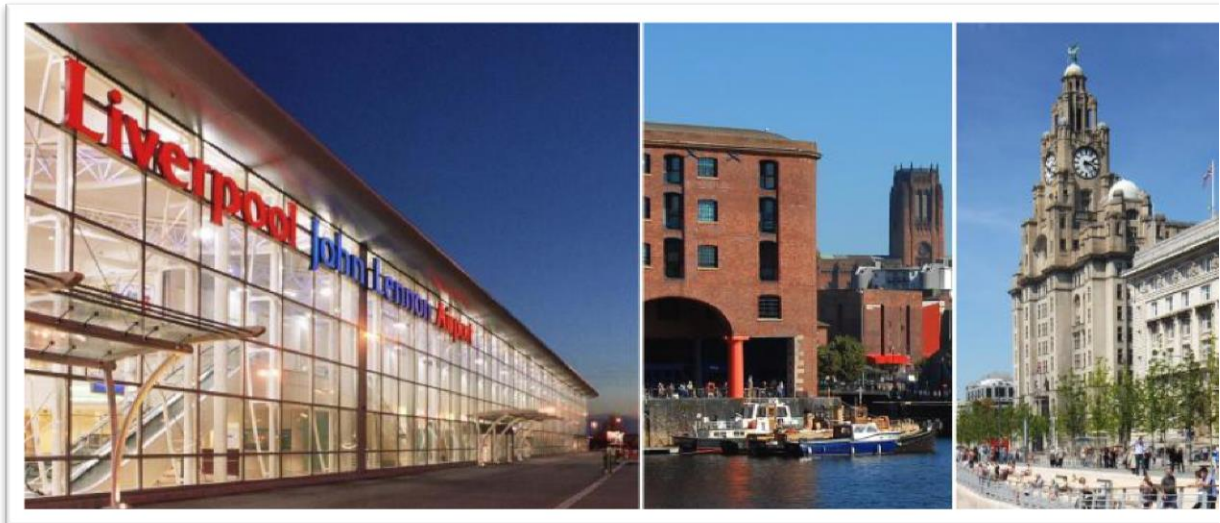


# Schedule of Charges and Terms and Conditions of Use

---

---

1 April 2019 – 31 March 2020



Welcome to the 2019/20 edition of Liverpool John Lennon Airport's Schedule of Charges & Terms and Conditions of Use. This document provides you with all the information necessary to operate services at the Airport.

Liverpool John Lennon Airport serves the largest aviation market outside London in the UK, being the North West, with 33 million passengers travelling to and from the region in 2018.

Liverpool John Lennon Airport has increased its passenger throughput by over 20% since 2014, with over 5.1 million passengers using the Airport during 2018.

In addition to the development of scheduled passenger services, Liverpool John Lennon Airport has also made significant progress in the GA and Cargo areas in 2018.

We look forward to discussing opportunities with existing and new carriers. The Aviation Development team for passenger, Cargo and GA services can be contacted directly at [aero@liverpoolairport.com](mailto:aero@liverpoolairport.com)

Liverpool Airport Limited (“Company”) is the operator of Liverpool John Lennon Airport (“Airport”).

This document sets out the Company’s terms and conditions of use (“Terms”) and the Charges (defined below) that will apply from 1 April 2019 until 31 March 2020 inclusive. The Charges stated herein are exclusive of any value added tax which shall be chargeable at the prevailing rate from time to time.

The Company reserves the right at any time to amend, vary or discharge these Terms. Any updated Terms will be uploaded to the Company’s website. It is the responsibility of each Operator, company or person relying on the Terms to check the website regularly for updated Terms.

The Company reserves the right to review the Charges, the application of the Charges and the qualifying conditions in respect of the Charges from time to time. Any updated Charges will be uploaded to the Company’s website. It is the responsibility of each Operator, company or person relying on the Charges to check the website regularly for updated Charges.

