

Conditions of use for aircraft operators

26 January 2024

1. WHEN THESE CONDITIONS APPLY

- 1.1. Unless we agree otherwise in writing, these Conditions apply every time an Operator or its Personnel accesses the Airport or uses the Services.
- 1.2. We may amend these Conditions (including the Services) from time to time by posting a replacement version of the Conditions on our Website. We may provide Operators with direct notice of the changes but we are not required to do so.

2. WORDS AND MEANINGS IN THESE CONDITIONS

2.1. In these Conditions:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Aircraft	means fixed-wing aircraft, helicopters and unmanned aerial vehicles (UAV), including their parts, accessories, equipment and stores;
Airport	means Leeds Bradford Airport situated at Leeds, LS19 7TU, which is operated by us or under our control;
Airport Aerodrome Manual	means the aerodrome manual produced by us and relating to the Airport from time to time;
Airport Byelaws	means the byelaws relating to the Airport in force from time to time;
Airport Policies	means those policies relating to access to, and use of, the Airport including but not limited to: Anti-Bribery and Anti-Corruption, Modern Slavery, Social Media, Privacy, Security, Safety, Airside Driving and the Supplier Code of Conduct;
Applicable Law	means: <ol style="list-style-type: none">a) all primary and secondary legislation of the UK Parliament;b) common law and equity;c) the exercise of an administrative power with the force of law or the royal prerogative;

Conditions of use for aircraft operators

26 January 2024

- d) any applicable Consent;
- e) any direction, guidance, standards, codes and directives issued by a Competent Authority;
- f) the local traffic regulations published from time to time in the AGA Section of the United Kingdom Aeronautical Information Publication (UK Air Pilot) and Notices to Airmen (NOTAMS); and
- g) the Airport Aerodrome Manual and the Airport Byelaws;

Business Day	mean a day on which banks generally are open for non-automated business in England, excluding Saturdays, Sundays, bank holidays and public holidays;
Charges	means the charges specified in the Charges Schedule as it applied at the date of the event giving rise to the charge;
Charges Schedule	means the list of charges payable for access to the Airport and the provision of the Services, as published on our Website or otherwise notified to the Operator from time to time;
Competent Authority	means without limitation any national, federal, regional, state, local, European Union or other court, arbitral tribunal, administrative agency or commission or other governmental, administrative or regulatory body, authority, agency or instrumentality of competent jurisdiction, including the Civil Aviation Authority and the Secretary of State for Transport;
Conditions	means the conditions set out in this document, including any documents explicitly referred to in them;
Confidential Information	means all information disclosed or made available, directly or indirectly, by a party (or its Affiliates) to the other party (or its Affiliates) which would ordinarily and reasonably be regarded as confidential, but not including the Excluded Information with effect from the date that it becomes Excluded Information;
Consent	means any permit, permission, licence or consent (however called) required to undertake the activity in question;

Conditions of use for aircraft operators

26 January 2024

Control	<p>means (as applicable):</p> <ul style="list-style-type: none"> a) the same as in section 1124 of the Corporation Tax Act 2010; b) the beneficial ownership of more than 50% of the issued share capital of a company; or c) the legal power to direct or cause the direction of the management of the company;
Crew	<p>means any person who is carried in an Aircraft and who is:</p> <ul style="list-style-type: none"> a) a member of the Flight Crew (as defined in the Air Navigation Order 2016); b) a person carried on the flight deck who is appointed by the Operator to give or to supervise the training, experience, practice and periodical tests required for the Flight Crew under article 114(2) of the Air Navigation Order 2016 or any provision of EU-OPS; or c) a member of the Cabin Crew (as defined in the Air Navigation Order 2016);
Data Protection Legislation	<p>means Applicable Laws relating to the processing and protection of personal data, including the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;</p>
EU-OPS	<p>means Annex III to Council Regulation (EEC) No 3922/91;</p>
Excluded Information	<p>means information which:</p> <ul style="list-style-type: none"> a) is or becomes publicly known through no default or breach of these Conditions by the receiving party; b) was or becomes lawfully known to the receiving party without restriction, from a source other than the disclosing party, who itself obtained it without any confidentiality obligation;

Conditions of use for aircraft operators

26 January 2024

	<ul style="list-style-type: none">c) has been independently developed by the receiving party as evidenced by written records; ord) is approved for disclosure by the party which has provided it without restriction in a document signed by a duly authorised officer of such party;
Flight	has the same meaning as in the Air Navigation Order 2016;
Freight	means any cargo, including mail;
Force Majeure Event	means an event or sequence of events beyond the reasonable control of the party affected by it, including: an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, explosion, adverse weather conditions, fire or accident, sabotage, cyber attack, terrorist act, bombings or threats of bombings, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of these Conditions, strike, lockout or boycott or other industrial action including those involving our or our Personnel's workforce, security alerts, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government or other authority, air traffic control delays or restrictions or failure or obstruction of any runway or taxiway;
GDPR	means Regulation (EU) 2016/679 to the extent it remains part of English law by virtue of the European Union (Withdrawal) Act 2018;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence and foresight reasonably and ordinarily expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances, complying in all cases with Applicable Laws and seeking in good faith to fulfil its contractual obligations;
Handling Agent	means a handling agent appointed by the Operator, and licensed and approved by us, for the provision of Passenger and Freight ground handling services, and includes an Operator that self-handles;

