

BIGGIN HILL AIRPORT LIMITED

CONDITIONS OF USE

PREFACE

This preface is not part of the Conditions of Use.

- 1) This edition replaces the previous Conditions of Use.
- 2) Conditions of Use for Biggin Hill Airport are contained in this document. The main points are:
- 3) The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. Biggin Hill Airport Ltd (hereinafter referred to as "B.H.A.L.") draw the attention of potential users of their airport to Clause 2.6 of the Conditions of Use which exclude B.H.A.L.'s liability in certain circumstances.
- 4) Section 88(1) of the Civil Aviation Act 1982 entitles aerodrome managers to detain aircraft for the non payment of charges. Section 88 (1) provides as follows:

"Where default is made in payment of airport charges incurred in respect of any aircraft at an aerodrome to which this section applies, the aerodrome authority may (subject to the provisions of this section)

a) detain pending payment either:

- i) the aircraft in respect of which the charges were incurred whether or not they were incurred by the person who is the operator of the aircraft at the time when the detention begins; or
- ii) any other aircraft of which the person in default is the operator at the time when the detention begins; and

b) if the charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges".

Section 88(2) requires the aerodrome authority to release such aircraft on receipt of sufficient security for the payment of the charges which are alleged to be due.

- 5) Biggin Hill Airport is owned and licensed for use only by the Licensee, Regional Airports Limited and its subsidiary Biggin Hill Airport Limited and by persons specifically authorised by them.

1. INTERPRETATION

1.1 "B.H.A.L." shall mean Biggin Hill Airport Limited.

1.2 "Operator" in relation to an aircraft means the person for the time being having the management of that aircraft.

1.3 "Flight" has the same meaning as in the Air Navigation (No. 2) Order, 1995.

1.4 Reference to a "Certificate of Airworthiness" shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.

1.5 "Maximum total weight authorised" in relation to an aircraft means 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 indicates a maximum total weight at which the aircraft may taxi, that weight shall be taken to be the maximum total weight authorised.

1.6 "Flight Classification" means classification within the following categories:

1.6.1 "Domestic Flight" means a flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (but excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas.

1.6.2 "International Flight" means all flights other than Domestic Flights.

1.7 "Passenger" means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

1.8 "International Departing Passenger" means any passenger who boards the aircraft through the International Departures Lounge at the airport of departure or whose destination is a place outside the United Kingdom, Channel Islands or the Isle of Man. This definition will be applied in all cases for determining departing passenger charges notwithstanding that such a passenger may be travelling on a domestic flight as defined in paragraph 1.6.1 above.

1.9 "Transit Passenger" means a passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport and includes a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

1.10 "Terminal Departing Passenger" means any passenger aboard an aircraft at the time of take-off, other than a Transit Passenger.

1.11 "The Time of Landing" means the time recorded by the Air Traffic Services as the time of touch down of an aircraft, and the "Time of Take-Off" means the time recorded by the Air Traffic Services as the time when the aircraft is airborne.

1.12 "Air Transport Movements" are landings or take-offs of aircraft engaged in the transport of passengers, cargo or mail on commercial terms. All scheduled movements including those operated empty, loaded charter and air taxi movements are included. For the purposes of these statistics where flights are operated on a sub-charter basis the operator is identified according to the flight number.

1.13 "Jet aircraft" means an aircraft other than a helicopter having a turbo jet or turbo fan engine.

1.14 "Non-jet aircraft" means an aircraft which is not a jet aircraft.

1.15 "General Aviation flight" means any flight (except military) which is not a scheduled or non-scheduled service.

1.16 "Schedules of Charges" means the Schedules annexed hereto or separately available.

2. GENERAL CONDITIONS

2.1 The use of the airport is subject to the following conditions:

2.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and

2.1.2 Compliance with Airport Byelaws, Airport Director's instructions, orders or directions published from time to time by B.H.A.L., the Civil Aviation Authority or the Department for Transport.

