



For further information:  
Business Development  
London Luton Airport  
Navigation House, Airport Way  
Luton, Bedfordshire, LU2 9LY

Tel: +44 (0)1582 395 338

E-mail: [business.development@ltn.aero](mailto:business.development@ltn.aero)

## CHARGES & CONDITIONS OF USE 2009/10

## Location

- Situated just 50km (32 miles) from Central London off junction 10 M1 motorway
- Just 25 minutes by train from London St Pancras International with up to 8 services per hour

## Slots

- Slot availability
- 24 hour operation

## Catchment

- A population of over 22 million within 120 minutes drivetime
- Catchment area encompassing North London, Bedfordshire, Buckinghamshire, Cambridgeshire, Hertfordshire, the Midlands and Oxfordshire

## Facilities

- State of the art passenger facility
- Extensive choice of catering and retail establishments
- Onward Travel Centre and arrivals area
- Own bonded cargo transit shed with EU/MAFF approved Border Inspection Post
- Choice of 3 onsite car parks

## Performance

- Fast aircraft turn around times
- Short check-in to gate distances

## Partnership

- Working with both Airlines and Tour Operators to develop mutual growth
- Integral to the future of London's Air Transport Market



# NOTIFICATION

London Luton Airport (LLA) is a Schedules Facilitated Airport<sup>1</sup> (commonly known as a level 2 or SMA airport) in accordance with EU regulation 95/93 (as amended) and the current IATA Worldwide scheduling Guidelines.

Airport Coordination Limited (ACL) is the appointed schedules facilitator for LLA and will make every endeavour to meet the needs of all aircraft operators subject to the prevention of over-scheduling from impacting upon the efficient operation of the airport runway, taxiways, parking stands and terminals.

## Prior Permission to Operate

LLA operates a Prior Permission to Operate (PPO) Scheme under which all flights<sup>2</sup> are required to secure Prior Permission to Operate from ACL or, as a last resort, the London Luton Airport Operations Centre.

1. No aircraft movements shall operate to or from LLA without first obtaining prior permission to operate (PPO). PPO for all aircraft movements should be obtained from ACL and the procedure for obtaining a PPO time is set out in LLA Document PPO5.

2. Prior Permission to operate, when given, will be for an aircraft movement at a specific date and time. There is a set degree of tolerance for actual time of operation around the approved PPO time as defined in LLA Document PPO5.

Aircraft movements which do not comply, in any part, with the PPO regulations as set out in LLA Document PPO5 will result in a surcharge in accordance with the provisions set out on page 5.

Full details regarding Prior Permission to Operate (PPO) at LLA can be found in LLA Document PPO5 version 1.4, available on our website [www.londonluton.com](http://www.londonluton.com) and is listed under "Operations" in the Publications section which can be found in "About Us".

## Ground Handling Arrangements

3. No aircraft movements shall operate to or from LLA without a pre-appointed ground handling agent (see page 11 for listing).

Aircraft movements<sup>3</sup> without a pre-appointed ground handling agent will incur a surcharge in accordance with the provisions set out on page 5.

### Notes:

1. Schedules Facilitated Airport is an airport where there is potential for congestion at some periods of the day, week or year which is amenable to resolution by co-operation between air carriers.
2. Helicopter, emergency, ILS check-flight movements and landings by diverted aircraft are the sole exclusions from this Prior Permission requirement.
3. Emergency landings and landings by diverted aircraft are the sole exclusions from this pre-appointed Handling Agent requirement.

# CONTENTS

- 1 Airport Charges
- 2 Terms & Conditions of Use

This brochure has been produced to give detailed information on the conditions of use for London Luton Airport and the levels of aeronautical charges, effective from 1st April 2009 and are correct at time of publication.

# 1 AIRPORT CHARGES

## Passenger Charges (PLS)

Charged per departing passenger<sup>1</sup>

	At All Times
Domestic	£6.03
International	£8.06
Fixed Base Operator (FBO) <sup>2</sup>	50% of applicable PLS charge

## Security Surcharge

Charged at all times for all passengers £1.00 per departing passenger

The security price reflects the current resource allocation and will be subject to change at the discretion of the Managing Director.

## Landing Fees (Chapter 3 & 4 Jet and all Prop Aircraft)

Charge per tonne, based on the authorised maximum take-off weight (MTOW)

Base Charge	£115.28	per landing
Plus	£1.70	per tonne
Minimum	£164.58	per landing

Jet aircraft below Chapter 3 are subject to a 100% surcharge

## Navigation Service Charges (Chapter 3 & 4 Jet and all Prop Aircraft)

Charges per Landing (or per Approach without Landing) based on aircraft MTOW

	£1.55	per tonne
Minimum	£44.95	per approach

Jet aircraft below Chapter 3 are subject to a 100% surcharge

Navigation services are contracted out to National Air Traffic Services (NATS). Should outsource costs increase at any time, LLA reserves the right to pass such costs on without prior notification.

## Night Operating Charge (2300 - 0600 Local)

Charges per Landing or Departure based on aircraft MTOW

Base Charge	£66.34	per movement
Plus	£1.29	per tonne
Minimum Charge	£103.75	per movement

Notes:

- Children under two years of age are exempt from passenger charges.
- FBO traffic = Aircraft movements or passengers handled by an FBO.
- Excludes periods when the aircraft is in leased areas such as hangars.

