
CONDITIONS OF USE

- APRIL 2021



Leeds Bradford[®]
Yorkshire's Airport

CONDITIONS OF USE FOR AIRLINES AND AIRCRAFT OPERATORS

These Conditions include limitation, exclusion and indemnity clauses and the Operator's attention is directed to the same.

The Operator agrees that the warranties, exclusions and limitations of liability contained in these Conditions are reasonable in all the circumstances taking into account, in particular, the Charges payable by the Operator for the provision of the Services and the availability of insurance in the marketplace.

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation set out in Schedule 1 shall apply to these Conditions.

2. APPLICATION OF AND CHANGES TO THESE CONDITIONS

2.1 These Conditions together with:

- 2.1.1 the local traffic regulations published from time to time in the AGA Section of the United Kingdom Aeronautical Information Publication (UK Air Pilot) and NOTAMS (being Notices to Airmen);
- 2.1.2 the Airport Aerodrome Manual and the Byelaws;
- 2.1.3 the instructions, orders, rules, regulations or directions published from time to time by the Company, the Civil Aviation Authority or the Department for Transport;
- 2.1.4 the Charges Schedule; and
- 2.1.5 any oral instructions, orders or directions given by any duly authorised employee or agent of the Company,

set out the terms and conditions under which the Operator may access the Airport and use the Services.

2.2 An Operator accessing the Airport or using the Services agrees to be bound by these Conditions and use of the Airport and/or the Services by an Operator shall be deemed conclusive evidence of the Operator's acceptance of these Conditions.

2.3 No changes to these Conditions are valid or have any effect unless agreed by the Company in writing or made in accordance with this Clause 2.3. The Company reserves the right to vary these Conditions from time to time. The Company's updated Conditions will be made available on the Company's website www.leedsbradfordairport.co.uk or otherwise notified to the Operator and by continuing to access the

Airport and / or use the Services following such changes, the Operator agrees to be bound by any variation made. It is the Operator's responsibility to check these Conditions from time to time to verify such variations.

3. OPERATOR OBLIGATIONS

3.1 Prior to accessing the Airport or using the Services the Operator shall provide to the Company the Required Information.

3.2 The Operator shall at all times whilst accessing the Airport or using the Services:

3.2.1 comply with the Operator Obligations and all Applicable Law;

3.2.2 not by act or omission put the Company in breach of any Applicable Law; and

3.2.3 comply with all reasonable instructions of the Company.

4. COMPANY OBLIGATIONS

4.1 In consideration of the payment of the Charges by the Operator, the Company shall permit the Operator to access the Airport and use the Services, subject always to these Conditions.

4.2 The Company reserves the right at its sole discretion to modify, suspend or terminate access to the Airport and or the provision of the Services at any time. Time of performance of the Services is not of the essence.

4.3 The Company shall provide the Services with reasonable care and skill and in accordance with all Applicable Law.

4.4 If the Company's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Operator or failure by the Operator to perform any relevant obligation ("**Operator Default**"):

4.4.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Operator remedies the Operator Default, and to rely on the

Operator Default to relieve it from the performance of any of its obligations to the extent the Operator Default prevents or delays the Company's performance of any of its obligations;

4.4.2 the Company shall not be liable for any costs or losses sustained or incurred by the Operator arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Clause 4; and

4.4.3 the Operator shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Operator Default (to the extent that these exceed the Surcharge).

4.5 The Company shall, at its option, remedy, re-perform or refund the Services that do not comply with Clause 4.3 provided that:

4.5.1 the Operator serves a written notice on the Company not later than two Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and

4.5.2 such notice specifies that some or all of the Services do not comply with Clause 4.3 and identifies in sufficient detail the nature and extent of the defects; and

4.5.3 the Operator gives the Company a reasonable opportunity to examine the claim of the defective Services.

4.6 To the maximum extent permitted by law, Clause 4.5 sets out the Operator's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of Clause 4.3.

4.7 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

4.8 Except as set out in this Clause 4:

4.8.1 the Company gives no warranties and makes no representations in relation to the Services; and

4.8.2 all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the maximum extent permitted by law.

4.9 The Company shall not be liable for any delay in or failure of performance of the Services caused by Force Majeure.

5. **CHARGES**

5.1 The Operator shall pay to the Company the Charges plus any VAT thereon in accordance with this Clause 5 and Clause 7 below.

5.2 Charges shall be calculated in accordance with the prices detailed in the Charges Schedule in force as at the date of use of the Services.

5.3 Any sums stated are exclusive of VAT. The Operator shall pay any applicable VAT to the Company on receipt of a valid VAT invoice.

5.4 No reduction or exemption from Charges will be allowed by reason of the temporary unavailability of any Services, assistance, supplies or other facilities. The Company shall not be liable for payment of any additional

charges that the Operator or Handling Agent may incur in the event of a diversion or requirement to land at another landing site.

6. **SURCHARGES**

6.1 The Company shall be entitled to charge the Operator, and the Operator shall pay, a Surcharge:

6.1.1 where it is shown after departure that an Aircraft has not complied with the night target noise levels published in the UK Air Pilot under Noise Abatement Procedures (as amended from time to time);

6.1.2 where any Flight imposes an additional policing or other requirement over and above the services normally provided at the Airport; and

6.1.3 in accordance with Clause 11.2 and paragraph 4 of Schedule 4.

6.2 Such Surcharges will be calculated in accordance with the prices detailed in the Charges Schedule in force as at the date of incident giving rise to the Surcharge or, where no such prices are detailed, the Surcharge shall be of such amount as the Company considers to be fair and reasonable in the circumstances.

