



For further information:  
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## CHARGES & CONDITIONS OF USE 2007/08

## Location

- Situated just 50km (32 miles) from Central London off junction 10 M1 motorway
- Just 25 minutes by train from London Kings Cross 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

The Department for Transport will shortly be consulting all regular operators at London Luton Airport (LLA) on a proposal to change the designation of the airport to become 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.

The Department will also be consulting on the proposal by LLA to continue with the appointment of Airport Coordination Limited (ACL) to act as the Schedules facilitator at the airport. This will formalise the arrangements that are currently operating so successfully at the airport.

It is also our intention to ask ACL to facilitate\* the general and business aviation traffic operating to and from LLA with effect from the start of the Summer 2007 scheduling season.

We are therefore proposing to amend the LLA Terms and Conditions of use by adding the following sentence.

## Prior permission

No air carrier shall operate to or from LLA without prior permission. Each air carrier must provide complete and accurate details of their planned schedule, in advance, to 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 air carriers to make adjustments to their schedules to avoid congestion in peak hours.

Outside of ACL's normal working hours air carriers 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 LLA Operations Centre.

\* A 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.

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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 2007 and are correct at time of publication.

# 1 AIRPORT CHARGES

## Passenger Charges (PLS)

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

	At All Times	
Domestic	£5.63	
International	£7.52	
Fixed Base Operator (FBO) <sup>2</sup>	50% of applicable PLS charge	

## Security Surcharge

Charged at all times for all passengers £0.45 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 Jet and all Prop Aircraft)

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

Base Charge	£112.63	per landing
Plus	£1.74	per tonne
Minimum	£138.77	per landing

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

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

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

	£1.13	per tonne
Minimum	£16.95	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, LLAOL reserve 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	£61.93	per movement
Plus	£1.20	per tonne
Minimum Charge	£80.03	per movement

## 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	0.0104
Standard Charge each further minute or part	0.0130
Higher Charge each further minute or part	0.0260
After 2 Hours	£ per tonne
Lower Charge each further minute or part	0.0104
Standard Charge each further minute or part	0.0130
Higher Charge each further minute or part	0.0520
After 12 Hours	£ per tonne
Lower Charge each further minute or part	0.0208
Standard Charge each further minute or part	0.0260
Higher Charge each further minute or part	0.0520
After 24 Hours	£ per tonne
Lower Charge each further minute or part	0.0260
Standard Charge each further minute or part	0.0520
Higher Charge each further minute or part	0.0520
After 48 Hours	£ per tonne
Lower Charge each further minute or part	0.0520
Standard Charge each further minute or part	0.0520
Higher Charge each further minute or part	0.0520

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

Notes:

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

### 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	£7.12
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	£3.56
Departing passengers boarded onto diverted aircraft will be charged as per the standard tariff.	

### Flights Operated Without Prior Permission

London Luton Airport Operations Limited (LLAOL) reserves the right to treble the applicable tariff charge for landing, navigation and parking for all flights operated without prior permission from the appointed schedules facilitator (ACL).

### 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.

#### 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

### Environmental Measures/Levies

In future years LLAOL will look to introduce environmental measures/levies. This will come under separate instruction from the Managing Director.

### 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

Authorised Technical Washes	Per Wash £100.00
Unauthorised Technical Washes	£500.00

### Use of Engine Run-up Bay

A charge of £242.00 will be made for the first half-hour of use, then £141.00 for each subsequent 15 minutes or part thereof.

### Spillage of Contaminants

LLAOL 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 £1,000 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

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

Minimum charge	£52.00
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### Security Passes

ID Card - Initial Issue	£44.00
ID Card Renewal	£22.00
Lost/stolen Replacement	£55.00
(replacement cost for 2nd, 3rd time loss, will rise incrementally by £55.00 per time)	
Amend text on card	£9.00

### Airside Vehicle Permit (AVP)

Specified Company - Liveried Vehicles Annual Charges:

First vehicle	£300.00
Each vehicle thereafter	£62.00
Replacement of lost AVP (per permit)	£62.00
Unspecified vehicles - per contractor	£288.00
Trailers	£39.00
Replacement of lost trailer AVP (per permit)	£39.00

### Work permits

Issue of Work Permits for Tenants/Occupants	£60.00
Any works conducted without permit	£1000.00

LLAOL 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 £60.00 per individual tested.

