect consumer choice.
- (pppp) “*Reservation/bookings*” means allotment in advance of seating or sleeping accommodation for a passenger or of a space or weight capacity for baggage.
- (qqqq) “*Revenue*” means Inflows of cash or increases in other assets or settlement of liabilities during a period from delivering or rendering services or performing other activities that constitute the entity in major operations.
- (rrrr) “*Royalty*” means an amount in money accruing to the country through commercial agreements subsisting with other foreign airlines.
- (ssss) “*Scheduled operations*” means any operation that offers air transport service on a published time-table and open to use by the general public.
- (ttt) “*Special drawing right (SDR)*” means an international foreign exchange reserve assets, allocated to nations by the International Monetary Fund (IMF) and represents a claim to foreign currencies for which it may be exchanged in times of need.
- (uuuu) “*Statistics*” means the collection and provision for exchange of airline traffic data related to the agreed services, either periodically or as needed for the regulation of capacity, route evaluation, or other purposes.
- (vvvv) “*tariff*” means a schedule of fares, rates, charges and terms and conditions of carriage applicable to the provision of an air service and other incidental services.

(www) "*Ticket*" means a document issued by or on behalf of the carrier and includes the conditions of contract and notices and the flight and the passenger coupons contained therein.

(xxxx) "*Tied Selling*" means any practice whereby a supplier of products or services:

- (1) as a condition of supplying the products or services (hereinafter referred to as the "tied products") to a customer, requires the customer to:
 - (i) acquire any other products or services from the supplier or nominee,
 - (ii) refrain from using or distributing, in conjunction with the tied products or services, any other products or services that are not of a brand designated by the supplier or the nominee; and
- (2) induces a customer to meet a condition set out in paragraph (a) by offering to supply the tied products or services to the customer on more favourable terms or conditions if the customer agrees to meet that condition.

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

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

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

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

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

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

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

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

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

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

(iiii) "*Volunteer*" means a person who responds to the carrier's request for volunteers under Regulation 4 and who willingly accepts the carriers' offer of compensatory benefits, in exchange for relinquishing the confirmed reserved space.

(jjjj) "*Zero fare ticket*" means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, travel vouchers or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A zero

fare ticket does not include free or reduced rate air transportation provided to airline employees and guests.

1.3 Abbreviation

1.3.1 The following abbreviations are used in these regulations are:

ACS	Area Control Service
ATL	Air Transport Licence
ATM	Air Traffic Management
ATS	Air Traffic Services
AOP	Airline Operating Permit
AOC	Air Operator's Certificate
ATOL	Air Travel Organizer's Licence
PNCF	Permit for Non-Commercial Flights
PAAS	Permit for Aerial Aviation Services
PHS	Personal History Statement
ATLC	Air Transport Licensing Committee
FCOP	Foreign Carriers' Operating Permit
FIR	Flight Information Region
FIS	Flight Information Service
PRM	Person with Reduced Mobility
GSA	General Sales Agent
DGR	Dangerous Goods Regulation
LAR	Life Animal Regulation
SLCARs	Sierra Leone Civil Aviation Regulations
SLATA	Sierra Leone Association of Travel Agents
SLA	Service Level Agreement
SDR	Special Drawing Right
MTOW	Maximum Take-off Weight
CSL	Combined Single Limit
TSC	Ticket Sales Charge
BASA	Bilateral Air Services Agreement
API	Advanced Passenger Information
IS	Implementing Standard

2. AIR TRANSPORT LICENSING

2.1 Licences and Permits

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

2.2 Licences for Scheduled Domestic Flight Operations

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

2.2.1.1 Without prejudice to other applicable authorizations, no person shall engage in air transport business in Sierra Leone for the carriage of passengers, mail or cargo for hire and reward in public transport category between two or more places in Sierra Leone unless it holds an Air Transport Licence (ATL) issued by the Authority.

2.2.2 An application for the grant or renewal of an ATL shall be made in writing to the Authority and shall contain such information as specified in IS: 2.2 and IS: 2.2.2 to these regulations.

2.2.3 The Authority, being satisfied that the applicant has met and complied with the requirements necessary for the grant or renewal of an ATL, shall grant or renew the licence.

2.2.4 The Authority may grant an ATL, subject to compliance with these regulations.

2.2.5 An ATL shall be valid for a period of five (5) years and may be renewed for a similar term.

2.2.6 An ATL not utilized at the expiration of its five (5) year validity period shall not be renewed. However, the holder of such an ATL may apply for a fresh issuance.

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

2.2.8 If on the date of the expiration of a licence, an application for renewal is pending with the Authority, the expiring licence may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the licence have been submitted to the Authority and the delay in the renewal of the ATL is occasioned by a third party. However, this period shall not exceed three (3) months from the date of the expiration of the ATL.

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

2.2.10 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.

2.2.11 The Authority may suspend or revoke an ATL if the holder of the ATL contravenes any of the provisions of the Civil Aviation Act, Sierra Leonean Civil Aviation Regulations (SLCARs) and these regulations or any conditions subject to which the ATL was granted.

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

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

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

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

2.3 Airline Operating Permit (AOP)

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

2.3.1.1 Without prejudice to other applicable authorizations, no person shall use any aircraft in Sierra Leone for hire and reward in public transport category to provide non-scheduled/charter air service unless such a person holds an ATL or Airline Operating Permit (AOP) issued by the Authority.

2.3.2 Application for the grant or renewal of an AOP shall be made in writing to the Authority and shall contain such information as specified in IS: 2.3 and IS: 2.3.2 to these regulations.

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

2.3.4 An AOP shall be valid for a season and may be renewed for a similar term.

2.3.5 An AOP not utilized at the expiration of its three (3) year validity period shall not be renewed. However, the holder of such an AOP may apply for a fresh issuance.

2.3.6 The applicant shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the AOP.

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

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

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

- 2.3.10 The Authority may suspend or revoke an AOP if the holder of the AOP contravenes any of the provisions of the Civil Aviation Act, or Regulations (SLCARs) and these regulations or any conditions subject to which the AOP was granted
- 2.3.11 If the Authority proposes to suspend or revoke any AOP, the Authority shall:
- (a) give a written notice to the holder of the AOP specifying the violation(s);
 - (b) specify in the written notice the right of the holder of the AOP to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
 - (c) Upon receipt of the representations from the holder of the AOP, the Authority shall make an evaluation and inform the holder of the AOP of its determination.
 - (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the AOP its decision to suspend the AOP if it is in the interest of safety.
- 2.3.12 The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of an AOP.

2.4 Permit for Non-Commercial Flight Operations (PNCF)

- 2.4.1 This part shall apply to flight operations undertaken for non-commercial or private purposes:
- 2.4.1.1 Without prejudice to other applicable authorizations, no person shall use any aircraft for non-commercial purposes between two or more places in Sierra Leone except with a Permit for Non-Commercial Flights (PNCF) issued by the Authority.
- 2.4.2 Application for the grant of a PNCF shall be made in writing to the Authority and may contain such information as specified in IS: 2.4 and IS: 2.4.2 to these regulations.
- 2.4.3 The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the PNCF, shall grant or renew the PNCF.
- 2.4.4 A PNCF shall be valid for a period of one year and may be renewed for a similar term.
- 2.4.5 A PNCF not utilized at the expiration of its one year validity period shall not be renewed. However, the holder of such a PNCF may apply for a fresh issuance.
- 2.4.6 The holder of a PNCF shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the PNCF and the resources for the maintenance and safe operation of the aircraft.
- 2.4.7 Each holder of a PNCF shall file with the Authority, a true copy of every contract or agreement affecting air transportation or any modification or cancellation thereof, between the air carrier and any other air carrier or other bodies.
- 2.4.8 The Authority shall charge such fees as it may determine for processing the grant and renewal of PNCF.
- 2.4.9 The holder of PNCF shall pay such annual fee as may be determined by the Authority for the use of the PNCF.
- 2.4.10 If at the expiration of a PNCF, an application for renewal is pending with the Authority, the expiring PNCF may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the

PNCF have been submitted to the Authority and the delay is occasioned by a third party. However, this period shall not exceed six (6) months from the date of the expiration of the PNCF.

- 2.4.11 The Authority may suspend or revoke a PNCF if the holder of the PNCF contravenes any of the provisions of the Civil Aviation Act, Regulations (SLCARs) and these regulations or any conditions subject to which the PNCF was granted.
- 2.4.12 If the Authority proposes to suspend or revoke any PNCF, the Authority shall:
- (a) give a written notice to the holder of the PNCF specifying the violation(s);
 - (b) specify in the written notice the right of the holder of the PNCF to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
 - (c) Upon receipt of the representations from the holder of the PNCF, the Authority shall make an evaluation and inform the holder of the PNCF of its determination.
 - (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the PNCF its decision to suspend the PNCF if it is in the interest of safety.
- 2.4.13 The Authority shall publish, for the information of the general public, its decision regarding an application for and revocation of a PNCF.

2.5 Air Travel Organiser's Licence (ATOL)

- 2.5.1 This part shall apply to tour organizers who are engaged in holiday travels, tour packages, special events, and religious pilgrimages.
- 2.5.1.1 Without prejudice to other authorizations, no person shall organize tour operations for the purpose of holiday travels, tour packages, special events, religious pilgrimages unless he is a holder of an Air Travel Organiser's Licence (ATOL) issued by the Authority.
- 2.5.2 Application for the grant and renewal of an ATOL shall be made in writing to the Authority and may contain such information as specified in IS: 2.5 and IS: 2.5.2 to these regulations.
- 2.5.3 The Authority if satisfied that the applicant has complied with the requirements for the grant or renewal of the ATOL, shall grant or renew the ATOL
- 2.5.4 An ATOL shall be valid for a period for a period of two (2) years and may be renewed for a similar term.
- 2.5.5 An ATOL not utilized at the expiration of its two (2) year validity period shall not be renewed. However, the holder of an ATOL may apply for a fresh issuance.
- 2.5.6 The holder of an ATOL shall continue to demonstrate to the Authority its ability to meet the conditions set forth in the ATOL.
- 2.5.7 The Authority shall charge such fees as it may determine for processing the grant and renewal of an ATOL.
- 2.5.8 The Authority may suspend or revoke an ATOL if the holder of the ATOL contravenes any of the provisions of the Civil Aviation Act, or Regulations (SLCARs) and these regulations or any conditions subject to which the ATOL was granted.
- 2.5.9 If the Authority proposes to suspend or revoke any ATOL, the Authority shall:

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

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

2.6 Permit for Aerial Aviation Services (PAAS)

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

2.6.1.1 Without prejudice to other applicable authorizations, no person shall provide aerial aviation services such as aerial mapping/survey, crop spraying, aerial advertisement, flying club, flying school and such other services as may be designated by the Authority from time to time, unless he is a holder of a Permit for Aerial Aviation Services (PAAS) issued by the Authority.

2.6.2 Application for the grant and renewal of a PAAS shall be made in writing to the Authority and may contain such information as specified in IS: 2.6 and IS: 2.6.2 to these regulations.

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

2.6.4 A PAAS shall be valid for a period of one year and may be renewed for a similar term.

2.6.5 A PAAS not utilized at the expiration of its one year validity period shall not be renewed. However, the holder of such a PAAS may apply for a fresh issuance.

2.6.6 The Authority may grant a PAAS, subject to compliance with these regulations and other requirements as may be specified by the Authority from time to time.

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

2.6.8 If at the expiration of a PAAS, an application for renewal is pending with the Authority, the expiring PAAS may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the PAAS have been submitted to the Authority and the delay is occasioned by a third party. However, this period shall not exceed three (3) months from the date of the expiration of the PAAS.

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

- 2.6.10 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.
- 2.6.11 The Authority may suspend or revoke a PAAS if the holder of the PAAS contravenes any of the provisions of the Civil Aviation Act, Regulations (SLCARs) and these regulations or any conditions subject to which the PAAS was granted.
- 2.6.12 If the Authority proposes to suspend or revoke any PAAS, the Authority shall:
- (a) give a written notice to the holder of the PAAS specifying the violation(s);
 - (b) specify in the written notice the right of the holder of the PAAS to make representations in writing regarding the alleged violation(s) within twenty-eight (28) days of the receipt of the written notice from the Authority.
 - (c) Upon receipt of the representations from the holder of the PAAS, the Authority shall make an evaluation and inform the holder of the PAAS of its determination.
 - (d) Notwithstanding the above, the Authority may by written notice, convey to the holder of the PAAS its decision to suspend the PAAS if it is in the interest of safety.
- 2.6.13 The Authority shall publish for the information of the general public, its decision regarding an application for and revocation of a PAAS.

2.7 Diplomatic Landing and Over Flight Permit Application

Request for landing permit from Embassies and other Diplomatic bodies shall be channeled to the Ministry of Foreign Affairs and International Cooperation 72 hours prior to the date of operations with details of the aircraft documents:

- (a) Aircraft Operators Certificate (AOC)
- (b) Valid aircraft insurance
- (c) Certificate of Registration
- (d) Certificate of Airworthiness (review)
- (e) Radio /Noise Certificate
- (f) Pilot licenses and Medical
- (g) Aircraft Maintenance Log Book
- (h) And any other documents deem necessary

- 2.7.1 Copy of letter from 2.7 above shall be sent to the Authority with a copy sent to the Ministry of Defense.
- 2.7.2 Alternative there stakeholders will constitute a groups such as: WhatsApp, email, Instagram, or any form of group where member can be notify quickly
- 2.7.3 For block Landing Permit, the Embassy can do same (as 2.7.1) and the Authority will issue a monthly Landing Permit to the Embassy.
- 2.7.4 For Block over Flight Permit, the Embassy will send request directly to the Authority for a yearly Block over Flight Permit which will be issued in earnest for multiple aircrafts.
- 2.7.5 Once the Monthly Block Landing Permit is issued to any Embassy, the Embassy must ensure that it provides details of their emergency flight(s) schedule to the Authority 72 hours prior to

the date of operation, so the Authority will clear the aircraft with the Air Traffic Controllers, or they can send their monthly flight schedule with the request.

- 2.7.6 The Authority shall be charging for overflight (over fly) according to the MTOW of the Aircraft.
- 2.7.8 Where applicable, the authority will denied the landing of a particular aircraft where information leading to the issuance of the permit is unsatisfactory or did not reach the minimum threshold.
- 2.7.9 Application for Diplomatic flight(s) from Embassies should have a direct link with the Embassy activities.

2.8 Non- Diplomatic, Non- Schedule Permit

- 2.8.1 Application for non-schedule flight, Non-Diplomatic flight(s) has to be addressed to the Director General, Sierra Leone Civil Aviation 72 hours before the date of Operation.
- 2.8.2 Such application if private, shall be made through a flight handling agent, or directly to the Authority for the Embassy charter flight.
- 2.8.3 Payment for such Landing permit shall be made into the Authority's bank account in accordance with the Maximum Takeoff Weight of the Aircraft.
- 2.8.4 Application shall be accompanied with relevant aircraft documents such as:
 - (a) Aircraft Operators Certificate (AOC)
 - (b) Valid insurance
 - (c) Certificate of Registration
 - (d) Certificate of Airworthiness (review)
 - (e) Radio /Noise Certificate
 - (f) Pilot licenses and Medical
 - (g) Aircraft Maintenance Log Book
- 2.8.5 Application for Medical evacuation shall be made to the Director General at any point in time and the Authority shall expedite issuance of Landing Permit once the following are submitted less then 24 hours:
 - (a) Valid passport of the patient
 - (b) Valid contact number for the treating hospital and the doctor
 - (c) Patient medical report
 - (d) Letter of Undertaken from the agent(s) or Embassy that requesting the evacuation
 - (e) Valid insurance
 - (f) Pilot medical and Licence
 - (g) Airworthiness review
- 2.8.6 Application must contain details of receiving party and telephone contact of the receiving party:
 - (a) Application must contain purpose of the flight.
 - (b) Application must contain details of the goods, if a cargo, must be accompanied by Airway bill.

3. DOMESTIC OPERATIONS

3.1 Mode of Operation

- 3.1.1 This part shall apply to domestic airline operations in Sierra Leone.
- 3.1.2 Airline operations in Sierra Leone have been deregulated.
- 3.1.3 Subject to these regulations, airlines may determine the route or routes they intend to operate, the frequency or frequencies of operations and fares to be charged.
- 3.1.4 All airlines operating in Sierra Leone shall notify the Authority of the route or routes they intend to operate, the frequency or frequencies of operations and fares to be charged prior to the introduction of these services or fares.