7. **PAYMENT**

7.1 The Company shall invoice the Operator for the Services at any time after performance of the Services or, in respect of Surcharges, at any time after the incident giving rise to the Surcharge and shall raise such invoices on a weekly basis (or at such other intervals as the Company shall determine in its absolute discretion).

7.2 The Operator shall pay all invoices:

7.2.1 to the bank account nominated by the Company;

7.2.2 in pounds sterling or, if agreed in writing at the sole discretion of the Company, in Euros;

7.2.3 in full without deduction or set-off, in cleared funds; and

7.2.4 where the Company has 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); or

7.2.5 where the Company has 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.

7.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

7.3.1 the Company may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of The Royal Bank of Scotland plc from time to time in force; and

7.3.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

7.4 Any credit or discount facilities granted by the Company may be immediately withdrawn by the Company following default in payment on the due date for payment or breach of any of these Conditions or on the occurrence of any event referred to in Clause 19 of these Conditions.

7.5 If so required by the Company, the Operator shall pay to the Company a cash deposit in an amount equal to the Company's reasonable estimate of Charges likely to be incurred by the Operator over a period of 3 months.

7.6 If so required by the Company, the Operator shall pay the Company monthly in advance on account of the Company's estimate of the Operator's monthly Charges.

8. **LIEN**

8.1 So long as an Aircraft (which includes its parts and accessories) or any vehicle shall be upon the Airport or upon any land under the control of the Company, if Charges and/or Surcharges, costs or other liabilities of whatever nature and whenever incurred are not paid by the due date, the Company shall have a continual contractual lien both particular and general over such Aircraft and any vehicle until payment in full is made. The Company shall be entitled to prevent the Operator (or anyone acting on the Operator's behalf) from removing the Aircraft or any vehicle from the Airport or any land under the control of the Company. If an Aircraft or vehicle is removed from the Airport or any land under the control of the Company the said lien shall not be lost by reason of such removal but shall continue and shall be exercisable at any time when the Aircraft or vehicle has returned to and is upon the Airport or any land under the Company's control (so long as any Charges, Surcharges, costs or other liabilities shall remain unpaid, whether incurred before or after such departure). For the avoidance of doubt the lien shall be exercisable inter alia, in respect of:

8.1.1 interest payable pursuant to Clause 7.3.1; and

8.1.2 all Charges, Surcharges, costs or other liabilities in respect of the relevant Aircraft, whether incurred by the Operator or by a third party; and

8.1.3 all Charges, Surcharges, costs or other liabilities owed by the Operator to the Company whether in respect of the relevant Aircraft, any other Aircraft or otherwise.

8.2 If payment of any Charges, Surcharges, costs or liabilities as referred to in Clause 8.1 is not made to the Company within 28 days after a letter demanding payment has been sent by post addressed to the Operator or to the registered owner of the Aircraft at its last known address, the Company shall be at liberty from time to time and in such manner as it shall think fit to sell, remove, destroy or otherwise dispose of the Aircraft and/or any vehicle. In such event, the Company shall be under no duty to obtain the best possible price. The Company may apply the sale proceeds in discharging any Charges, Surcharges, costs or other liabilities due to the Company and any fees, expenses or costs incurred in connection with such sale, removal, destruction or disposal of the Aircraft, before accounting for any balance to any party entitled to it.

8.3 The Company's contractual rights under Clause 8.1 shall be in addition to and without prejudice to any right of detention or any other remedy which the Company may have whether under section 88(1) of the Civil Aviation Act 1982 or any other statutory provision.

8.4 If an Aircraft is detained pursuant to Section 88(1) of the Civil Aviation Act 1982 and Charges are not paid within 56 days of the date when detention began, the Company may sell any detained Aircraft or any vehicle (subject to the provisions of the said Section 88(1)) in order to satisfy any such Charges.

8.5 Neither the Company nor its servants or agents shall be liable for loss of or damage to the Aircraft or any vehicle occurring while the Aircraft is being removed or dealt with in accordance with this Clause 8, whether or not arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, its servants or agents.

9. **ENVIRONMENTAL LAWS**

9.1 The Operator shall ensure that it complies fully with all Environmental Laws and, without limitation to the foregoing, shall not cause a nuisance (common law or statutory) to the Company or any owner of property in the vicinity of the Airport.

9.2 The Operator shall be liable for any loss or damage (including indirect and/or consequential loss or damage), costs and expenses, including the cost and expense arising from or relating to cleaning or making safe any

spillages of waste, dangerous substances or other materials (including aviation fuels and de-icing fluids), whether arising from or relating to acts or omissions of the Operator or third parties acting on its behalf.

10. AUTHORITY TO BOARD AIRCRAFT

The Company, its servants 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 an Operator to pay the costs so incurred by it in doing so.

11. MOVING AND RECOVERY OF AIRCRAFT

11.1 The Company may at any time, subject to air traffic clearances, order the Operator to:

11.1.1 move a parked Aircraft to another position; or

11.1.2 remove it from the Airport.

11.2 If the Operator fails to comply with such an order within the period specified, the Company shall be entitled to charge the Operator a Surcharge of such amount as the Company considers to be fair and reasonable in the circumstances.

11.3 The Operator shall not park an Aircraft at the Airport for periods in excess of 24 hour without the prior written agreement of the Company. For the purposes of this clause 11.3, the Company's agreement or otherwise may be communicated by email.

11.4 In the event of a runway incident (including where an Aircraft becomes bogged down) or where an Aircraft is otherwise disabled, the Airport's Chief Executive Officer or Operations Director (or their respective nominees) shall consider the extent to which:

11.4.1 the Aircraft impedes the safe and efficient operation of the Airport; and / or

11.4.2 the Aircraft obstructs the public; and / or

11.4.3 the Operator is willing and able to safely remove the Aircraft in a timely manner

and shall notify the Operator whether the Company or the Operator shall be responsible for the removal of the Aircraft.