## CONTACT DETAILS

### OUT OF HOURS ENQUIRIES

Airport Duty Manager

TEL: +44 (0) 7810 558 278 or +44 (0) 151 907 1558

EMAIL: [adm@liverpoolairport.com](mailto:adm@liverpoolairport.com)

### PAYMENT ENQUIRIES

LPL Finance Department

TEL: +44 (0)151 907 1607

EMAIL: [creditcontrol@liverpoolairport.com](mailto:creditcontrol@liverpoolairport.com) / [lshields@liverpoolairport.com](mailto:lshields@liverpoolairport.com)

## 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in these Terms.

Charges	the charges payable by the Operator to the Company, further details of which are set out in these Terms, and a “Charge” shall refer to any one of the Charges
Group Company	in relation to the Company only, the Company, any subsidiary or holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company, and “Group Companies” shall be construed accordingly.
License	The ground handling license between the Company and each handling agent
Maximum Take Off Weight	the maximum total weight of an aircraft and its contents at which the aircraft may take off anywhere in the world in the most favorable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft
Operator	in relation to an aircraft, the person for the time being having the management of that aircraft, which for the avoidance of doubt includes airlines

Passenger	any person carried on an aircraft, with the exception of the flight crew and cabin staff operating the aircraft flight
Passenger with Reduced Mobility	any arriving or departing passenger with reduced mobility or other disability as defined by Section 6 of the Equality Act 2010
Time of Landing	the time recorded by air traffic services as the time of touch down of an aircraft
Time of Take Off	the time recorded by air traffic services as the time when the aircraft is airborne
Touch and Go or Go Around	flights which use air traffic control equipment, nav aids and/or lighting but which do not land at the Airport

- 1.2 Words denoting the singular shall include the plural and vice versa.
- 1.3 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated, and all statutory instruments made pursuant to it.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 2. CHARGES

### 2.1 Runway Charge on Landing

Navigation services at the Airport are provided by the Company, the charge for which is incorporated into the runway Charges on landing.

The runway Charge on landing is payable for all arriving aircraft (other than cargo only aircraft), and is assessed on the basis of the Maximum Take Off Weight in tonnes.

Aircraft Weight Category	Rate
Up to 1 tonne	£35.00
Over 1 tonne up to 3 tonnes	£12.85 per 0.5 tonne or part thereof
Over 3 tonnes up to 10 tonnes	£24.60 per tonne or part thereof
Over 10 tonnes	£22.85 per tonne of part thereof

The runway Charge on landing is payable for all arriving **Cargo** operating aircraft and is assessed on the basis of the Maximum Take-Off Weight in tonnes.

<b>Aircraft Weight Category</b>	<b>Rate</b>
Up to 5 tonnes	£11.79 per tonne or part thereof
Over 5 tonnes up to 30 tonnes	£10.95 per tonne or part thereof
Over 30 tonnes	£7.66 per tonne of part thereof

Cargo handling and processing at the Airport are provided by Wynne Aviation Services, who can be contacted on **+44(0)151 486 1919** or [cargo@wynneaviation.co.uk](mailto:cargo@wynneaviation.co.uk)

## 2.2 Aircraft Parking Charge

The aircraft parking Charge is payable for each uninterrupted period of parking of an aircraft on the Airport, and is assessed on the Maximum Take Off Weight of the aircraft, and the time it is parked.

The aircraft parking Charge applies from Time of Landing to Time of Take Off, and is calculated per 24 hours or part thereof. The Charge will apply whether the aircraft is secured to the ground or to a structure on the Airport, or is left on the ground unsecured.

The Airport Operations Director, or their nominated deputy, may at any time order an Operator either to move a parked aircraft to another position, or remove it from the Airport for safety or operational reasons. Failure to comply with the order within the period specified will render the Operator liable to a special Charge which will be notified to the Operator at the time of the request to move the aircraft.

No aircraft will be accepted for long term parking unless agreement has been obtained in writing from the Airport Operations Director or their nominated deputy.

The first 2 hours parking are free of charge.