3.2 Additional Requirement

In addition, the following shall apply to the different modes of operations:

3.2.1 Scheduled Operations by Sierra Leonean Airlines

3.2.1.1 Holders of Air Transport Licence (ATL) prior to commencement of operation shall:

- (a) obtain Air Operator's Certificates (AOCs) from the Authority;
- (b) have at least two (2) aircraft in its fleet; and or equivalent.
- (c) put in place adequate insurance cover for passengers, cargo and third party.

3.2.1.2 All operating airlines must ensure that their tickets can be interlined.

3.2.1.3 Airlines shall operate in accordance with the conditions specified in their Licences.

3.2.2 Non-Scheduled (Charter) Operations by Sierra Leonean Airlines

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

- (a) obtain Air Operator's Certificates (AOCs) from the Authority; and
- (b) put in place adequate insurance cover for passengers, cargo and third party.

3.2.2.2 Airlines shall not engage in the sale of tickets or any form of scheduled operations.

3.2.2.3 Airlines shall submit their client invoice and passenger manifest to the Authority after every flight.

3.2.2.4 Airlines shall operate in accordance with the conditions specified in their Permits.

3.2.3 Non-Commercial (Private) Operations by Sierra Leonean Airlines

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

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

3.2.4 Aerial Operations

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

- (a) obtain Safety Clearance Certificates from the Authority before commencement of operations;

- (b) not engage in any form of carriage for hire and reward;
- (c) not engage in any form of operation different from those specified in their Permits; and
- (d) operate in accordance with the conditions contained in their Permits.

3.2.5 Organized Package Tours

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

- (a) not engage in aircraft operations;
- (b) have current and adequate Bank/Insurance Bonds to cover their operations;
- (c) ensure that their passengers are catered for and are treated in accordance with the contract of carriage and as specified in these Regulations; and
- (d) operate in accordance with the conditions specified in their Licence.

3.2.6 Interlining of Tickets

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

3.2.6.2 All airlines shall participate in the domestic clearing system for the interlining of tickets.

3.2.7 Self-handling Operation

3.2.7.1 Domestic airlines are encouraged to use the services of existing handling companies.

3.2.7.2 Where an airline decides to handle itself, it shall obtain approval from SLCAA after duly fulfilling the statutory requirements as specified by the Authority.

3.2.7.3 All self-handling operations shall be in accordance with ICAO and IATA rules and regulations.

3.2.8 Billing and Settlement Plan (BSP)

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

4. REGIONAL AND INTERNATIONAL OPERATIONS BY SIERRA LEONEAN CARRIERS

4.1 Scheduled Operations by Sierra Leonean Carriers

4.1.1 The Authority shall issue an Air Carrier's Permit to designated Sierra Leonean airlines on international routes, subject to the fulfillment of the requirements of these Regulations.

4.1.2 All Sierra Leonean carriers wishing to be designated on regional and international routes apart from obtaining safety certifications shall:

(a) join IATA and the IATA Clearing House as well as pass the IATA Operational Safety Audit (IOSA);

(b) have adequate financial capability for such operations

4.1.3 All Sierra Leonean carriers are encouraged to have foreign technical partners.

4.2 Non-Scheduled Operations by Sierra Leonean Carriers

4.2.1 Non-Scheduled Passenger (Charter) Operations -Commercial

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

4.2.2 Non-Scheduled Cargo (Charter) Operations

4.2.2.1 In addition to Section 4.2.1.1, holders of Airline Operating Permit (AOP) engaged in cargo operations shall:

(a) obtain Air Operator's Certificates (AOCs) from the Authority prior to commencement of operation

(b) engage in cargo operations worldwide

(c) not pay royalty on cargo carried

(d) put in place adequate insurance cover for its cargo operations

(e) submit to the Authority their airway bills and client invoices.

4.2.3 Private Operations

4.2.3.1 Any person intending to use an aircraft for private operations into and out of Sierra Leone shall obtain a flight clearance issued by the Authority. Such aircraft must depart and enter the country through designated customs' airports.

5. FOREIGN AIRLINE OPERATIONS INTO AND OUT OF SIERRA LEONE

5.1 Scheduled Operations by Foreign Airlines

5.1.1 Operations by Designated Foreign Carriers

- 5.1.1.1 This part shall apply to foreign carrier operations into and out of Sierra Leone.
- 5.1.1.2 Foreign carriers shall not operate into and out of Sierra Leone, without obtaining a Foreign Carriers' Operating Permit (FCOP) issued by the Authority.
- 5.1.1.3 Foreign carriers shall fulfill the requirements specified in these Regulations.
- 5.1.1.4 The Authority's safety inspectors shall carry out safety assessment audit of the airline's base prior to the issuance of FCOP and commencement of operation.
- 5.1.1.5 Where the holder of a FCOP violates or fails to comply with the Act, any regulations, rules and orders made thereunder, the Authority shall suspend or revoke the FCOP.
- 5.1.1.6 Foreign carriers operating into and out of Sierra Leone for the purpose of scheduled international air services shall not have sales offices or outlets in cities other than the point or points of entry specified in the subsisting bilateral air services agreement under which the foreign carrier is designated, and this/these shall be limited to the airports.
- 5.1.1.7 Foreign carriers operating into and out of Sierra Leone for the purpose of scheduled international air services shall not distribute tickets through banks and other financial institutions.
- 5.1.1.8 Foreign carriers shall not engage in self-handling, but shall use the services of duly registered Sierra Leonean handling companies.
- 5.1.1.9 Foreign carriers operating into and out of Sierra Leone for the purpose of scheduled international air services shall maintain at least two offices including an operational office/desk at the airport of embarkation and disembarkation.

5.2 Non-Scheduled Passenger (Charter) Operations by Foreign Airlines

- 5.2.1 A foreign carrier shall not conduct non-scheduled (charter) operations into and out of Sierra Leone without a flight clearance approved by the Authority.
- 5.2.2 A foreign carrier intending to engage in non-scheduled (charter) passenger operations into and out of Sierra Leone shall do so in conjunction with a Sierra Leonean ATOL holder.

5.3 Non-Scheduled Cargo (Charter) Operations by Foreign Airlines

- 5.3.1 A foreign carrier engage in non-scheduled cargo operations into and out of Sierra Leone shall obtain flight clearance from the Authority and also pay royalty to the Authority as may be determined by the Authority from time to time.

6. AIR SERVICES AGREEMENTS

6.1 Applicability

This part shall apply to the:

- 6.1.1 consultative and advisory process by the Authority in respect of international agreements, bilateral air services agreements, multilateral air service agreements, commercial agreements, and all other agreements, protocols or documents related to membership of an international organization, granting of traffic rights in air services agreements, performance of a covenant of an international nature, or stipulating adherence to international standards; and
- 6.1.2 monitoring of the operations of foreign airlines operating under subsisting bilateral air services agreements, multilateral air services agreements, commercial agreements and other Sub-regional and Regional Protocols and Agreements.

6.2 Internal Procedure in Consultation/ Advice Process

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

6.3 Principles for Consultation and Advice to the Minister on International Agreements

- 6.3.1 In its deliberations and actions under this part, the Authority shall be guided by the overriding principle of promoting the overall interest of the Sierra Leonean nation. It shall also be guided by the following principles which shall constitute minimum standards applicable to the Authority's consultation and advisory process:
 - 6.3.1.1 The provision of a framework that encourages competition and the development of new and expanded international air services to benefit travellers, airlines, tourism and business sectors;
 - 6.3.1.2 The provision of opportunities for Sierra Leonean airlines to grow and compete successfully in a more liberalized global environment;
 - 6.3.1.3 The enablement of Sierra Leonean airports to market themselves in a manner that is unhindered by bilateral constraints to the greatest extent possible.
 - 6.3.1.4 The support and facilitation of Sierra Leone's international trade objectives.
 - 6.3.1.5 The support of a safe, secure, efficient, economically healthy and viable Sierra Leonean air transportation industry;
 - 6.3.1.6 The protection of consumers from unreasonably discriminatory practices and the application of all subsisting consumer protection regulations.

6.4 BASA Monitoring

- 6.4.1 The Authority shall monitor the operations of all foreign airlines operating into and out of Sierra Leone to ensure that their operations are in accordance with the provisions of the subsisting BASAs, MASAs, Commercial Agreements and/or approvals guiding their operations.
- 6.4.2 The Authority shall ensure that the frequencies being operated are in accordance with the Seasonal Schedules approved by the Honourable Minister.

6.5 Commercial Agreements

- 6.5.1 This part shall apply to the collection of flight data, billing and maintenance of account or accounts for the payment of royalties accruing to the country from commercial agreements with foreign airlines.
- 6.5.2 All foreign airlines having commercial agreements with Sierra Leone shall pay all tax related to the country into a designated account(s) with the Central Bank of Sierra Leone (BSL)
- 6.5.3 All foreign airlines operating under commercial agreements shall forward to the Authority, passenger/cargo manifests, load sheets, air waybills and any other information that will be necessary for accurate billing, not later than twenty-four (24) hours after each flight.
- 6.5.4 A Reconciliation Committee shall be instituted for the purpose of resolution of disputes and discrepancies arising from bills forwarded to the airlines by the Authority. The Reconciliation Committee shall comprise the Ministry, the Authority and the concerned airline.
- 6.5.5 Non-compliance with the terms of payment in the agreement by any airline will lead to the suspension or withdrawal of such services in addition to up to nine percent (9%) compound interest rate on the unsettled amount to be reflected in subsequent commercial agreements.

6.6 Multilateral Agreements

- 6.6.1 The Authority shall continue to promote the interests of Sierra Leone in the monitoring and implementation of the Yamoussoukro Decision, The Banjul Accord Group (BAG) Agreements and any other Multilateral Agreement and Protocol to which Sierra Leone is signatory.
- 6.6.2 The Authority shall continue to support and facilitate the implementation of the resolution of the Banjul Accord Group Council of Ministers to turn airline operations of the BAG States into domestic operations.

6.7 Open Skies Agreements

- 6.7.1 The Authority shall continue to promote the interest of Sierra Leonean airlines as well as the sustainable development of the Sierra Leone aviation industry, in fulfilling the country's obligation in any open skies agreement to which she is a signatory.

7. AIRPORT & AIR NAVIGATION SERVICES

7.1 Applicability

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

7.2 Entry into the Airport Business

7.2.1 Any person or body corporate, state or local government intending to provide airport services shall have in place adequate financial capability that can provide the necessary infrastructure in accordance with the guidelines and requirements set by the Authority.

7.2.2 Any person or body corporate wishing to establish aerodrome or take over an existing aerodrome shall be required to obtain Security Clearance from the Office of the National Security (ONS)

7.3 Regulation of Charges, Fees and Tariffs

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

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

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

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

7.3.5 Any person(s) who violates the provision of regulations 7.3.1 shall be liable to the penalty set forth in the sanction's regime of these regulations.

7.4 Service Level Agreements (SLAs)

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

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

7.5 Financial Returns and other Obligations

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

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

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

8. FACILITATION OF AIR TRANSPORT

8.1 Applicability

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

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

8.3 The airport operator, airline and ground handling company shall:

(a) provide facilities and services that will ensure efficient processing of passengers, crew, cargo, mail and aircraft at the airports.

(b) provide facilities at the airports to enhance the movement of Persons with Reduced Mobility (PRM) and also ensure that no passenger is discriminated against on the grounds of his/her disability or reduced mobility.

8.4 National Facilitation Programme

8.4.1 The Authority shall initiate the process for the establishment of a National Facilitation Programme to provide for and facilitate the border-crossing formalities that must be accomplished with respect to aircraft engaged in international operations and their passengers, crew and cargo.

8.5 Airport Facilitation Programme

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

8.5.2 The composition, terms of reference and mode of operations shall be as prescribed in IS 8.4 of these Regulations.

8.6 Airport Slot Allocation Committee

8.6.1 The 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.

8.6.2 The composition, terms of reference and mode of operation of the Slot Allocation Committee shall be as prescribed in IS: 8.4 of these Regulations.

8.7 National Aviation Plan

8.7.1 Sierra Leone shall comply with the pertinent provisions of the International Health Regulations (2005) of the World Health Organization.

8.7.2 Sierra Leone shall establish a national aviation plan in preparation for an outbreak of a communicable disease posing a public health risks or public health emergency of an international concern. The Civil Aviation Authority shall work with the Ministry of Health and Sanitation to integrate the National Aviation Pandemic Preparedness Plan into the State Pandemic Preparedness Plan. (Guidance in developing a national aviation plan may be found on the Aviation Medicine page of the ICAO website).

8.7.3 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.

- 8.7.4 Sierra Leone shall make arrangements to enable all airlines/aircraft operators and relevant 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).
- 8.7.5 Sierra Leone shall ensure that airlines/aircrafts operators make available and use at the international airports, Passenger Locator Cards for completion by passengers and crew. Distribution of adequate stocks of the Passenger Locator cards by airline/aircrafts operators must be complied with and Appendix 13 of Annex 9 provides the acceptable format.

9. ALLIED AVIATION SERVICES

9.1 Applicability

This part shall apply to the registration of allied aviation businesses in Sierra Leone by the Authority.

9.2 Registration of Allied Aviation Businesses

No person shall undertake the following businesses without a certificate of registration or licence issued by the Authority.

- (a) Ground Handling;
- (b) Agent of Foreign Airlines;
- (c) Travel Agency;
- (d) Cargo Agency/Air Freight Forwarding;
- (e) In-flight Catering Services;
- (f) Aviation Fuel Supply;
- (g) Air Transport Training Institutions;
- (h) Aircraft Sale/Leasing; and
- (i) Other aviation related services.
- (j) Airport Operator

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

9.2.3 Airport operator shall not discriminate against or decline access to any airline, allied aviation service provider in provision of services or facilities at their aerodrome. The final decision regarding access to operate at any airport rests with the Authority.

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

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

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

9.3 Unrestricted Access for Monitoring Purpose

9.3.1 Any agent or company intending to be licensed or licensed by the Authority, shall ensure that any person(s) authorized by the Authority is or are given unrestricted access without prior notice, to inspect its office premise(s), warehouse or documents.

10. TRAVEL AGENCY

10.1 Applicability

This part shall apply to travel agency business in Sierra Leone.

10.1.2 Travel Agency business shall be the downstream sector of the aviation industry in Sierra Leone.

10.1.3 All travel agencies shall register with the Authority after fulfilling the necessary requirements.

10.1.4 The Agencies shall operate under the umbrella of the Sierra Leone Association of Travel Agencies (SLATA).

10.1.5 All SLCAA registered travel agents shall be on (if possible) IATA BSP platform.

10.2 General Sales Agent

10.2.1 Any person that intends to carry out business as General Sales Agent (GSA) in Sierra Leone shall be:

- (a) a citizen of Sierra Leone or a body corporate, registered in Sierra Leone and having its principal place of business within Sierra Leone, with majority shareholding held by Sierra Leoneans; and
- (b) an applicant whose resources are adequate for the discharge of actual and potential obligations of travel agency.
- (c) Procedure of General Sales Agent is the same as the travel agent and cost.

11. AIRLINE FINANCIAL HEALTH

11.1 Applicability

This part shall apply to the continuous monitoring of the operations of Sierra Leonean licensed airlines for the purpose of ensuring their financial capability for safe and sustainable services.

- 11.2 All Sierra Leonean licensed airlines shall ensure proper, transparent and prudent financial management in the conduct of their operations.
- 11.3 All Sierra Leonean licensed airlines shall submit to the Authority on a monthly basis, all financial data/records on their operations in the form and manner as may be prescribed by the Authority.
- 11.4 The Authority shall evaluate the financial returns and make available a copy of the report of the financial health assessment to the Management of the airline which may make a representation to the Authority.
- 11.5 The Authority upon receipt of the airline's representation shall review same and communicate its decision to the airline.