## Prior Permission to Operate and Ground Handling

The following surcharges shall apply in respect of each aircraft movement

- without a pre-approved PPO time from ACL
- operating outside the tolerance permitted around a pre-approved PPO time
- without a pre-appointed Ground Handling Agent

in accordance with the requirements notified on page 3

1st occurrence by an aircraft operator	£5,000
2nd occurrence by the same aircraft operator	£7,500
each subsequent occurrence by the same aircraft operator	£10,000

Administrative charge for the booking of a PPO time by the LLA Operations Centre.	£100.00
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## Aircraft Parking

Charge per tonne, based on aircraft MTOW<sup>3</sup>

First 15 minutes from time of landing	Free
After 15 Minutes	£ per tonne
Lower Charge each further minute or part	0.0111
Standard Charge each further minute or part	0.0139
Higher Charge each further minute or part	0.0279
After 2 Hours	£ per tonne
Lower Charge each further minute or part	0.0111
Standard Charge each further minute or part	0.0139
Higher Charge each further minute or part	0.0557
After 12 Hours	£ per tonne
Lower Charge each further minute or part	0.0223
Standard Charge each further minute or part	0.0279
Higher Charge each further minute or part	0.0557
After 24 Hours	£ per tonne
Lower Charge each further minute or part	0.0279
Standard Charge each further minute or part	0.0557
Higher Charge each further minute or part	0.0557
After 48 Hours	£ per tonne
Lower Charge each further minute or part	0.0557
Standard Charge each further minute or part	0.0557
Higher Charge each further minute or part	0.0557

Lower Charges apply to Stands designated as Remote Stands  
Standard Charges apply to Stands designated as Contact Stands  
Higher Charges apply to all FBO handled aircraft regardless of stand used.

### Operations Safety Instruction - Ad-hoc use without request

Where stands are used without a formal request being made to LLA and subsequent approval being granted by LLA, either for parking of aircraft or other equipment, charges will apply equivalent to the tariff rate applicable to the largest regular aircraft type at LLA, currently an Airbus A300-600 (AB6).

### Diverted Flights

Landing Fees	double the applicable tariff charge
Navigation Service Charges	double the applicable tariff charge
Aircraft Parking	double the applicable tariff charge

### Diverted Commercial Flights

Per arriving passenger deplaned from a diverted commercial flight	£8.06
Departing passengers boarded onto diverted aircraft will be charged as per the standard tariff.	

### Diverted Non-Commercial Flights using Passenger Terminal

Per arriving passenger deplaned from a diverted non-commercial flight	£4.03
Departing passengers boarded onto diverted aircraft will be charged as per the standard tariff.	

### Stand De-icing/Anti-icing Cost

For all de-icing/anti-icing please contact the Operations Centre.	
Minimum Charge	£1,000.00

### Baggage Handling

Baggage Handling at LLA is undertaken by authorised Handling Agents. Please contact the Agents direct using the details given in Section 4 of this booklet.

### Baggage Access Charge<sup>4</sup>

Per departing passenger, charged at all times for all passengers (subject to a minimum charge reflecting 25% of the aircraft's capacity).	£0.52
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The baggage access charge reflects the current resource allocation and will be subject to change at the discretion of the Managing Director.

### Persons Reduced Mobility Charge (PRM Levy)

Charged per departing passenger.	£0.189
In accordance with legislation for the provision of services to assist disabled persons and persons of reduced mobility.	

Notes:

4. Charged through the respective Handling Agent.

### Noise Limit Violations

A surcharge of between 300% and 600% of the combined Landing and Navigation Service Charge will be applied in respect of any landing prior to a take-off on which noise limits, as set out below, are exceeded.

For Day Flights	0600 - 2259 Local Time	(Monday to Saturday)
	0700 - 2259 Local Time	(Sunday)
	Above 94 dB(A)	400% surcharge
For Night Flights	2300 - 0559 Local Time	(Monday to Saturday)
	2300 - 0659 Local Time	(Sunday)
	85 - 88 dB(A)	300% surcharge
	89 - 92 dB(A)	500% surcharge
	Above 92 dB(A)	600% surcharge

### NOx Levy - Commenced 01 January 2009

A NOx Levy applies to all departing aircraft where the Engine NOx Emission exceeds 400 grammes per passenger or per 100kgs cargo.

“Engine NOx Emission” means the figure expressed in grammes for emissions of Oxides of Nitrogen for the relevant engine derived from the ICAO landing and take-off (LTO) cycle as set out in ICAO Annex 16 Volume II published in Document 9646 AN1943 (1995) as amended. This data can be accessed at:

[www.caa.co.uk/default.aspx?categoryid=702&pagetype=90](http://www.caa.co.uk/default.aspx?categoryid=702&pagetype=90)

In the case of non-jet aircraft engines the Engine NOx Emission shall be the figure provided by the engine manufacturer or if no such figure is provided then as provided in the table below.

Aircraft (thrust)	grammes NOx per engine (LTO)
Piston	48
All Helicopters up to 4,000kg MTOW	485
All Helicopters over 4,000kg MTOW	845
Jet	454
Turbo Props	845

In the absence of any of the above sources being available then the Engine NOx Emission shall be that which LLA may reasonably determine.

For passenger aircraft the NOx Levy is calculated as follows: the relevant Engine NOx Emission is multiplied by the number of engines and the resulting figure is divided by the number of departing passengers; aircraft will be charged at £0.005 per gramme of Engine NOx Emission above 400 grammes per passenger.

A NOx Levy also applies to empty and positioning aircraft at a rate of £1.10 per kilogramme of Engine NOx Emission.

The Company may request Engine NOx Emissions levels from the Operator. Where the Operator, or its handling agent, fails to provide the information or it is unavailable, the Company shall be entitled to assess the NOx Levy payable by the Operator by reference to the maximum Engine NOx Emission of the aircraft type.

### Training Flights

For approaches without landing but involving use of Air Traffic Control equipment, Nav aids or Lighting, the Navigation Service Charge (see page 5) will be applicable.

### Technical Washes

	Per Wash
Authorised Technical Washes	£107.00
Unauthorised Technical Washes	£535.00

### Use of Engine Run-up Bay

A charge of £250.00 will be made for the first half-hour of use, then £150.00 for each subsequent 15 minutes or part thereof.