Conditions of use for aircraft operators

26 January 2024

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- a) whether registered or not;
- b) including any applications to protect or register such rights;
- c) including all renewals and extensions of such rights or applications;
- d) whether vested, contingent or future;
- e) to which the relevant party is or may be entitled, and
- f) in whichever part of the world existing;

IATA

means the International Air Transport Association;

Maximum Take-off Weight

means, in relation to an Aircraft, the maximum total weight of the Aircraft and its contents at which the Aircraft may take off in the United Kingdom, in the most favourable circumstances, in accordance with the certificate of airworthiness in force for the Aircraft (which includes any validations of the certificate of airworthiness and any flight manual or performance schedule relating to the Aircraft);

Movement

means:

- a) in relation to an Aircraft, either:
 - (i) the taking of or landing of that Aircraft (as applicable);
 - (ii) any use of a published instrument procedure whether there is an intention to land or not; or
 - (iii) making a visual approach to any runway whether there is an intention to land or not; and

Conditions of use for aircraft operators

26 January 2024

- b) in relation to Passenger baggage or Freight handling, one complete operation of either loading or unloading an Aircraft (as applicable);

Operator	means the person for the time being having the management or possession of the Aircraft, including that person's Personnel using, attempting to make use of, or having used the facilities we offer at the Airport or other land under our control;
Operator Obligations	means the operator's obligations under these Conditions;
Passenger	means a person joining or leaving an Aircraft at the Airport, excluding the Crew;
Personnel	means the officers, employees, agents and contractors (of whatever tier) of the relevant party, excluding in each case the other party and its Personnel;
Relief Event	<p>means:</p> <p>a) a Force Majeure Event;</p> <p>b) an act or omission of an Operator, its Personnel or any third party which prevents, impedes or delays us in providing access to the Airport and/or any of the Services; and/or</p> <p>c) a runway closure when initiated by us due to emergency repair works, disabled Aircraft, or weather.</p>
Services	means the services defined in Condition 5.2;
Surcharge	means a surcharge specified in the Charges Schedule as it applied at the date of the event giving rise to the surcharge;
We	are Leeds Bradford Airport Limited (registered number 02065958), and related expressions must be construed accordingly;
Website	means the Airport's website, currently www.leedsbradfordairport.co.uk .

Conditions of use for aircraft operators

26 January 2024

2.2. In these Conditions:

- 2.2.1. the headings are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 2.2.2. a reference to a person includes legal and natural people and unincorporated associations (in each case whether or not having separate legal personality);
- 2.2.3. a reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 2.2.4. words in the singular include the plural and vice versa;
- 2.2.5. words and phrases such as “including”, “for example”, “in particular”, and any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any words to which they relate;
- 2.2.6. any negative obligation shall be construed as if it were also an obligation not to suffer or permit the act or thing in question;
- 2.2.7. any positive obligation shall be construed as if it were also an obligation to procure that the act or thing in question be done;
- 2.2.8. a reference to writing includes any method of reproducing words in a legible and non-transitory form, including email where the context admits;
- 2.2.9. a reference to Applicable Law is a reference to that Applicable Law as amended, extended, re-enacted or consolidated from time to time, and a reference to Applicable Law includes all Applicable Law made under it from time to time; and
- 2.2.10. where a word or phrase has a defined meaning in these Conditions, cognate expressions shall be construed accordingly.

3. **INFORMATION TO BE PROVIDED BY THE OPERATOR**

3.1. The Operator must provide us with the following “**Required Information**”:

- 3.1.1. their name, address and contact details;
- 3.1.2. the names, addresses, telephone numbers, email addresses and all other contact details for the Operator’s key Personnel that we may contact about emergencies; and security, operational or financial matters;
- 3.1.3. for each Aircraft that the Operator intends to use at the Airport:
 - (a) the type, registration, registered holder and, if different, owner of the Aircraft;

Conditions of use for aircraft operators

26 January 2024

- (b) the Aircraft's dates of operation, certified noise levels, and percentage compliance to ICAO Committee on Aviation Environmental Protection (CAEP) emission standard;
- (c) the Maximum Take-Off Weight and maximum Passenger capacity of the Aircraft; and
- (d) the certificates of insurance currently in force in respect of that Aircraft; and

3.1.4. where required by us, a completed copy of our new customer form.

3.2. The Required Information must be provided:

3.2.1. wherever reasonably practicable, before the Operator accesses the Airport or uses the Services; and

3.2.2. in any event within twenty-four (24) hours of the Operator or its Personnel accessing the Airport or using the Services.

3.3. If any of the Required Information changes, the Operator must provide us with the updated Required Information promptly and in any event within fourteen (14) days of the change taking place.