12. AVIATION INSURANCE REGULATIONS

- 12.1 This part prescribes the type of insurance cover to be maintained by all aviation service providers in Sierra Leone.
- 12.2 No person shall operate any aircraft in public air transport category without adequate and valid insurance.
- 12.2.1 Aerodrome, air navigation, meteorological services, ground handling and other allied aviation service providers shall not operate without maintaining adequate and valid insurance.
- 12.2.2 Any person having a duty to maintain adequate insurance shall submit to the Authority on quarterly basis, insurance certificates, evidence of payment of premium and policy documents.
- 12.2.3 All airlines, aerodrome operators, air navigation, meteorological services, ground handling services and other allied service providers shall ensure payment of premium as and when due and submit same to the Authority on a quarterly basis.
- 12.3 All airlines shall include in their tickets a statement to the effect that liability arising from death and bodily injury to passengers in the course of carriage by air within or from Sierra Leone shall be governed by the provisions of the Act.
- 12.4 The minimum third party liability insurance limit for aircraft engaged in aircraft operations in Sierra Leone shall be in relation to the maximum take-off weight (MTOW) of an aircraft as indicated in the table below:

Fixed Wing Aircraft

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

Rotary Wings Aircraft

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

Note:

1. *The limits of liability for death or bodily injury to passenger, loss or delay of baggage and cargo, shall be in relation to the aircraft available seat capacity, and shall be as prescribed in the Civil Aviation Act, 2019.*
2. *The limits specified in the Civil Aviation Act, 2019 in respect of scheduled passenger operations shall be for domestic operations only, while for international operations, it shall be a multiplication of the proposed domestic limits by the prevailing SDR at any point in time.*

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

- (a) Airside and landside
- (b) Bodily injury
- (c) Property damage
- (d) Hijacks/Hostage-taking
- (e) War Risks

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

- | | | | |
|-------|---------------------------|---|-----------------|
| (i) | Ground Handling | - | US\$4million |
| (ii) | Aerodrome (International) | - | US\$200 million |
| | (Domestic) | - | US\$100 million |
| (iii) | Air Navigation Services | - | US\$ 50 million |

(iv) Aeronautical Meteorology - US\$ 5million

12.3 Family Assistance Programme

12.3.1 There shall be established a Victim's Family Assistance Programme (VFAP) which shall be aimed at providing successor to families of victims of aircraft accidents in Sierra Leone.

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

13. CIVIL AVIATION FEES

13.1 Applicability

This part shall apply to the collection and remittance of all sales charges and sundry charges as may be specified by the Authority's Scheme of Charges

- 13.1.1 All domestic and international airlines operating in Sierra Leone shall forward to the Authority, flown coupons, passenger/cargo manifests, air waybills, clients' service invoices and other documents necessary for accurate billing within one week after every month.
- 13.1.2 All Sierra Leonean licensed airlines shall join the direct debit platform of the Authority for the purpose of remittance of 5% ticket sales charge (TSC), and shall execute a contract with the Authority to that effect.
- 13.1.3 All foreign cargo operators shall submit cargo manifests and continue to pay royalty in a manner prescribed by the Authority one week after the end of every month.
- 13.1.4 All Sierra Leonean charter operators shall submit clients' service invoices to the Authority for evidence of charter.
- 13.1.5 All sales charges and royalties shall be paid in the currency in which they are being charged.
- 13.1.6 Any dispute arising from bills raised by the Authority shall be resolved through a Reconciliation Committee, comprising the Authority and the disputing airline.

14. AIR TRANSPORT STATISTICS

14.1 Applicability

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

14.2 All airlines, air navigation service providers, aerodrome operators and other service providers shall submit to the Authority details of their operations in the form and manner as may be prescribed by the Authority.

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

15. FARES AND TARIFF

15.1 Filing of Fares & Tariffs

15.1.1 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 for that service showing all rates, fares and add-on charges, including the terms and conditions of free and reduced rate transportation for that service, as specified in IS.15.1
- (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. Where possible or better still denominate the daily airlines exchange at the office of each airlines, agency.
- (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.

15.1.2 All tariffs required to be filed in pursuance of 15.1.1 shall be done at least seven (7) days before the rates come into effect, except in the case of matching an existent rate for which no more than prior notification is required.

15.1.3 All fares may be available for sale and carriage as long as they are not disallowed or suspended in accordance with regulation 15.2.

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

- (a) take the corrective measures it considers appropriate; and
- (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.

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

15.1.6 The following shall apply to changes in tariff:

- (a) Except where a toll is disallowed, no rate may be changed unless the tariff or amendment in which it is set out is filed within the appropriate time limit set out in Regulation 15.2.2
- (b) Every tariff or toll may bear an expiry date.
- (c) Any amendment to the expiry date of a tariff after the date of its publication shall be made in accordance with Regulation 15.1.2

15.2 Disallowance/ Suspension of Fares

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

- (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;
- (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.

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

- (a) a decision taken pursuant to 15.2.1 shall be notified with reasons to the relevant authorities of the foreign state involved as well as to the affected air carriers.
- (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 may advise the Honourable Minister to direct the air carrier concerned to withdraw the basic fare or to abstain from further fare increases or decreases, as appropriate.
- (c) in the case of disagreement, the Director-General may advise the Honourable Minister to consult the relevant authority of the foreign state involved to review the situation.

15.2.3 In all cases other than 15.2.2, the following shall apply:

- (a) a decision taken pursuant to 15.2.1, shall be notified with reasons to the affected air carrier.
- (b) the affected air carrier under 15.2.3 (a) may within fourteen (14) days of receipt of the decision, make written representations identifying clearly a rational justification for its rate to the Authority with a request for a review of the decision.
- (c) the Authority shall within fourteen (14) days of its receipt of the written representations convey its final decision to the affected air carrier.

15.2.4 Where any provision of a tariff is suspended or disallowed by the Authority or the Honourable 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.

15.2.5 Where any provision of a tariff is suspended or disallowed by directive of the competent authorities of a foreign state, or the suspension or disallowance has been rescinded or the cancellation of the suspended or disallowed provision has been directed by those authorities, the issuing air carrier or agent may comply with their decision in accordance with such regulations of the competent authorities as may be pertinent.

15.3 Approval of Charges

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

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

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

15.4 Publication and Display of Tariffs

15.4.1 Every air carrier shall:

- (a) display in a prominent place at the business offices of the air carrier a sign indicating that the tariffs for the domestic service offered by the air carrier, including the terms and conditions of carriage, are available for public inspection at the business offices of the air carrier, and allow the public to make such inspections;
- (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;
- (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
- (d) retain a record of its tariffs for a period of not less than three (2) years after the tariffs have ceased to have effect.

15.4.2 A tariff referred to in 15.4.1 shall include such other information as the Authority may by order prescribe from time to time

15.4.3 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 15.4.1 and is in effect.

15.4.4 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.

15.4.5 If, on complaint in writing to the Authority by any person, the Authority finds that, contrary to 15.4.1, an air carrier has applied a fare, rate, charge, surcharge or term or condition of carriage applicable to the service it offers that is not set out in its tariffs, the Authority may order the air carrier to:

- (a) apply a fare, rate, charge, surcharge or term or condition of carriage that is set out in its tariffs;
- (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
- (c) take any other appropriate corrective measures.

15.5 Filing through an Agent

15.5.1 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.

15.6.2 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.

16. UNFAIR METHODS OF COMPETITION/ ANTI-COMPETITIVE PRACTICES

16.1 Applicability

This part shall apply to unfair methods of competition and anti-competitive practices in the civil aviation industry.

16.2 Control of Anti-Competitive Practices

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

16.2.2 For the purposes of this Part, 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 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.

16.2.3 Any contract, arrangement, or understanding which is prohibited under section 16.2.1 of these regulations are prohibited and void.

16.2.4 The provisions of 16.2.3 shall not apply to any agreement or category of agreements the entry into which is authorized by the Authority after being satisfied that it:

- (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 (a); 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.

16.3 Restrictive and Concerted Practices

16.3.1 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.

16.3.1 Notwithstanding 16.3.1, the practices identified in 16.3.2 to 16.3.4 shall be deemed to be restrictive practices which constitute unfair methods of competition, and anti-competitive in nature and are hereby prohibited.

16.3.2 Airlines shall not engage in the following restrictive practices:

- (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;
- (b) for the purpose of selling its own passenger tickets or tonnage, preventing or restraining sales agents from selling passenger tickets or tonnage of other airlines or service providers;
- (c) restraining passengers or customers from selecting carriers freely with a view to excluding other airlines or service providers;
- (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;

16.3.3 Airport/air navigation service providers shall not engage in the following restrictive practices:

- (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;
- (b) taking exclusive or discriminatory actions against an airline who has no agreement for ground handling with it;
- (c) without authorization from the Authority, setting chargeable items and standards;
- (d) by taking advantage of its superior position, 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;
- (e) in a public bidding for airport services or operation of commercial facilities, intentionally raising or reducing the bid price in collusion with the bidder.

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

- (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;
- (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
- (c) while selling passenger tickets, controlling seats by making false reservations, thus infringing upon the lawful rights and interests of the airline or other sale agents or tour operators.

16.3.5 All decisions by airlines, service providers, or operators or associations and concerted practices by operators that prevent, restrict or distort competition are prohibited under these Regulations and no person shall give effect to them.

16.4 Exemptions of Certain Agreements

16.4.1 Nothing in this Part shall prohibit-

- (a) a contract or an arrangement where the only parties are or will be wholly owned subsidiary and holding companies;
- (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;
- (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;
 - (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;
 - (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;
 - (f) any act done to give effect to a provision of a contract or an arrangement referred to in paragraphs (a) to (e) of this section;
 - (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.

16.5 Abuse of Dominant Position or Market Power

16.5.1 For the purposes of these Regulations, one or more air carriers, 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:

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

16.5.2 An air carrier, 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:

- (a) restriction of the entry of any other operator into that or any other market;
- (b) preventing or deterring any operator from engaging in competitive conduct in the relevant route or market;
- (c) eliminating or removing any operator from the relevant route or market;
- (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;
- (e) limiting the provision of services to the prejudice of consumers;
- (f) operating capacity on a route or routes at fares that do not cover the avoidable cost of providing the service;
- (g) increasing capacity on a route or routes at fares that do not cover the avoidable cost of providing the service;
- (h) pre-empting airport facilities or services that are required by another air carrier for the operation of its business, with the object of withholding the airport facilities or services from a market;
- (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;

- (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;
- (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.
- (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;
- (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.

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

- (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;
- (b) if the effect or likely effect of its behaviour in the market is the result of its superior competitive performance;
- (c) if it seeks to enforce any right under or existing by virtue of any copy right, patent, registered design or trade mark.

16.5.4 An operator may be treated as abusing its dominant position in enforcing or seeking to enforce the rights referred to in 16.5.3(b), if the Authority is satisfied that the exercise of those rights has the effect of unreasonably lessening competition in the relevant market.

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

16.6 Mergers, Acquisition, Combinations and Joint Ventures

16.6.1 Notification

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

- (a) At least one of the firms is established within Sierra Leonean;
- (b) The resultant market share in the Sierra Leonean civil aviation industry, or any substantial part of it, relating to any product or service, is likely to create market power;
- (c) At least one of the firms derives income in or from Sierra Leone, 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.

16.6.1.2 No firm in the cases under 16.6.1 and 16.6.2, shall effect a merger until the expiration of a 60 day waiting period from the date of the issuance of the receipt of the notification, unless the Authority shortens the said period or extends it by an additional period of time not exceeding thirty (30) days with the consent of the firm concerned, in accordance with the provisions of 16.6.1.4

16.6.1.3 Notification can be made to the Authority by all the parties concerned, or by one or more of

the parties acting on behalf of the others, or by any persons properly authorized to act on their behalf.

16.6.1.4 A single agreement can be notified where a firm 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.

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

16.6.2 Prohibition

16.6.2.1 Mergers, takeovers, joint ventures or other acquisitions of control in the Sierra Leonean civil 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 firm or group of firms acting jointly to profitably maintain prices above competitive levels for a significant period of time or by any other anti-competitive means.

16.6.3 Investigation

16.6.3.1 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.

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

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

16.7 Penalties for Civil Violations, Offence and Penalty in respect of Agreements etc. in Restraint of Trade

16.7.1 If the Authority determines that any person has violated the provisions of this Part, as also prescribe in the Authority enforcement manual .

- (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.

16.7.2 Any person who makes or enters into any contract or engages in any arrangement, conspiracy or practice declared unlawful under 16.2. or 16.3 of these Regulations shall be guilty of an offence and shall be fined in accordance determined by the Authority.

16.8 Leniency, Concessions, Immunity Programmes and Rules

16.8.1 Grant of Leniency, Concessions and Immunity.

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

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

- (a) **Leniency:** Conditional leniency will be granted where an applicant is the first participant in an anti-competitive activity to apply to the Authority and to meet the prescribed conditions. Immunity is 'conditional' in that the holder must continue to meet the prescribed conditions to maintain their immunity status.
- (b) **Cooperation:** The Authority may exercise its discretion by taking a lower level of enforcement action, or, for individuals, no action at all, in exchange for information and full, continuing and complete cooperation throughout an investigation and any subsequent proceedings.
- (c) **Immunity:** The Authority may recommend immunity in appropriate cases as provided under 16.8.1.5.

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

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

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

16.8.1.6 Subject to the requirements set out in 16.8.2.1, and consistent with fair and impartial administration of the law, if a violation constitutes an offence, the Authority may recommend that immunity be granted to a party in the following situations:

- (a) the Authority is unaware of an 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.

16.8.2 Requirements for qualification

16.8.2.1 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.

16.8.2.2 Throughout the course of the Authority's investigation and subsequent 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 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;

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

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

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

16.8.3 Impact of Programme on Directors, Officers, Employees and Agents

16.8.3.1 If a company qualifies for any programme, all current directors, officers and employees who admit their involvement in the unlawful anti-competitive activity as part of the corporate admission, and who provide complete, timely and ongoing co-operation, also qualify for the benefits under the programme.

16.8.3.2 If a company does not qualify for any programme, current or former directors, officers, employees or agents may nonetheless be considered under a programme as though they had approached the Authority individually. To qualify, they will be required to admit their involvement in the unlawful anti-competitive activity and provide complete, timely and ongoing co-operation with the Authority's investigation and any subsequent proceedings.

16.8.4 The Process for Leniency, Concession or Immunity

16.8.4.1 Initial Contact (Marker) (Step 1)

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

16.8.4.1.2 The grant of this initial request shall be referred to as a marker.

16.8.4.1.3 An applicant may make the first contact on the basis of a limited hypothetical disclosure that identifies the nature of the violation it has been involved in respect of a specified service with sufficient detail to secure a "marker" as first in line to request participation in a programme.

16.8.4.1.4 The request to the Authority for a marker may be made by an applicant's legal representative.

16.8.4.2 Proffer (Step 2)

16.8.4.2.1 If the party obtains a marker and decides to proceed with the application, it will need to provide a detailed description of the unlawful activity and to disclose sufficient information for the Authority to determine whether it might qualify under 16.8.1 and 16.8.2, above.

16.8.4.2.2 The process in this sub regulation is known as a "proffer" and may be made in hypothetical terms by the applicant's legal representative.

16.8.4.2.3 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 grant of a participatory status in any of the programmes.

16.8.4.2.4 If the Authority concludes that the party demonstrates its capacity to provide full cooperation and fully satisfy the requirements of 16.8.2, it will communicate to the party its decision on the party's eligibility under the program.

16.8.4.3 Immunity Agreement (Step 3)

16.8.4.3.1 The Authority shall execute the relevant program agreement that will include all ongoing obligations as described in these Regulations.

16.8.4.4 Full Disclosure and Co-operation (Step 4)

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

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

16.8.5 Revocation of Rights/Agreement

16.8.5.1 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.

16.8.5.2 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.

17. PASSENGERS' BILL OF RIGHTS/ AIRLINES OBLIGATIONS

17.1 Scope and Applicability

This part shall apply to the establishment, among other things and under the conditions specified herein, minimum rights and obligations for passengers and air carriers where:

- (a) There is an incidence of "No-show" and Overbooking;
- (b) Passengers are denied boarding against their will;
- (c) A scheduled flight is delayed;
- (d) A scheduled flight is cancelled.

17.1.1 These Regulations shall apply:

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

17.1.2 In respect of section 17.1.1 of this Regulation, it shall apply on the condition that a passenger:

- (a) has a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in section 17.5, present himself/herself for check-in, as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, tour operator or an authorized travel agent, or, if no time is indicated, not later than 1 hour before the published departure time; or
- (b) has been transferred by an air carrier or tour operator from the flight for which he/she held a reservation to another flight, irrespective of the reason.

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

17.1.4 These Regulations shall apply to any operating air carrier providing transport to passengers covered in 17.1.1 and 17.1.2 above. Where an operating air carrier, which has no contract with the passenger, performs obligations under these Regulations, it shall be regarded as doing so on behalf of the carrier having a contract with that passenger.