Liability

Neither B.H.A.L., nor the airport company, nor their respective servants or agents shall be liable for the loss of or the 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 B.H.A.L., the airport company or their servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result. In any event neither B.H.A.L. nor the airport company nor their respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit) suffered by an operator.

2.2 The operator shall pay the appropriate charges for the landing, parking or housing of aircraft, as set out below. The operator shall also pay the appropriate charge for any supplies, services or facilities provided to him or to the aircraft at the airport by or on behalf of B.H.A.L.; the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) be those as may from time to time be determined by B.H.A.L. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by B.H.A.L. shall be payable to B.H.A.L. on demand and, whether a demand has been made or not, before the aircraft departs from the airport.

2.3 So long as the aircraft, its parts and accessories, shall be upon the airport or upon any land within the airport allotted by or rented from B.H.A.L., B.H.A.L shall have a continual lien both particular and general for all charges of whatsoever and whensoever incurred which shall be or become due and payable to B.H.A.L. upon either:

2.3.1 The aircraft, its parts and accessories in respect of which the charges were incurred whether or not they were incurred by the person who is the operator at the time when the lien is exercised, or

2.3.2 Any other aircraft, its parts and accessories of which the operator in default is the operator at the time when the lien is exercised and the said lien shall not be lost by reason of the aircraft departing from the land under B.H.A.L.'s control but shall continue and be exercisable at any time when the aircraft has returned to and is upon any such land at the airport so long as any of the said charges, whether incurred before or after such departure, shall remain unpaid.

2.4 If payment of any such charges is not made to B.H.A.L. within 14 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 he carries on business, B.H.A.L. 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. B.H.A.L reserves the right to levy an administrative charge of £25 in respect of the lien.

2.5 B.H.A.L. shall be entitled to charge interest or any charges payable pursuant to the terms hereof which have not been paid in accordance with any written arrangements for payment made between B.H.A.L. and the operator or, in the absence of such arrangements, within the time for payment of such charges stipulated on the invoice rendered by or on behalf of B.H.A.L. of such charges. Interest will be calculated on a daily basis from the date upon which the charges became due for payment until the date of payment for the charges (both dates inclusive) at the base rate of Royal Bank of Scotland plc for the time being prevailing plus 3% and such interest shall be paid by the operator at the same time as the charges to which it relates.

2.6 Neither B.H.A.L., nor its respective 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, or being removed or dealt with elsewhere for the purpose of

paragraph 2.4, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of B.H.A.L., its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

2.7 The operator or its appointed handling agent shall furnish to B.H.A.L., in such form as B.H.A.L. may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the airport of B.H.A.L with 24 hours of each of those movements, including information about the number of terminal and transit passengers and the volume of cargo and mail embarked and disembarked at the airport, together with the name and address of the operator who is to be invoiced.

2.8 The operator or its appointed agent shall also furnish on demand in such form as B.H.A.L may from time to time determine details of maximum total weight authorised in respect of each aircraft owned or operated by the operator.

2.9 The operator or its appointed handling agent shall also furnish without delay details of any changes in the maximum total weight authorised in respect of each aircraft owned or operated by the operator.

2.10 Where the operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, B.H.A.L. shall be entitled to assess the charges payable hereunder by the operator by reference to the maximum total weight authorised the maximum passenger capacity of the aircraft type. The operator shall pay the charge assessed by B.H.A.L.

2.11 The operator or its appointed handling agent shall furnish to B.H.A.L. within 21 days of a written request made by B.H.A.L. copies of aircraft load sheets to enable verification of all details with respect to passengers carried on any or all flights departing from that airport during a specified 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 B.H.A.L. produce for inspection by any person duly authorised in writing by B.H.A.L. the original copies of such documents.

2.12 The operator shall not without the express written consent of B.H.A.L. be entitled in respect of any claim he may have against B.H.A.L. or otherwise to make any set-off against or deduction from the charges provided for in these Conditions. He must pay such charges in full pending resolution of any such claim.