3.4. The Operator must provide us with any further information we reasonably request promptly and in any event within three (3) days of our request being made, including copies of:

3.4.1. Aircraft load sheets, to enable verification of Passenger information; and

3.4.2. extracts from Aircraft flight manuals, to enable verification of Aircraft weight and noise characteristics.

3.5. Any information provided to us by the Operator must be complete and accurate in all material respects.

3.6. The Operator shall, following our request in writing, produce for inspection by any person duly authorised by us the original or copies of the information referred to in this Condition 3.

4. **STANDARDS REQUIRED FROM OPERATORS**

4.1. Whenever the Operator or its Personnel access the Airport or use the Services, they must do so in accordance with:

4.1.1. these Conditions;

4.1.2. Applicable Law;

4.1.3. Good Industry Practice;

4.1.4. Airport Policies; and

Conditions of use for aircraft operators

26 January 2024

- 4.1.5. any lawful instructions given by us or our duly authorised Personnel, whether directly to the Operator or by publication to all Operators or a class of Operators.
- 4.2. The Operator and its Personnel must not do anything, or fail to do anything, that puts us in breach of Applicable Law.
- 4.3. The Operator must appoint a Handling Agent as required by the version of the United Kingdom Aeronautical Information Publication in force from time to time, and ensure that the Handling Agent complies with any Consents issued to them for the activities they carry out at the Airport.
- 4.4. The Operator must not appoint any third party (including a Handling Agent) to provide any activity on the part of the Airport which is from time to time designated as “airside” unless:
 - 4.4.1. we have approved the relevant third party in writing; and
 - 4.4.2. the third party has been issued with and/or entered into any Consents we reasonably require from time to time, which for the avoidance of doubt, may include entering into an agreement or licence directly with the Airport.
- 4.5. The Operator shall remain responsible for the acts and omissions of any third party it appoints pursuant to Condition 4.4 and shall procure that such third party complies with all Applicable Laws and Airport Policies.
- 4.6. The Operator must (and, as applicable, must ensure that its Personnel and any Handling Agent shall):
 - 4.6.1. ensure that their Personnel comply with our airside operating procedures, including but not limited to the Airport Policies, and these Conditions, including by providing relevant training to their Personnel;
 - 4.6.2. employ sufficient numbers of suitably skilled and qualified staff to provide the ground handling services and provide those staff with adequate training, with records of training being made available to us on request;
 - 4.6.3. to the extent we provide them, use common terminal equipment for checking-in Passengers at the Airport;
 - 4.6.4. use check-in kiosks and/or airbridges to the extent we direct them to do so;
 - 4.6.5. use all reasonable endeavours to avoid any act or omission that may adversely affect the Airport or our commercial operations, including imposing any new restrictions on the number of duty-free bags, or other items purchased at the Airport, that Passengers may take on board Aircraft;
 - 4.6.6. provide us with information relating to the Movements of the Operator's Aircraft at the Airport, wherever practicable twenty-four (24) hours prior to each Movement and, in any event, within forty-eight (48) hours of the relevant Movement, including:

Conditions of use for aircraft operators

26 January 2024

- (a) Aircraft registration, including information about the number of Passengers (both terminal and transit);
 - (b) the number of Passenger bags embarked and disembarked at the Airport;
 - (c) amount of Freight (in kilograms) taken off or placed on the Aircraft;
 - (d) amount of mail (in kilograms) taken off or placed on the Aircraft;
 - (e) the scheduled time of arrival/departure as appropriate;
 - (f) the actual time of arrival/departure on/off stand;
 - (g) Aircraft type;
 - (h) origin or destination point of aircraft using IATA three letter code; and
 - (i) delay attribution using standard IATA delay codes.
- 4.6.7. have the equipment necessary to handle the Aircraft types to be used by the Operator at the Airport, whatever the weather or season, and that such equipment is sufficient, properly maintained, kept in full working order and compliant with Applicable Law and Airport Policies;
- 4.6.8. comply with our internal audit requirements as and when requested;
- 4.6.9. supervise and direct the loading of Passenger baggage and Freight into the Aircraft, and the positioning and securing of all Passenger baggage and Freight within the Aircraft so as to ensure the safety of the Aircraft both in the air and on the ground;
- 4.6.10. supervise and direct the off-loading of Passenger baggage and Freight from the Aircraft so as to ensure the safety of the Aircraft both in the air and on the ground;
- 4.6.11. provide any special equipment necessary for the handling of heavy and awkward items of Freight;
- 4.6.12. provide all materials (including rope, webbing, timber and matting) which may be required for the proper stowing and securing of dead loads in the Aircraft;
- 4.6.13. ensure that departing Passengers are not called to gate more than 30 minutes prior to the later of the scheduled departure time of the relevant Flight and the estimated departure time of the relevant Flight;
- 4.6.14. not cause a nuisance to us or any owner of property in the vicinity of the Airport; and
- 4.6.15. cooperate with us in all matters relating to the Services.