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

17.2 "No Show" and Overbooking

17.2.1 No Show: A passenger who shows-up on a later date/time other than the scheduled date/time of departure on his/her ticket may be considered for wait-listing on another flight subject to seat availability after meeting the airlines requirement(s).

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

17.3 Denied Boarding

17.3.1 An air carrier shall have the following obligations in the event of an oversold flight:

- (a) ensure that the smallest practicable number of persons holding confirmed reserved space on that flight are denied boarding involuntarily;
- (b) request for volunteers for denied boarding before applying boarding priority.

17.3.2 Any other passengers denied boarding except in accordance with Section 17.3.1, is considered for purposes of this Regulation to have been denied boarding involuntarily, even if the passengers accept the denied boarding compensation. Volunteers shall be assisted in accordance with Sections 17.6 and 17.7 (Compensation Provision), such assistance being additional to the benefits mentioned in this paragraph.

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

- (a) advise whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the carrier is obligated to pay if the passenger is involuntarily denied boarding;
- (b) disclose all material restrictions, including but not limited to administrative fees, advance purchase or capacity restrictions, and blackout dates applicable to the offer before the passenger decides whether to give up his or her confirmed reserved space on that flight in exchange for the free or reduced rate transportation.

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

17.3.5 Boarding priority procedures

17.3.5.1 Every operating air carrier shall establish priority procedures and criteria for determining which passengers holding confirmed reserved space shall be denied boarding on an oversold flight if an insufficient number of volunteers come forward. Such procedures and criteria shall reflect the obligations of the operating air carrier set forth in section 17.3.1 and 17.3.2 to minimize involuntary denied boarding and to request volunteers, and shall be written in such manner as to be understandable and meaningful to the average passenger. Such procedures and criteria shall not make, give, or cause any undue or unreasonable preference or advantage to any particular person or subject any particular person to any unjust or unreasonable prejudice or disadvantage in any respect whatsoever.

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

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

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

17.3.5.4 If boarding is denied to passengers involuntarily, the operating air carrier shall immediately compensate them in accordance with Sections 17.6 and 17.7; and assist them in accordance with Sections 17.8, 17.9 and 17.10.

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

17.4 Delay

17.4.1 Domestic Flights

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

- (a) immediately after one hour, the assistance specified in section 17.8.1(a) (Refreshments) and section 17.8.2 (telephone calls, SMS and E-mails)
- (b) at a time between 10p.m. and 4a.m., or at a time when the airport is closed at the point of departure or final destination, the assistance specified in sections 17.8.1(c) and 17.8.1(d) (hotel accommodation and transport); and
- (c) two hours and beyond, the assistance specified in section 17.7.1(a) (Reimbursement)

17.4.2 International Flights

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

- (a) between two and four hours, the assistance specified in sections 17.8.1(a) and 17.8.2;
- (b) for four hours or more the assistance specified in sections 17.8.1(b) and 17.8.2; and
- (c) when the reasonably expected time of departure is at least six hours after the time of departure previously announced, the assistance specified in sections 17.8.1(c) and 17.8.1(d).

17.4.2.2 In any event, the assistance shall be provided within the time limits set out above.

17.5 Cancellation

17.5.1 In case of cancellation of a flight, the passengers concerned shall:

- (a) Be offered assistance by the operating air carrier in accordance with Sections 17.6 and
- (b) Be offered assistance by the operating air carrier in accordance with Sections 17.7(1)(a) and 17.7(2), as well as, in the event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Sections 17.7(1)(b) and 17.7(1)(c);
- (c) In respect of domestic flights, have the right to compensation by the operating air carrier in accordance with Section 17.8, unless they are informed of the cancellation at least twenty-four hours before the scheduled time of departure.
- (d) In respect of international flights, have the right to compensation by the operating air carrier in accordance with Section 17.8, unless:

- (1) they are informed of the cancellation at least seven days before the scheduled time of departure; or
- (2) they are informed of the cancellation between seven and three days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
- (3) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

17.5.2 When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

17.5.3 An operating air carrier shall not be obliged to pay compensation in accordance with section 17.5, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

17.5.4 The burden of proof concerning any question as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.

17.6 Right to Compensation

17.6.1 Where reference to compensation is made in this Part, passengers shall receive at least:

- (a) 25% of the fares or passenger ticket price for all flights within Sierra Leone.
- (b) 30% of the passenger ticket price for all international flights.

17.6.2 When passengers are offered re-routing to their final destination on an alternative flight pursuant to Section 17.8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:

- (a) by one hour, in respect of all domestic flights;
- (b) by three hours, in respect of all international flights, the operating air carrier may reduce the compensation provided for in paragraph 17.6.1 by 50%.

17.6.3 The compensation referred to in Section 17.7(1) shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.

17.6.4 Where compensation is made in voucher, the voucher shall be redeemable at all sales outlets of the air carrier providing the voucher.

17.7 Right to Reimbursement or Re-routing

17.7.1 Where reference to reimbursement or re-routing is made in this Part, passengers shall be provided any of the following choices:

- (a) immediate reimbursement in cash for domestic flights and reimbursement within fourteen days for international flights, by the means provided for in sections 17.6.3 (method of payment), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity;

- (b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- (c) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

17.7.2 Section 17.7.1(a) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under any contractual understanding between the passenger and provider.

17.7.3 When an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with the passenger.

17.8 Right to Care

17.8.1 Where reference to care is made in this Part, passengers shall be offered free of charge:

- (a) refreshments including water, soft drinks, confectioneries or snacks ;
- (b) a meal;
- (c) hotel accommodation;
- (d) transport between the airport and place of accommodation (hotel or other accommodation).

17.8.2 In addition to section 17.8.1, passengers shall be offered free of charge, two telephone calls, SMS or e-mails.

17.8.3 In applying this Part, the operating air carrier shall prioritize the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

17.9 Upgrading and Downgrading

17.9.1 If an operating air carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.

17.9.2 If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, by the means provided for in Section 17.6(3), it shall immediately reimburse the difference to the passenger in accordance with the mode of payment, plus:

- (a) 30% of the price of the ticket for all domestic flights immediately, and
- (b) 50% of the price of the ticket for all international flights within 14 days,

17.10 Persons with Reduced Mobility or Special Needs

17.10.1 Operating air carriers shall give priority to carrying persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under.

17.10.2 In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under, shall have the right to care in accordance with section 17.8.

17.11 Further Compensation

17.11.1 This Part shall apply without prejudice to a passenger's rights under any contractual, statutory and/or any other applicable law.

17.11.2 Without prejudice to relevant principles under any other law, including case law, section 17.11.1 shall not apply to passengers who have voluntarily surrendered a reservation under section 17.3.1(b)

17.12 Right of Redress

17.12.1 In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under these Regulations, no provision of these Regulations may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with any applicable law. In particular, these Regulations shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or any other person with whom the operating air carrier has a contract. Similarly, no provision of these Regulations may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable relevant laws.

17.13 Obligation to Inform Passengers of their Rights

17.13.1 The operating air carrier shall ensure that at check-in, a clearly legible notice containing the following text is displayed in a manner clearly visible to passengers: *"If you are denied boarding or if your flight is cancelled or delayed for at least one hour, ask the airline officials for a written statement of your rights, particularly with regard to compensation and assistance"*.

17.13.2 An air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the procedures for compensation and assistance in line with these Regulations. It shall also provide each passenger affected by a delay of at least one hour with an equivalent notice.

17.13.3 In respect of illiterate, visually impaired or other persons under disability, the provisions of this Regulation shall be applied using appropriate alternative means.

17.14 Exclusion of Waiver

17.14.1 Air carriers' obligations to passengers under these Regulations may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.

17.14.2 If, nevertheless, such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in these Regulations, the passenger shall still be entitled to pursue any available remedies.

17.15 Misleading Advertising

17.15.1 The Authority shall deem any advertising or solicitation by an air carrier, tour operator, or an agent of either, for passenger air transportation, a package, or a package component that

states a price for such air transportation, package, or package component to be an unfair or deceptive practice, unless the price stated is the entire price to be paid by the passenger to the air carrier, tour operator or agent, for such air transportation, package, or package component.

17.15.2 No air carrier, tour operator, or an agent of either shall charge or collect any additional fare (whether taxes, commissions, brokerage fees, administrative charges, or any other fees) from passengers not expressly displayed and described in the marketing material or advertisement.

17.16 Infringement

17.16.1 The Consumer Protection Directorate of the Authority shall be primarily responsible for the enforcement of these Regulations.

17.16.2 Where appropriate, the Consumer Protection Directorate shall take the measures necessary to ensure that the rights of passengers are respected.

17.16.3 A passenger may lodge a complaint with the Consumer Protection Directorate, or any other competent person designated by the Authority, about an alleged infringement of these Regulations.

17.17 Provision of Information

17.17.1 When requested to provide information by the Authority for the purposes of enforcing these Regulations, an operating air carrier shall provide such information as the Authority may specify relating to these Regulations.

17.17.2 Any information generated by an operating air carrier in relation to Section 17.16.1, shall be retained by the air carrier for a period of not less than two years.

17.18 Complaints Procedure

17.18.1 Every air carrier shall establish a consumer protection desk at every airport it operates into and shall appoint an officer to manage the desk for the purpose of receiving, resolving and channeling seemingly difficult complaints to their Head offices, as well as liaising with the Authority where necessary.

17.18.2 A complainant may make a complaint with the Authority against an air carrier in relation to the breach of air passenger rights as provided in the Regulations by filling and submitting a Complaint Form, after the consumer must have notified the air carrier of such a breach and the complaint remains unresolved.

17.18.3 A complaint may be made in writing as in the prescribed form and transmitted to the Authority.

17.18.4 Every complaint shall be accompanied by:

- (a) a copy of the airline ticket;
- (b) A copy of the letter to the air carrier stating a claim for breach of air passenger rights;
- (c) any response or responses or correspondence thereto.
- (d) Any other relevant document(s).

17.18.5 Where a Complaint has been made in a representative capacity, the representative shall provide the complainant's written authority to act on his or her behalf.

17.18.6 Complainants can present a class action before the Authority, but must appoint a representative for the class.

17.19 Assessment

17.19.1 The Authority shall cause an investigation to be carried out on the substance of the complaint and the consideration given by the air carrier within a reasonable period of time after the receipt thereof.

17.19.2 In carrying out any assessment under these Regulations, an officer designated by the Authority shall have all the powers of investigation stipulated in Section 30 (4)(i) of the Act, and in addition may request for submissions to be made by any interested person(s) in relation to a complaint;

17.19.3 The Authority shall amongst other things:

- (a) Notify the Respondent that a request has been lodged under these rules
- (b) Require the Respondent to respond to the complaint within 7 days;
- (c) Require the Respondent to describe the procedure it has taken to resolve the matter.

17.20 Determination of Complaints

17.20.1 After every assessment, the investigator shall make an assessment report and shall make recommendations therein.

17.20.2 Upon a consideration of the assessment report, the nature of the conduct alleged against the Respondent, the extent of the claim by the complainant, public interest and other relevant factors, the Authority shall make a determination in one of the following respects:

- (i) the complaint lacks merit pursuant to which the complaint would be struck out;
- (ii) the complaint is of such a nature as to advise the parties to resolve the dispute through mediation.
- (iii) the complaint is of such a nature as to be subjected to the Authority's administrative hearing procedure set out in Section 17.21.

17.20.3 The Authority shall give notice of its determination to the interested parties.

17.21 Administrative Hearing Procedure

17.21.1 In the event that the interested parties do not agree to submit to the mediation procedure, the complaint shall be subject to the Administrative Hearing Procedure of the Authority.

17.21.2 If the Authority is of the view that the matter raised in the complaint are those over which any provision of the Act applies, the Authority shall set the complaint for Administrative Hearing.

17.21.3 The Authority shall serve the parties a notice requesting a statement in support of their claim/case together with any evidence in support thereof.

17.21.4 The Complainant shall within seven (7) days of the receipt of the notice transmit a statement of his case in writing to the Authority and the Respondent together with any evidence to be relied upon.

- 17.21.5 The Respondent shall within seven (7) days of the receipt of the Statement of the case of the Complainant, transmit a statement of his case together with any evidence to be relied upon to the Authority and the Complainant.
- 17.21.6 The Authority shall fix a date for the hearing and shall so inform the complainant and the Respondent.
- 17.21.7 At every hearing fixed pursuant to these Regulations:
- (a) the person who made the complaint, or in whose behalf it was made, and each person to whom a notice was sent and any other person whose presence at the hearing is considered by the Authority to be desirable, is entitled to attend and participate personally or, in the case of a company or a firm, be represented by a person who, or by persons each of whom, is a director, officer, or employee of the company or firm;
 - (b) a person participating in the hearing in accordance with paragraph (a) of these Regulations is entitled to have another person, who may be a legal practitioner, or other persons present to assist him;
- 17.21.8 At every hearing, the Authority shall provide for as little formality and technicality as the requirements of the Act and a proper consideration of the complaint may permit.
- (a) Where the complainant fails to appear before the Authority on the date of hearing, the Authority may recommend that the complaint be dismissed for default, or decide it on merit.
 - (b) Where the Respondent fails to appear before the Authority on the date of hearing, the Authority would make recommendations based on the available records.
- 17.21.9 The Authority shall cause such records of the hearing to be made as is sufficient to set out the matters raised by the persons participating in the hearing.
- 17.21.10 Every complaint shall be heard as expeditiously as possible and a determination made thereon within a reasonable time after the termination of the hearing.
- (a) No adjournment of hearing shall be granted by the Authority unless sufficient cause is shown and the reasons for grant of adjournment has been recorded in writing by the Authority;
 - (b) The Authority may make such a decision as to the cost for the adjournment as may be considered appropriate.
- 17.21.11 The Authority may terminate the hearing after it is satisfied that every person participating in the hearing has been given a reasonable opportunity to state or explain his or its position.
- (a) where the Authority is of the opinion that no provision of the Act, or any Regulations made thereunder has been violated by the person against whom the complaint was made, the Authority shall make a determination to that effect.
 - (b) Where the Authority is of the opinion that any provision of the Act, or any Regulations made thereunder has been violated, the Authority shall make a determination to that effect and make recommendations as it deems fit and reasonable to ensure that the violation ceases and that the injured party is accorded a reasonable remedy for his injury.

17.21.12 The Authority shall on the basis of any recommendations made pursuant to the hearing, issue the relevant order which shall relate to:

- (a) the payment of compensation or restitution to a complainant;
- (b) the payment of fines and/or penalties;
- (c) the referral of any persons for criminal prosecution; or
- (d) any other order that may grant redress to a complainant.

17.21.13 Every Order of the Authority shall be complied with within 30 days of it being issued.

17.22 Mediation

17.22.1 The parties may decide to resolve their dispute by mediation pursuant to which they shall fill the request for mediation in the prescribed form.

17.22.2 The Authority may upon the recommendation of the assessing officer assigned to a complaint, and after considering the nature of the conduct alleged against the Respondent, the extent of claim by the Complainant, and other relevant factors, advise that the parties subject the dispute to mediation. The parties shall fill the request for mediation form in the prescribed form.

17.22.3 The Mediation process shall be subject to the Mediation Rules annexed as to these Regulations.

17.23 Violations and Penalties

17.23.1 Any air carrier that violates any provision of these Regulations shall be liable to penalties imposed by the Authority as stipulated in the Table of Sanctions contained hereto.

17.23.2 The penalties imposed by the Authority under Section 17.23.1 shall be dissuasive, proportionate to both the gravity of the case, and the economic capacity of the air carrier or tour operator concerned. The defaulter's compliance record shall also be considered.

17.23.3 It shall be unlawful for any air carrier, tour operator, their employees or agent to obstruct or prevent the Authority or any of its designated officers from carrying out investigations or refuse to provide information requested by the Authority, relating to any violation of these Regulations.

17.24 Table of Sanctions

This Table of Sanctions provides a recommended approach to assessment of sanctions for violations of these Regulations.

The Table describes civil penalties as minimum, moderate or maximum for a single violation of a particular regulation.

A. RANGE OF PENALTIES

Minimum:	\$ 1, 000
Moderate:	\$ 3, 000
Maximum:	\$ 5, 000

The Authority may also refer the violator for criminal prosecution as provided in the Civil Aviation Act 2019.