For night usage (2300 - 0600 Local Time) a 75% surcharge will apply.

### Spillage of Contaminants

LLA will seek to recover all costs associated with any spillage within the airport boundary. This cost may include a penalty surcharge for persistent spillages or poor operator procedures. An additional charge of £5,000 will also be applied to spillages that are not reported in accordance with the correct airport reporting procedures by the relevant operator.

### Vehicle Impounding Charge

LLA will seek to recover all costs associated with any vehicle tow away.

Minimum charge	£160.00 + VAT
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### Security ID Passes

1st issue for a Restricted Zone (RZ) or Controlled Zone (CZ) Pass	£47.00
1st issue for a Crew Pass	£47.00
1st issue for a Landside Pass	£24.00
Airside Driving Permit (ADP)	£7.50
Movement Area Driving Permit (MADP)	£7.50
Tools Of The Trade Permit	£7.50
Airport Travelcard	£7.50
Lost/stolen Airport Travelcard	£7.50
(replacement cost for 2nd, 3rd time loss, will rise incrementally by £7.50 per time)	
All pass renewals	£24.00
Damaged Pass	£24.00
Amend text on pass	£11.00
Lost/stolen pass	£59.00
(replacement cost for 2nd, 3rd time loss, will rise incrementally by £59.00 per time)	

### Visitor Security ID Passes

1 - 60 Day Visitor Pass	£11.00
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### Airside Vehicle Permit (AVP)

Specified Company - Liveried Vehicles Annual Charges:

First vehicle	£318.00
Each vehicle thereafter	£66.00
Replacement of lost AVP (per permit)	£66.00
Unspecified vehicles - per contractor	£306.00
Trailers	£42.00
Replacement of lost trailer AVP (per permit)	£42.00

### Work permits

Issue of Work Permits for Tenants/Occupants	£65.00
Any works conducted without permit	£1060.00

LLA will seek to recover all costs resultant from any damages caused.

### Aviation Security Services

Access control services and other ad hoc aviation security services, including aviation security training (up to DfT level 2) may be provided on request.

London Luton Airport Security Department is listed as a DfT accredited provider of the National X-Ray Competency Test for X-Ray Screeners. This service is available at a cost of £65.00 per individual tested.

### Staff Hire Resource Charge<sup>5</sup>

Charged per hour or part thereof:

Director	£268.00
Manager	£124.00
Supervisor	£80.00
Other Staff	£54.00

### Use of Equipment

Charged per hour or part thereof, unless otherwise stated:

Small Fork-Lift with Driver	£55.00
Medium Fork-Lift with Driver	£60.00
Large Fork-Lift with Driver	£115.00
Coach with Driver (per one-way trip between Terminal and Aircraft)	£120.00

### Staff Car Parking

Annual charge per vehicle / LLA ID card<sup>6</sup> (non-transferable):

Terminal Car Park	£585.00
Car Park A South (adjacent to easyLand)	£380.00
Car Park B	£280.00
Replacement cost for lost/damaged passes	£30.00

### Notes:

5. Marshalling of aircraft will be charged at the Supervisor rate.
6. Subject to spaces being available and appropriate authorisation. LLA reserves the right to relocate, withdraw and/or limit staff car parking pass allocation as deemed necessary. Terms and conditions are available on application.

## CARGO CENTRE CHARGES

Charges are based upon the chargeable weight of the consignment and are levied for the processing, handling and warehousing for outbound/inbound freight, where payment is the responsibility of the shipper, or appointed agent of the carrier, or operator.

In all instances, a copy of the Cargo Manifest and AWB(s) must be lodged with the Cargo Centre (contact details are given in Section 4 of this booklet) prior to processing. LLA reserves the right to refuse processing in the absence of such documentation.

Charges are subject to variation if additional work or expense is incurred. Imports may be subject to H M Customs duty, excise and/or VAT.

### Export Charges<sup>1</sup>

#### Processing and Handling

Loose		£0.075	per kg	£16.50 min per AWB
Unitised/Palletised <sup>1</sup>	ULD types 1-6	£37.00	per ULD	
	ULD types 7-9	£19.00	per ULD	

#### Amendment to AWB (at request of shipper, agent or carrier)

Pre flight	£33.00
Post flight	£66.00

#### Dangerous Goods Check (per declaration)

Up to 10 UN numbers	£30.00	min
For each additional UN number	£1.00	
For each additional piece over 10	£1.00	per piece

#### Processing of Unknown Cargo into "Known" Cargo (including X-ray scanning)

All cargo	£0.065	per kg	£10.0 min per AWB
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#### Storage Charges (air freight only)

First 48hrs	Free		
Thereafter per day (or part thereof)	£0.065	per kg	£10.00 min per consignment

## Import Charges

#### Processing and Handling

Loose	£0.11	per kg	£28.00 min per AWB
Unitised/Palletised <sup>1</sup>	£0.075	per kg	£28.00 min per AWB

#### Transhipments

Inter-Airports & Inter-Bond/ERT removals:

Loose	£0.075	per kg	£28.00 min per AWB
Unitised/Palletised <sup>2</sup>	£0.045	per kg	£28.00 min per AWB

#### Storage Charges (air freight only)

First 48hrs	Free		
Thereafter per day (or part thereof) <sup>3</sup>	£0.060	per kg	£10.00 min per consignment

Personal effects free storage for up to 96 hrs, thereafter standard rates apply

#### Notes:

1. Export of Commercial Cargo, per 100kgs or part thereof, free period of 48 hours, starting at 23:59 hours on the day the consignment is received.
2. If units have to be broken down and repacked, loose rates apply.
3. Import of Commercial Cargo, per 100kgs or part thereof, free period of 48 hours, starting at 23:59 hours on the day ST1 is set. Please note: Import consignments cleared and delivered split, or received as a part shipment will have storage charges applied to each part with the appropriate minimum applied.