Conditions of use for aircraft operators

26 January 2024

- 4.7. The Operator shall ensure that any of its Personnel engaged in activities implicitly or explicitly authorised or required by these Conditions have the training, qualifications, skills, experience and Consents necessary to perform the activities for which they are engaged, including any required under Applicable Law.
- 4.8. The Operator acknowledges that it is responsible for the acts and omissions of its Personnel and any Handling Agent as if they were the acts and omissions of the Operator.
5. **SERVICES PROVIDED BY US**
- 5.1. Subject to the other provisions of these Conditions, the Operator may access the Airport and use the Services as long as it complies with these Conditions.
- 5.2. The “**Services**” we provide are:
- 5.2.1. non-exclusive use of the runways at the Airport;
 - 5.2.2. landing, take-off and navigation services (including air traffic control);
 - 5.2.3. Cat 3 ILS (instrument landing system) landing facilities on runway 32 and Cat 1 ILS landing facilities on runway 14 (or any other improved system or facilities);
 - 5.2.4. bussing at the Airport for passengers as may be required;
 - 5.2.5. customs and immigration services and facilities;
 - 5.2.6. security services, including all hand baggage and all hold baggage screening and all security services that airports in England are obliged to provide pursuant to the United Kingdom National Aviation Security Programme and any Applicable Law;
 - 5.2.7. non-exclusive use of the public departure lounge or lounges at the Airport (excluding any lounge facility for which the public has to pay for access);
 - 5.2.8. information to customers on screens and through announcements throughout the terminal of relevant customer information, including departure and arrival information; and
 - 5.2.9. provision of assistance to persons with reduced mobility that the managing body of the Airport is required to provide pursuant to EC Regulation 1107/2006.
- 5.3. We will provide access to the Airport and perform the Services in accordance with:
- 5.3.1. these Conditions;
 - 5.3.2. Applicable Law;
 - 5.3.3. Good Industry Practice; and

Conditions of use for aircraft operators

26 January 2024

5.3.4. Airport Policies.

5.4. Time shall not be of the essence for performance of the Services.

5.5. If we do not perform the Services in accordance with Condition 5.3 following written notice from the Operator in accordance with Condition 17 of such non-performance, we may, at our option:

5.5.1. refund the Charges that relate to the Services that were defectively performed; or

5.5.2. re-perform the Services so that they comply with Condition 5.3, save as to time of performance;

and this will be the Operator's sole remedy subject to Condition 14.1 and Condition 14.4.

5.6. Save as otherwise set out in these Conditions, we shall not provide any reduction or exemption from the Charges by reason of the temporary unavailability of any Services, assistance, supplies or other facilities. We shall not be liable for payment of any additional charges that the Operator may incur in the event of a diversion or requirement to land at another landing site.

5.7. If a Relief Event occurs:

5.7.1. we may suspend access to the Airport and/or performance of the Services to the extent those things are impeded, delayed or prevented by the Relief Event;

5.7.2. we shall not be liable (in contract, tort (including negligence) or otherwise) for any loss that is caused by a Relief Event or for any associated costs incurred, subject to Condition 14.1; and

5.7.3. to the extent the Relief Event is caused or contributed to by the Operator's acts or omissions, the Operator shall indemnify us on demand for any claims, demands, liabilities, losses, damages, costs and expenses we suffer or incur as a result of that Relief Event.

5.8. We may modify, suspend or terminate access to the Airport at any time, with or without notice.

6. **MOVING AND RECOVERY OF AIRCRAFT AT THE AIRPORT**

6.1. The Operator shall not park an Aircraft at the Airport for more than twenty-four (24) hours without our prior written agreement.

6.2. Subject to air traffic clearances, the Operator must comply with any instruction from us to move an Aircraft to another position on the airfield or to remove it from the Airport.

6.3. If the Operator fails to comply with such an instruction as set out in Conditions 6.1 and 6.2, we are entitled to:

6.3.1. charge the Operator a Surcharge in such an amount we consider to be fair and reasonable in the circumstances;

Conditions of use for aircraft operators

26 January 2024

- 6.3.2. move or remove an Aircraft ourselves if, having given an instruction under Condition 0, we are not satisfied (acting reasonably and in good faith) that the Operator will move the Aircraft in a safe and timely manner; and
- 6.3.3. invoice the Operator for all claims, demands, liabilities, losses, damages, costs and expenses associated with the failure to comply with an instruction as set out in Conditions 6.1 and 6.2 and the moving or removal of an Aircraft pursuant to Condition 6.3.2.