A. RECOMMENDED SANCTIONS

	VIOLATIONS	RECOMMENDED SANCTION PER VIOLATION
1.	Failure to provide assistance in case of denied boarding	Minimum to Moderate penalty plus payment of the value of compensation prescribed in the regulation
2.	Failure to submit Boarding Priority Rules to the Authority.	Minimum Penalty
3.	Failure to comply with Boarding Priority Rules when denying boarding.	Minimum to moderate penalty plus compensation prescribed in the Regulation.
4.	Failure to render assistance in case of flight cancellation	Moderate to maximum penalty plus prescribed compensation
5.	Failure to give priority to persons with reduced mobility during boarding	Minimum to moderate penalty
6.	Failure to provide care for persons with reduced mobility, persons accompanying them, unaccompanied minors, in case of denied boarding, flight cancellations and delays.	Moderate to maximum penalty plus monetary value of the prescribed care to be given to complainant.
7.	Failure to display at check-in counter passenger rights statement	Minimum penalty
8.	Failure to provide to passenger on request, passenger rights leaflet	Minimum to moderate penalty
9.	Misleading Advertising	Moderate to maximum penalty plus seizure of all inappropriate/excess gains/profit from the advert or promotional scheme. Possible criminal referrals.
10.	Obstruction of investigation/failure to provide information	Moderate to maximum penalty plus possible criminal referral
11.	Other violations of these regulations not specifically listed above.	Minimum to maximum penalty

18. SANCTION REGIME

- 18.1 Any person who uses any aircraft in contravention of the provisions of these regulations shall be liable in the case of an offence to a fine of not less than Fifteen thousand United State Dollars (\$ **15,000**) or to imprisonment for a term not less than **three (3) months** or to both such fine and imprisonment, and in the case of a second and subsequent offence to a fine not less than Twenty Thousand United State Dollars (\$ **25,000**) or to imprisonment for a term not less than **six (6) months** or both such fine and such imprisonment;
- 18.2 The Authority shall penalize a person who; for the purpose of obtaining for himself or another person a Permit/Licence, or other authorization or with regard to a variation or the cancellation or suspension of a Permit/Licence, or other authorization, knowingly or recklessly furnishes the authority any information which is false, commits an offence and liable on conviction to imprisonment for a term of not less than **six (6) months** or a fine of not less than Five Thousand United State Dollars (\$ 5,000) or both and in the case of a second and subsequent offence to a fine not less than two seven Thousand United State Dollars (\$ 7,000) or to imprisonment for a term not less than **one (1) year** or both such fine and such imprisonment;
- 18.3 Any person who organizes air tours in contravention of the provisions of this regulation shall be liable upon conviction in a case of a first offence to a fine not less than, Three Thousand thousand United State Dollars (\$ 3,000) or to imprisonment for a term not less than **three (3) months** or to both, and in case of a second and subsequent offence to a fine of not less than Five Thousand United State Dollars (\$5,000) or to imprisonment, for a term not less than **six (6) months** or both such fine and such imprisonment.
- 18.4 Any foreign carrier which operates sales outlets other than those prescribed in these regulations shall be liable to a fine not less than Two Thousand United State Dollars (\$ 2,000)
- 18.5 Any foreign carrier which distributes tickets through financial institutions shall be liable to a fine not less than Five Thousand United State Dollars (\$ 5,000), And any foreign Carrier who fails to open an office in the city as its Head quarter for a period of six months after commencing operations has committed a crime and liable to a minimum fine.
- 18.6 Any failure, violation, delay or non-remittance of information by the airline to the Authority as spelt out in these regulations is an offence, and as such liable as follows:
- (a) failure to render to an authorized officer of the Authority, the required documents or forms as prescribed in the Regulation for its statistical verification, a fine not less than One Thousand United State Dollars (\$ 1,000) for everyday the breach subsist after a demand has been made.
 - (b) false declaration of information on airline operations relating to 5% Sales Charge shall attract fine to the tune of **20% of the total value** of under declared number of passengers (in case of passenger operation) and under declared weight (in case of cargo operation). The currency of payment shall be the currency of the transaction(s).
 - (c) false declaration of documents relating to statistical verification shall attract a fine not less than Two Thousand United State Dollars (\$ 2,000) or have its aircraft operating authorization suspended.

- (d) delay of submission of documents shall attract a fine not less than One thousand United State Dollars (\$ 1,000) for everyday the breach subsists.
- (e) Delay in remittance of taxes to the Authority attract monthly surcharge of **1% compound interest** on the outstanding balance for final settlement.
- 18.7 It shall be an offence for any aerodrome/air navigation service provider to engage in over-charging, discrimination in the application of charges, anti-competitive practices or any unfair business practices. Any aerodrome/air navigation service provider who is culpable for offences in this regard shall be liable to a fine of not less than Three Thousand United State Dollars (\$ 3,000).
- 18.8 Any aerodrome/air navigation service provider, including meteorological, ground handling service providers who contravenes the provision of these regulations shall be liable to a fine of fifty thousand (\$2,000) Two Thousand United State Dollars for everyday the breach subsists.
- 18.9 Any company or an allied service provider which violates the conditions under which the Licence or Certificate of Registration was granted shall be liable to a fine not less than (\$ 1,000) One Thousand United State Dollars or a suspension or revocation of the Licence or Certificate of Registration.
- 18.10 Any carrier operating air transport services to, from or within Sierra Leone, aerodrome operator, aviation fuel suppliers, or any provider of ground services, air traffic control services, aircraft maintenance services, who does not have adequate insurance cover and does not make quarterly returns to the Authority evidencing that such adequate insurance is maintained and that all conditions necessary to create an obligation on the insurer to provide indemnity in the event of a loss have for the time being been fulfilled, shall be guilty of an offence and liable on conviction to a fine of not less than **(\$10,000)** Ten Thousand United State Dollars and its Principal Officers shall be liable to imprisonment for a term of not less than **two (2) years**.
- 18.11 Any foreign or domestic air carrier that refuses to file its fares and tariff charges with SLCAA or gives false information on its fares and tariff shall be liable to a fine of not less than One thousand United State Dollars **(\$1,000)** for everyday the breach subsists after a demand has been made.
- 18.12 It shall be an offence for any airline or service provider not to implement any directive by SLCAA on the protection of consumer interest. Any airline or service provider who fails to honour its services standards and advertised promotions or continues to violate the provisions of this regulation shall be liable to a fine not less than two hundred thousand United State Dollars (\$5,000) or the minimum to the Civil Aviation Act, 2019.
- 18.13 Any service provider who fails to investigate a complaint requesting for compensation or fails to respond to the authority's letter after **two (2) reminders** shall be guilty of an offence and shall be liable to a fine of Five Hundred United State Dollars **(\$500)** per day payable to SLCAA starting from the date of receipt of the 2nd Reminder. (The act of default shall be published in any media that the Authority shall choose).
- 18.14 Any airline that refuses to compensate passengers that are unable to travel with an overbooked flight shall be guilty of an offence and be liable to fine of one hundred thousand United State

Dollars (\$ 1,000) payable to SLCAA for each incident or have its operating authorization suspended.

- 18.15 Any airline found to be negligent in baggage handling resulting in frequent delayed, damaged or loss of baggage shall be liable to a fine of Five thousand United State Dollars (\$ 5,000) payable to SLCAA for each reported case.
- 18.16 Any travel agent or airline that delays the process of ticket refund beyond **thirty (30) days** for international passengers from the date of request, shall be liable to refund the full value of the ticket and an additional 5% of the ticket value payable to the claimant (ticket holder).
- 18.17 Any travel agent or airline that delays immediate refund on ticket for domestic passengers shall be liable to the full value of the ticket and an additional 5% of the ticket value payable to the claimant (ticket holder).

PART 20– IMPLEMENTING STANDARDS

IS:2.2-Requirements for Grant of Air Transport Licence (ATL)

1. General/Requirements

- (a) Application for grant of an Air Transport Licence (ATL) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorised by the applicant.
- (c) The application shall be submitted to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than (3) months to the expected date of utilization of the ATL.

2. Requirements

- (a) The application letter for the grant of ATL must contain the following particulars:
 - (1) Name and address of applicant;
 - (2) Type(s) of air services to be provided;
 - (3) Proposed operational base of applicant;
 - (4) Details of proposed routes to be operated where applicable;
 - (5) Number and types of proposed aircraft to be utilized; and
 - (6) Time and frequency of the services.
- (b) The following supporting documents are required for processing the Application:
 - (1) Four (4) copies of the Certificate of Incorporation of the company
 - (2) Four (4) copies of certified true copies of:
 - (i) the memorandum and articles of association
 - (ii) Particulars of the Directors of the Company (CV)
 - (3) Statement of Share Capital/Return of Allotment with minimum PAID-UP share capital of:
 - \$ 500,000.00 (five million United State Dollar) for domestic operations; or its equivalent
 - \$ 1,000,000,000 (one billion United State Dollars) for regional operations; or its equivalent
 - \$ 2, 000,000,000 (two billion United State Dollars for intercontinental operations or its equivalent

At least one member of the board of directors must be an aviation professional in line with the provisions of the Act. In addition, the majority shareholding shall be held by Sierra Leonean.

- (c) Four (4) copies of the current tax clearance certificates of the company and of each of the directors original copies of the documents should be submitted.

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

3. Publication in the Official Gazette

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

4. Security Clearance

No person shall operate an aircraft in Sierra Leone without a security clearance issued by the Office of National Security (ONS). Applicants duly completed Personal History Statement (PHS) forms and other relevant documents will be forwarded by the Authority to the Ministry for purpose of security clearance.

5. Home/Operational Base of the Airline

The applicant will be required to liaise with the Airport Service Providers and Sierra Leone Airports Authority regarding approval of its home/operational base.

6. Annual Utilization Fee

Subsequent upon receipt of ATL, an annual utilization fee of \$500 shall be paid to the Authority.

7. Additional Information

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

IS 2.2.2 Requirements for Renewal of Air Transport Licence (ATL)

1. General

- (a) Application for renewal of an Air Transport Licence (ATL) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorised by the applicant.
- (c) The application must be submitted to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the expiration of the existing ATL.

2. Requirements

The following supporting documents are required for processing the application:

- (a) Receipt of payment, five hundred thousand United State Dollars \$ 500 being:
- (b) Evidence of utilisation of ATL indicating the following details:
 - (1) Number and type(s) of aircraft in use;
 - (2) Insurance of aircraft in use, including passenger, cargo and third party;
 - (3) Routes operated; and
 - (4) Total number of passengers, cargo and mail carried during the period of operation of the expiring licence.
- (c) Evidence of submission of monthly statistical returns of operations to the Authority.
- (d) Evidence of filing of fares and tariffs with the Authority.
- (e) Evidence of regular and up-to-date payment of aviation charges.

3. Security Clearance

3.1 Security clearance shall be required for renewal.

3.2 Provided there is a satisfactory report on the airline and the airline has fulfilled the above listed requirements, the ATL shall be renewed by the Director General for a further period of one (1) year.

3.3 Validity of Renewed ATL

- (a) The validity of a renewed ATL shall be one (1) year.
- (b) An annual utilization fee of \$ 500 (five Hundred United States Dollars)

4. Additional Information

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

IS:2.3 Guidelines and Requirements for Grant of Airline Operating Permit (AOP)

1. General/Guidelines

- (a) Application in respect of an Airline Operating Permit (AOP) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).

- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application shall be submitted to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the expected date of utilization of the AOP.

2. Requirements

- (a) The application letter for the grant of AOP must contain the following particulars:
 - (1) Name and address of applicant;
 - (2) Type of services to be provided;
 - (3) Number and types of aircraft to be utilized; and
 - (4) Proposed operational base of applicant.
- (b) The following supporting documents are required for processing of the application:
 - (1) Four (4) copies of the Certificate of Incorporation of the company
 - (2) Four (4) copies of certified true copies of:
 - (i) the memorandum and articles of association
 - (ii) Particulars of the Directors of the Company
 - (iii) Statement of Share Capital/Return of Allotment with minimum PAID-UP share capital of five hundred Thousand (\$500,000) United State Dollars.
- (c) At least one member of the board of directors must be an aviation professional in line with the provisions of the Act. In addition, the majority shareholding shall be held by Sierra Leonean
- (d) Four(4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
- (e) Four(4) copies of a detailed business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit & loss statements), cash flow analysis, proposed fares for passengers or cargo, etc and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services in respect of safety, regularity, reliability and profitability of operations.
- (f) Publication of Notice of the application in two (2) national daily newspapers. The publication should contain information on the application submitted to the Authority for the grant of AOP;
- (g) Evidence of the applicant's financial solvency to undertake the business. Applicants are expected to prove that they are financially solvent to run operations for a period of three (3) months from the start of operations without resorting to any income from their operations.
- (h) Duly completed application forms (to be obtained from the Authority).

- (i) Duly completed Personal History Statement (PHS) forms and two (2) passport photographs in respect of each of the shareholders of the company having more than five percent (5%) equity shareholding (forms are available at the Authority).
- (j) Receipt of payment of (\$ 500) five Hundred United State Dollars non-refundable processing fee. (Bank Draft made payable to the Authority).

3. Publication in the Local Newspaper

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

4. Security Clearance

The Authority shall also forward the applicants duly completed Personal History Statement (PHS) forms and other relevant documents to seek security clearance from the Office of National Security (ONS).

5. Home/Operational Base of the Airline

The applicant will be required to liaise with the Airport Service providers and Sierra Leone Airports Authority of regarding approval of its home/operational base.

6. Validity of an AOP

7. Additional Information

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

IS:2.3.2 Guidelines and Requirements for Renewal of Airline Operating Permit (AOP)

1. General/Guidelines

- (a) Application for renewal of an Airline Operating Permit (AOP) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) Application for an AOP must reach the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than six (3) months to the expiration of the existing AOP.

2. Requirements

The following supporting documents are required for processing the application:

- (a) Receipt of payment of five hundred and fifty thousand (\$,500) United State Dollars
- (b) Evidence of utilization of Permit vides the following details: -
 - (1) Number and type (s) of aircraft in use;
 - (2) Insurance of aircraft in use, including passenger, cargo and third party.
 - (3) Routes operated; and
 - (4) Total number of passenger/cargo/mail carried during the period of operation of the expiring permit.

(c) Evidence of submission of monthly statistical returns of operations to the Authority.

(d) Evidence of regular and up to date payment of aviation charges.

3. Security Clearance

3.1 Security clearance shall be required for renewal.

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

4. Validity of Renewed Permit

The validity of a renewed AOP shall be on seasonal

5. Additional Information

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

IS: 2.4 Requirements for Grant of Permit for Non-Commercial Flights (PNCF)

1. General/Guidelines

(a) Application for grant of Permit for Non-Commercial Flights (PNCF) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).

(b) The application shall be signed by a person duly authorized by the applicant.

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

2. Requirements

(a) The application letter for the grant of the PNCF must contain the following particulars:

(1) Purpose for which the aircraft will be used

(2) Number and type(s) of aircraft to be operated

(3) Area of operation of flights (i.e. whether within and outside of Sierra Leone)

(b) The following supporting documents are required for processing the application:

(1) Duly completed Personal History Statement (PHS) form(s) with two passport photographs in respect of the owner of the aircraft or each shareholder of the company having more than five percent (5%) equity shareholding (the forms are to be obtained from the Authority);

(2) Receipt of payment of \$ 1,000 or its equivalent of non-refundable processing fee (Bank Draft to be made payable to the Authority);

(3) Source(s) of funds for the maintenance and safe operation of the aircraft;

(4) Tax clearance certificate(s) of the owner of the aircraft or company and its directors;

(5) Certified true copies of certificate of incorporation and memorandum of article of association of the company (where applicable);

- (6) Personal identification document (such as international passport, drivers license etc) and curriculum vitae where applicant is an individual).

3. Security Clearance

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

4. Annual Utilization Fee

4.1 Note

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

IS:2.4.2 Guidelines and Requirements for Renewal of Permit for Non-Commercial Flights (PNCF)

1. General

- (a) Application for renewal of Permit for Non-Commercial Flights (PNCF) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application for the PNCF must reach the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the expiration of the existing PNCF.

2. Requirements

The following supporting documents are required for processing the application:

- (a) Duly completed Personal History Statement (PHS) form(s) in respect of the owner of the aircraft or Shareholders of the company having more than five percent (5%) equity shareholding (The forms are to be obtained from the Authority);
- (b) The Authority's receipt of payment of processing fee of \$ 1000.

3. Security Clearance

3.1 Security clearance shall be required for the renewal of a PNCF.

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

4. Validity Period of the PNCF

- (a) The validity of the renewed Permit shall be 1 years.

- (b) A renewal fee of \$ 1,000 (One thousand United States Dollars shall be paid to the Authority.