<b>Aircraft Weight Category</b>	<b>Daily Rate (per 24 hours or part thereof)</b>
Up to 3.5 tonnes	£3.10 per 0.5 tonne or part thereof
Aircraft between 3.5 tonnes to 10 tonnes	£27.50
Aircraft between 10 tonnes to 20 tonnes	£56.50
Aircraft between 20 tonnes to 30 tonnes	£94.00
Aircraft between 30 tonnes to 40 tonnes	£122.50
Aircraft between 40 tonnes to 50 tonnes	£141.50
Aircraft between 50 tonnes to 60 tonnes	£160.50
Aircraft between 60 tonnes to 70 tonnes	£179.50
Aircraft between 70 tonnes to 80 tonnes	£198.50
Aircraft between 80 tonnes to 90 tonnes	£222.00
Aircraft between 90 tonnes to 100 tonnes	£245.50
Over 100 tonnes	£2.73 per tonne or part thereof

## 2.3 Passenger Charges - charged per departing Passenger

### Exemptions from the Passenger Charges:

- children under 2 years;
- individuals on aircraft not operated for hire or reward.

Passenger Charges include a Passenger Charge, a Passenger security Charge, a CAA Charge for aviation security, and a hold baggage screening Charge:

#### Passenger Charge

Type and LOCAL time of flight	Rate
Domestic (departures between 06:00 to 01:00)	£10.05 per departing Passenger
International (departures between 06:00 to 01:00)	£17.78 per departing Passenger
Domestic (departures between 01:00 to 06:00)	£9.28 per departing Passenger
International (departures between 01:00 to 06:00)	£19.83 per departing Passenger

#### Passenger Security Charge

Passenger type	Rate
Applies to ALL Passengers	£3.68 per departing Passenger

#### CAA Charge for Aviation Security

Passenger type	Rate
Applies to ALL Passengers	£0.059 per departing Passenger

#### Hold Baggage Screening

Passenger type	Rate
Applies to ALL Passengers	£0.93 per departing Passenger

## 2.4 Passenger Charge - Levied on the handling agent and charged per departing Passenger

Type of service	Rate
Luggage Sortation	£0.31 per departing Passenger
Check In Desk Usage	£0.21 per departing Passenger

## 2.5 Training Charge

Operators wishing to undertake training without approved credit facilities, must obtain approval for the type and duration of the training, and make payment in advance.

Training flights by non-based Operators must be approved by the Company prior to such training taking place. The Company reserves the right to decline or suspend training if, in its opinion, such training is not considered to be in the best interests of the Airport.

For availability and booking enquiries please contact air traffic control on **+44 (0)151 907 1531**.

For credit facilities and payments please contact the Company's Finance Department on **+44 (0)151 9071607** or [lshields@liverpoolairport.com](mailto:lshields@liverpoolairport.com)

### **Touch and Go or Go Around**

The applicable runway Charge on landing will apply for the first Touch and Go or Go Around, and 25% of the applicable runway Charge on landing will apply for each subsequent Touch and Go or Go Around

## **2.6 Additional Passenger Charge**

### **2.6.1 Passenger with Reduced Mobility Charge**

The Company is required to provide Passenger with Reduced Mobility services in accordance with legislation.

The Company shall provide (whether itself or through its subcontractors) this service from the designated point of arrival at the Airport to the aircraft, and from the aircraft to a designated point of departure from the Airport. For the purpose of this paragraph, the persons entitled to benefit from this service are as defined in Regulation (EC) No 1107/2006.

The Passenger with Reduced Mobility Charge is payable for each Passenger with Reduced Mobility.

<b>Passenger type</b>	<b>Rate</b>
Applies to ALL Passengers with Reduced Mobility	£0.345 per departing Passenger

### **2.6.2 Policing Charge**

The Company is required to provide policing services at the Airport in accordance with the Policing and Crime Act 2009. A policing Charge is payable for each Passenger.

<b>Passenger type</b>	<b>Rate</b>
Applies to ALL Passengers	£0.28 per departing Passenger

In addition to the policing Charge, where any flight imposes an additional policing requirement over and above the services normally provided at the Airport, the Airport Operations Director, or their nominated deputy, may require the Operator to pay a charge equivalent to the additional identified cost of policing that flight.

## **2.7 Fire Category Upgrade Charge**

The Company is able to provide fire cover up to and including Fire Category 9.

<b>Fire Category</b>	<b>Rate</b>
Category 8 Upgrade	£504.00
Category 9 Upgrade	£731.00

### **Cancellation Costs**

If an Operator requests a fire category upgrade and then subsequently gives fewer than 6 hours' notice of cancellation, the Operator will be liable for 50% of the applicable fire category upgrade Charge.