7. CHARGES AND SURCHARGES

- 7.1. In consideration of us providing access to the Airport and performing the Services, the Operator must pay the Charges and Surcharges calculated in accordance with the Charges Schedule.
- 7.2. Subject to Condition 7.3, we will calculate the Charges using the information provided to us under Condition 4.6.6 and any other information reasonably available to us, including data from SITA Messaging and the Operator's Handling Agent.
- 7.3. If the Operator fails to provide the information required under Condition 4.6.6, or if we have reasonable grounds to suspect that the information provided is not accurate, we may assess the Charges by reference to the Maximum Take-off Weight and the maximum Passenger capacity of the relevant Aircraft type.
- 7.4. Subject to Condition 7.7, the Operator must pay the Charges and Surcharges, plus any applicable VAT:
 - 7.4.1. where we have agreed credit facilities with an Operator, within 28 days of the date of the Company's invoice (or within such other credit period as may be agreed in writing);
 - 7.4.2. where we have not agreed credit facilities with an Operator or the credit facilities have been withdrawn, on demand and, in any event, before the Aircraft in relation to which the Charges or Surcharges have been incurred departs from the Airport and time for payment shall be of the essence;
 - 7.4.3. in GBP (or another currency we have agreed to in writing) by direct bank transfer of immediately available funds to the account we specify; and
 - 7.4.4. without withholding, deduction, set-off, abatement, retention or counterclaim (however called).
- 7.5. Any credit or discount facilities we make available to the Operator may be withdrawn with or without notice (at our option) if:
 - 7.5.1. payment is not made when due under Condition 7.4;
 - 7.5.2. in our opinion, the Operator is in breach of any of these Conditions; or
 - 7.5.3. on the occurrence of an Event of Default as defined in Condition 16.1.

Conditions of use for aircraft operators

26 January 2024

7.6. Without prejudice to any of our other rights or remedies, if:

7.6.1. a payment is not made when due under Condition 7.4; or

7.6.2. if a payment disputed under Condition 7.7 is agreed or determined to have been due to us;

the Operator must pay us interest on that amount from and including the original date for payment up to and including the date of actual payment (whether before or after judgment), such interest to be calculated at the annual rate of four percent (4%) above the base rate of the Royal Bank of Scotland plc from time to time in force, accruing daily.

7.7. If the Operator disputes the Charges or the Surcharges in good faith, the Operator must pay the undisputed amount in accordance with Condition 7.4 and give us written notice under Condition 17 of the dispute (including the amount disputed and the reasons why) before expiry of the time period given in Condition 7.4. If the parties are unable to resolve the dispute within fourteen (14) days, either party may refer the dispute for resolution under Condition 18.

7.8. Any amount agreed or determined to be due from the Operator following a dispute under Condition 7.7 must be paid within ten (10) days following that agreement or determination, together with applicable VAT and interest due in accordance with Condition 7.6 (if any).

7.9. We may require the Operator to:

7.9.1. pay a cash deposit in respect of the next three (3) months' Charges ("**Deposit**"); and/or

7.9.2. pay Charges on account, either:

(a) in respect of a future period of time (such as monthly); or

(b) in respect of one or more individual Flights;

(each a "**Payment on Account**"),

in each case taking into account any Charges previously incurred by the Operator and our estimate (acting reasonably and in good faith) of the Operator's likely use of the Airport and the Services.

7.10. We may (but are not required to) set-off any Deposit against any outstanding Charges and/or Surcharges due to us from the Operator. If we choose to do so:

7.10.1. we may set-off the Deposit against the Charges and/or Surcharges in the order we consider appropriate, in our sole discretion; and

7.10.2. we may require the Operator to pay an additional amount to restore the level of the Deposit to that required under Condition 7.9, following the set-off,

Conditions of use for aircraft operators

26 January 2024

- 7.11. We will set-off any Payment on Account against any Charges and/or Surcharges incurred in the month to which the Payment on Account relates, provided that:
- 7.11.1. the Payment on Account may be applied by us against any outstanding Charges or Surcharges in the order we consider appropriate (in our sole discretion);
 - 7.11.2. if the Payment on Account is less than the aggregate Charges and Surcharges due from the Operator in the relevant month, the Operator must pay the balance to us in accordance with Condition 7.4; and
 - 7.11.3. if the Payment on Account is more than the aggregate Charges and Surcharges due from the Operator in the relevant month, the balance shall be carried forward to the next month (and the Payment on Account for the next month shall be reduced by the amount of the balance).
- 7.12. The payment and/or application of any Deposit or Payment on Account is without prejudice to the Operator's obligation to pay the whole of the Charges and the Surcharges.
- 8. LIEN AND SECTION 88 OF THE CIVIL AVIATION ACT 1982**
- 8.1. While any of the Operator's liabilities to us remain unsatisfied, we shall have a continual contractual lien (both particular and general) over any of the Operator's Aircraft and vehicles (including in both cases their parts and accessories) that are at any time on the Airport, or on other land under our control, notwithstanding the time at which the liability was incurred (**Lien**).
- 8.2. We are entitled to prevent any Aircraft, vehicle, parts or accessories that are subject to the Lien from being removed from the Airport or other land under our control.
- 8.3. If any Aircraft, vehicle, parts or accessories that are subject to the Lien are removed from the Airport (or other land under our control), the Lien will continue in force and be exercisable when they are returned to the Airport (or other land under our control).
- 8.4. If any of the Operator's liabilities to us remain unsatisfied twenty-eight (28) days after we have served a letter demanding payment on the Operator (or the registered owner of the Aircraft), we may at our discretion remove, sell, destroy or otherwise dispose of any Aircraft or vehicle (including their parts and accessories) that is subject to the Lien, in order to satisfy the relevant liability.
- 8.5. If we exercise our powers under Condition 8.4:
- 8.5.1. we shall have no duty to obtain the best possible price; and
 - 8.5.2. we shall be entitled to apply any proceeds to discharging the Operator's liabilities (in any order we consider appropriate) before accounting for any balance to any party entitled to it.
- 8.6. Our contractual rights under Conditions 8.4 and 8.5 are in addition, and without prejudice, to our rights and remedies under Applicable Law.

