

Bournemouth International Airport Limited
Scale of Fees & Charges

From 1st April 2021

Version 4: September 2021

(Changes to paras 1.3, 2.6, 3.17 & Registered Address on page 23)

1. Aircraft Movement Fees

1.1 Runway Charge (inclusive of navigation service charges) based on maximum total weight authorised (MTWA) and charged on arrival, as follows:

| Weight (per tonne or part thereof) | Landing Fees £ |
|---------------------------------------|-------------------|
| Aircraft up to 5 tonnes | 25.47 |
| Aircraft from 5 tonnes to 20 tonnes | 26.21 |
| Aircraft above 20 tonnes | 26.43 |

All unscheduled landings / divers are subject to a 30% increase.

It is the responsibility of aircraft operators to advise the Maximum Take Off Weight (MTOW) and any subsequent changes. Failure to notify changes will result in billing at the maximum published MTOW for that aircraft.

1.2 Runway Charges for aircraft up to 3,000 kilos will be calculated as follows:

| Weight (per tonne or part thereof) | Landing Fees £ |
|---------------------------------------|-------------------|
| Up to 1,000 Kg | 25.47 |
| Between 1,001 – 1,500 Kg | 38.21 |
| Between 1,501 – 2,000 Kg | 50.94 |
| Between 2,001 – 2,500 Kg | 63.67 |
| Between 2,501 – 3,000 Kg | 76.43 |

1.3 Approach / Touch & Go:

For flights which use ATC equipment, nav aids or lighting, a charge equivalent to 75% of the Runway charge will apply.

For full day training rates for aircraft of 737 and above, please contact the airport directly on 01202 364173.

1.4 Passenger Facility Charge (PFC) including the per capita charge levied by the CAA:

| | |
|--------------------------|---|
| International PFC | A passenger load supplement will be levied in respect of each passenger arriving on a flight from outside the United Kingdom, Isle of Man or Channel Islands of £17.47 |
| Domestic PFC | A passenger load supplement will be levied in respect of each passenger arriving on a flight from within the United Kingdom, Isle of Man or Channel Islands of £17.47 |

- Notes:
- 1) **Children under two years of age:** Exempt from paying PFC.
 - 2) **Inbound Diverted Passengers:** Passengers that disembark from flights that have been diverted to the Airport will be charged the published PFC rate.
 - 3) **Outbound Diverted Passengers:** Passengers that embark flights that have been diverted to the Airport will be charged the published arriving passenger PFC rate.

1.5 Common User Equipment (CUE)

A Common User Equipment Charge is payable at **10.64 pence per departing passenger**. The CUE rate is subject to VAT.

1.6 Disabled Persons and Persons with Reduced Mobility (PRM) Charges

Disabled Persons and Persons with Reduced Mobility: **£ 0.40**

Charges are on departing or arriving passengers, dependent on existing billing arrangements. Children under two years of age and passengers on aircraft not operating for hire or reward are exempt from payment of the PRC, PSC and PRM.

1.7 Diversions

Passenger Facility Charge (PFC) and Passenger Security Charge (PSC) will be levied on all diverted arriving or departing passengers. Discounts will not apply to diversion aircraft.

1.8 Passenger Security Charges (PSC)

Per passenger arriving: **£ 8.80**

- Notes:
- 1) **Children under two years of age:** Exempt from paying PSC.
 - 2) **Outbound and diverted passengers:** Passengers that embark flights that have been diverted to the Airport will be charged the published PSC arriving passenger rate

1.9 CAA Security Charge

Per passenger departing **£ 0.06**

2. **Rebates**

2.1 All rebates are subject to negotiation and by PRIOR agreement with the Airport Company.

2.2 **Fee Payments**

Airport users **without** an existing account with the Airport should contact the Finance Department on 01392 539381 to agree payment prior to arrival.

For customers **with** an agreed credit facility, all invoices are to be settled within 14 days of receipt.

Visiting aircraft under three tonnes in weight will be directed to the Approved General Aviation (GA) Handling Agent, who will collect Airport fees on behalf of the Airport. The GA Handling Agent will accept cash, cheque, bank transfer or credit card.

Invoice payment for aircraft movement fees will be accepted by cheque, bank transfer or credit card. To pay invoices by credit card, please call the Finance Department on 01392 539381.