5. Additional Information

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

A PNCF not utilized at the expiration of its validity period shall not be renewed.

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

1. General/Guidelines

- (a) Application for the grant of an Air Travel Organizer's Licence (ATOL) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application shall be submitted to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the expected date of utilization of the ATOL.

2. Requirements

- (i) The application letter for the grant of ATOL should contain (but may not be limited to) the following information;
- (1) Types of Travels & Tours
 - (2) Principal Catchment Areas
 - (3) Principal Destination(s)
 - (4) Flight Arrangement(s)
- (ii) The following supporting documents should be submitted to SLCAA before the processing of the application can commence:
- (1) Four (4) copies of the certificate of incorporation of the company
 - (2) Four (4) copies of certified true copies of:
 - (i) the memorandum and articles of association
 - (ii) Particulars of the Directors of the Company
 - (iii) Statement of Share Capital/Return of Allotment with minimum PAID-UP share capital of five million \$5,000,000 United State Dollars
 - (iii) Four (4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
 - (iv) A Bank/Insurance performance Bond of \$ 500, 000 (five hundred thousand United States Dollars) from a Bank or Insurance company. The Bond should cover the (1) year validity period of the ATOL when issued;
 - (v) An Audited Statement of Accounts for the last two (2) years for an existing company or certified opening balance sheet in case of new business, if possible

- (vi) Publication of Notice of the application in two (2) national daily newspapers. The publication should contain information on the application submitted to the Authority for the grant of an ATOL.
- (vii) Receipt of payment of. \$ 500 (five hundred United State Dollars non-refundable processing fee to the Authority.

3. Validity of an ATOL

The validity of an ATOL shall be for one (1) year with effect from the date of issuance.

4. Additional Requirements for Multiple Flights

An ATOL holder wishing to carry out series of holiday packages at a particular time over a period of two (2) weeks or more such as religious pilgrimage, etc in addition to the initial \$ 500,000 five hundred thousand Bond earlier submitted during the processing of its ATOL, will be required to produce a Bank/Insurance Bond based on 15% of forecast turnover. This means that the value of the Bond to be submitted to the Authority before the operation shall be 15% of the expected gross revenue from the passengers/pilgrims to be carried.

IS:2.5.2 Requirements for Renewal of Air Travel Organizer's Licence (ATOL)

1. General /Guidelines

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

2. Requirements

The following supporting documents are required for processing the application:

- (a) A Bank/Insurance Performance Bond same as the original application from a reputable bank or insurance company. The Bond should cover the two (2) years validity period of the ATOL when issued.
- (b) Evidence of utilization of the expired ATOL:
 - (1) Types of travel arrangements made, whether whole plane charter or otherwise;
 - (2) Name(s) of aircraft operator(s)/ airline(s) used;
 - (3) Types of tours organized and destination; and
 - (4) Total number of passengers carried for the various tour packages during the period of operation of the expiring licence.
- (c) Audited Statement of Account/Auditor's report of operation carried out by the company.
- (d) Receipt of payment of \$ 500 (five hundred United State Dollars) non-refundable processing fee to the Authority.

3. Validity Period of Renewed ATOL

The validity of a renewed ATOL shall be one (1) year with effect from the date of issuance by the Authority.

4. Additional Requirements for Long Term Charter Operations

An ATOL holder wishing to carry out series of holiday packages at a particular time over a period of two (2) weeks or more such as religious pilgrimage, etc in addition to the initial \$ 500,000 (five hundred thousand United States dollars) Bond earlier submitted during the processing of its ATOL, will be required to produce a Bank/Insurance Bond based on 15% of forecast turnover. This means that the value of the Bond to be submitted to SLCAA before the operation shall be 15% of the expected gross revenue from the passengers/pilgrims to be carried.

An ATOL not utilized at the expiration of its validity period shall not be renewed.

IS:2.6 Requirements for Grant of Permit for Aerial Aviation Services (PAAS)

1. General/Requirements

- (a) Application for grant of a Permit for Aerial Aviation Services (PAAS) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application shall be submitted to the Director General on or before a date not less than three (3) months to the expected date of utilization of the PAAS.

2. Requirements

- (a) The application letter for the grant of PAAS must contain the following particulars:
 - (1) Name and address of applicant;
 - (2) Type(s) of air services to be provided;
 - (3) Proposed operational base of applicant;
 - (4) Details of proposed routes to be operated where applicable;
 - (5) Number and types of proposed aircraft to be utilized; and
 - (6) Time and frequency of the services.
- (b) The following supporting documents are required for processing the application:
 - (1) Four (4) copies of the certificate of incorporation of the company
 - (2) Four (4) copies of certified true copies of:
 - (i) the memorandum and articles of association
 - (ii) Particulars of the directors of the company
 - (iii) Statement of Share Capital/Return of Allotment with minimum PAID-UP share capital of \$ 20,000 (twenty thousand United State Dollars). And for drone none of these is needed.
- (c) At least one member of the board of directors must be an aviation professional in line with the provisions of the Act. In addition, the majority shareholding shall be held by Sierra Leonean

- (d) Four(4) copies of the current tax clearance certificates of the company and of each of the directors (original copies of the documents should be submitted for sighting);
- (e) Four(4) copies of a detailed business plan of the company indicating among other things, the company's vision, mission, market analysis and strategy, company's ownership structure, personnel plan, fleet acquisition plan, financial plan including source(s) of finance, balance sheet, break-even analysis, pro-forma income projections (profit & loss statements), cash flow analysis and other standard business plan requirements showing the road map of the applicant's strategy to provide efficient services.
- (f) Evidence of the applicant's solvency to undertake the business.
- (g) Duly completed application forms (to be obtained from the Authority).
- (h) Duly completed Personal History Statement (PHS) forms and two (2) passport photographs in respect of each of the shareholders of the company having more than five percent (5%) equity shareholding (forms are available at the Authority).
- (i) Receipt of payment of \$ 1, 500 (One Thousand Five Hundred United State Dollars) non-refundable processing fee. (Bank draft made payable to the Authority). For airplane, drone with landing pad. Payment for phantom 2, 3, 4, and 5 etc is Le 5,000. (Five Thousand Leone

3. Publication in the Local Newspaper

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

4. Security Clearance

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

5. Annual Utilization Fee

Subsequent upon receipt of PAAS, an annual utilization fee of \$ 10,000 shall be paid to the Authority for aircraft doing commercial survey for the whole year.

6. Additional Information

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

IS:2.6.2 Requirements for Renewal of Permit for Aerial Aviation Services(PAAS)

1. General

- (a) Application for the renewal of Permit for Aerial Aviation Services (PAAS) shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant

- (c) The application must be submitted to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the expiration of the existing PAAS

2. Requirements

The following supporting documents are required for processing the application:

- (a) Receipt of payment of non -refundable fee same as the original fee paid for all category.
- (b) Evidence of utilization of PAAS.
- (c) Evidence of regular and up-to-date payment of aviation charges.

3. Security Clearance

3.1 Security clearance shall be required for renewal.

3.2 Provided there is a satisfactory report on the holder of PAAS has fulfilled the above listed requirements, the PAAS shall be renewed by the Director General for a further period of one (1) year.

4. Validity of Renewed PAAS

The validity of a renewed PAAS shall be three (1) year.

5. Additional Information

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

IS:6A Guidelines for the Commencement of Operations by Designated Foreign Airlines on Sierra Leonean Routes

1. Preamble

Foreign airlines intending to operate scheduled services into and out of Sierra Leone shall fulfil the underlisted requirements:

- (a) be designated under an existing Bilateral Air Services Agreement (BASA) between its government and Sierra Leone.
- (b) submit necessary supporting documents through diplomatic channels, to the Sierra Leonean aeronautical authorities. Details of such designation must be in accordance with the provisions of the existing BASA, upon which such designation is being made.
- (c) Designated airlines must fulfil the requirements of Part 10 of the Sierra Leonean Civil Aviation Regulations (SLCARs) on “Commercial Air Transport by Foreign Air Carriers within Sierra Leone ” before the FCOP can be issued by the Authority.

2. Supporting Documents to be provided

The supporting documents to be provided by the designating country/ airline shall include:

(a) Details of the designated airline including:

- (1) Name of airline
- (2) Address of its principal place of business (Head Office)

- (3) Details of airline's ownership structure
- (4) Nationality of airline
- (5) Address in Sierra Leone
- (6) Names and address of the airline's representative(s) in Sierra Leone
- (7) Proposed ground handling company to be used
- (8) Aircraft type(s) to be utilized for the proposed operation
- (9) Aircraft configuration and specifications

(b) Airline's Aircraft Documents

- (1) Air Operator's Certificate (AOC)
- (2) Evidence of comprehensive insurance cover for aircraft, passenger, cargo and third party liabilities.
- (3) Certificate of aircraft Registration (for each Aircraft) to be operated on the route
- (4) Certificate of Airworthiness (for each Aircraft) to be operated on the route.

(c) Airline Security Manual

The designated airline is expected to submit a copy of its Security Manual which should be in accordance with Annex 17 to the Chicago Convention.

(d) Dangerous Goods Manual

The designated airline is expected to submit a copy of its Dangerous Goods Manual which should be in accordance with Annex 18 to the Chicago Convention

(e) Other Supporting Documents

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

3. Base Inspection

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

IS:6B Guidelines and Requirements for Designation of Sierra Leonean Airlines on International Routes

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

PART ONE

1. PRELIMINARY REQUIREMENT

- (a) Application for designation on international routes shall be made in writing to the Honourable Minister of Aviation. The application shall thereafter be forwarded to the Authority for assessment.
- (b) The application letter shall contain the following particulars:
 - (1) Details of routes to be operated;
 - (2) Number and type(s) of aircraft to be used for the operation(s);
 - (3) Details of airline's existing fleet, including number and age of aircraft;
 - (4) Point(s) of departure and entry in Sierra Leone and
 - (5) Point(s) of entry and departure in the country/countries the airline intends to operate to.
- (c) The following supporting documents are required for processing the application:
 - (1) Four (4) copies of the certificate of incorporation of the company
 - (2) Four (4) copies of certified true copies of:
 - (a) The memorandum and articles of association;
 - (b) Particulars of the directors of the company Form
 - (c) Statement of Share Capital/Return of Allotment
 - (d) minimum PAID-UP share capital of 1 to \$ 1 million (one million United State Dollars) for regional routes and \$ 2 million (two million United State Dollars) for international routes.
 - (e) A copy of valid Air Transport License (ATL) of the applicant.
 - (f) A business Plan on the Operation of the proposed route(s).
- (d) The business plan shall contain but not necessarily be limited to the following:
 - (1) Route viability analysis including detailed projected expenditure and revenue forecasts. The expenditure should be on such operating cost items as fuel, airport charges, handling charges, aircraft lease or depreciation, aircraft maintenance, catering, insurance, personnel etc. While the revenue figures should include proposed load factors, fares and tariffs both at base and outstations, etc;
 - (2) A projected Balance Sheet including profit and loss account and current assets and liabilities for the next two (2) years (24months); and

- (3) A projected cash flow statement and liquidity plan for the first three (3) months of operation.

The assumptions used for the computations should be clearly stated.

Furthermore, the applicant is expected to show evidence that:

- (1) It can meet fixed and operational costs incurred from operations for the first three (3) months without generating any income; and
 - (2) It can meet its actual and potential obligations for a period of twenty-four (24) months from the start of operations.
- (e) The applicant is also required to submit the following:
- (1) Details of Insurance Policy/Policies covering hull, passenger/cargo, crew and the third Party. Limits of these covers should be in line with international standards.
 - (2) Details of airline ownership structure and operational control of the airline.
 - (3) Details of management team.
 - (4) Mode of acquisition of the aircraft proposed for utilization on the route(s) and evidence of ownership of more than one aircraft.
 - (5) Technical and maintenance arrangements in place or being put in place.
 - (6) Details of the airline security programme in accordance with Annex 17 and carriage of Dangerous Goods in accordance with Annex 20.
 - (7) Evidence of three (3) years audited statement of account for existing airlines and certified opening balance sheet for new Airlines.
 - (8) Current Tax Clearance Certificates of the company and its Directors.
 - (9) Proposed arrangements put in place or to be put in place for fueling of aircraft, catering and handling of passengers/cargo & aircraft; as well as organizational provisions at outstations.
 - (10) Evidence and details of applicant's computer reservation system.
 - (11) Details of communication network in place.
 - (12) Ticketing sales arrangements.
 - (13) Samples of tickets, baggage tags, manifest and other related documents necessary to conduct a commercial flight
 - (14) Evidence of membership/intention to be a member of IATA.
 - (15) Existing/proposed commercial arrangement with other operators (e.g.alliance, code share, interline, sales agency, etc) (if any).
 - (16) Details of technical partners (if any).
 - (17) Details of applicants experience on scheduled domestic passenger operations and international passenger/cargo & charter operations for operating airlines. While new airlines must show evidence of capability and competence in terms of finance,

personnel, equipment and organization to carry out international passenger/cargo operations.

- (18) Evidence of meeting all financial obligations associated with its operations e.g. aviation charges (in case of existing airlines).

(The Authority may during the course of processing the application request the applicant to submit additional information it may desire.)

- (f) The Authority shall forward its technical report with appropriate recommendations to the Honourable Minister.

PART TWO

1. GRANT OF AIR CARRIER'S PERMIT

Having fulfilled the preliminary requirements stated in part one above and designated by government, the airline must obtain an Air Carrier's Permit (ACP) for international operations from the Authority. The airline shall however fulfil the following:

- (a) Make a payment of a non-refundable processing fee of \$ 500 United State dollars African routes and \$ 1,000 (One Thousand United States Dollars) for intercontinental routes.
- (b) The designated airline shall also submit the following documents:
- (1) A revised business plan on the proposed operations of the airline.
 - (2) Details and evidence of arrangements made at proposed destinations to support the intended operations.
 - (3) Evidence of authorized share capital commensurate with the scope of operation. For African routes. \$ 1,000,000(One million United States Dollars, while intercontinental routes shall be \$ 2,000,000 (Two million United States Dollars.
 - (4) Evidence of insurance policy for hull, passenger, cargo, third party liability in line with international standards.
 - (5) Evidence of organizational exposition detailing airline ownership and control, airline management structure and details of the airlines operations including engineering, marketing, sales and promotion, flight operations, flight planning and scheduling, arrangement for aircraft fueling, handling, receipt and dispatch, catering and customer services.
 - (6) Evidence of computer reservation system and product distribution and or support system.
 - (7) Evidence of ownership or operational control of aircraft.
- (c) An airline that has been approved for designation by government on international routes shall seek from the Authority, the variation of its Air Operator's Certificate (AOC) to cover routes and aircraft types to be operated.
- (d) An airline that has varied its AOC and obtained an Air Carrier's Permit (ACP) for international routes will have its designation process finalized by the Ministry through the exchange of diplomatic notes.
- (e) Government reserves the right to withdraw from any designated airline, routes not operated consistently within a period of twelve (12) months for African routes and twenty four (24) months for intercontinental routes; and in case of suspension of operation it shall

be for a period not more than twelve (12) months. Thereafter, government reserves the right to reassign the routes to other intending operators.

- (f) Designated airlines shall pay inspection fees for destination inspections to the Authority. Also necessary fees shall be paid to the Authority for the negotiation or re-negotiation of applicable Bilateral Air Services Agreements (BASA).

2. Conditions and Privileges of Air Carrier's Permit (ACP) on International Routes

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

I.S:7.3 Guidelines and Requirements for Introduction/Revision of Aviation Charges

- 1. Any airport operator, air navigation service provider or aero-meteorological service provider intending to introduce or revise charges shall submit to the Authority, an application for approval to introduce or revise the charges. The application which shall be addressed to the Director General of the Authority shall be submitted at least sixty (60) days prior to the introduction of the new charges, levies or fees.
- 2. The application shall be accompanied with the necessary documents justifying the need for the introduction or revision of the charges, levies or fees. These documents shall include but not limited to the following:
 - (a) Financial projections based on existing charges, levies or fees.
 - (b) Financial projections based on proposed charges, levies or fees.
 - (c) Minutes of meeting between the operator and the users of the service in accordance with ICAO Doc 9082
- 3. The Authority may require additional information or documents and invite the operator to meetings, if necessary

IS:8.4 National Air Transport Facilitation Programme (NATFP)

1. The National Air Transport Facilitation Programme (NATFP), shall be in conformity with the provisions of ICAO Annex 9 on Facilitation.