11.5 The Company reserves the right in its absolute discretion:

11.5.1 to require the Operator to carry out such Aircraft removal pursuant to clause 11.4; and

11.5.2 to take responsibility for the removal if, having directed that the Operator is responsible for removal, the Operator subsequently fails to demonstrate that the Aircraft will be removed in a timely and safe manner.

11.6 The Operator shall fully and effectively indemnify the Company against any and all claims, demands, losses, damage, costs, charges, liabilities and expenses suffered or incurred by the Company in carrying out a removal pursuant to clause 11.4 and or as a result of the Operator's failure to remove an Aircraft pursuant to clause 11.5.

12. ANTI-BRIBERY

- 12.1 For the purposes of this Clause 12 the expressions "**adequate procedures**" and "**associated with**" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 12.2 Each of the Company and the Operator shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and shall use all reasonable endeavours to ensure that:
- 12.2.1 all of that party's personnel;
 - 12.2.2 all others associated with that party; and
 - 12.2.3 all of that party's sub-contractors,

involved in performing these Conditions so comply.
- 12.3 Without limitation to Clause 12.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

13. ANTI-SLAVERY

- 13.1 The Operator undertakes, warrants and represents that:
- 13.1.1 neither the Operator nor any of its officers, employees, agents or sub-contractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an "**MSA Offence**");
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 13.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
 - 13.1.3 it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of Operator's obligations under Clause 13.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Operator's obligations.

14. INDEMNITY AND INSURANCE

- 14.1 The Operator shall fully and promptly indemnify, and keep indemnified, the Company from and against any losses, damages, claims, proceedings, liability, costs (including legal fees) and expenses incurred by the Company as a result of or in connection with:
- 14.1.1 the Operator's breach of any of the Operator's obligations under these Conditions; and
 - 14.1.2 any claims made by a third party against the Company that relate to the Operator's access to and or use of the Airport and/or Services; and
 - 14.1.3 any act, omission, neglect or default on the part of the Operator, its employees, servants or agents or any other person connected to the Operator in any way, relating to or arising out of the Operator's use of the Airport and/or Services.

- 14.2 The Operator shall effect and maintain contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions and shall:
- 14.2.1 maintain all risks passenger, public and third party liability insurance in respect of any Aircraft operated or used by the Operator at the Airport 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 (including the requirements of the Civil Aviation Authority) or as the Company may at its discretion from time to time notify in writing, either generally or in respect of Aircraft of a specific size and/or type);
 - 14.2.2 in respect of any vehicle which the Operator, its servants, agents or associates may use or operate on the part of the Airport which is from time to time designated as airside, the Operator shall at all times ensure that the vehicle is fully and properly insured for an appropriate amount having regard to the nature of the risks, which amount shall be not less than fifty million pounds (£50,000,000) per claim (or such other greater amount as is required by any Applicable Law (including the requirements of the Civil Aviation Authority) or as the Company may at its discretion from time to time notify in writing, either generally or in respect of vehicles of a specific size and/or type); and
 - 14.2.3 without prejudice to clause 14.2.2, where the Operator, its servants, agents or associates operates on the part of the Airport which is from time to time designated as airside, the Operator shall at all times ensure that such operations are fully and properly insured for an appropriate amount having regard to the nature of the risks, which amount shall be not less than ten million pounds (£10,000,000) per claim (or such other greater amount as is required by any Applicable Law (including the requirements of the Civil Aviation Authority) or as the Company may at its discretion from time to time notify in writing, either generally or in respect of specific operations.
- 14.3 Without prejudice to Clause 14.2, the Operator shall have and maintain at all times 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 (as amended, re-enacted or replaced from time to time).
- 14.4 On each renewal date and also upon request, the Operator shall supply reasonable evidence of the maintenance of the insurance required by Clause 14 and all of its terms from time to time applicable. Such evidence shall include confirmation from the Civil Aviation Authority that it has received evidence from the

Operator that the Operator has insurance in place that complies with the Civil Aviation Authority's requirements). The Operator shall on request assign to the Company the benefit of such insurance.

14.5 If so required by the Company, the Operator shall also require its insurers and underwriters to note the interest of the Company as an additional insured party on the Operator's policy or policies in relation to their operations at the Airport.

15. **LIMITATION OF LIABILITY**

15.1 The extent of the Company's liability under or in connection with these Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Clause 15.

15.2 Subject to Clauses 15.3, 15.4 and 15.5, the Company's total aggregate liability to the Operator in relation to any incident or series of incidents shall not exceed the sum of £50,000 (fifty thousand pounds).

15.3 Subject to Clause 15.5, the Company shall not be liable for consequential, indirect or special losses.

15.4 Subject to Clause 15.5, the Company shall not be liable for any of the following (whether direct or indirect):

15.4.1 loss of profit;

15.4.2 loss of revenue;

15.4.3 loss of business;

15.4.4 loss or corruption of data;

15.4.5 loss of use;

15.4.6 loss of production;

15.4.7 loss of contract;

15.4.8 loss of opportunity;

15.4.9 loss of savings, discount or rebate (whether actual or anticipated);

15.4.10 increased costs or expenses or wasted expenditure; or

15.4.11 harm to reputation or loss of goodwill.

15.5 Notwithstanding any other provision of these Conditions, the liability of the Company shall not be limited in any way in respect of the following:

15.5.1 death or personal injury caused by negligence;

15.5.2 fraud or fraudulent misrepresentation;

15.5.3 any other losses which cannot be excluded or limited by Applicable Law;

15.5.4 Aircraft damage resulting from any acts or omissions of the Company, its Affiliates, or the Company's or its Affiliates' employees', servants', agents' or contractors' done with the intent to cause damage or recklessly and with knowledge that damage would probably result; or

15.5.5 any losses caused by wilful misconduct.