## 2.8 Diversions

For all diverted flights, the relevant runway Charge on landing (paragraph 3.1) and aircraft parking Charge (paragraph 3.2) will apply, unless agreed otherwise in writing between the Operator and the Company's Director of Aviation Development.

All disembarking Passengers of diverted flights will be charged the per departing passenger charge outlined in section 2.3

## 3. ANCILLARY CHARGES & ADDITIONAL SERVICES

The Company is able to provide additional services on request, which shall be charged at the rates, as detailed below. Please contact the Airport's Operations Team on **+44(0)7810 558 278** unless otherwise stated.

### 3.1 Vehicles and Spillage Cleaning Costs

#### 3.1.1 Vehicles and Operations Staff

<b>Vehicles and Accompanied Driver</b>	<b>Rate</b>
Passenger Cobus Bus	£93.28 per hour or part thereof
John Deere Tractor	£294.69 per hour or part thereof
Hi-Loader	£110.19 per hour or part thereof
Fork Lift	£57.40 per hour or part thereof
Operations Staff / Vehicle Escort	£67.65 per hour or part thereof

#### 3.1.2 Spillages/Cleaning Costs

Operators, handling agents, tenants, concessionaires, subcontractors, or any other person on the Airport, causing, or allowing, pollution and/or failing to report pollution, may be liable for the cost of cleaning up or repairing any damage caused by them, their employees, sub-contractors and/or agents.

<b>Cleaning/Spillage</b>	<b>Rate</b>
Sweeper/Tennant Cleaning Vehicle only	£86.10 per hour or part thereof
<b>Minimum</b> Spillage Clean-up	£338.25 per hour or part thereof
<b>Minimum</b> Spillages requiring ERS attendance	£599.63 per hour or part thereof

### 3.2 Rescue and Fire Fighting Services (RFFS)

There is no charge in respect of fire vehicles attending emergencies.

<b>RFFS Services</b>	<b>Rate</b>
Fuel Standby attended by RFFS	£317.75 per hour or part thereof

### 3.3 Aircraft Wash Stand

For availability and booking enquiries please contact Airfield Operations on **+44 (0)151 907 1551**.

<b>Aircraft Washstand</b>	<b>Rate</b>
Charge for Washstand use	£63.55 per hour or part thereof



### 3.4 Hangarage/Accommodation Charges

The Company has a range of facilities available for our service partners to rent. Use of hangars and/or accommodation at the Airport is available on an ad-hoc or long term basis. For more information, please contact the Airport's Property Department on [property@liverpoolairport.com](mailto:property@liverpoolairport.com)

### 3.5 Waste Charges

#### 3.5.1 Aircraft Waste Disposal

A fixed charge for the use of the Company's waste management services to remove aircraft waste is applicable to Airport based cleaning operators.

Service	Rate
Aircraft Waste Disposal	£6,500.00 (annual charge)

#### 3.5.2 Other Waste Disposal

All Charges are available upon request. Please contact the Environment Department for further information and applicable Charges on **+44 (0)151 907 1638**.

WASTE DISPOSAL
Disposal of large and small electric appliances, IT and telecommunication equipment, consumer equipment, lighting equipment, electrical and electronic tools, monitoring/control instruments, medical devices, automatic dispensers.
Disposal of general airfield waste, office waste, catering waste, retail waste.

### 3.6 Passes and Permits

All individuals working at the Airport are required to be in possession of a valid pass/identity documents. Each pass has a validity of three years. The Airport Pass Office is open 08:00 - 16:30 Monday – Friday or can be contacted by telephone on **+44 (0)151 907 2103** or email [passoffice@liverpoolairport.com](mailto:passoffice@liverpoolairport.com)

Staff Passes	Rate
60 day or full 3 year pass (new/renewal)	£86.00
Landside only identity card (new/renewal)	£86.00
GA Site only identity card (new/renewal)	£86.00
Failure to Return ID Card	£52.00
Change of Details/Amendments	£21.00

Other Passes and Permits	Rate
1-5 Day Accompanied pass (>48 hrs notice)	£12.00
1-5 Day Accompanied pass (< 48 hrs notice)	£25.00
Contractor identity card (12 months)	£340.00
Tool/Equipment permit card	£22.00
Security report upon request	£22.00 per report

### 3.7 Airside Vehicle Permits (AVP)

All vehicles on the Airport airside must display a valid AVP issued by the Airport's Motor Transport Department which can be contacted on: **+44 (0)151 907 1574**.