(a) Purpose of the FP

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

(b) Scope of the NATFP

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

(c) Organization & Management

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

(d) Composition of the National Facilitation Committee

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

- (1) SLCAA (Director-General SLCAA shall be the Chairman)
- (2) Ministry of Transport and Aviation
- (3) The Airport Operators
- (4) Sierra Leone Customs Services;
- (5) Sierra Leone Immigration Services;
- (6) Sierra Leone Police Force;
- (7) Foreign Affairs Ministry;
- (8) Sierra Leonean Agricultural Quarantine Service;
- (9) Office of National Security (ONS)
- (10) Sierra Leonean Drug Law Enforcement Agency;
- (11) Port Health;
- (12) Tourism;
- (13) Airline operators; and
- (14) Airport Security Committee

(e) The Applicable Articles of the Chicago Convention and the Responsibilities

(1) Article 12 – Landing at Customs Airport

The National Facilitation Committee shall:

- (i) Designate Customs airports in Sierra Leone;
- (ii) Develop procedures through which operators of scheduled and non-scheduled services may request permission to land or depart from customs airports; and
- (iii) Arrange for border inspection services at customs airports.

(2) Article 13 – Entry and Clearance Regulation

The National Facilitation Committee shall:

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

(3) Article 14 – Prevention of Spread of Disease

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

(4) Article 22 – Facilitation of Formalities

The National Facilitation committee shall establish, review and amend as necessary, the national regulations which implement the State's customs, immigration and quarantine laws pertaining to international movements by air.

(5) Article 23 – Customs and Immigration Procedures

The National Facilitation Committee shall:

- (i) Establish and amend as appropriate, customs and immigration and immigration procedures carried out at Sierra Leonean airports, to harmonize them with the standards and recommended practices set forth in Annex 9;
- (ii) Support and advocate the national issuance of passports and other travel documents in accordance with ICAO specifications in Doc 9303 – Machine Readable Travel documents

(6) Article 37 - Adoption of International Standards and Procedures

The National Facilitation Committee shall:

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

(7) Article 38 – Departures from International Standards and Procedures

The National Facilitation Committee shall periodically review conformity by all relevant agencies with the provisions of Annex 9 and notify ICAO of differences between national practices and the relevant standards.

(f) Schedule of Meeting

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

2. Terms of Reference of Airport Facilitation Committee

- (a) To implement the policies and directives of the National Facilitation Committee.

- (b) To liaise with Airport Security Committee to ensure that security in the airports do not hinder smooth passage of passengers, crew, cargo, mail and aircraft.
- (c) To review reports of activities relating to facilitation at the airports and make suggestion(s) for improvement.
- (d) To hold quarterly meetings except in case of emergency. The venue of the meetings shall be as determined by the Chairman of the Airport Facilitation Committee.
- (e) The Airport Facilitation Committee shall devise its own rules of procedure.

3. Composition of the Airport Facilitation Committees

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

- (a) Customs;
- (b) Immigration;
- (c) Quarantine;
- (d) Office of National Security
- (e) Narcotics
- (f) Port Health;
- (g) SLCAA
- (h) Airport Authority
- (i) NMA
- (j) Tourism; and
- (k) Airline operators.

4. Terms of Reference/Functions of the Airport Slots Allocation Committee

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

5. Composition of the Airport Slot Allocation Committee

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

- (a) SLCAA;
- (b) Airport Authority

IS: 9.2(a)(i) Guidelines and Requirements for Licensing of Ground Handling Companies

1. Procedure for Application

- (a) Application for license as a ground handling company shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority.
- (b) The application shall be signed by a person duly authorised by the applicant.

- (c) The application shall be made to the Director General, Sierra Leone Civil Aviation Authority on or before a date not less than three (3) months to the desired commencement of operations.

2. Requirements

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

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

3. Pre-Qualification Stage

At this stage the applicant is expected to fulfill the following requirements:

- (a) Payment of Ten Thousand United State Dollars (\$10,000) non-refundable processing fee to the Authority. Bank Draft made payable to the Authority);
- (b) Obtain and complete pre-qualification processing forms and return same to the Authority with evidence of payment of the United State Dollars
- (c) The following supporting documents must be submitted to the Authority before commencing the processing of the application:
 - (1) Copy of certificate of incorporation of company;
 - (2) Copy of certified true copy of memorandum and articles of association of the company;
 - (3) Statement of Share Capital/Return of Allotment of shares indicating a minimum authorized share capital of five hundred million United State Dollars (\$ 500, 000,000).
 - (4) Copies of tax clearance certificates of the company.
 - (5) Company exposition detailing the ownership and management structure, applicant's experience in the area of the proposed services it intends to provide, name and experience of technical partners (if any) etc;
 - (6) Comprehensive details of technical partner including name, address, experience, nature of partnership arrangements etc. Documentary evidence should be provided;
 - (7) Evidence of financial capability to undertake the business;
 - (8) Proposed commensurate Insurance Policy and/or insurance arrangement being put in place;
 - (9) Duly completed Personal History Statement (PHS) forms and two (2) passport photographs in respect of each of the shareholders. (the PHS forms are available at the Authority). The Authority will seek security clearance from the Office of National Security on behalf of the applicant.
 - (10) A copy of a detailed business plan on the operation indicating, among other things:
 - (i) Proposed services to be rendered such as passenger handling, baggage handling, ramp services, freight and mail services, flight operations, crew services, surface transport services, aircraft services, catering, etc
 - (ii) Marketing analysis including market segments, target market & customers, customers characteristics, customer's needs, etc

- (iii) Competitive analysis such as industry overview, nature of competition, primary competitors, competitive products/services, opportunities, threats and risk, etc.
- (iv) Marketing and Sales. These should address who the major customers will be and how they will be reached, marketing strategies to be used etc.
- (v) Scope of applicant's operations giving comprehensive details of facilities & equipment required and their cost, management structure, staffing plan (employment plans, training and remuneration), operational procedure etc
- (vi) List of key personnel (including the safety and security Managers) with details of their qualifications, skills, experience etc. Copies of their curriculum vitae should be provided;
- (vii) Financial plan including estimated costs of setting up the business, Projected revenue, scheme of charges, profit and loss projection, cash flow projection, balance sheet projection, etc (the assumptions used for the computations should also be stated).
- (viii) Operational Manual containing the company's proposed Standard Operating Procedure on the services to be rendered. This should contain details of how the operations will be conducted in accordance with IATA Ground Handling Manual. This should also contain a sample of the Service Level Agreements (SLAs) the applicant intends to have with the airlines;
- (ix) Applicant's Safety Management System (SMS) manual;
- (x) Applicant's Security Manual which shall be in compliance with the National Civil Security Programme (NCASP) and showing its understanding of the relevant provisions of ICAO Annexes such as Annex 9 on Facilitation and Annex 17 on Security;
- (xi) Dangerous Goods Manual which should also be in accordance with ICAO Annex 18 on the Safe Transportation of Dangerous Goods by Air.
- (xii) The applicant may be required to provide additional documents and information depending on the type(s) of services(s) it intends to provide.
- (xiii) The Authority upon receipt of these documents and evaluation of same shall:
 - a) Invite the promoters/directors of the company to a meeting with the officials of the Authority;
 - b) Seek the comments of the airport operator/owner on the proposed operation;

4. **Qualification Stage**

- (a) An applicant shall be qualified for this stage if the Authority is convinced that the applicant has the potential to carry out the business and comments are received from the airport operator/ owner about the proposed operation.
- (b) *Upon satisfactory fulfillment of these requirements by the applicant, the Authority will request the applicant to acquire the necessary equipment and demonstrate its capability to carry out efficient services.*
- (c) **Demonstration**

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

(d) ***Issuance of A Licence***

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

5. Validity of Licence

The validity of a licence shall be for one (1) year.

IS: 9.2(a)(ii) Guidelines and Requirements for the renewal of a Ground Handling Licence

1. Renewal of Certificate of Registration

- (a) Application for renewal of Ground Handling Licence shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application must be submitted to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the expiration of the existing ground handling licence.

2. Requirements

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

- (a) Receipt of payment of five thousand United State Dollars (\$ 5000) non-refundable renewal processing fee to the Authority. (Bank Draft made payable to the Authority);
- (b) Completed processing forms;
- (c) Copy of tax clearance certificates of the company.
- (d) Current insurance policy in place;
- (e) Duly completed Personal History Statement (PHS) forms and two (2) passport photographs in respect of the principal applicant (the PHS forms are available at the Authority). The Authority will seek security clearance from the Office of National security (ONS).
- (f) List of any new key personnel (including the safety and security managers) with details of their qualifications, skills, experience etc. Copies of their curriculum vitae should be provided;
- (g) Updated operational manual containing the company's Standard Operating Procedure on the services being provided.
- (h) Copy of any new Service Level Agreements (SLAs) with the airlines;
- (i) Applicant's updated manual on Safety Management System (SMS);
- (j) Applicant's updated Security Manual Applicant's Security Manual which shall be in compliance with the National Civil Security Programme (NCASP) and showing its understanding of the relevant provisions of ICAO Annexes such as Annex 9 on Facilitation and Annex 17 on Security; and
- (k) Updated Dangerous Goods manual which should also be in accordance with ICAO Annex 18 on Safe Transportation of Dangerous Goods.

3. Additional Information

- (a) Upon satisfactory fulfillment of the statutory requirements for renewal, the expired ground handling licence shall be renewed for one (1) year.
- (b) If on the date of the expiration of the licence, an application for renewal is pending with the Authority, the expiring licence may continue in force under such terms and conditions as prescribed by the Authority. This provision shall only apply if all the required documents for renewal of the licence have been submitted to the Authority and the delay in the renewal of the licence is occasioned by a third party. However, this period shall not exceed three (3) months from the date of the expiration of the licence.

IS: 9.2(b)(i) Guidelines and Requirements for the Registration of Agents of Foreign Airlines (GSA)

1. Procedure for Application

- (a) Application for the registration as an agent of foreign airlines shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.

2. Requirements

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

3. General Requirements

- (a) The Authority shall inspect the office premises of the company at the applicant's cost (\$100) In case there is a change of address, the applicant shall notify the Authority immediately.
- (b) The applicant's operations staff shall show evidence of relevant certificates, experience, adequate knowledge and background in aviation-related matters.

4. Validity of Certificate

The validity of a certificate shall be one (1) year unless otherwise suspended, withdrawn or revoked.

IS: 9.2(b)(ii) Guidelines/Requirements for the Renewal of Certificate of Registration of Agents of Foreign Airlines

1. Renewal of Certificate of Registration

- (a) Application for renewal of an agent of foreign airlines shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorised by the applicant.

2. Requirement

The following supporting documents shall be forwarded with the application:

- (a) Returns on agent's activities in the past one (1) year, detailing amongst others, the number of flight clearances obtained and for which airlines, etc;
- (b) Receipt of payment of one hundred and one hundred and fifty United State Dollars (150) non-refundable renewal processing fee to the Authority;
- (c) Details of relevant refresher courses attended by the operations staff during the period. (The certificates obtained should be attached);
- (d) Curricula vitae of any new director and/or operations staff;
- (e) Evidence of any new agency agreement with foreign airline(s) if any; and
- (f) Duly completed renewal form SLCAA PHS (form obtainable from the Authority);

- 3. Upon satisfactory fulfillment of the statutory requirements for renewal, the expired certificate shall be renewed for a further term of one (1) year.

IS: 9.2(c) Guidelines and Requirements for Registration of Travel Agencies

1. Procedure for Application

- (a) Application for the registration as an agent of foreign airlines shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorised by the applicant.

2. Requirements

- (a) A non-refundable processing fee of Four Hundred United State Dollars (\$ 400) shall be paid to the Authority in respect of the application.
- (b) The application letter must contain the following documents:
 - (1) Name and address of applicant;
 - (2) Types of services being offered;
 - (3) Number of offices owned by the applicant/company.
- (c) The following supporting documents must be submitted to the Authority before processing of the application can commence:
 - (1) Copy of certificate of incorporation of company;
 - (2) Copy of certified true copy of memorandum and articles of association of the company with minimum share capital of one million United State Dollars (\$1,000,000).
 - (3) Curricula vitae of the Directors;
 - (4) Evidence of registration by IATA; if any

- (5) Evidence of agency appointment by airlines (if any);
- (6) Evidence of Sierra Leone Association of Travel Agents membership (SLATA)
- (7) Corporate profile in respect of all aviation related services being performed by the applicant;
- (8) Duly completed application form; and
- (9) Copy of receipt of payment of the non-refundable fee

3. General Requirements

- (a) Each applicant shall make available its office premises for inspection by officials of the Authority at the applicant's cost. (\$ 100)
- (b) Applicant must have at least two (2) full-time qualified personnel, who must have successfully completed a course in Airline Ticketing and Reservation in a recognized training institution. In addition, the personnel must have a minimum of two (2) years' work experience with an IATA agency or airline in Ticketing/Reservation. No agency personnel will be deemed qualified, if he or she has not spent a minimum of ninety (90) days with the travel agency as at the time of inspection by the Authority.

4. Additional Information

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

IS: 9.2(d)(i) Guidelines/Requirements for the Registration of Cargo Agents or Air Freight Forwarders

1. Procedure for Application

- (a) Application for registration as a cargo agent or air freight forwarder shall be made in writing to the Director General.
- (b) The application shall be signed by a person duly authorized by the applicant.

2. Requirement

- (a) A non-refundable processing fee of (\$ 250) shall be made payable to the Authority in respect of the application.
- (b) The application shall be submitted along with the following documents:
 - (1) Copy of certificate of incorporation of company;
 - (2) Copy of certified true copy of memorandum and articles of association of the company;
 - (3) Statement of Share Capital/Return of Allotment of Shares indicating a minimum authorized share capital of one million United State Dollars (1,000,000).
 - (4) Curricula vitae of the Directors;

- (5) Evidence of agreement with the airline (if any);
- (6) Evidence of membership of any relevant association(s);
- (7) Corporate profile in respect of all aviation related services being performed by the applicant-company;
- (8) Current tax clearance certificates of company and directors of the company; and
- (9) Duly completed application form (form obtainable from the Authority).

3. General Requirements

- (a) The Authority shall inspect the office and warehouse premises of the company at the applicant's cost (\$ 150). In case there is a change of address, the applicant shall notify the Authority immediately.
- (b) All personnel involved in cargo acceptance must be trained in Basic Cargo Skills and Procedures. The personnel should be competent to:
 - (1) calculate the transportation time;
 - (2) calculate chargeable weight;
 - (3) calculate relevant charges;
 - (4) complete the air waybill (AWB) correctly;
 - (5) have knowledge of conditions of carriage and airline liability;
 - (6) have basic knowledge of relevant characteristics of aircraft;
 - (7) make reference to and use relevant manuals.
 - (8) have basic knowledge of handling Dangerous Goods
- (c) The following additional requirements shall be fulfilled:
 - (1) The applicant must have at least two qualified personnel with certificates on Dangerous Goods Regulation (DGR) as appropriate (i.e. current within the validation period of 24 months).
 - (2) The applicant must submit a copy of its Dangerous Goods manual to the Authority for evaluation and approval.
 - (3) The applicant must have current copies of the ICAO Technical Instructions, (updated every 2years).
 - (4) The applicant must ensure that shipments of dangerous goods are accepted and offered for transport in accordance with the SLCARs, Part 15 and ICAO Technical Instruction for the transport of dangerous goods.
 - (5) The applicant shall have emergency response guide for all shipments.

IS: 9.2(d)(ii) Guidelines/Requirements for the Renewal of Registration of Cargo Agents or Air Freight Forwarders

1. Renewal of Certificate of Registration

- (a) Application for renewal of a cargo agent or air freight forwarder shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.

2. Requirement

The following supporting documents shall be forwarded with the application:

- (a) Returns on agent's activities in the past two (1) year, which may not be limited to the following:
 - (1) The tonnage of cargo processed, both imports and exports.
 - (2) Addresses of new offices (if any).
 - (b) Receipt of payment of non-refundable renewal processing fee to the Authority;
 - (c) Certificates of refresher courses attended by the operations staff during the period, especially in the handling of Dangerous Goods and special cargoes; and
 - (d) Curriculum vitae of any new directors of the company;
 - (e) Evidence of agency agreement with airlines in case there have been changes to the previous agreement, or there are new ones; and
 - (f) Duly completed renewal form SLCAA (form obtainable from the Authority).
- 3.** The facilities of the cargo shed shall be inspected by officers of the Authority prior to the renewal of the certificate at the cost of the agent (\$ 150)
- 4.** Provided that the cargo agent has fulfilled the above conditions and has conducted its activities satisfactorily, the certificate shall be renewed for a further term of one (1) years.