3. LANDING CHARGES

3.1 At all airports, charges for the landing of aircraft are shown in the Schedules of Charges.

3.2 The weight charge on landing will be assessed and payable on the basis of the maximum total weight authorised (see paragraph 1.5).

4. SURCHARGES

4.1 Noisy Aircraft

4.1.1 Where it appears to the Airport Director, or his nominated deputy, that an aircraft may not comply with the noise certification standards set out in The United Kingdom Air Pilot, a surcharge (specified in the Schedules from time to time) of the charge on landing calculated in accordance with the Schedules of Charges may be levied.

4.2 Exceptional Policing Requirements

4.2.1 Where any flight imposes an additional policing requirement over and above the services normally provided at the airport, the Airport Director, or his nominated deputy, may require the operator to pay a charge equivalent to the additional identified cost of policing that flight.

5. HOUSING AND PARKING CHARGES

5.1 At any airport where accommodation for the housing of aircraft is available, information about the charges payable may be obtained from the Airport Director.

5.2 The charge for parking of aircraft at this airport will be assessed and payable on the basis of the maximum total weight authorised (see paragraph 1.5).

5.3 The parking charges will be based on the total number of days or part days that the aircraft has been parked on areas designated as airport company parking areas.

5.4 These charges will apply whether the aircraft is secured to the ground or to a structure on the airport or is left on the ground unsecured.

5.5 At Biggin Hill Airport, parking charges will accrue two hours after landing.

5.6 The standard charges for parking an aircraft will be assessed and payable in accordance with the charges set out in the Schedules of Charges.

5.7 The Airport Director, or his nominated deputy, may at any time order an aircraft operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified in it will render the operator liable to a special charge which will be notified to the aircraft operator at the time of the request to move the aircraft.

5.8 No aircraft will be accepted for housing or long-term parking unless agreement has been obtained in writing from the Airport Director.

6. RUNWAY SLOTS

6.1. The availability of runway slots will be allocated in accordance with the Airports Slots Allocation Regulations 1993 as modified from time to time. Any assignment or transfer of slots so allocated will require written approval of the Airport Director whose approval may be subject to such conditions as he, in his absolute discretion, shall think fit.

7. REBATES

7.1 Nothing in these Conditions shall prevent the Airport Director, at his sole discretion, to abate or waive either wholly or in part the charges or surcharges set out in the Schedules hereto, any said abatement and waiver being set out in writing and signed by the Airport Director.

8. VALUE ADDED TAX

8.1 The charges stated herein are exclusive of any Value Added Tax which may be chargeable in accordance with the provision of the Value Added Tax Act, 1994 as amended by subsequent Finance Acts or with any Orders, Regulation or VAT Notices made thereunder or by virtue of any Act replacing or amending the same.

9. AUTHORITY TO BOARD AIRCRAFT

9.1 B.H.A.L., its servants or agents, shall have authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require an operator to pay the costs so incurred by it.

10. INSURANCE

10.1 B.H.A.L. requires the operator to take out and maintain at all times passenger and third party liability insurance in respect of any aircraft used or operated at the Airport by the operator in such amounts not being less than £1,000,000 in respect of any one event but shall in each case be at such levels as B.H.A.L. at its complete discretion deems to be reasonable by the virtue of the size and type of aircraft used or operated by the operator at the Airport and the operator shall from time to time on demand produce evidence of such insurance to B.H.A.L. Further the operator shall at all times fully indemnify and keep indemnified B.H.A.L. against any breach of this clause without prejudice to any other rights B.H.A.L. shall have under these Term and Conditions whether or not such rights are enforced by B.H.A.L.

11. VARIATIONS

11.1 B.H.A.L. reserves the right at any time to amend vary or discharge any of the terms and conditions of use set out herein.

12. ENQUIRIES ON THE GENERAL CONDITIONS

12.1 Any enquiries should be addressed in the first instance to the Airport Director's office.