## Other Cargo Charges

### Livestock

ABS input:			
For inter EU movements	£13.50	per AWB	(Import & Export)
For other movements	£17.50	per AWB	plus £5.00 per HAWB (Export only)
BIP Charges per Horse:			
For inter EU movements	Free	(subject to prior notice)	(Import & Export)

For all other animals, to be agreed by prior arrangement.

### Air Waybill Preparation and Presentation

Domestic	£12.00
International	£12.00

### Preparation and/or Completion of Customs Formalities

Low value, Not Stat, Transhipments	£15.00
Other: Presentation of Documentation (NES) Upon request	£15.00

### Processing and Labelling

Rate	£1.10	per item
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### Duplicate Issue of Movement Certificate

Fixed fee	£25.00
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### Special Handling (where requested)

Fixed fee	£115.00
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### Post Flight Information, phone/fax per flight

Rate	£2.50	per communication
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### Imported Aircraft (not requiring handling)

Rate	£0.0016	per kg	£16.00 min £55.00 max
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### Charges Collect Fee

5% of freight charges	£12.00	min
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NB: Cargo received under charges collect will only be released on receipt of payment in advance of the freight charges and charges collect fee.

## GENERAL INFORMATION

### Credit Card Payments

All AMEX payments will incur a 3.5% processing charge and all Visa/Mastercard payments will incur a 2.5% processing charge, both of which are subject to a £5.00 minimum.

### Value Added Tax

Value Added Tax is payable at the standard rate applicable where defined in Notices 741 and 744, published by H M Customs and Excise.

### Credit Facilities

Credit facilities will only be extended to those operators where prior approval has been granted.

Where credit facilities have not been granted in advance of use of LLA, Operators must arrange payment of all fees prior to departure. Operators are advised to contact Accounting Enquiries (details given in Section 4) at the earliest possible opportunity, to ensure the confirmed receipt of funds before aircraft departure, or close of banking business on the day, whichever is the sooner.

### Variation of Charges

LLA has authority to vary these charges as and when required, without prior notice.

### British Summer Time

British Summer Time is from the last Sunday in March until the last Saturday in October of the same year.

### Time Scale for Receiving & Processing Invoices

Must be within current financial year.

## CONTACT DETAILS

### London Luton Airport Operations Ltd (LLA)

#### Company Address

Navigation House  
Airport Way  
Luton  
Bedfordshire  
LU2 9LY  
United Kingdom

General Enquiries +44 (0)1582 405100  
Business Development - Airlines +44 (0)1582 395338  
Business Development - Cargo +44 (0)1582 395398  
Accounting Enquiries +44 (0)1582 395325

Cargo Centre Operations +44 (0)1582 395231  
Property & Estates +44 (0)1582 395303  
Operations Centre +44 (0)1582 395087/092  
+44 (0)1582 395525/089

Website [www.london-luton.com](http://www.london-luton.com)  
E-mail [business.development@ltn.aero](mailto:business.development@ltn.aero)

#### Schedules Facilitation

Airport Coordination Ltd (ACL) +44 (0)20 8564 0614

#### Air Traffic

National Air Traffic Services +44 (0)1582 395230/5378

#### Handling Agents

Aviance +44 (0)1582 700105  
Servisair +44 (0)1582 423403  
Menzies +44 (0)1582 525856

#### Aircraft Maintenance

Monarch Aircraft Engineering +44 (0)1582 424211  
Thomson Airways +44 (0)1582 424155

#### Business Aviation (FBO Services)

Harrods Aviation +44 (0)1582 589317/318  
Signature Flight Support +44 (0)1582 724182  
Ocean Sky (from 01.04.09) TBC

#### Fuelling

Esso +44 (0)1582 402161  
Shell +44 (0)1582 722244

#### Flight Catering

Alpha Flight Services +44 (0)1582 737411  
City Net +44 (0)1582 698700  
Thinking Food +44 (0)1582 415664

#### Aircraft Cleaning

Jet Air Cleaning +44 (0)1582 721883  
International Cleaning Services (ICS) +44 (0)1582 411722  
International Airline Services (IAS) +44 (0)1582 725492

#### Bonded Store

Alpha Flight Services +44 (0)1582 737411  
City Net +44 (0)1582 698700

#### General Sales Agents (Cargo)

Airline Cargo Management (ACM) +44 (0)1753 686852  
ACCS +44 (0)1582 456700  
Advanced Cargo Systems +44 (0)1582 486611  
Airline Handling Limited +44 (0)20 8759 7700  
ANA +44 (0)20 8751 9754  
Omni Airline Services +44 (0)20 8587 9600  
SDV Bernard Ltd +44 (0)1582 730217

#### Hotels (On site)

Express by Holiday Inn +44 (0)1582 589100  
Hotel Ibis +44 (0)1582 424488

## 2 TERMS & CONDITIONS OF USE

### NOTIFICATION

London Luton Airport ("LLA") is operated under the control of the board of directors of London Luton Airport Operations Limited, a company registered in England and Wales under registration number 03491213 whose registered office address is Britannia House, Frank Lester Way, London Luton Airport, Luton, Beds LU2 9NQ.