15.6 Subject to Clause 15.5, neither the Company nor any employees, servants or agents of the Company shall be liable for any loss or damage to an Aircraft, its parts or accessories, or any property contained in the Aircraft, or any other property of the Operator or under its control occurring while the Aircraft is:

15.6.1 at the Airport, including any damage whatsoever caused by adverse weather conditions; or

15.6.2 in the course of taking off or landing at the Airport;

15.6.3 in the course of being removed or dealt with pursuant to Clause 11; or

15.6.4 in the course of parking, manoeuvring or taxi-ing of the Aircraft

unless done by the Company or any of its employees, servants or agents with intent to cause damage or recklessly and with the knowledge that damage would probably result, provided that if an Aircraft is causing an obstruction to the normal operation of the Airport and is moved to remove that obstruction, such knowledge shall not result in liability on the Company's part as aforesaid.

15.7 Subject to Clause 15.5, neither the Company nor any employees, servants or agents of the Company shall be liable to the Operator for any claims brought by third parties against the Operator, including Passengers, which relate to the Operator's use, or attempted use, of the Airport or the Services.

15.8 Subject to Clause 15.5, neither the Company nor any employees, servants or agents of the Company shall be liable to the Operator for 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, and whether contributed to by any act, omission, neglect or default on the part of the Company, its employees, servants or agents.

15.9 Subject to Clause 15.5, the Company shall have no liability to the Operator or to any other person in respect of any claims made or compensation payable to any persons for delays in or cancellations to Aircraft departures or arrivals including under EC Regulation 261/2004 or any regulation which may succeed it, or in respect of any losses of the Operator in connection with such delay or cancellation.

15.10 The Company shall not be liable for any loss incurred by the Operator due to the Airport ceasing operations and the Company does not guarantee the continued operation of the Airport. The Company may at any time restrict access of the public and the Operator to the Airport without liability to the Operator.

16. **INTELLECTUAL PROPERTY**

The Operator acknowledges and agrees that all Intellectual Property Rights in and to the Services are owned by the Company, or its licensors and shall, notwithstanding any other term of these Conditions, remain vested in the Company or its licensors. The Operator shall not acquire any proprietary rights, title or interest in or to any Intellectual Property Rights in the Services.

17. **CONFIDENTIALITY**

17.1 Each of the Company and the Operator shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform these Conditions.

17.2 This clause shall remain in force in perpetuity.

17.3 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of Schedule 5.

18. **DATA PROTECTION**

The parties shall comply with the provisions of Schedule 5.

19. TERMINATION AND SUSPENSION OF ACCESS

- 19.1 Nothing in these Conditions is intended to confer upon the Operator a right to access the Airport or use the Services without the consent of the Company.
- 19.2 The Company reserves the right to immediately terminate or suspend the Operator's access to the Airport or use of the Services at any time if:
- 19.2.1 the Operator commits a material breach of these Conditions and such breach is not remediable;
 - 19.2.2 the Operator commits a material breach of these Conditions which is capable of being remedied and such breach is not remedied within 7 days of receiving written notice of such breach;
 - 19.2.3 the Operator has failed to pay any amount due under these Conditions on the due date;
 - 19.2.4 any consent, licence or authorisation held by the Operator is revoked or modified such that the Operator is no longer able to comply with its obligations under these Conditions or receive any benefit to which it is entitled;
 - 19.2.5 the Operator stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 19.2.6 the Operator is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Company reasonably believes that to be the case; or
 - 19.2.7 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Operator or if the Operator makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Operator) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Operator.
- 19.3 If the Operator becomes aware that any event has occurred, or circumstances exist, which may entitle the Company to terminate or suspend the Operator's access to the Airport or use of the Services under this Clause 19, it shall immediately notify the Company in writing.
- 19.4 If any event has occurred, or circumstances exist, which may entitle the Company to terminate or suspend the Operator's access to the Airport or use of the Services under this Clause 19, then the Charges and any Surcharges shall become immediately payable and non-payment shall be deemed a default of payment at the date of such event, or the date on which such circumstances exist, for the purposes of section 88 of the Civil Aviation Act 1982.
- 19.5 If the Company believes that any of the events or circumstances referred to in this clause 19 may occur and gives the Operator notice of this belief, then all Charges and any Surcharges incurred as at the date of such notice shall become immediately payable and non-payment shall be deemed a default of payment at the date of such event, or the date on which such circumstances exist, for the purposes of section 88 of the Civil Aviation Act 1982.
- ## 20. DISPUTE RESOLUTION
- 20.1 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.