2.3 **Aircraft Parking**

The first 90 (ninety) minutes after touchdown are free. The following rates are per period of 24 hours or part thereof after touchdown:

| MTWA | Charge £ | Comment |
|--|-------------|-----------|
| Up to 3 tonnes | 20.59 | Flat rate |
| Between 3 tonnes and up to (but not including) 10 tonnes | 75.49 | Flat rate |
| Between 10 and 20 tonnes | 128.64 | Flat rate |
| Over 20 tonnes | 6.80 | Per tonne |

2.4 **Handling Charges**

All aircraft carrying passengers for hire or reward are required to be handled by a Handling Agent approved by the Airport Company.

All GA aircraft are required to be handled by a Handling Agent approved by the Airport Company and should book handling **in advance** of their arrival

Contact details as follows:

Light Aircraft - Bliss Aviation
Telephone: 01202 590 888

Executive Jet - XLR Jet Centre
Telephone: 01202 364 401
Email: jetcentre@xlrbourneairport.com

2.5 Passenger, Ramp and Ground Handling / Ticketing

For details of these services please call 01202 364 252

2.6 Block Landing Contracts

Block landing agreements are available. Please contact 01202 364 173 for more details.

Conditions of Use

Contracts are issued in blocks of landings. They cover landings during normal operating hours between 1st April and 31st March in any year, subject to any revisions made by Bournemouth International Airport Limited.

Credit Facilities

GA customers have the option to purchase block landing via either up-front payment in full or direct debit credit arrangement for blocks of 100, 200, 500 and 1,000. Direct debit is also available for larger block landing cards of 2,500 and 5,000. However, in this instance, a 50% pre-payment is required.

Direct Debit Credit Arrangements

GA customers wishing to purchase block landings via direct debit (or part direct debit) should note the following:

- i) A 7% credit facility charge will be levied on the total block landing cost (or part block landing on direct debit arrangement);
- ii) All block landing card direct debit arrangements need to be cleared in full before additional block landing cards can be purchased;
- iii) All landing contracts taken out in the 12 months ended 31st March 2022 must be paid in full by 31st March 2022;
- iv) All aircraft that will benefit from the block landing arrangement must be registered with the Airport Company at the time of block card landing purchase;
- v) A block landing contract can be purchased for an unlimited number of aircraft of the same weight. Landing cards are not transferable between aircraft. However, in exceptional circumstances a concession may be made with prior agreement with the Airport Company.
- vi) The contract is granted in respect of one company or individual and is not transferable to any other person(s), i.e. other operators cannot use the aircraft under the landing contract granted to that individual company owner.
- vii) Refunds will only be made if a landing card is used by a single aircraft and if it can be shown that this aircraft has been sold or permanently destroyed.
- viii) Operators are entitled to purchase additional block landing contracts during the year.
- ix) A block landing contract cannot be backdated.
- x) Landing contract holders are also subject to Bournemouth Airport's Standard Conditions, under which any aircraft may land, park, housed or otherwise dealt with at Bournemouth International Airport. A copy of these conditions can be obtained via the Managing Director at Bournemouth Airport.
- xi) All operators with block landing contracts must maintain insurance in respect of their aircraft operations of not less than ten million pounds (£10,000,000) in compliance with the Airport's Standard Conditions. A copy of the insurance certificate must be sent with each application for a landing contract.
- xii) Contracts include all landings, overshoots and navigation service charges.
- xiii) Apron parking is chargeable according to the full published Standard Fees and Charges.
- xiv) It is the responsibility of the aircraft operator, not the Airport, to monitor movements.
- xv) Breach of these conditions at any time may result a block landing contract being revoked by Bournemouth Airport.

- xvi) The Aerodrome Manager has the right to refuse an application for a block landing contract.

3. **Surcharges**

3.1 **Out of Hours Charges** (i.e. Extension Charges)

Prior permission of the Airport must be obtained for movements outside the published Airport operational hours.

Aircraft will be charged at a rate of £1,000 per hour or part thereof for an extension.

Extensions will be recorded as the time taken between; the extension time and published closing hours or opening hours, whichever is closest. By way of an example:

If published closing time is 21:30 and time required for extension ends at 10:45, the extension charged would be for 2 hours (21:30 to 11:30).

- Notes:
- 1) Extensions between published closing time and opening time will require a prior request in advance of the published closing time.
 - 2) Extensions booked between published closing and opening time must be cancelled prior to published closing time or the full extension charge for the extension will be levied.

Extensions between the hours of 00:00 and published opening time will require a prior request in advance of published closing time with a limited guarantee to support.