#### 1. Definitions and Interpretation

##### 1.1. Definition of Terms

"Airport" means all land and buildings within the boundaries of LLA

"Airport Operations Centre" means the operations centre at the Airport details of which are contained in Section 1

"Aircraft" means any aircraft using the Airport

"Cargo" means any goods carried on any Aircraft whether for reward or not, including Operator (or other) stores and engineering spares

"Charges" means the charges and amounts payable by the Operator in respect of any use of the Airport as set out in Section 1 and such other amounts as are, or may become, payable under these Conditions of Use

"Company" means London Luton Airport Operations Limited, a subsidiary of TBI plc

"Conditions of Use" means the terms and conditions set out in this Section 2, as varied from time to time

"Flight" has the same meaning given to it as in the Air Navigation Order 2005

"Handling Agent" means the handling agents licensed to provide services at the Airport as listed in Section 1

"Managing Director" means the Managing Director of the Company or his nominated deputy

"MTOW" means, in relation to an Aircraft, the maximum total weight of the Aircraft and its contents at which the Aircraft may take off in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Airworthiness for the time being in force in respect of the Aircraft; however, if that Certificate of Airworthiness indicates a maximum total weight at which the Aircraft may taxi, that weight shall be taken to be the maximum take off weight

"Operator" in relation to any Aircraft means the owner of the Aircraft or any person who is for the time being responsible for the control of, or is otherwise responsible for the operation of, the Aircraft

"Passenger" means any person carried on an Aircraft with the exception of the flight crew and cabin staff operating the Flight

"Schedules Facilitated Airport" means an airport where there is potential for congestion at some periods of the day, week or year which is amenable to resolution by co-operation between air carriers

"TBI Group Company" means TBI plc and its subsidiaries from time to time (and, where the context permits, any one of those companies)

"TBI Group Airport" means any airport owned, operated or managed by a TBI Group Company.

1.2. Headings are for ease of reference only and do not affect the interpretation of these Conditions of Use.

1.3. These Conditions of Use shall apply to all use of the Airport by the Operator and by using the Airport the Operator is deemed to have accepted these Conditions of Use in full.

1.4. References to any statute, statutory instrument, regulation, by-law or other requirement of the laws of England and Wales is to be construed as a reference to that statute or statutory instrument, regulation, by-law or other requirement of the laws of England and Wales as the same may have been, or may from time to time be, amended or re-enacted.

1.5. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

## 2. Charges and Payments

- 2.1. The Operator shall pay to the Company the appropriate Charges as may from time to time be determined by the Company (at its sole discretion) for the taking off, landing, parking or housing of Aircraft or such other supplies, services or facilities as may be provided to the Operator or to the relevant Aircraft by or on behalf of the Company.
- 2.2. All Charges shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport, whether a demand has been made or not unless some other arrangement has been agreed in writing between the Operator and the Company.
- 2.3. The Company may, at its sole discretion, permit the Operator to pay the Charges:
  - 2.3.1. subject to the credit facilities conditions set out in Clause 3; or
  - 2.3.2. in accordance with terms for payment included in the invoice for the Charges as rendered by the Company to the Operator, provided that if the Operator fails to make any payment in accordance with the credit facilities conditions or the terms of any such invoice, or if the Operator or any other person commences any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the Charges, all such Charges shall become immediately due and payable.
- 2.4. The Company may, in addition to the sums payable under Clause 2.1, charge interest on all such sums if the Operator fails to pay the Charges either:
  - 2.4.1. prior to leaving the Airport; or
  - 2.4.2. in accordance with the credit facilities conditions set out in Clause 3; or
  - 2.4.3. in accordance with the terms for payment included in any invoice submitted by the Company to the Operator; or
  - 2.4.4. on the date that any Charges became immediately payable under the proviso to Clause 2.3 as the case may be and such interest shall be calculated from the date upon which the Charges to which it relates were incurred until the date of payment of the outstanding Charges (both dates inclusive) at the base rate of the Company's bank for each day that such interest is payable plus 4 per cent and such interest shall be paid at the same time as the outstanding Charges to which it relates.
- 2.5. The Operator shall be liable for all bank charges, credit card service charges and other charges levied on its transactions when making payments to the Company in respect of all Charges arising as a result of its use of the Airport. Payments shall be made without deduction and, if necessary, should be grossed up so that the full amount is remitted to the Company. Further, if the applicable law requires any taxes to be deducted before payment, the amount shall be increased so that the payment made will equal the amount due to the Company as if no such taxes had been imposed.
- 2.6. Notwithstanding an Operator ceasing to be the Operator of an Aircraft, it shall remain liable for payment of all Charges incurred as a result of the use of the Airport by that Aircraft, until such time as some other person or entity becomes the Operator of that Aircraft and pays all outstanding Charges relating thereto.
- 2.7. Neither the Company nor any other TBI Group Company shall be liable for and there shall be no reduction or exemption from any Charges by reason of the unavailability of any service, assistance or any other facilities at the Airport due to circumstances beyond its reasonable control (force majeure) including and without limitation; fire, explosion, flood, Act of God, acts of any governmental or supra-national authority, war, national emergency, riots, civil commotion, epidemic, acts of terrorism, labour disputes, strikes or lock-outs between a party and its employees, adverse weather conditions, air traffic control restrictions or availability, runway incident, mechanical failure and the exceptional diversion or landing of aircraft at the Airport, for example by reason of bad weather or traffic congestion.
- 2.8. The Company reserves the right to make additional Charges which shall be payable by the Operator in respect of Passengers and Aircraft landing at and departing from the Airport in the event that the Company incurs or becomes subject to additional expense due to new or additional requirements being introduced by any national, European or international governmental or regulatory body or due to charges being directly levied by such a body or in the event of significant and unforeseen increases in the operating costs of the Company or any other TBI Group Company.
- 2.9. The Operator shall not without the express written consent of the Company be entitled in respect of any claim the Operator may have against the Company or any other TBI Group Company (or otherwise) to make any set off against or deduction from any Charges provided for in these Conditions of Use. The Operator must pay all Charges in full pending resolution of any such claim.
- 2.10. Payment of all Charges under these Conditions of Use shall be subject to the following general conditions:
  - 2.10.1. All Charges payable to the Company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
  - 2.10.2. All AMEX payments will incur a 3.5% processing charge and all Visa / Mastercard payments will incur a 2.5% processing charge, both of which are subject to a £5.00 minimum.