### Man Hire Resource Charge

Charged per hour or part thereof:

Director	£250.00
Manager	£115.00
Supervisor	£75.00
Other Staff	£50.00

### Use of Equipment

Charges per hour (or part thereof) unless otherwise stated:

Small Fork-Lift with Driver	£51.00
Medium Fork-Lift with Driver	£56.00
Large Fork-Lift with Driver	£108.00
Pumping Appliance with Driver	£173.00
Smoke Training for Airlines	£240.00
Coach with Driver	£112.00
(per one-way trip between Terminal and Aircraft)	

### Staff Car Parking

Annual charge per vehicle swipe card and pass<sup>5</sup> (non-transferable):

Terminal Car Park	£535.00
Car Park A South (adjacent easyLand)	£350.00
Car Park B	£250.00
Replacement cost for lost/damaged passes	£27.50

Notes:

5. Subject to spaces being available and appropriate authorisation. The Company reserves the right to relocate, withdraw and/or limit staff car parking pass allocation as deemed necessary. Terms and conditions are available on application.

## 2 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. LLAOL 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

#### Processing and Handling

Loose		£0.0650	per kg	£15.50 min per AWB
Unitised/Palletised <sup>1</sup>	ULD types 1-6	£35.00	per ULD	
	ULD types 7-9	£17.50	per ULD	

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

Pre flight	£31.00
Post flight	£65.00

#### Dangerous Goods Check (per declaration)

Up to 4 UN numbers	£26.00	min
5 - 9 UN numbers	£34.00	
For each additional UN number	£1.10	

#### 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)	£0.055	per kg	£8.50 min per consignment

## Import Charges

#### Processing and Handling

Loose	£0.100	per kg	£26.00 min per AWB
Unitised/Palletised <sup>1</sup>	£0.065	per kg	£26.00 min per AWB

#### Produce of the Soil

Loose	£0.105	per kg	£26.00 min per AWB
Unitised/Palletised <sup>1</sup>	£0.065	per kg	£26.00 min per AWB

#### Transshipments

Between flights operating to/from LLA	Free
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#### Inter-Airports & Inter-Bond/ERT removals:

Loose	£0.068	per kg	£26.00 min per AWB
Unitised/Palletised <sup>1</sup>	£0.036	per kg	£26.00 min per AWB

#### Produce of the Soil:

Loose	£0.078	per kg	£26.00 min per AWB
Unitised/Palletised <sup>1</sup>	£0.036	per kg	£26.00 min per AWB

#### Storage Charges (air freight only)

First 48hrs	Free		
Thereafter per day (or part thereof) <sup>2</sup>	£0.055	per kg	£8.50 min per consignment

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

#### Notes:

1. If units have to be broken down and repacked, loose rates apply
2. Storage charges for imported freight are subject to variation dependent upon volume

## Other Cargo Charges

### Livestock

ABS input:			
For inter EU movements	£12.50	per AWB	(Import & Export)
For other movements	£15.50	per AWB	plus £5.00 per HAWB (Import & Export)

### BIP Charges per Horse:

For inter EU movements	Free	(subject to prior notice) (Import & Export)	
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For other movements	£26.00	per horse	(Import only)
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For all other animals, to be agreed by prior arrangement.

### Air Waybill Preparation and Presentation

Domestic	£10.50
International	£10.50

### Preparation and/or Completion of Customs Forms

Low value	£10.50
Other	£10.50

### Processing and Labelling

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

Fixed fee	£21.00
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### Special Handling (where requested)

Fixed fee	£104.00
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### Check Weight on Request

Fixed fee	£15.50	per consignment
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### Post Flight Information, phone/fax per flight

Rate	£2.35	per communication
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### Imported Aircraft (not requiring handling)

Rate	£0.0015	per kg	£15.50 min £52.00 max
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### Charges Collect Fee

5% of freight charges	£10.50	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.

## 3 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 the airport, 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

LLAOL 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.