Conditions of use for aircraft operators

26 January 2024

8.7. If an Aircraft is detained under to section 88(1) of the Civil Aviation Act 1982 and Charges or Surcharges are not paid within 56 days of the date when detention began, we may sell any detained Aircraft or any vehicle in order to satisfy any such Charges in accordance with that provision.

8.8. Neither we nor our Personnel shall be liable for loss of or damage to an Aircraft or any vehicle occurring while an Aircraft is being removed or dealt with in accordance with this Condition 8.

9. **AUTHORITY TO BOARD AIRCRAFT**

Our Personnel may board any of the Operator's Aircraft at the Airport for any purpose connected with the operation of the Airport, and the Operator shall procure that its Personnel provide all reasonable cooperation to our Personnel to fulfil that purpose.

10. **DATA PROTECTION**

Each party shall, at its own cost, provide the other party with reasonable cooperation to fulfil the other party's obligations as a Controller (as defined in the Data Protection Legislation) under the Data Protection Legislation.

11. **INTELLECTUAL PROPERTY**

Nothing in these Conditions shall operate to licence or transfer any Intellectual Property Rights from one party to the other.

12. **CONFIDENTIALITY**

12.1. Subject to Condition 12.2, each party shall keep the Confidential Information of the other party confidential and shall only use the other party's Confidential Information for the purpose of performing its obligations or receiving the benefit of these Conditions.

12.2. Where a party receives a request to disclose the other party's Confidential Information to a Competent Authority or under Applicable Law, the receiving party may disclose such Confidential Information only to the extent required by Applicable Law provided that, to the extent it is legally permitted to do so, it gives the disclosing party as much notice under Condition 17 of such disclosure as possible and takes into account the reasonable requests of the disclosing party in relation to the content of such disclosure.

13. **INSURANCE**

13.1. At any time when the Operator is (or its Personnel are) accessing or using the Airport, or using the Services, the Operator must have in force, with reputable insurers incorporated in the United Kingdom, the following contracts of insurance (the "**Insurance Policies**"):

13.1.1. in respect of any Aircraft operated or used by the Operator at the Airport: all risks passenger, public and third-party liability insurance of not less than three hundred million pounds (£300,000,000) per claim (or such other greater amount as is required by any Applicable Law);

Conditions of use for aircraft operators

26 January 2024

- 13.1.2. in respect of any vehicle which the Operator or its Personnel use or operate on the part of the Airport which is from time to time designated as "airside": insurance that is appropriate to the nature of the risks of not less than fifty million pounds (£50,000,000) per claim (or such other greater amount as is required by any Applicable Law); and
- 13.1.3. without prejudice to Condition 13.1.2, where the Operator or its Personnel operate on the part of the Airport which is from time to time designated as "airside": insurance that is appropriate to the nature of the risks of not less than ten million pounds (£10,000,000) per claim (or such other greater amount as is required by any Applicable Law);
- 13.1.4. without prejudice to Conditions 13.1.1, 13.1.2 and 13.1.3, passenger, baggage, cargo and third-party liability insurance in respect of any Aircraft operated at the Airport by the Operator at a level which shall be no less than the minimum levels of insurance prescribed by Regulation (EC) No 785/2004.

13.2. The Operator must provide us with:

- 13.2.1. copies of the Insurance Policies;
- 13.2.2. evidence that the relevant premiums have been paid and that the Insurance Policies remain in force; and/or
- 13.2.3. a copy of the Civil Aviation Authority's confirmation that the Operator has insurance in place that complies with the Civil Aviation Authority's requirements;

within three (3) days of our request.

- 13.3. The Operator must ensure that the Insurance Policies are not vitiated, and that the Operator's ability to claim upon the Insurance Policies is not prejudiced, by any act or omission of the Operator or its Personnel.
- 13.4. If cover under the Insurance Policies lapses, is not renewed, or becomes subject to material endorsements, the Operator must notify us immediately.

14. **LIABILITY**

14.1. Nothing in these Conditions limits our (and our Affiliates, agents and contractors) liability for:

- 14.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;
- 14.1.2. fraud or fraudulent misrepresentation;
- 14.1.3. any losses which cannot be limited or excluded by Applicable Law;
- 14.1.4. our wilful breach of these Conditions.