- 20.2 If any dispute cannot be settled amicably within 28 days by directors of each party, the dispute shall be referred to the parties' respective 'Chief Executive Officers' or such other persons as the 'Chief Executive Officers' shall nominate and if the 'Chief Executive Officers' (or nominees thereof) are unable to resolve the dispute within 28 days of the date of such referral, the provisions of Clause 20.3 shall apply.
- 20.3 If the parties are unable to resolve the dispute within 28 days of being escalated in accordance with Clause 20.2, 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 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 request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice.
- 20.4 The commencement of mediation shall not prevent the parties seeking an injunction in relation to the dispute.
- 20.5 If the dispute is not resolved within 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 60 days, or the mediation terminates before the expiration of the said period of 60 days, either party shall be entitled to issue proceedings.
21. **NOTICES**
- 21.1 Any notice or other communication given to a party under or in connection with these Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Clause 21.1, and shall be delivered personally, or sent by pre-paid first class post or other next Business Day delivery service, commercial courier, or e-mail provided that, in the case of email delivery, a confirmatory copy is also sent to the other party by other accepted means.
- 21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant address for the respective party; if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail in accordance with Clause 21.1, one Business Day after transmission.
- 21.3 The provisions of this Clause 21 shall not apply to the service of any proceedings or other documents in any legal action.
22. **GENERAL**
- 22.1 **Further assurance.** The Operator shall at the request of the Company, and at the Operator's own cost, do all acts and execute all documents which are necessary to give full effect to these Conditions.
- 22.2 **Exclusive terms.** The Operator acknowledges that these Conditions, to the exclusion of all other terms, constitute the contractual basis for access to the Airport and or use of the Services by the Operator and that these Conditions supersede any and all previous terms and conditions, agreements, understandings and arrangements between the Company and the Operator, whether in writing or oral in respect of its subject matter. The Operator shall not rely on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Conditions. The Operator shall not have any claim for innocent or negligent misrepresentation on the basis of any statement in these Conditions. Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 22.3 **Set Off.** The Company shall be entitled to set-off under these Conditions any liability which it has or any sums which it owes to the Operator under these Conditions. The Operator shall pay all sums that it owes to the Company under these Conditions without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

- 22.4 **No Partnership or Agency.** The parties are independent persons and are not partners, principal and agent or employer and employee and these Conditions do not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in these Conditions. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 22.5 **Equitable Relief.** The Operator recognises that any breach or threatened breach of these Conditions may cause the Company irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Company, the Operator acknowledges and agrees that the Company is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 22.6 **Severance.** If any provision of these Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Conditions shall not be affected. If any provision of these Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.
- 22.7 **Waiver.** No failure, delay or omission by the Company in exercising any right, power or remedy provided by law or under these Conditions shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under these Conditions by the Company shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Company.
- 22.8 **Conflicts.** If there is a conflict between the terms contained in the main body of these Conditions and the terms of the schedules, appendices or annexes to these Conditions, the terms contained in the main body of these Conditions shall prevail.
- 22.9 **Third party rights.** Except as expressly provided for in this clause 22.9, a person who is not a party to these Conditions shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of the provisions of these Conditions. Any Affiliate of the Company shall be entitled under the Contract (Rights of Third Parties) Act 1999 to enforce any of the provisions of these Conditions. The consent of any such Affiliate is not required in order to rescind or vary these Conditions or any provision of it.
- 22.10 **Governing Law and Jurisdiction.** These Conditions and any dispute or claim arising out of, or in connection with them, or their subject matter (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. Each party irrevocably agrees, for the sole benefit of the Company 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 (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of the Company 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. Where the Operator is located outside of England and Wales, the Operator shall provide the Company with details of its process agent to receive on its behalf service of process in any proceedings brought in the jurisdiction of England and Wales. Such service will be deemed completed on delivery to such process agent. If for any reason the process agent ceases to be able to act as process agent, the Operator shall appoint a substitute process agent and shall immediately provide the Company with the updated details.
- 22.11 **Reserved rights.** Each right or remedy of the Company under these Conditions is without prejudice to any other right or remedy of the Company whether under these Conditions or otherwise and nothing in these Conditions shall prejudice any rights of the Company under statute including under the Civil Aviation Act 1982. The Company does not guarantee available capacity at the Airport and reserves the right to manage capacity as it deems necessary for safety and operational reasons.

- 22.12 **Assignment and Subcontracting.** The Operator may not assign, subcontract or encumber any right or obligation under these Conditions, in whole or in part, without the Company's prior written consent. The Company may at any time subcontract all or any of its rights or obligations under these Conditions provided that the Company will be responsible for all acts and omissions of its sub-contractors (including any sub-sub-contractors) as though they were its own.
- 22.13 **Agent for service.** Where the Operator is resident outside of the United Kingdom, it shall provide the Company with the name and address of an agent resident in the United Kingdom authorised to accept service of documents, including legal process, on the Operator's behalf. A notification under this clause 22.13 shall be irrevocable unless replaced by another agent resident in the United Kingdom and notified to the Company. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or ceases to be resident in the United Kingdom.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

"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 and helicopters and its or their parts and accessories, equipment and stores;
"Airport"	means Leeds Bradford Airport situated at Leeds LS19 7TU which is operated by or under the control of the Company;
"Airport Aerodrome Manual"	means the Company's aerodrome manual relating to the Airport as updated from time to time;
"Applicable Company Policies"	means the policies and procedures of the Company relating to access to and or the use of the Airport as notified to the Operator from time to time;
"Applicable Law"	means any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of, common law and laws of equity as applicable to the parties from time to time, any binding court order, judgment or decree, any applicable industry code, policy or standard; or any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
"Bribery Laws"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;
"Business Day"	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
"Byelaws"	means the byelaws relating to the Airport as updated from time to time;
"Charges"	means the amounts payable by the Operator to the Company in relation to the use of the Services and access to the Airport determined in accordance with the Conditions and the Charges Schedule;