## 4 CONTACT DETAILS

### London Luton Airport Operations Ltd (LLAOL)

#### 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 702300  
Servisair +44 (0)1582 402029/423400

#### Aircraft Maintenance

Monarch Aircraft Engineering +44 (0)1582 424211  
Thomsonfly +44 (0)1582 424155

#### Business Aviation (FBO Services)

Harrods Aviation +44 (0)1582 589317/318  
Signature Flight Support +44 (0)1582 724182

#### 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

#### Hotels (On site)

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

## 5 CONDITIONS OF USE (AIRCRAFT OPERATORS)

### 5.1 Definition of Terms

'Airport'	means all land and buildings within the boundaries of London Luton Airport.
'Cargo'	means any goods carried on any aircraft whether for reward or not including Operator or other stores and engineering spares.
'Claim'	means and shall include any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.
'Company'	means London Luton Airport Operations Ltd.
'Conditions of Use'	means this document entitled Charges & Conditions of Use.
'FBO'	means Fixed Base Operator, an approved handler offering exclusive aircraft handling and parking plus passenger processing facilities for business and general aviation flights.
'Handling Agent'	means one of the Company's authorised handling agents (a list of which is available from the Airport Operations Centre) appointed by the Operator to perform the handling functions.
'Injury'	includes sickness and death.
'Loss'	includes damage and any reference to the making of payment by the Company including a reference to the incurring of any expense by the Company.
'Managing Director'	means the Managing Director of the Company.
'Operator'	in relation to an aircraft means the person for the time being having the management of that aircraft.
'Scheduled Service'	means services sold direct to the general public and operated in accordance with the published timetable, including those supplementary thereto.

### 5.2 General Conditions

The Unfair Contract Terms Act 1977 affects terms or notices which unreasonably exclude or restrict liability for negligence. London Luton Airport Operations Ltd draws the attention of potential users of the Airport to clauses of the Conditions of Use which exclude the Company's liability in certain circumstances. The Company considers these clauses to be reasonable. The Company does not exclude or attempt to exclude liability for death or personal injury caused by its negligence.

In addition (and in particular in the light of such exclusions) the Company strongly recommends each Operator and all other potential users of the facilities at the Airport to maintain in force substantial appropriate insurance cover.

The use by any person (including any Operator) of the facilities at the Airport under the control of the Company is subject to the conditions set out in this section:

- 5.2.1 The Operator shall at all times comply with the local flying restrictions, the Company's Aerodrome Manual, remarks published from time to time in the AGA section of the United Kingdom Air Pilot, the Air Navigation Order 1989 (as amended from time to time) and all applicable statutory and other legal requirements.
- 5.2.2 All commercial passenger and cargo operators are required to send details of their schedules to Airport Coordination Ltd. (Tel: 020 8564 0621/0623, Fax: 020 8564 0690, SITA: LONACXH) who acts as London Luton Airport's agent for this purpose. General Aviation and Business Aviation operators are advised to check with ATC so that no avoidable delays are experienced. Please note the validity of this condition in relation to the notification on page 3 of this document.
- 5.2.3 The Operator shall at all times comply with instructions, orders, directions and codes published from time to time by the Company or such other instructions as may be given or issued from time to time by, or on the authority of, the Managing Director.
- 5.2.4 The Operator shall pay the appropriate fees and charges for the landing, parking, housing and all other services. The Operator shall also pay for any supplies, services or facilities provided to it or the relevant aircraft at the Airport by or on behalf of the Company. The charges for landing, parking or housing, supplies, services, or facilities shall (unless otherwise agreed before the charges are incurred) be those as may, from time to time, be determined by the Company. The charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by the Company, shall be payable to the Company, whether a demand has been made or not, before the aircraft departs from the Airport.
- 5.2.5 The Company may, in its sole discretion, permit the Operator to pay the sums referred to in paragraph 5.2.4 either:
  - 5.2.5.1 subject to the credit facilities conditions set out in Section 6 in accordance with terms of payment agreed in advance and in writing between the Company and the Operator, or
  - 5.2.5.2 in accordance with terms for payment included in the invoice for such charges rendered by the Company to the Operator.