2.10.3. Credit facilities will only be extended to those operators where prior approval has been granted in accordance with the provisions of Clause 3. Where credit facilities have not been granted in advance of use of the Airport, Operators must arrange payment of all fees prior to departure. Operators are advised to contact Accounting Enquiries (see contact details in Section 1) at the earliest possible opportunity to ensure the confirmed receipt of funds before departure of any Aircraft, or close of banking business on the day, whichever is the sooner.

2.10.4. The Company reserves the right to vary the Charges at any time without prior notice.

### **3. Credit Facilities**

3.1. Requests for the granting of credit facilities must be made in advance to the Finance Department of the Company and any decision to grant such facilities is at the Company's absolute discretion. Operators are advised to make credit requests at the earliest possible opportunity and in any event before Flights by the Operator commence. The making of a credit application does not imply that such facilities will be immediately available. Applicants will be advised in writing if the application has been approved and until such time, any Charges become due for payment at the time they are incurred.

3.2. Unless other arrangements have been made, the standard terms for payment are within 14 days of invoice date.

3.3. The Company reserves the right to require payment of a deposit or the giving of a bank guarantee from the Operator. Such a deposit or bank guarantee shall be such a sum as the Managing Director shall deem appropriate at its absolute discretion. Any deposit paid to the Company, or the balance then remaining, shall be refunded to the Operator when 12 months of continuous service has been completed in respect of scheduled services in accordance with these Conditions of Use or at the end of the charter season or when the Operator ceases to operate any Flights from the Airport (whichever shall first occur), subject to the right of the Company (which is hereby reserved) to set off against any such deposit any appropriate Charges that have not been settled in accordance with the provisions of these Conditions of Use. Should payment of any Charges not be made within the credit period, or the volume of Charges prove to be higher than anticipated, the Company will require an additional amount of deposit to be paid, or a revised bank guarantee given, failing which the Company reserves the right to withdraw credit facilities with immediate effect.

3.4. The invoicing address shall be that supplied by the Operator at the time of requesting credit facilities and the Company's obligations in this respect will be deemed to have been satisfied provided the invoices are addressed in accordance with the information supplied. It is the responsibility of the Operator, therefore, to provide details of any new address in writing to the Company as necessary.

3.5. If payments are not made within the agreed timescale, credit facilities may be withdrawn without prior notice and action may be commenced to recover the sums

due immediately thereafter. In this respect Operators are to be aware of the provisions of Section 88 of the Civil Aviation Act 1982 and Clause 5 of these Conditions of Use regarding the recovery of Charges.

3.6. In the event of an Operator having a valid query on an invoice, or part of an invoice, the query should be raised within the payment timescales. If not resolved within the timescales for payment of the invoice the Operator shall not be entitled to deduct from the payment the amount relevant to the query.

3.7. The Company reserves the right at any time and for whatever reason upon giving notice to the Operator to vary the conditions or to cancel the credit facilities. If credit facilities are withdrawn, all monies then outstanding shall become immediately due and payable.

3.8. The Company reserves the right to request a renewal of the credit application annually.

3.9. Credit facilities will lapse should the Operator not use the Airport during the previous 12 months.

### **4. Operations**

#### **4.1. General**

4.1.1. The Airport is a Schedules Facilitated Airport (commonly known as a level 2 or SMA airport) in accordance with the EU Regulation 95/93 (as amended) and the current IATA Worldwide Scheduling Guidelines.

4.1.2. No Operator shall operate to or from the Airport without prior permission. Each Operator must provide complete and accurate details of their planned schedule, in advance, to Airport Co-ordination Limited ("ACL"). Messages to ACL should ideally be in electronic format and conform to IATA messaging and communications standards. To avoid congestion in peak periods ACL may request Operators to make adjustments to their schedules.

4.1.3. Outside of ACL's normal working hours the Operator and Handling Agents with Online Coordination System ("OCS") accounts will be able to obtain prior permission for their own operations using this system. Operators without OCS accounts will need to contact their Handling Agent in the first instance or the Airport Operations Centre. A charge will be levied by the Airport Operators Centre for inputting ACL data on behalf of the Operator.

4.1.4. In the event that the Operator fails to obtain prior permission in accordance with Clauses 4.1.2 or 4.1.3, the Company reserves the right to treble the applicable tariff for landing, navigation, and parking for all Flights operated without such prior permission, as set out in Section 1.

4.1.5. The use of the Airport is subject to:

4.1.5.1. Local flying procedures as published from time to time in the AGA Section of the United Kingdom Air Pilot and NOTAMS, the Company's Aerodrome Manual, the Air Navigation Order 2005 and all applicable statutory and other legal requirements.

4.1.5.2. Any orders, instructions or directions published from time to time by the Managing Director whether in writing or otherwise.

4.1.6. In addition to Clause 4.1.5 above, the use of the Airport by the Operator is subject to the conditions set out in this section:

4.1.6.1. If in the opinion of the Company an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the Company may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots, such measures may include the Company prohibiting the Operator or particular services of the Operator from the Airport for a fixed period of time.

4.1.6.2. Operators which operate during the IATA winter season must have a de-icing contract in place with a licensed supplier. Details of de-icing suppliers can be obtained from the Company.

4.1.6.3. All Operators must have a basic aircraft maintenance contract in place prior to the commencement of operations.

4.1.6.4. All Operators must have in place adequate emergency orders and aircraft recovery arrangements, copies of which must be lodged with the Company prior to the commencement of operations.

4.2. Information Requirements

4.2.1. Before commencing operations at the Airport the Operator should provide contact details to the Airport Operation Centre. The Operator is responsible for ensuring that the Airport Operations Centre is made aware of any changes to such contact details.

4.2.2. The Operator or its Handling Agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the movements of its Aircraft at the Airport by 1000 hours on the day following each of those movements, including Aircraft registration, information about the number of terminal and transit Passengers, the volume of Cargo and mail embarked and disembarked at the Airport, and the origin and destination of all Passengers, Cargo and mail.