Conditions of use for aircraft operators

26 January 2024

- 14.2. Subject to Condition 14.1, our (and our Affiliates, agents and contractors) liability to the Operator (whether in contract, tort (including negligence) or otherwise) in relation to any event or connected series of events shall not exceed an amount equal to one hundred million pounds (£100,000,000).
- 14.3. Subject to Condition 14.1, we (and our Affiliates, agents and contractors) shall not be liable (whether in contract, tort (including negligence) or otherwise) for:
- 14.3.1. loss of profits;
 - 14.3.2. loss of revenue;
 - 14.3.3. loss of business;
 - 14.3.4. depletion of goodwill or similar losses;
 - 14.3.5. loss of anticipated savings;
 - 14.3.6. loss of goods;
 - 14.3.7. loss of contract;
 - 14.3.8. loss of use;
 - 14.3.9. loss or corruption of data or information;
 - 14.3.10. loss of opportunity;
 - 14.3.11. loss of savings, discount or rebate (whether actual or anticipated);
 - 14.3.12. increased costs or expenses or wasted expenditure;
 - 14.3.13. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - 14.3.14. any loss suffered or incurred by any person as a result of Aircraft departures or arrivals being delayed or cancelled (including under EC Regulation 261/2004);
 - 14.3.15. any loss resulting from any suspension or restriction of access to the Airport, or the Airport ceasing operations, or the grounding of an Aircraft in each case temporarily or permanently;
 - 14.3.16. any loss or damage, costs or expenses arising from or relating to acts or omissions of third parties at the Airport, whether such third parties are users of the Airport, members of the public, intruders or otherwise;

Conditions of use for aircraft operators

26 January 2024

- 14.3.17. any loss arising from claims brought by third parties against the Operator, including Passengers, which relate to the Operator's use or attempted use of the Airport and/or the Services;
- 14.3.18. any loss resulting from an Aircraft or vehicle (including their parts and accessories) being dealt with under Condition 6 or Condition 8;
- 14.3.19. damage to an Aircraft, its parts, accessories or contents, or any other property belonging to or under the control of the Operator, while it is:

- (a) on the Airport or any other land under our control (whether parking, manoeuvring, taxiing or otherwise); or
- (b) in the course of taking off or landing at the Airport;

except where that damage results from acts or omissions by our Personnel that are either:

- (c) intended to cause damage; or
- (d) carried out recklessly, with the knowledge that damage would probably result.

- 14.4. Nothing in Condition 14 limits our liability for damage to an Aircraft, its parts, accessories or contents, or any other property belonging to or under the control of the Operator, where that damage results from acts or omissions by our Personnel that are either:

- (a) intended to cause damage; or
- (b) carried out recklessly, with the knowledge that damage would probably result.

15. **INDEMNITIES**

- 15.1. The Operator must indemnify us (including our Affiliates, agents and contractors) in full and on demand against any claims, demands, liabilities, losses, damages, costs and expenses that we suffer or incur as a result of:

- 15.1.1. the Operator's breach of these Conditions;
- 15.1.2. claims made against us (and our Affiliates, agents and contractors) by third parties that result from the Operator's (or its Personnel's) access to and use of the Airport and/or the Services;
- 15.1.3. spillages of waste, dangerous substances or other materials (including aviation fuels and de-icing fluids) resulting from the acts or omissions of the Operator or its Personnel;
- 15.1.4. exercising our rights under Condition 6 and/or Condition 8.

16. **SUSPENSION AND TERMINATION**

Conditions of use for aircraft operators

26 January 2024

- 16.1. We may immediately suspend or terminate all or part of the Operator's access to the Airport or the provision of the Services if:
- 16.1.1. the Operator commits a material breach of these Conditions and that breach is not remediable;
 - 16.1.2. the Operator commits a material breach of these conditions which is capable of being remedied and such breach is not remedied within seven (7) days of receiving written notice under Condition 17 of the breach;
 - 16.1.3. the Operator has failed to pay any amount due under these Conditions on the due date;
 - 16.1.4. any Consent held by the Operator is revoked or modified, or any Applicable Law is revoked or modified, such that the Operator is no longer able to comply with these Conditions or is no longer entitled to receive the benefit of these Conditions;
 - 16.1.5. the Operator stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or
 - 16.1.6. the Operator undergoes an Insolvency Event;
- (each an **Event of Default**).
- 16.2. The Operator must immediately notify us in writing under Condition 17 if it becomes aware that an Event of Default has occurred or is likely to occur.
- 16.3. If an Event of Default has occurred, the Operator must immediately pay all of our outstanding unpaid invoices and interest and, once invoiced, must immediately pay any other amounts properly due to us under these Conditions.
- 16.4. Non-payment of amounts due under Condition 16.3 shall be deemed a default of payment at the date the Event of Default occurred for the purposes of section 88 of the Civil Aviation Act 1982.
- 16.5. If we terminate the Operator's access to the Airport or use of the Services for any reason:
- 16.5.1. the Operator shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
 - 16.5.2. the Operator (or, if we elect to do so, us but at the proper cost of the Operator) shall promptly remove any advertising materials or signage from the Airport relating to the Operator's operations to or from the Airport; and
 - 16.5.3. each party's accrued rights and liabilities as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
17. **NOTICES**