Provided that if the Operator fails to make any payment in accordance with the terms of any such agreement or the terms of any such invoice or if the Operator or any other person commence any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the sums due to the Company under paragraphs 5.2.4 or 5.2.5 all such sums shall become immediately payable.

- 5.2.6 The Company may in addition to the sums payable under paragraphs 5.2.4. and 5.2.5 charge interest on all such sums if the Operator fails to pay such sums either:-
- 5.2.6.1 prior to leaving the Airport, or
  - 5.2.6.2 in accordance with the credit facilities conditions set out in Section 6 and in accordance with the terms agreed in writing between the Company and the Operator, or
  - 5.2.6.3 in accordance with the terms for payment included in any invoice submitted to the Operator, or
  - 5.2.6.4 on the date that any sums became immediately payable under the proviso to paragraph 5.2.5 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 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 charges to which it relates. Such interest shall be a charge payable in addition to the charges payable under paragraphs 5.2.4 and 5.2.5.
- 5.2.7 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, so long as the aircraft, its parts or accessories, shall be upon the Airport or 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 any land in the control of the Company but shall continue to be exercisable at any time when the aircraft has returned to and is upon any such land so long as any of the said charges, whether incurred before or after such departure, remain unpaid.
- 5.2.8 If payment of any such charges as are referred to in paragraphs 5.2.4, 5.2.5 and 5.2.6 are not made to the Company within 56 days after a letter demanding payment thereof has been sent by post addressed 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, remove, destroy or otherwise dispose of the aircraft, and any of its parts and accessories in order to satisfy any such lien.
- 5.2.9 Neither the Company nor its servants or agents shall be liable for loss of or damage to the aircraft, its parts or accessories, or any property contained in the aircraft, occurring while the aircraft is on the Airport or is in the course of landing or taking off at the Airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company or its servants or agents or otherwise howsoever arising or resulting. In any event neither the Company nor its servants or agents shall be under any liability whatever for any indirect loss and/or expense

(including loss of profit) suffered by an Operator.

- 5.2.10 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 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 this paragraph 5.2.10, the Company shall have no liability 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 any regulation which may succeed it) or in respect of any direct or indirect loss of the Operator in connection with such delay or cancellation.
- 5.2.11 As part of the Company's information requirements the following general terms and conditions apply;
- 5.2.11.1 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 or aircraft handled by the Handling Agent 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.
  - 5.2.11.2 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 maximum total weight authorised in respect of each aircraft owned or operated by the Operator and of the seating capacity of such aircraft.
  - 5.2.11.3 The Operator or its Handling Agent shall also furnish without delay details of any changes in the maximum total weight authorised or the maximum seating capacity in respect of each aircraft owned or operated by the Operator.
  - 5.2.11.4 Where the Operator or its Handling Agent fails to provide the information required by this paragraph 5.2.12 within the relevant stipulated period, the Company shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum total weight authorised and the maximum passenger capacity of the aircraft type. The Operator shall pay the charge assessed by the Company.
  - 5.2.11.5 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.