Type of AVP	Rate
Full AVP (valid for 12 months)	£44.00
Temporary AVP (valid for 1-5 days)	£21.00

### 3.8 Exceptional Operational Requirements

Where a flight imposes operational constraints, the Airport Operations Director, or their nominated deputy, may require the Operator to pay an additional charge.

### 3.9 De-icing

Operators using the Airport during the winter schedule must have a contract in place for de-icing of their aircraft with an approved supplier. Where a flight is diverted to the Airport and the Operator does not have a contract, the Airport will procure services subject to payment of the appropriate charges.

### 3.10 Training Courses and Training Centre Room Hire

For availability and bookings enquiries for the following training courses please contact Reception at the Airport on **+44 (0)151 907 1622**.

Training Courses	Rate
Airside Driving Permit CAT A	£117.88 per attendee
Airside Driving Permit CAT M	£78.59 per attendee
No Shows following Booking Request	Charged at Full Rate

For availability and bookings enquiries for the following RFFS Training Courses please contact the RFFS Station at the Airport on **+44 (0)151 907 1581**.

RFFS Training Courses	Rate
½ Day Fire Awareness – up to 3 attendees	£64.06 per attendee
½ Day Fire Awareness – 4 to 6 attendees	£59.79 per attendee
½ Day Fire Awareness – 7 to 12 attendees	£51.25 per attendee
Full Day Fire Awareness – up to 3 attendees	£102.50 per attendee
Full Day Fire Awareness – 4 to 6 attendees	£93.96 per attendee
Full Day Fire Awareness – 7 to 12 attendees	£85.41 per attendee
Fire Marshall Training – up to 3 attendees	£64.06 per attendee
Fire Marshall Training – 4 to 6 attendees	£59.79 per attendee
Fire Marshall Training – 7 to 12 attendees	£51.25 per attendee
Manual Handling (2 hours) – up to 10 attendees	£25.63 per attendee
Manual Handling (2 hours) – over 11 attendees	£21.35 per attendee

## 4. DISCOUNTS

The Company welcomes longer term agreements with Operators, and as such, Operators may apply to the Company for discounts on the Charges for the operation of new services to new destinations, or for increased frequencies to existing destinations. Such discounts need to be agreed in writing with the Company prior to the commencement of such services.

**The granting of discounts shall be at the complete discretion of the Company.**

## 5. PAYMENT TERMS

- 5.1 Charges are payable by the Operator in advance of their visit to the Airport, unless a visit is unscheduled, for example, a diverted flight, in which case the Operator will be invoiced for the Charges in accordance with the remainder of this clause. The Company will issue a pro-forma invoice to the Operator, and the Operator shall make a payment on account of the pro-forma invoice total 7 days in advance of arrival. Following the visit, the Company will issue a VAT invoice for any additional Charges incurred during the visit, over and above the payment on account. The VAT invoice is payable within 30 days. If the Company has agreed to extend credit facilities to an Operator, the Charges for a visit are payable within 30 days of the date of the invoice from the Company (or within such other credit period as may be agreed in writing). Credit facilities will only be extended to Operators where prior written approval has been granted by the Company. Application for credit facilities will be considered by the Airport Finance Department.
- 5.2 The Operator shall pay the appropriate Charges as amended from time to time. The Operator shall also pay the appropriate charges for any supplies, services or facilities provided to them or to the aircraft at the Airport by or on behalf of the Company. 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 the Company. All such charges shall be payable by the Operator within 30 days of the date of an invoice issued by the Company.
- 5.3 Without limiting the Company's other rights and remedies, if the Operator fails to make a payment due to the Company under these Terms by the due date, the Operator shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest shall accrue each day at 4% above the base rate of Barclays Bank from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.4 Time for payment shall be of the essence of these Terms.