IS:9.2(e) Guidelines and Requirements for Registration of In-Flight Catering Companies

1. Procedure for Application

- (a) Application for licence as an in-flight catering company shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application shall be made to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the desired commencement of operations.

2. Requirements

- (g) The application letter for the registration of in-flight catering companies shall contain the following particulars:
 - (1) Name and address of applicant;
 - (2) Areas of in-flight catering services to be provided; and
 - (3) Proposed airport or airports where applicant intends to provide service.
- (b) The following supporting documents are required for processing of the application:
 - (1) Copy of certificate of incorporation of company;
 - (2) Copy of certified true copy of memorandum and articles of association of the company;
 - (3) Statement of Share Capital/Return of Allotment of Shares indicating a minimum authorized share capital of ten million United State Dollars (\$ 10,000,000).
 - (4) Curriculum vitae of the directors and operations staff;
 - (5) Current tax clearance of the company.
 - (6) Details of adequate and commensurate insurance policy (covering all areas of services to be provided);

- (7) Evidence of registration of the company with the National Agency for Food and Drugs Administration & Control.
- (8) Evidence of publication of the application for registration in two national daily newspapers;
- (9) Company profile, including other aviation-related services being performed by the applicant;
- (10) Payment of two hundred and fifty hundred United State Dollars (\$510,000) and (\$ 500) for dry catering) non-refundable processing fee to the Authority. (Bank Draft made payable to the Authority);
- (11) Company exposition detailing the ownership and management structure, applicant's experience in the area of the proposed services it intends to provide, name and experience of technical partners (if any) etc;
- (12) Comprehensive details of technical partner including name, address, experience, nature of partnership arrangements etc. Documentary evidence should be provided;
- (13) A copy of a detailed business plan on the operation indicating, among other things:
 - (1) Marketing analysis including market segments, target market & customers, etc
 - (2) Competitive analysis such as industry overview, nature of competition, primary competitors, competitive products/services, opportunities, threats and risks, etc;
 - (3) Marketing and Sales. These should address who the major customers will be and how they will be reached, marketing strategies to be used etc;
 - (4) Scope of applicant's operations giving comprehensive details of facilities & equipment required and their costs, management structure, staffing plan (employment plans, training and remuneration), operational procedure etc;
 - (5) List of key personnel (including the safety and security managers) with details of their qualifications, skills, experience etc. Copies of their curriculum vitae should be provided;
 - (6) Financial plan including estimated costs of setting up the business, Projected revenue, scheme of charges, profit and loss projection, cash flow projection, balance sheet projection, etc (the assumptions used for the computations should also be stated).
- (c) Operational Manual containing the company's proposed Standard Operating Procedures on the services to be rendered. This should contain details of how the operations will be conducted in accordance with international best practices. This should also contain a sample of the nature of the Service Level Agreements (SLAs) the applicant intends to have with airlines;
- (d) Applicant's Safety Management System (SMS) manual;
- (e) Applicant's Security Manual which shall be in compliance with the National Civil Security Programme (NCASP) and showing its understanding of the relevant provisions of ICAO Annexes such as Annex 9 on Facilitation and Annex 17 on Security; and
- (f) The applicant may be required to provide additional documents and information depending on the areas of services(s) it intends to provide.

3. General Requirements

- (a) The office premises of the company shall be inspected by official(s) of the Authority at the applicant's cost. (\$ 150)
- (b) The applicant's operational staff shall show evidence of relevant certificates and adequate knowledge relevant to the intended operation such as background in In-flight catering-related matters (chefs, microbiologists, quality control and janitors. e.t.c)
- (c) The applicant shall endeavour to organise refresher courses for its staff from time to time.
- (d) The applicant shall endeavour to establish offices at relevant airports.
- (e) Personal History Statement (PHS) forms shall also be obtained from the Authority with two (2) passport photographs in respect of principal applicant.
- (f) The applicant shall endeavor to develop and implement an in-flight catering security programme in line with NCASP.

4. Validity of Licence

The validity of the Licence shall be for one (1) year,

Is 9.2(f) Aviation Fuel Suppliers

1. Procedure for Application for Aviation fuel supplier

- (a) Application for Registration as an aviation fuel supplier shall be made in writing and addressed to the Director General, Sierra Leone Civil Aviation Authority
- (b) The application shall be signed by the lead promoter of the proposed business or Chief Operating/Executive Officer of the applicant company.
- (c) The application shall be submitted to the office of the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the intended date of commencement of operation.

2. Requirements

2.1 The application for Registration must contain the following initial particulars:

- (a) Name and address of applicant;
- (b) The Applicant must have been a registered company in Sierra Leone for the same purpose.
- (c) The airports/terminals where the fuel supplier operates or intends to operate;
- (d) Name and full address (es) of the technical partner(s), with copy (ies) of the relevant agreement(s);
- (e) Evidence of Certification or Licence issued by the Petroleum Regulatory Agency (PRA).
- (f) An applicant, having fulfilled other requirements, shall be required to obtain technical/quality, approval/attestation of adequate fire cover/protection from the Sierra Leone National Fire Force, prior to registration;
- (g) Evidence of Space Allocation in each airport of operation, issued by the Sierra Leone Airports Authority, or any company assignment with the management of airport operations shall be submitted to the Authority
- (h) Evidence of calibration for every year (for existing fuel suppliers)

2.2 The applicant is expected to fulfill the following requirements:

- (a) Payment of registration non-refundable processing fee as stated in the Authority fee schedule; \$ 10,000 (Ten thousand United State Dollars)

- (b) Obtain and complete a processing form and return same to the Authority with evidence of payment of the registration non-refundable processing fee;
- (c) The processing form is required to be submitted along with the following documents, and conditions:
 - (1) PRA approvals and operational Licence;
 - (2) SLAA or any airport company approvals and evidence of land allocation for airfield storage;
 - (3) Copy of Depot Agreement with SLAA;
 - (4) Copy of Engineering Drawing;
 - (5) Evidence of the required ground refueling insurance liability;
 - (6) Evidence of operational safety case;
 - (7) Provision of site-Specific Emergency Response;
 - (8) Minimum global commencement bowser fleet of three (3);
 - (9) Importation Licence or evidence of throughput arrangement with a shore/coastal depot or evidence of ownership of coastal depots;
 - (10) Evidence of possession of technically competent workforce (professional competence and training records);
 - (11) Facilities layout plans for operational depot;
 - (12) Standard and up-to-date operations manual;
 - (13) Standard and up-to-date quality Control manuals;
 - (14) Standard safety information guide for depots;
 - (15) Stringent conditionality for facilities to design in-line with recommendations for Filtration, Test Rig, spill containment, Firefighting, oil water separation.
- (d) Submit the following documents:
 - (1) Certified true copy of the company's Certificate of Incorporation;
 - (2) A certified true copy of the company's Memorandum and Article of Association;
 - (3) Statement of share capital/return of allotment of shares indicating minimum authorized share capital of not less than One Million United State (\$ 1,000,000);
 - (4) Ownership structure and list of Directors of the company;
 - (5) Copies of tax clearance certificates of the company and each of the directors;
 - (6) Evidence of source of financing the business (Financial capability to undertake the business);
 - (7) Feasibility study report detailing the proposed operations plans for each of the intended airports;
 - (8) List of key personnel responsible for the Aviation Fuel Supply services of the company; and in respect of each of the airports served by the company, with evidence of their relevant background(s), eg training certificates, licenses, curricula vitae etc.;
 - (9) Curricula vitae and evidence of relevant background(s) of each of the Directors (e.g. training certificates, licences);
 - (10) The operations facility/installations of the applicant shall be inspected by officers of SLCAA, PRA, and Standard Bureau etc. prior to issuance of the Licence. Subsequently, regular monitoring and inspections shall be carried out on the company's facilities at cost of (\$1,000)

3. Issuance of Certificate

Upon satisfaction that the applicant has demonstrated the ability to render safe and efficient service, the Authority will issue to the applicant a Certificate of Registration.

4. Validity of Certificate

- (a) The validity of the Certificate shall be for three (3) years;
- (b) Operation should be in compliance with the Aerodrome Regulations
- (c) Upon receipt of the Certificate of Registration, utilization fee of One Thousand United State Dollars (\$ 1,000) only shall be paid to the Authority annually.

5. Additional Requirements

The Authority shall inspect the office and warehouse premises of the company at the applicant's cost. (Inspection Fee is (\$1,000). In case there is a change of address, the applicant shall notify the Authority immediately.

6. Additional Information

- 6.1 On receipt of an application, the Director-General may request for additional information from the applicant as may be deemed necessary.
- 6.2 The Director-General may refuse to register any agent found to have furnished SLCAA with false information or falsified documents. A report of such service provider shall be forwarded to relevant authorities and be published in the Newspaper.
- 6.3 Notification of changes such as change of name, location, ownership, shareholding in the Company must be made known to SLCAA within 30 days.

IS:9.2(g) Guidelines and Requirements for Registration of Air Transport Training Institution

1. Procedure for Application

- (a) Application for licence as an Air Transport Training Institution shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorized by the applicant.
- (c) The application shall be made to the Director General, Sierra Leone Civil Aviation Authority (SLCAA) on or before a date not less than three (3) months to the desired commencement of operations.

2. Requirements

- (a) The application letter for the registration of Air Transport Training Institution shall contain the following particulars:
 - (1) Name and address of applicant;
 - (2) Areas of courses to be provided; and
 - (3) Proposed training sites where applicant intends to provide service.
- (b) The following supporting documents are required for processing of the application:
 - (2) A non-refundable processing fee of one hundred thousand United State Dollars (\$ 200) made payable to the Authority.
 - (3) Applicant shall obtain and fill form SLCAA and return same to the Allied Services Department of the Directorate of Air Transport Regulation.
 - (4) Copy of certificate of incorporation of company;

- (5) Copy of certified true copy of memorandum and articles of association of the company;
- (6) Statement of Share Capital/Return of Allotment of Shares indicating a minimum authorized share capital of One Hundred thousand United State Dollars (\$ 100,000).
- (7) Curriculum vitae of the directors and operations staff;
- (8) Current tax clearance for the company.
- (9) Proposed outline of courses the applicant intends to run and information/qualifications of lecturer(s) to undertake the proposed courses;
- (10) Reference manuals for the course(s);
- (11) Photocopies of the qualifications of the Director of Studies;

3. General Requirements

- (a) The office premises of the institution shall be inspected by official(s) of the Authority at the applicant's cost (\$150). In case there is a change of address, the applicant shall notify the Authority appropriately.
- (b) The applicant must have a well-qualified Director of Studies. Such qualification must be aviation related.

IS:10.1.3 Guidelines and Requirements for Registration of Travel Agencies

1. Procedure for Application

- (a) Application for the registration as an agent of foreign airlines shall be made in writing to the Director General, Sierra Leone Civil Aviation Authority (SLCAA).
- (b) The application shall be signed by a person duly authorised by the applicant.

2. Requirements

- (a) A non-refundable processing fee of ten thousand United State Dollars (\$10,000.00) shall be paid to the Authority in respect of the application.
- (b) The application letter must contain the following documents:
 - (1) Name and address of applicant;
 - (2) Types of services being offered;
 - (3) Number of offices owned by the applicant/company.
- (c) The following supporting documents must be submitted to the Authority before processing of the application can commence:
 - (2) Copy of certificate of incorporation of company;
 - (3) Copy of certified true copy of memorandum and articles of association of the company with minimum share capital of one million United State Dollars (\$ 1,000,000.00).
 - (4) Curricula vitae of the Directors;
 - (5) Evidence of registration by IATA;
 - (6) Evidence of agency appointment by airlines (if any);
 - (7) Evidence of National Association of Sierra Leonean Travel Agents (SLATA) membership;
 - (8) Corporate profile in respect of all aviation related services being performed by the applicant;
 - (9) Duly completed application form; and

(10) Copy of receipt of payment of the non-refundable fee of to the Authority.

3. General Requirements

- (a) Each applicant shall make available its office premises for inspection by officials of the Authority at the applicant’s cost. (\$ 100)
- (b) Applicant must have at least two (2) full-time qualified personnel, who must have successfully completed a course in Airline Ticketing and Reservation in a recognized training institution. In addition, the personnel must have a minimum of two (2) years work experience with an IATA agency or airline in Ticketing/Reservation. No agency personnel will be deemed qualified, if he or she has not spent a minimum of ninety (90) days with the travel agency as at the time of inspection by the Authority.

4. Additional Information

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

IS:14.2(a) ICAO and Sierra Leonean Air Transport Reporting Forms

FORMS TO BE COMPLETED BY AIRLINE OPERATORS, AIR TRANSPORT LICENCE (ATL) HOLDERS, & SERVICE PROVIDERS (FAAN & NAMA)	FREQUENCY OF SUBMISSION
<ul style="list-style-type: none"> (a) Form A: Traffic – Commercial Air Carriers (b) Form B: On – Flight Origin & Destination (c) Form C: Traffic by Flight Stage (d) Form D: Airline’s Fleet and Personnel (e) Form F: Airport Traffic (f) Form G: Airport Financial Data (g) Form L: En-route Services Traffic Statistics (h) Form SLCAA International Operations Statistical Returns (Passenger) (i) Form SLCAA International Operations Statistical Returns (Cargo) (j) Form SLCAA Airline Monthly Operations Returns 	<ul style="list-style-type: none"> Monthly Seasonal Yearly Yearly Quarterly Yearly Monthly Monthly Monthly

IS:14.2(b) ICAO and Sierra Leonean Air Transport Reporting Forms

FORMS TO BE COMPLETED BY OPERATORS WITH AIRLINE OPERATING PERMIT (AOP)	FREQUENCY OF SUBMISSION
<ul style="list-style-type: none"> i. Form A: Traffic – Commercial Air Carriers 	<ul style="list-style-type: none"> Monthly

ii. Form D: Fleet and Personnel	Yearly
iii. Form ATS 02: SLCAA Airline Monthly Operations Returns	Monthly

IS:14.2(c) ICAO and Sierra Leonean Air Transport Reporting Forms

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

I.S:15.1 Contents of Tariffs

Every tariff shall contain:

- (a) the name of the issuing air carrier and the name, title and full address of the officer or agent issuing the tariff;
- (b) the tariff number, and the title that describes the tariff contents;
- (c) the dates of publication, coming into effect and expiration of the tariff, if it is to expire on a specific date;
- (d) a description of the points or areas from and to which or between which the tariff applies;
- (e) in the case of a joint tariff, a list of all participating air carriers;
- (f) a table of contents showing the exact location where information under general headings is to be found;
- (g) an index of points from, to or between which rates apply;
- (h) a list of the airports, aerodromes or other facilities used with respect to each point shown in the tariff;
- (i) where applicable, information regarding prepayment requirements and restrictions and information regarding non-acceptance and non-delivery of cargo, unless reference is given to another tariff number in which that information is contained;
- (j) a full explanation of all abbreviations, acronyms, notes, reference marks, symbols and technical terms used in the tariff and, where a reference mark or symbol is used on a page, an explanation of it on that page or a reference thereon to the page on which the explanation is given;
- (k) the terms and conditions governing the tariff, generally, stated in such a way that it is clear as to how the terms and conditions apply to the rates named in the tariff;
- (l) any special terms and conditions that apply to a particular rate and, where the rate appears on a page, a reference on that page to the page on which those terms and conditions appear;
- (m) the terms and conditions of carriage, clearly stating the air carrier's policy in respect of at least the following matters, namely;
 - (1) the carriage of persons with disabilities,
 - (2) acceptance of children,
 - (3) passenger re-routing,

- (4) failure to operate the service or failure to operate on schedule,
- (5) refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason,
- (6) ticket reservation, cancellation, confirmation, validity and loss,
- (7) refusal to transport passengers or cargo,
- (8) method of calculation of charges not specifically set out in the tariff,
- (9) limits of liability regarding passengers and cargo,
- (10) exclusions from liability respecting passengers and cargo, and
- (11) procedures to be followed, and time limitations, respecting claims;
- (n) the rates, shown in Sierra Leonean currency, together with the names of the points from, to or between which the fares apply, arranged in a simple and systematic manner with clearly identified;
- (o) the routings related to the rates unless reference is made in the tariff to another tariff in which the routings appear; and
- (p) the official descriptive title of each type of passenger fare, together with any name or abbreviation thereof.