4.2.3. The Operator or its Handling Agent shall also furnish on demand, in such form as the Company may from time to time determine, details of the MTOW in respect of each Aircraft owned or operated by the Operator and of the seating capacity of such Aircraft.

4.2.4. The Operator or its Handling Agent shall also furnish without delay details of any changes in the MTOW or the maximum seating capacity in respect of any Aircraft of which it is an Operator.

4.2.5. Where the Operator or its Handling Agent fails to provide any information required by this Clause 4 within the relevant stipulated period, the Company shall be entitled to assess the Charges payable hereunder by the Operator by reference to the MTOW and the maximum passenger capacity of the Aircraft type. The Operator shall pay the re-calculated Charges as assessed by the Company.

4.2.6. The Operator or its Handling Agent shall furnish to the Company, within 21 days of a written request made by the Company, copies of Aircraft load sheets to enable verification of all details with respect to the Passengers carried on any or all Flights departing from the Airport during a specific period. This provision shall also apply to the furnishing of copies of extracts from Aircraft flight manuals to enable verification of Aircraft weight and noise characteristics. The Operator shall, following a request in writing made by the Company, produce for inspection by any person duly authorised in writing by the Company, the original copies of such documents.

4.2.7. The Company may request information relating to Engine NOx Emissions levels of its Aircraft from the Operator. Where the Operator, or its Handling Agent, fails to provide the information, or it is unavailable, the Company shall be entitled to assess the NOx Levy (as set out in Section 1) payable by the Operator by reference to the maximum Engine NOx Emission of the Aircraft type.

4.2.8. The Operator of an Aircraft shall provide promptly when requested to do so by the Company a copy of the aircraft noise certificate (or other documentation acceptable to the Company) relevant to the legislation of the State of Registry of the Aircraft, or where there is no such legislation, to the International Civil Aviation Organisation Annex 16.

4.3. Ground Handling

4.3.1. Mandatory handling is declared for all Aircraft. Operators must have a ground handling contract in place with a Handling Agent before the commencement of operations.

4.3.2. Only Handling Agents licensed by the Company to its required standards are permitted to operate at the Airport.

4.3.3. The Company reserves the right to limit the number of providers of ground handling services in accordance with The Airports (Groundhandling) (Amendment) Regulations 1998. No such service may be provided by the Operator or any third party on its behalf other than with the prior written permission of the Managing Director, such permission to be at the Managing Director's absolute discretion.

4.3.4. The Operator or its appointed Handling Agent is to ensure that adequate ground handling equipment and personnel holding the appropriate licences are available to ensure that the Operator's Aircraft can be moved at any time if so requested by the Company. Such request will normally be made verbally as part of day to day operations but at any time the Company may make a formal request for any Aircraft to be moved, such formal requests being satisfied by a letter delivered to the appointed Handling Agent or transmitted by facsimile similarly addressed. In the absence of any appointed Handling Agent, such notice will be addressed to the Operator.

4.3.5. Once a formal request has been made as indicated in Clause 4.3.4 Aircraft Parking Charges as set out in Section 1 will accrue from the time specified in the request at a rate of ten times the applicable parking Charge until such time as the Operator or its appointed Handling Agent has satisfied the request to move the Aircraft.

4.3.6. The employment of a Handling Agent will not absolve the Operator from any liability under these Conditions of Use. Neither the Company nor its servants or agents shall be liable for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the activities of the Operator's appointed Handling Agent.

4.3.8. The European Parliament and the Council of the European Union have issued a regulation setting out the rights of disabled persons and persons with reduced mobility when travelling by air. EC No 1107/2006 (the "PRM Regulation") covers all aspects of the provision of assistance and will ensure that disabled persons and persons with reduced mobility have opportunities for air travel comparable to those of other citizens. The Company is complying with the PRM Regulation by employing a contractor which will be responsible for providing services to assist disabled persons and persons with reduced mobility. The Operator or its Handling Agent shall provide to this contractor (within the notice period set out in the contractor's service level agreement) details of arriving or departing Passengers who will require the contractor's assistance.

#### 4.4. Health and Safety

4.4.1. Operators are required to provide demonstrable evidence of compliance with all prevailing Health and Safety legislation. This includes, inter alia, -

4.4.1.1. A company policy document on health and safety with regard to operations and activities conducted in common workplace areas. This includes leased facilities in the terminal building, departure lounges and apron areas.

4.4.1.2. An organisational structure which clearly shows the roles and responsibilities of the Operator's managers in the performance of health and safety.

4.4.1.3. Method statements for the performance of operations and activities in common

areas. This is required whether or not activities have been sub-contracted to a third party.

4.4.1.4. Risk assessments for the above, clearly showing a numerical method of assessing risk for each activity, control measures applied and a process for review.

4.4.1.5. Procedure for the monitoring and auditing of the above.

#### 4.5. Incidents

When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence the removal, rescue or salvage of the Aircraft and in default the Company reserves the right to remove, rescue or salvage the Aircraft at its discretion, and the Operator hereby indemnifies the Company or its agents against all damage, claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove, rescue or salvage the Aircraft and undertakes to pay the Company any resultant costs, damages or losses (consequential or otherwise) relating thereto.

#### 4.6. Parking

With the exception of land subject to a lease granted by the Company, the parking of any Aircraft on or at the Airport will take place under the control of, and at the discretion of, the Company having regard to operational commitments at the time. The Company reserves the right to require any Aircraft to be parked in any appropriate place, which may not necessarily be a predetermined parking stand, and the Charges will apply wheresoever the Aircraft parks on or at the Airport.