## 6. OPERATIONS

- 6.1 The Operator, or its appointed handling agent, shall furnish to the Company, or to such other company as the Company may direct, in such form as the Company may from time to time determine:
  - 6.1.1 information relating to the movements of its aircraft, or aircraft handled by the handling agent, at the Airport within 24 hours of each movement. The information must include (without limit) details of the number of terminal arriving, departing and transit Passengers, the volume of cargo and mail embarked and disembarked at the Airport, and the name and address of the Operator who is to be invoiced, if the information is being provided by the handling agent;

- 6.1.2 on demand, details of the Maximum Take Off Weight authorised in respect of each aircraft owned or operated by the Operator;
  - 6.1.3 on demand, details of any changes to the Maximum Take Off Weight authorised in respect of each aircraft owned or operated by the Operator;
  - 6.1.4 within 28 days of 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 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 the Company, produce for inspection the original copies of such documents.
- 6.2 If the Operator, or its handling agent, fails to provide the information required by these Terms within the period stipulated herein, the Company shall be entitled to assess the Charges payable hereunder by the Operator by reference to the Maximum Take Off Weight authorised, and the maximum Passenger capacity of the aircraft type. The Operator shall pay the Charge assessed by the Company.
- 6.3 The Operator shall not be entitled to make any set-off against, or deduction from, the Charges. The Operator must pay such Charges in full pending resolution of any claim.
- 6.4 In the interests of safety and managing performance standards, all Operators must, as a condition of operating at the Airport, only contract with handling agents who have entered into a Licence. The Licence contains the Company's requirements for operating ground handling services at the Airport, and when signed on behalf of the handling agent and the Company, confirms that those requirements are in place.
- 6.5 The use of the Airport is subject to the following conditions:
- 6.5.1 compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot; and
  - 6.5.2 compliance with any Airport byelaws in force from time to time, instructions and orders given or published from time to time by the Company, the Civil Aviation Authority, the Department for Transport and Border Force.
- 6.6 All Operators must comply with all reasonable instructions, orders and directions of the Company from time to time.

## 7. LIMITATION OF LIABILITY

- 7.1 Nothing in these Terms shall limit or exclude the liability of the Company, or a Group Company, for:
- 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 7.1.2 fraud or fraudulent misrepresentation;
  - 7.1.3 any other liability that cannot be excluded by law.
- 7.2 Subject to clause 7.1, the Company and its Group Companies shall not be liable to the Operator, handling agents, subcontractors or any other person, whether in contract, tort (including

negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and/or the use of the Airport for:

7.2.1 loss of profits;

7.2.2 loss of sales or business;

7.2.3 loss of agreements or contracts;

7.2.4 loss of anticipated savings;

7.2.5 loss of use or corruption of software, data or information;

7.2.6 loss of or damage to goodwill; and

7.2.7 any indirect or consequential loss.

7.3 Subject to clause 7.1, the total liability of the Company and its Group Companies to the Operator and/or the handling agent, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms and/or the use of the Airport, shall be limited to 100% of the total Charges paid by the Operator in the 12 months prior to the event given rise to the claim, or such shorter period as the case may be.

7.4 Neither the Company, nor any Group Company, nor their respective employees, servants or agents, shall have any liability arising from any actual or alleged damage to or loss of any aircraft, its parts or accessories, or any property contained on or in the aircraft, at any time howsoever arising, including, but not limited to, liability resulting directly or indirectly from any act, omission, neglect or default on the part of the Company or any Group Company, or their respective employees, servants or agents, unless done with intent to cause damage and with knowledge that damage would probably result.

7.5 The Company will not be liable for any loss incurred by any Operator and/or handling agent due to the Airport ceasing operations, and the Company does not guarantee the continued use or operation of the Airport. The Company may at any time restrict access of the public to the Airport without incurring any liability whatsoever to the Operator and handling agents.

## 8. INSURANCE

8.1 Each Operator and handling agent must, prior to the provision of operations at the Airport:

8.1.1 take out and maintain a policy in respect of comprehensive legal liability insurance covering the liability of the Operator or handling agent covering all claims, including all airside locations/activities and for personal injury to or death of persons, damage to property including airside motor vehicle operation, war and terrorism cover all arising out of or in the course of or by reason of the supply of the operations/ services and which insurance shall cover any legal liability which may be incurred by the Operator or handling agent or any of its employees or agents in respect of any loss or damage to any property (whether real or personal to whomsoever belonging, and including any financial or consequential loss) of whatever nature and howsoever arising in connection with the operations/services;