3.2 **Compass Swing Charges**

Prior permission of the Airport Company must be obtained for use of the Airport's compass swing facilities, which are charged per use, as follows:

| Compass Swing Charges | |
|---------------------------------|---------------------------|
| MTOW (metric tonnes) | Cost £ Per use |
| 0 – 10 | 85.35 |
| Above 10 up to 20 | 123.06 |
| Over 20 | 202.39 |

3.3 Engine Test Charges

Prior permission of the Airport Company must be obtained for all engine test runs and be carried out at the designated engine test location. Charges as follows:

| Engine Test Charges | |
|-----------------------------|------------------------|
| MTOW (metric tonnes) | Cost £ Per hour |
| 0 – 10 | 50.09 |
| Above 10 up to 20 | 101.39 |
| Over 20 | 151.48 |

3.4 Aircraft Cleaning Charges

All commercial aircraft cleaning is to take place on West Apron Stand 11.

| Full Clean of Aircraft MTOW | Cost £ |
|---|-------------------|
| Up to 11 tonnes (J31 type aircraft) | 20.58 |
| Up to 23 tonnes (ATP / ATR type aircraft) | 27.65 |
| Up to 64 tonnes (Boeing 737 / 300 type aircraft) | 41.49 |
| Above 64 up to 75 tonnes (Boeing 737 / 800 type aircraft) | 55.32 |

Note: Partial clean will be charged at 50% of the above costs

Companies that operate aircraft cleaning are required to negotiate a commercial rate for being permitted to access the Airport to undertake this service.

3.5 Labour Charges

| Per man hour or part thereof | Cost £ |
|---|-------------------|
| Airport Fire & Rescue – Fire Appliance and Crew | 553.36 |

| Per Person per hour or part thereof | Cost £ |
|---|-------------------|
| Weekdays and within normal working hours (08:00 – 16:30 hours, Mon to Fri) | 64.22 |
| Outside normal working hours | 127.27 |

3.6 Airside Vehicle Permit

All airside vehicles are required to display an Airside Vehicle Permit at a cost of £42.75

3.7 Surface Sweeping

| Sweeper plus Operator Per hour or part thereof | Cost £ |
|---|-------------------|
| Weekdays and within normal working hours (08:00 – 16:30 hours, Mon to Fri) | 100.76 |
| Outside normal working hours | 188.13 |

3.8 Apron Handling Charge

A handling charge is levied on the carriage of goods into the Restricted Area by Airport staff or parties who have been authorised by the Airport Authority. The charge levied is 8% of cost of goods carried.

3.9 Administrative Surcharge

An Administrative Surcharge for all expenses incurred directly by the Airport Authority on behalf of a client for specialist equipment hire etc. is levied at 20% of the final invoice.

3.10 Car Parking

Current car parking tariffs are available on the Bournemouth Airport website, www.bournemouthairport.com.

3.11 Parking of Commercial Vehicles (in nominated areas)

Per 24-hour period or part thereof: £256.54

3.12 Internal Telephones

Hire of handsets and internal office cabling is dependent on the location and subject to an installation charge. Call costs will be recharges according to usage.

3.13 Filming and Still Photography

Fees upon application.

3.14 Identity Cards

| | Cost £ |
|------------------------------|-------------------|
| Issue of ID card (each) | 67.19 |
| Replacement card (each) | 74.55 |
| Approved Taxi ID Card (each) | 27.95 |

3.15 Airside Driving Permits

| | Cost £ |
|---|-------------------|
| Apron and service roads: 3 years | 73.29 |
| Apron, service roads and maneuvering areas: 3 years | 146.60 |
| Runway: Annually (in addition to the above) | 79.41 |

3.16 Environmental Charges

An Environmental charge will be levied on all materials deposited on Airport surfaces that are required to be disposed of as hazardous waste.

De-icing Materials: Aircraft de-icing shall make use of the least environmentally hazardous materials that are operationally acceptable and the minimum quantity of materials shall be applied.

Accidental Surface Contamination: The Airport Company maintains a strict Environmental Policy on surface contamination, with the aim of avoiding surface contamination, as far as is practicable. In the case of accidental spillages, the full cost of clean up, disposal or waste materials, cleaning media and costs of reinstatement of surfaces damaged by contamination will be recharged to the company responsible for the contamination.

All fuel spillages will attract a minimum charge of £355.83.

3.17 In-flight Catering

Please telephone 01202 364 400 or 01202 364 401 for details.

3.18 Safeguarding Pre-Applications

Bournemouth Airport welcomes pre-planning application discussions on wind farm, photovoltaic / solar array and any other developments or issues that might have an impact on aerodrome safety / operations. Examples of such items are not exhaustive but could include lighting, creation of potential bird hazards, cranes / tall equipment and other construction issues within the vicinity of or the safeguarded areas for the aerodrome.