Conditions of use for aircraft operators

26 January 2024

- 17.1. Any notice required to be given under this Condition 17 shall be in writing in English and shall be sent to:
- 17.1.1. the receiving party's registered office (if it is a company) or its principal place of business (in any other case); or
 - 17.1.2. such other address as the receiving party may have specified by notice under this Condition 17, which may include an email address.
- 17.2. Notices required to be given under this Condition 17 may be delivered:
- 17.2.1. by hand (including by courier);
 - 17.2.2. by pre-paid first-class post or other next-Business Day delivery service; or
 - 17.2.3. by email.
- 17.3. Notices required to be given under this Condition 17 shall be deemed to be delivered:
- 17.3.1. if delivered by hand (including by courier), at the time the notice was left at the delivery address, as evidenced by a signed delivery receipt;
 - 17.3.2. if delivered by pre-paid first-class post or other next-Business Day delivery service, at 9:00hrs on the second Business Day after posting; and
 - 17.3.3. if delivered by email, at 9:00hrs on the next Business Day after transmission, provided the recipient's server does not return an automated message indicating that it was impossible to deliver the email.
- 17.4. This Condition 17 shall not apply to the service of documents in any legal action.

18. **DISPUTE RESOLUTION**

- 18.1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with these Conditions and such efforts shall involve the escalation of the dispute to a director of each party.
- 18.2. If any dispute cannot be settled within twenty-eight (28) days by directors of each party, the dispute shall be referred to the parties' respective Chief Executive Officers.
- 18.3. If the Chief Executive Officers are unable to resolve the dispute within twenty-eight (28) days of the date of such referral, the parties will attempt to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR Notice**") to the other party to the dispute requesting a mediation. A copy of the

Conditions of use for aircraft operators

26 January 2024

request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than twenty-eight (28) days after the date of the ADR Notice.

- 18.4. The commencement of mediation shall not prevent the parties seeking interim relief in relation to the dispute or serving proceedings to protect their rights and remedies.
- 18.5. If the dispute is not resolved within sixty (60) days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of sixty (60) days, or the mediation terminates before the expiration of the said period of sixty (60) days, either party shall be entitled to issue proceedings.

19. GENERAL

- 19.1. **No partnership or agency.** Nothing in these Conditions is intended to establish any partnership or joint venture between the parties, constitute any party the agent or employee of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, and each party warrants that it is acting on its own behalf and not for the benefit of any other person.
- 19.2. **No waiver.** No waiver of or in connection with these Conditions (including under Applicable Law) shall be effective except to the extent it is given in writing, identifies itself as a waiver pursuant to this Condition 19.2, and is signed by the waiving party.
- 19.3. **Amendments.** No amendment or variation of these Conditions shall be valid except under Condition 1.
- 19.4. **Severance.** If any provision of these Conditions (or part of a provision) is or becomes invalid or unenforceable, such provision (or part of that provision) shall be deemed deleted and we will replace it (acting reasonably and in good faith) with a provision that achieves, to the greatest extent possible, the same legal, economic and commercial allocation of risk and reward as would have been achieved by the invalid or unenforceable provision had it not been invalid or unenforceable.
- 19.5. **Third party rights.** These Conditions are only enforceable by us, our Affiliates and the Operator, and the Contracts (Rights of Third Parties) Act 1999 is not otherwise intended to apply.
- 19.6. **Assignment, novation, subcontracting and other dealings.** The Operator may not assign, novate, subcontract, transfer or otherwise deal with any or all of its rights or obligations under or in connection with these Conditions without our prior written consent. If a party subcontracts any of its obligations, that party remains liable for the acts and omissions of its Personnel as if they were its own.
- 19.7. **Entire agreement.** These Conditions and the documents incorporated into them by reference shall constitute the entire agreement between the parties in relation to their subject matter, and any previous or collateral agreements, understandings, warranties or representations are waived and extinguished to the fullest extent permitted by law, unless agreed otherwise.
- 19.8. **Rights cumulative.** These Conditions are without prejudice, and are additional, to any other right or remedy we have under Applicable Law.

Conditions of use for aircraft operators

26 January 2024

- 19.9. **Governing law.** These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, as it applies in England.
- 19.10. **Jurisdiction.** Each party irrevocably agrees, for our sole benefit, that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Conditions or their subject matter or formation (including non-contractual disputes or claims). Nothing in this Condition 19.10 shall limit our right to take proceedings against the Operator in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 19.11. **Process agent.** Where the Operator is domiciled outside of the United Kingdom, it shall appoint an agent domiciled in the United Kingdom to accept service of documents and legal process on the Operator's behalf. The Operator must immediately notify us of the agent's name and address. A notification under this Condition 19.11 shall be irrevocable unless the Operator has appointed a substitute agent in compliance with this Condition 19.11 and notified us of the new agent's name and address. If the Operator's agent ceases to act or is no longer domiciled in the United Kingdom, the Operator must immediately appoint a replacement agent in compliance with this Condition 19.11 and must immediately notify us of the new agent's name and address.
- 19.12. **Equitable Relief.** The Operator recognises that any breach or threatened breach of these Conditions may cause us irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to us, the Operator acknowledges and agrees that we are entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.