### 5. Aircraft Detention

5.1. Without prejudice to its statutory rights pursuant to Section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company (statutory or otherwise), so long as any Aircraft, its parts or accessories, shall be situated at the Airport (or situated upon any land within the Airport allotted by or rented from the Company), the Company shall have a continual lien both particular and general upon the Aircraft, its parts and accessories, for all Charges of whatsoever nature and whensoever incurred, which are due and payable to the Company in respect of the Aircraft or in respect of any other Aircraft of which the Operator of that Aircraft is the Operator at the time when the lien is exercised, and all such charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made. Without prejudice to the rights of the Company to detain the Aircraft (whether pursuant to these conditions, the said Section 88 or otherwise) the said lien shall not be lost by reason of the Aircraft departing from the Airport but shall continue to be exercisable at any time when the Aircraft is situated at any TBI Group Airport so long as any of the Charges, regardless of when they were incurred remain unpaid.

5.2. The Operator agrees and acknowledges that the Company shall be entitled to exercise the rights of detention set out in Clause 5.1 above at the Airport should the Operator be in default of its payment obligations to any TBI Group Company.

5.3. If payment of any such Charges as are referred to in Clauses 2.1 are not made to the Company or, in the case of Clause 5.2, to the relevant TBI Group Company, within 56 days after a letter demanding payment thereof has been sent to the registered owner of the Aircraft at any place at which it carries on business, the Company shall be at liberty from time to time and in such manner as it shall think fit, to sell (subject to the leave of the Court), remove, destroy or otherwise dispose of the Aircraft, and any of its parts and accessories in order to satisfy any such lien. The powers referred to in this Clause 5 are exercisable by the Company without prejudice to any other power granted by statute or otherwise.

5.4. In the event that the Operator (being a person or persons) shall commit any act of bankruptcy or a receiving order shall be made against the Operator or (in the case of the Operator being a company) an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of the Operator or for the purposes of an administration of the Operator or if the Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with the creditors of the Operator or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy, then non-payment of any Charges which have been incurred as at that date thereof shall be deemed to be a default of payment for the purposes of Section 88 of the Civil Aviation Act 1982.

## 6. Liability & Indemnity

6.1. Nothing in these Conditions of Use shall exclude or restrict the Company's liability for fraud, death or personal injury caused by its negligence or to the extent the same may not be excluded or limited as a matter of law.

6.2. Neither the Company nor any other TBI Group Company, nor their servants or agents, shall be liable to the Operator:

6.2.1. for loss of or damage to any Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of landing or taking off at the Airport or being removed or dealt with by the Company in the event of sale or detention of such Aircraft in accordance with the relevant legislation or under these Conditions of Use, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result.

6.2.2. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

6.2.2.1. any direct or indirect loss of profits; or

6.2.2.2. any indirect, special, incidental, consequential loss or loss of revenue, business contracts, anticipated savings or profits suffered by an Operator, even if such loss was reasonably foreseeable or the Company (or any other TBI Group Company) had been advised of the possibility of the Operator incurring it.

6.2.3. for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property on or at the Airport. Without prejudice to the generality of the foregoing, neither the Company nor any other TBI Group Company shall be liable to the Operator or to any other person in respect of any claims made or compensation payable to any persons for delays in or cancellations to aircraft departures or arrivals including under EC REGULATION NO. 261/2004 (Regulation on Denied Boarding and Cancellations or Long Delays) or in respect of any direct or indirect loss of the Operator in connection with such delay or cancellation.

6.3. The Company gives no warranty as to the continued use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access of the public to the Airport or any part thereof without incurring any liability to the Operator.

6.4. The security of the Operator's Aircraft and all its contents shall at all times be the sole responsibility of the Operator who shall take such steps as it believes is appropriate to restrict unauthorised access to, or unauthorised use of, the Operator's Aircraft and its contents.

6.5. Subject to Clause 6.1, the maximum liability of the Company (and any other TBI Group Company) arising under or connection with these Conditions of Use, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any event exceed in respect of any calendar year, an amount equal to the total Charges payable by the Operator to the Company pursuant to these Conditions of Use in respect of that calendar year.

## **7. Insurance**

- 7.1. The Operator shall maintain in force at all times whilst using the Airport substantial appropriate insurance cover (by reference, in particular, to the responsibilities of the Operator set out in Clause 6 above).
- 7.2. Without prejudice to the generality of Clause 7.1, the Operator shall maintain at all times passenger, baggage, cargo and third party liability insurance in respect of any Aircraft used or operated at the Airport by the Operator in a sum which shall at no time be less than the minimum levels of insurance set out in "REGULATION (EC) 785/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 April 2004 on insurance requirements for air carriers and aircraft operators", or such higher amount as the Company may reasonably specify. The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence or series of occurrences arising out of one event but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events or claims.
- 7.3. All operators of vehicles requiring airside access shall comply at all times and in all respects with the Company's policies on airside vehicles as laid down in the Airport Manual or any other such documents as from time to time issued by the Company in its absolute discretion. Motor insurance (as a minimum third party only) shall be maintained in respect of all vehicles operated at the Airport and such insurance cover shall at no time be less than £50 million in respect of any one incident.
- 7.4. Operators shall produce to the Company or its duly authorised representative, on demand, sufficient documentary evidence of such insurance policies.

## **8. General**

- 8.1. The Company reserves the right to amend, vary or rescind any or all of the Charges and Conditions of Use at any time.
- 8.2. If any provision of these Conditions of Use is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions shall not be affected in any way.
- 8.3. Clause 5 of these Conditions of Use confers a benefit on other TBI Group Companies which is specifically intended to be enforceable by other TBI Group Companies by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 8.4. No failure or delay by the Company to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or as a waiver of a preceding or subsequent breach.

## **9. Law & Jurisdiction**

These Conditions of Use shall be governed by and construed in accordance with the laws of England and Wales and the Company and the Operator irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or matter arising in connection with these Conditions of Use or the Operator's use of the Airport.