The charge for this service does not apply to small individual domestic wind turbines with a hub height of less than 15 metres or domestic roof mounted Photovoltaic panels.
All the advice given is provided in good faith based on the information offered by the developers. Advice is given without prejudice to the statutory function of Bournemouth Airport in relation to the submission of a planning application.

Safeguarding assessment for up to 2 wind turbines £283.50

Safeguarding assessment for up to 4 wind turbines £490

Safeguarding assessment for more than 4 wind turbines £1,005

Safeguarding assessment of photovoltaic / solar array £283.50

Safeguarding assessment of any other development / site £283.50

Pre planning advice for new developments within 13km radius of Bournemouth Airport £490

Safeguarding meetings £490

Safeguarding of Temporary Obstacles

Any tall equipment that is to be operated within 6km of the airfield, above with a height above 10m local ground level or that of surrounding structures if higher, must be pre-notified and approved by the Aerodrome Authority. Submissions must be made 14 days in advance of the date of intended operation to Airfield Operations. Requests received with less than 14 days' notice cannot be guaranteed and may be subject to a £73 administration fee.

3.19 **Airport Fuelling**

Posted Airport Prices (PAP) will be updated on a weekly basis to reflect the fluctuation in the oil markets. Price queries can be sent to the contact details below.

- Fuelling Operations Email: [**Fuel@bournemouthairport.com**](mailto:Fuel@bournemouthairport.com)
- Fuelling Operations Phone: +44 (0)1202 364 217
- Fuelling Operations Fax: +44 (0)1202 364 219

| Charge | Charge £ | Terms |
|--------------------------|---------------------|--|
| Hook-up Fee | 35.00 | Applied to all aircraft unless included in contract |
| Low Volume Fuel Purchase | 5.00 | All uplifts of less than 250 litres |
| No Service Required | 35.00 | Applicable on any fuel service request where fueller attended aircraft with no fuel taken |
| Out of Hours | 100.00 | Per Hour or part thereof – applicable outside of promulgated hours of service as detailed on website / AIP |

Fuel delivery is subject to the Terms and Conditions of the contract signed between Bournemouth International Airport Limited and the Customer or, where no such contract has been made, subject to Bournemouth International Airport Limited Standard Terms and Conditions for Supply of Aviation Fuel, a copy of which is available on request from Bournemouth Airport, Parley Lane, Christchurch, Dorset BH23 6SE, or from our website www.bournemouthairport.com.

4. **General Notes**

Credit Facilities

Application for credit facilities must be made in writing on the appropriate form available from:

Finance Department
Airport House
Exeter Airport
Exeter
Devon
EX5 2BD

Tel 01392 539381

The operator shall make available such information as the Airport Company may require in order to assess credit worthiness. The grant of credit facilities shall be at the discretion of the Airport Company whose decision is final. Credit facilities will be subject to review by the Airport Company and may be withdrawn at any time.

Any such deposit shall be paid to the Airport Company and shall be such a sum as the Managing Director, or his nominated deputy, decide and shall be equivalent to the charges that the Operator is likely to incur (based on frequency and flight type) for up to 3 months of

Such a deposit or any balance remaining shall be refunded to the Operator when 12 months of service have been completed in accordance with the Conditions of Use or when the Operator ceases to operate any flights from the airport (whichever shall occur first), provided that all appropriate charges have been paid in accordance with the provisions of this brochure.

The Airport Company reserves the right to set off against any such deposit any appropriate charges that have not been settled by the due date in accordance with the provisions of this brochure.

Settlement Terms

Where credit facilities are granted, all accounts for airport services are payable by the registered owner of the aircraft (unless otherwise notified) by the date stated on the invoice. Interest at a rate of 4% per month above the Bank of Scotland base rate will be charged on invoices remaining unpaid from the date of invoice.

Unless otherwise specified, any claims for rebate or other charge reductions must be made within 14 days of invoice date. Rebates will be credited (subject to the Operator paying the relevant invoice in full on or before the due date) to the Operator's account against charges incurred by the Operator during the next following invoice period(s). All rebates will be liable to being rescinded if payments are not made by the due date.

VAT

Charges in these schedules are exclusive of VAT except car parking. VAT will be charged, where applicable, in addition to the fees in accordance with the prevailing rates and regulations.

Liability

All services provided by the Airport Company, its employees, servants and agents are provided subject to the Standard Conditions under which persons may use the airport and aircraft may land, be parked, housed or otherwise dealt with at Bournemouth International Airport.