8.1.2 ensure that the actual level of insurance cover purchased is at a level which will be determined according to type/location of the operation/service to be provided and will be advised to the Operator or handling agent on request, but in any event shall be as a minimum:

- 8.1.2.1 not less than £50,000,000 GBP (fifty million pounds) public liability including Airside;
- 8.1.2.2 unlimited liability in respect of non-airside private motor vehicle bodily injury /private motor vehicle property damage;
- 8.1.2.3 not less than £5,000,000 GBP (five million pounds) commercial vehicle third party property damage;
- 8.1.2.4 not less than £10,000,000 GBP (ten million pounds) employers' liability.

8.2 The minimum sums insured must apply in respect of any one occurrence or series of occurrences arising out of one event but unlimited during the period of the policy. The Company reserves the right to amend the above minimum levels of insurance cover from time to time.

## 9. AUTHORITY TO BOARD AIRCRAFT

The Company, its employees, or agents shall have the authority to board any aircraft at the Airport for any purpose connected with the operation of the Airport, and may require the Operator of the aircraft to pay any costs incurred by the Company in doing so.

## 10. RECOVERY/REMOVAL OF AIRCRAFT

- 10.1 The Company shall have the right to remove, or require the removal of, any aircraft from any part of the Airport where that aircraft is, in the reasonable opinion of the Head of Safety and Airside Operations, in any way impeding the safe and efficient operation of the Airport. This includes the removal of an aircraft from any aircraft parking stand where in the opinion of the Head of Safety and Airside Operations the removal of that aircraft will enable a more efficient Airport operation.
- 10.2 If so advised to remove an aircraft, the Operator of that aircraft must take steps to remove it immediately upon receiving written notice ("Notice") from the Head of Safety and Airside Operations, or nominated representative. Should an Operator refuse to comply with a reasonable request to move the aircraft, the Company shall be entitled to charge the Operator an additional charge of eight times the relevant runway Charge on landing. If the Operator still refuses to move the aircraft, the provisions of clause 10.3 will apply, in addition to payment of the additional charge.
- 10.3 If the Operator is unable to, or does not, comply with the Notice, the Company may carry out the removal. The Operator hereby waives its rights against the Company and its Group Companies, and the Company excludes any liability for loss or damage caused to the aircraft by such removal, other than any which is properly attributable to the wilful misconduct of the Company.
- 10.4 The Company reserves the right at its discretion to carry out such aircraft removal without issuing a Notice, where, in the opinion of the Head of Safety and Airside Operations, safety at the Airport is at risk.
- 10.5 The Operator shall fully and effectively indemnify and hold harmless the Company and its Group Companies from and against any and all claims, losses, damage, costs, liabilities and expenses suffered or incurred by the Company or any Group Company in carrying out a removal of aircraft in accordance with this clause 10, and including any liability for loss or damage to property and/or in respect of bodily injury (including death) which may be made against the Company or any

Group Company howsoever incurred as a result of any removal or failure to remove an aircraft pursuant to clauses 10.2, 10.3 and clause 10.4.

## 11. LIEN

11.1 Under section 88(1) of the Civil Aviation Act 1982 the Company is entitled to detain and sell aircraft in respect 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”.*

11.2 For so long as the aircraft, its parts and accessories shall be at the Airport or upon any land within the Airport allotted by, or rented from, the Company or any Group Company, the Company shall have a continual lien, both particular and general, over the aircraft, for all Charges of whatsoever nature and whenever incurred in respect of the aircraft (whether or not they were incurred by the person who is the Operator at the time when the lien is exercised), or in respect of any other aircraft of which the person in default is the Operator at the time when the lien is exercised. 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.

## 12. GENERAL

12.1 Any notice or other communication given to a party under or in connection with these Terms shall be in writing, and shall be delivered by hand or sent by recorded delivery post at its registered office.

Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, and if sent by recorded delivery post, at 9.00 am on the second business day after posting.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.2 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 12.3 Other than Group Companies who may enforce these Terms as if a party to them, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
- 12.4 Except as otherwise set out in these Terms, no variation of these Terms shall be effective unless agreed in writing and signed by the parties (or their authorised representatives).
- 12.5 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter or formation shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.