"Charges Schedule"	means the Company's schedule of Charges relating to the use of the Services and access to the Airport, as updated by the Company from time to time and made available on the Company's website www.leedsbradfordairport.co.uk or as otherwise notified to the Operator;
"Company"	means Leeds Bradford Airport Limited, a company registered in England and Wales with company number 02065958 and whose registered office is Leeds, LS19 7TU and its Affiliates;
"Conditions"	means the Company's terms and conditions of use set out in this document including the Schedules together with any documents referred to in any of them;
"Confidential Information"	<p>means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either party and all Personal Data and sensitive Personal Data within the meaning of the Data Protection Laws. Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> (a) was public knowledge at the time of disclosure (otherwise than by breach of Clause 17); (b) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party; (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure, or (d) is independently developed without access to the Confidential Information;
"Control"	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 or means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company (and "Controlled" shall be construed accordingly);
"Crew"	means persons carried in an Aircraft who are (i) a member of the Flight crew; (ii) a person carried on the Flight deck who is appointed by the Operator of the Aircraft 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 (iii) a member of the cabin crew;
"Data Protection Laws"	<p>means, as binding on either party or the Services:</p> <ul style="list-style-type: none"> (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and <p>any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;</p>
"Environmental Laws"	means any Applicable Laws relating to the environment;

"EU-OPS"	means Annex III to the 'Technical Harmonisation Regulation' (Council Regulation (EEC) No 3922/91);
"Flight"	shall have the same meaning as in the Air Navigation Order 2016 as amended;
"Force Majeure"	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under these Conditions 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, 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 the Company's or its suppliers' 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;
"Freight"	means any cargo including mail;
"GDPR"	means the General Data Protection Regulation, Regulation (EU) 2016/679;
"Handling Agent"	means the handling agent appointed by the Operator in accordance with paragraph 1 of Schedule 4 and licensed and approved by the Company for the provision of Passenger ground handling services which handling agent shall be deemed to be an agent of the Operator and responsible for the payment of any Charges incurred by it and Handling Agent includes an Operator that self handles;
"Intellectual Property Rights"	<p>means copyright, patents, know-how, trade secrets, trade marks, 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:</p> <ul style="list-style-type: none"> (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;
"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;
"Modern Slavery Policy"	means the Company's anti-slavery and human trafficking policy in force and notified to the Operator from time to time;
"Movement"	means in relation to an Aircraft either the taking of or landing of that Aircraft and in relation to Passenger baggage or Freight handling one complete operation of either loading or unloading an Aircraft, as the case may be;

"MSA Offence"	has the meaning given in clause 13.1.1;
"Operator"	means the person or organisation for the time being having the management or possession of the Aircraft whether owner, user, pilot or otherwise and shall include that person's or organisation's respective servants, agents and contractors using, attempting to make use of or having used the facilities offered by the Company at the Airport or elsewhere;
"Operator Obligations"	means the obligations of the Operator detailed in Schedule 4 and any other obligations on the Operator's part contained and or referred to in these Conditions;
"Passenger"	means any person joining or leaving an Aircraft at the Airport with the exception of the Crew operating that Aircraft;
"Passengers with Reduced Mobility"	means disabled persons or persons with reduced mobility as defined in EC Regulation 1107/2006;
"Personal Data"	shall have the meaning given to it in applicable Data Protection Laws from time to time;
"Protected Data"	means Personal Data received from or on behalf of the Operator to the Company in connection with the performance of the Company's obligations under these Conditions and which consists of the types of Personal Data relating to the categories of Data Subject described in Schedule 5;
"Required Information"	means the information required by the Company from the Operator as further described in Schedule 3;
"Services"	means the services described in Schedule 2 to be performed by the Company for the Operator in return for payment of the Charges (which services may be modified, suspended or terminated by the Company at any time and from time to time);
"Surcharge"	means any surcharge payable by the Operator to the Company pursuant to Clause 6;
"Terminal"	means the terminal building or buildings at the Airport;
"VAT"	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 references to 'certificate of air worthiness' shall include any validations thereof and any Flight manual or performance schedule relating to the Aircraft;
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 words in the singular include the plural and vice versa;

- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 any negative obligation imposed on a party shall be construed as if it were also an obligation not to suffer or permit the act or thing in question and any positive obligation imposed on a party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
- 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email unless a copy is also sent by other accepted means in accordance with Clause 21.1); and
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation.

SCHEDULE 2

SERVICES

1. Non-exclusive use of the runways at the Airport
2. Landing, take-off and navigation services (including air traffic control);
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).
4. Bussing at the Airport for passengers as may be required;
5. Customs and immigration services and facilities;
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 issued by the Department for Transport and/or the Department for Business, Innovation and Skills (and/or their successors or forerunners) and any other security services that airports in England are required to provide by any Applicable Law;
7. Non-exclusive use of the public departure lounge or lounges at the Airport (and for the avoidance of doubt excluding any lounge facility for which the public has to pay for access);
8. Information to customers on screens and through announcements throughout the terminal of relevant customer information, including for avoidance of doubt, departure and arrival information; and
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.

SCHEDULE 3

REQUIRED INFORMATION

Before accessing the Airport and or using the Services, the Operator must give the Company:

1. Their name, address and contact details;
2. The names, addresses, telephone numbers, email addresses and all other contact details for the Operator's key personnel that the Company may contact about emergencies, security and or operational or financial matters;
3. For each Aircraft which the Operator intends to use at the Airport, details of the type, registration, Maximum Take Off Weight, registered holder and, if different, Aircraft owner and or airline, dates of operation, certified noise levels and percentage compliance CAEP emission standard;
4. A completed copy of the Company's new supplier form;
5. Certificates of the insurances in place for Aircraft operated by the Operator; and
6. Any other information reasonably requested by the Company from time to time.

If any of the information described above changes, the Operator must provide the Company with details of the changes promptly and in any event within 14 days. If the Company asks the Operator for updated information then this must also be provided promptly and in any event within 14 days.