- 5.2.12 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 or any re-enactment or modification thereof.
- 5.2.13 The Operator shall not be entitled in respect of any claim it may have against the Company or otherwise to make any set-off against or deduction from the charges provided in the Charges & Conditions of Use.
- 5.2.14 The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the Charges & Condition of Use.
- 5.2.15 The Company shall not be liable for and there shall be no reduction or exemption from charges by reason of the unavailability of any assistance or other facilities at the Airport due to circumstances beyond its reasonable control (force majeure) including and without limitation; labour disputes, strikes or lock-outs between a party and its employees, adverse weather conditions, ATC restrictions or availability, acts or threats of terrorism, 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.
- 5.2.16 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 that aircraft being left or parked at or on the Airport at any time, until such time as some other person, firm or company becomes the Operator of and pays all outstanding Airport charges relating to that aircraft.
- 5.2.17 With the exception of land subject to a lease granted by the Company, the parking of an 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 aircraft to be parked in any appropriate place, which may not necessarily be a predetermined parking stand, and the charges that are indicated in the Company's published charges for aircraft parking will apply wheresoever the aircraft parks on or at the Airport.
- 5.2.18 The Company reserves for itself the right to limit the number of providers of ground handling services in accordance with the EU Ground Handling Directive. 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, any such permission to be entirely at the Managing Director's absolute discretion.
- 5.2.19 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 an aircraft to be moved, such formal requests being satisfied by a letter delivered to the appointed Handling Agent or transmitted by facsimile equipment, or a telex similarly addressed. In the absence of any appointed Handling Agent, such notice will be addressed to the Operator.
- 5.2.20 Once a formal request has been made as indicated in paragraph 5.2.19 aircraft parking charges will accrue from the time specified in the request at a rate of ten times the applicable parking charge.
- 5.2.21 The security of the Operator's aircraft and its contents shall at all times be the sole responsibility of the Operator who shall take such steps as it feels appropriate to restrict unauthorised access to, or unauthorised use of, the Operator's aircraft and its contents.
- 5.2.22 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 ICAO Annex 16.
- 5.2.23 The employment of a Handling Agent will not absolve the Operator from liability under the 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 the Operator's appointed Handling Agent.
- 5.2.24 The Operator shall publish a policy for the safe and expeditious handling of its passengers when escorted between the Terminal building and the Operator's aircraft and visa versa. When an Operator delegates his responsibility to an appointed Handling Agent, the Operator shall specify a minimum standard of performance expected of the Handling Agent together with documented monitoring and audit procedures. The appointed Handling Agent shall be directed by the Operator to conduct the relevant risk assessments and to make available documented procedures which specify the control measures that must be exercised.
- 5.2.25 Operators are required to provide demonstrable evidence of compliance with prevailing Health and Safety legislation. This includes inter alia: -
- 5.2.25.1 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.
- 5.2.25.2 An organisational structure which clearly shows the roles and responsibilities of Operators' Managers in the performance of Health and Safety.
- 5.2.25.3 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.
- 5.2.25.4 Risk assessments for the above, clearly showing a numerical method of assessing risk for each activity, control measures applied and a process for review.
- 5.2.25.5 Procedure for the monitoring and auditing of the above.
- 5.2.26 The Conditions of Use shall be governed by and construed in accordance with English Law and any dispute arising thereunder shall be dealt with by the English Courts to whose jurisdiction the Company and the Operator agree to submit.

## 6 CONDITIONS OF USE (CREDIT FACILITIES)

- 6.1 The Company reserves the right to require payment of a deposit which is equal to twice the charges anticipated to be payable over a period equal to the credit period. Unless otherwise agreed and confirmed in writing, the credit period is 14 days. Should payment of 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 reserves the right to withdraw credit facilities with immediate effect.
- 6.2 The invoicing address shall be that supplied by the Operator at the time of requesting a credit arrangement and the Company's obligations in this respect will be deemed to have been satisfied providing invoicing is addressed in accordance with the information supplied. It is the responsibility of the Operator, therefore, to provide a revised invoicing address in writing to the Company as necessary.
- 6.3 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 regarding the recovery of charges.
- 6.4 The Company reserves the right to charge interest on any charges payable pursuant to the terms hereof which have not been paid in accordance with these conditions. Interest will be calculated on a daily basis from the date upon which the charges became due for payment until the date of payment of the charges (both dates inclusive) at 4% above the base rate of the Company's bank prevailing at the time and such interest shall be paid by the Operator at the same time as the charges to which it relates.
- 6.5 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, approval may be given for the Operator to deduct from the payment the amount relevant to the query. The remainder of the invoice, however, becomes due at the appropriate date and payment may not be delayed by reason of query on another aspect of the charges covered by a particular invoice. Should it be necessary, therefore, part payment should be made in accordance with the timescales otherwise action for recovery may be taken.
- 6.6 The Company reserves the right at any time upon giving notice to vary the conditions or to cancel the credit facility. If credit facilities are withdrawn, all monies then outstanding shall become immediately due and payable.
- 6.7 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 as been approved and until such time, any charges become due for payment at the time of incurring them.
- 6.8 The Company reserves the right to request a renewal of the credit application annually.
- 6.9 Credit facilities will lapse should the Operator not use the Airport during a 12 month period.