SCHEDULE 4

OPERATOR OBLIGATIONS

1. HANDLING AGENT

- 1.1 The Operator shall appoint a Handling Agent in accordance with the requirements published in the UK Air Pilot Local Traffic Regulations (as amended from time to time).
- 1.2 The Operator shall comply with and shall ensure that the Handling Agent complies with, and provides the handling services in accordance with, the ground handlers operating licence in relation to the provision of ground handling services at the Airport.
- 1.3 The Operator or its Handling Agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the Movements of its Aircraft at the Airport within 24 hours prior to each of those Movements, including:
- 1.3.1 Aircraft registration including information about the number of Passengers (both terminal and transit);
 - 1.3.2 The number of Passenger bags embarked and disembarked at the Airport;
 - 1.3.3 Amount of freight (in kilograms) taken off or placed on Aircraft;
 - 1.3.4 Amount of mail (in kilograms) taken off or placed on Aircraft;
 - 1.3.5 The scheduled time of arrival/departure as appropriate;
 - 1.3.6 The actual time of arrival/departure on/off stand;
 - 1.3.7 Aircraft type;
 - 1.3.8 Origin or destination point of aircraft using IATA three letter code;
 - 1.3.9 Delay attribution using standard IATA delay codes; and
- such other information as the Company may reasonably require, within three Business Days of a request therefor.
- 1.4 The Operator or its Handling Agent shall also furnish to the Company on demand, in such form as the Company may from time to time determine, details of the Maximum Take Off Weight in respect of each Aircraft owned or operated by the Operator or any changes thereto.
- 1.5 Without prejudice to its other remedies and actions at law, where the Operator or its Handling Agent fails to provide the information required under this paragraph 1, the Company shall be entitled to assess the Charges payable by the Operator by reference to the Maximum Take Off Weight and the maximum Passenger capacity of the Aircraft type. The Operator shall pay such Charges assessed by the Company.
- 1.6 The Operator or its Handling Agent shall furnish to the Company within 7 days of a written request made by the Company copies of Aircraft load sheets to enable verification of all details with respect to the Passengers carried on any 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 by any person duly authorised in writing by the Company the original or copies of such documents.

- 1.7 To the extent provided by the Company, the Operator shall use, or shall ensure that its Handling Agent uses, common use terminal equipment for checking in passengers at the Airport.
- 1.8 To the extent directed by the Company, the Operator shall use, or shall ensure that its Handling Agent uses, check-in kiosks and or airbridges.
- 1.9 The Operator shall, and shall procure that its Handling Agent shall, use all reasonable endeavours to avoid taking any action that may adversely impact the Airport and or the Company's commercial operations, including imposing any new restrictions on the number of duty free bags or other items purchased at the Airport passengers may take on board Aircraft.
- 1.10 The Operator or its Handling Agent shall ensure compliance with the Company's airside operating procedures and these Conditions including by providing training to all their employees to ensure such employees work effectively and safely airside at the Airport.
- 1.11 The Operator shall ensure that its Handling Agent:
 - 1.11.1 Has the equipment necessary to handle any Aircraft which may reasonably be expected to be operated by the Operator, whatever the weather or season, and that such equipment is sufficient, properly maintained and kept in full working order;
 - 1.11.2 Employs sufficient numbers of suitably skilled and qualified staff to provide the ground handling services and provides those staff with adequate training, with records of training being made available to the Company upon request; and
 - 1.11.3 Performs its ground handling services in accordance with the requirements of these Conditions and complies with the Company's internal audit requirements as and when requested.

2. GENERAL

2.1 If an Operator chooses to use any of the Services provided by the Company under these Conditions the Operator shall (or shall procure that the Handling Agent shall):

- 2.1.1 comply with the Applicable Company Policies;
- 2.1.2 be responsible for supervising and directing the loading into the Aircraft and the positioning and securing in the Aircraft of all Passenger baggage and Freight so as to ensure the safety of the Aircraft both in the air and on the ground;
- 2.1.3 be responsible for supervising and directing off loading from the Aircraft of all Passenger baggage and Freight so as to ensure the safety of the Aircraft both in the air and on the ground;
- 2.1.4 provide any special equipment necessary for the handling of heavy and awkward items of Freight;
- 2.1.5 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;
- 2.1.6 ensure that its staff are adequately trained and co-operate fully with those of the Airport to ensure the safe, efficient and economical operation of the Services;
- 2.1.7 co-operate with the Company in all matters relating to the Services; and
- 2.1.8 provide the Company in a timely manner with such information as the Company may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.

2.2 If an Operator uses a third party to provide any services associated with the operation of Aircraft airside at the Airport, it shall first obtain the Company's prior written consent to the provision of the services and the identity of that third party. The Company reserves the right to withdraw its consent to any third party used by the Operator to provide such services, but only where there are reasonable grounds for doing so.

3. NOISE

3.1 The planning permission for night flying at the Airport has the following requirements:

- 3.1.1 No departures in the night-time period (2300hrs – 0700 hrs) shall take place by Aircraft with quota counts of 1, 2, 4, 8 and 16 on take off;
- 3.1.2 No landings in the night-time period (2300hrs – 0700 hrs) shall take place by Aircraft with quota counts of 2, 4, 8 and 16 on landing;
- 3.1.3 Movements in the night-time period (2300hrs – 0700 hrs) by Aircraft described in 3.1.1 and or 3.1.2 above will only be permissible as follows:
 - Delayed landings up to 0100 hrs by Aircraft scheduled to land between 0700hrs and 2300hrs; and or
 - In an emergency, where there is immediate danger to life or health, whether human or animal;
- 3.1.4 During the night-time period (2300hrs – 0700 hrs), no Aircraft movements shall take place other than by:
 - Landings by Aircraft classified as falling within quota count 0.5 and 1 for arrivals; and

- Departures by Aircraft classified as falling within quota count 0.5 for departures.

The term 'quota count' means the amount of the quota assigned to one take off or to one landing by any Aircraft, this amount being related to its noise classification as specified below:

Noise classification	Quota count
< 90 EPNdB	0.5
90 – 92.9 EPNdB	1
93 – 95.9 EPNdB	2
96 – 98.9 EPNdB	4
99 – 101.9 EPNdB	8
>101.9 EPNdB	16

Subject to planning law, the night noise quota scheme may be reviewed by the Company at any time.

- 3.2 The Operator shall comply with the Company's Noise Preferential Routing requirements as published in the UK Air Pilot under Noise Abatement Procedures (as amended from time to time).

4. **SURCHARGES**

If the Company, at its sole discretion, considers that the Operator has not fulfilled its obligations under this Schedule 4, then the Company shall be entitled to charge the Operator a Surcharge of such amount as the Company considers to be fair and reasonable in the circumstances.

SCHEDULE 5

DATA PROTECTION

1. DEFINITIONS

1.1 In this Schedule 5, the following words shall have the following meanings:

" Controller "	shall have the meaning given to it in applicable Data Protection Laws from time to time;
" Data Subject "	shall have the meaning given to it in applicable Data Protection Laws from time to time;
" Personal Data Breach "	shall have the meaning given to it in applicable Data Protection Laws from time to time;
" Privacy Policy "	means the Company's privacy policy as updated from time to time and available on the Company's website at www.leedsbradfordairport.co.uk
" processing "	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including " process ", " processing ", " processed ", and " processes " shall be construed accordingly);
" Processor "	shall have the meaning given to it in applicable Data Protection Laws from time to time; and
" Sub-Processor "	means any agent, sub-contractor or other third party (excluding its employees) engaged by the Company for carrying out any processing activities on behalf of the Operator in respect of the Protected Data.

2. PROCESSING OF PERSONAL DATA

- 2.1 The parties agree that the Operator is a Controller and that the Company is a Processor for the purposes of processing Protected Data pursuant to these Conditions but that where any other Personal Data is exchanged under these Conditions, each party is an independent Controller in respect of that Personal Data.
- 2.2 The Operator shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Operator shall ensure all instructions given by it to the Company in respect of Protected Data shall at all times be in accordance with Data Protection Laws.
- 2.3 Each party shall comply with all Data Protection Laws in relation to any Personal Data that that party processes as an independent Controller under these Conditions.
- 2.4 Nothing in this Agreement relieves the Operator or the Company of any responsibilities or liabilities under any Data Protection Laws.
- 2.5 The Company shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws, the terms of these Conditions and in accordance with its Privacy Policy.
- 2.6 The Company shall only process (and shall ensure that its employees only process) the Protected Data in accordance with Appendix 1 and these Conditions, except to the extent:
- 2.6.1 that alternative processing instructions are agreed between the parties in writing; or
 - 2.6.2 otherwise required by Applicable Law (and shall inform the Operator of that legal requirement before processing, unless Applicable Law prevents it doing so); and

- 2.6.3 without prejudice to paragraph 2.2, if the Company believes that any instruction received by it from the Operator is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 2.7 Taking into account the state of technical development and the nature of processing, the Company shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 2.8 The Company shall:
- 2.8.1 prior to a Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as the Company's obligations under this paragraph 2 and ensure each such Sub-Processor complies with all such obligations; and
- 2.8.2 remain fully liable to the Operator under these Conditions for the acts and omissions of each Sub-Processor and its or its Sub-Processors' own employees in the course of their employment as if they were its own.
- 2.9 The Company shall notify the Operator if it receives any communication from a Data Subject or the Information Commissioner (save to the extent such notification is prohibited by Applicable Law) relating directly or indirectly to processing of Protected Data under these Conditions.
- 2.10 The Company shall (at the Operator's cost):
- 2.10.1 assist the Operator in ensuring compliance with the Operator's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Company; and
- 2.10.2 taking into account the nature of the processing, assist the Operator (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Operator's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 2.11 The Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area without either the prior written consent of the Operator (such consent not to be unreasonably withheld or delayed) or putting in place the standard contractual clauses for the transfer of personal data to a processor outside the European Economic Area in the form adopted and approved by the European Commission from time to time.
- 2.12 The Company shall, in accordance with Data Protection Laws, make available to the Operator such information that is in its possession or control as is reasonably necessary to demonstrate the Company's compliance with the obligations placed on it under this paragraph 2.
- 2.13 On the end of the provision of the Services relating to the processing of Protected Data, at the Operator's cost and the Operator's option, the Company shall either return all of the Protected Data to the Operator or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any Applicable Law requires the Company to store such Protected Data. This paragraph 2 shall survive termination or expiry of these Conditions.

APPENDIX 1

DATA PROCESSING DETAILS

Processing of the Protected Data by the Company under these Conditions shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Appendix 1.

1. Subject-matter of processing:

Processing for the provision of services to Persons with Reduced Mobility at the Airport

Processing in connection with the financial provisions of these Conditions

Processing in connection with the Airport's security requirements

2. Duration of the processing:

The duration of the Operator's use of or access to the Airport

3. Nature and purpose of the processing:

Collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultant, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Protected Data for the purpose of providing services to Persons with Reduced Mobility boarding and disembarking the Operator's Aircraft at the Airport.

Collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultant, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Protected Data for the purpose of administering the financial provisions of these Conditions.

Collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultant, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Protected Data for the purpose of administering the Airport's security requirements.

4. Type of Personal Data:

Personal / contact details

Physical or mental health or condition

Financial data

Criminal records checks and other security related data

5. Categories of Data Subjects:

Customers and clients

Relatives, guardians and other family members and associates of the Data Subject

The Operator and its employees