Variations

Any charge quoted in the schedule may be varied without notice, at the sole discretion of the Airport Company. However, the Airport Company will endeavor to give reasonable notice of any increase in charges wherever possible.

Terms & Conditions of Use for Bournemouth International Airport Ltd

3.19.1 TERMS OF USE

Bournemouth Airport (“the Airport”) is operated under the control of Bournemouth International Airport Ltd. Limited (the Company)

The use of Bournemouth Airport facilities is subject to:

- 3.19.1.1** Local flying restrictions and procedures as published from time to time in UK Air Pilot and NOTAMS
- 3.19.1.2** Any orders, instructions or direction given by or on behalf of the Company whether in writing or otherwise
- 3.19.1.3** The Airport’s Bye-Laws
- 3.19.1.4** Any order, instructions or directions given by or on behalf of relevant Government Departments

All users’ attention is particularly drawn to paragraph 6 of these Terms of Use (limitation of Company’s liability)

1.1 Definitions

If any words are not defined in these Terms of Use they shall, unless the context requires otherwise, have such meanings as are attributed to them in the current edition of the International Air Transport Association Airport Handling Manual or the Airport Bye Laws

- 1.1.1 “Aircraft” includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
- 1.1.2 “Airport Manager” means the person for the time being employed by the Company to be in charge of the Airport and includes any other person for the time being in charge of the Airport
- 1.1.3 The “Company” which term shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Bournemouth International Airport Ltd. whose Registered Office is at Bridgeway House, Bridgeway, Stratford Upon Avon, Warwickshire, CV37 6YX or any successor or assignee of the Company for the time being.
- 1.1.4 “User” means a commercial operator or private user of an Aircraft at the Airport
- 1.1.5 Unless the context otherwise requires, a reference to one gender includes a reference to other genders.
- 1.1.6 Paragraph headings shall not affect the interpretation of these Terms of Use and references to paragraphs are to paragraphs in these Terms of Use
- 1.1.7 Words in the singular shall include the plural and vice versa

1.1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes and subordinate legislation for the time being made under it

1.1.9 A reference to writing or written includes faxes but not e-mail.

1.2 Local Flying Restrictions

All Users of the Airport shall comply with the local flying restrictions, rules and remarks published from time to time in any aeronautical information publication without limitation.

1.3 Compliance with instructions, orders and directions

1.3.1 All Users of the Airport shall comply with:

1.3.1.1 All written instructions, orders or directions published from time to time by the Airport Manager without limitation.

1.3.1.2 All oral instructions, orders or directions given by the Airport Manager; and

1.3.1.3 The Airport Bye Laws in force from time to time, a copy of which is available on request

1.3.2 Aviation fuel may only be supplied when the Company is satisfied that there is adequate fire cover available at the Airport

1.3.3 No person shall without the written approval of the Company, store or supply fuel or lubricants for Aircraft using the Airport

1.3.4 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company

1.3.5 The Company requires:

- a) The User to take out and maintain at all times passenger, baggage, cargo and third party liability insurance, in respect of any Aircraft used or operated at the Airport by the User in a sum which shall in respect of any one event be at such levels as the Company in its absolute discretion deems to be reasonable by virtue of the type and size of Aircraft used or operated by the User at the Airport, using as a reference the levels set out in the EC Regulation EC No.785/2004. Furthermore, the User will ensure that such passenger, baggage, cargo and third-party liability insurance will be without any overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events or claims.
- b) That the User of vehicles requiring airside access shall comply at all times and in all respects with the Company's policies on airside vehicles as laid down in the Aerodrome Manual or any other such policy, amendments, variation etc. whatsoever as from time to time laid down by the Company in its absolute discretion. The User shall at all times ensure that vehicles are fully and properly insured for third party risks for not less than £30 million.
- c) That the User shall on demand produce to the Company sufficient documentary proof of such insurance policies. Further, the User shall at all times fully indemnify and keep indemnified the Company against any breach of this paragraph 1.3 without prejudice to any other rights the

Company shall have under these Terms and Conditions of Use whether or not such rights are enforced by the Company.

- d) The User to have a basic aircraft maintenance contract in place for each aircraft at the Airport prior to its commencement of operations.
 - e) The User to have in place adequate emergency orders and Aircraft recovery arrangements, copies of which must be lodged with the Company prior to its commencement of operations.
 - f) The User to produce on demand to the Company evidence of compliance with all prevailing health and safety legislation.
- 1.3.6 When an Aircraft is involved in an incident which prevents use of any part of the Airport, the User will, within one hour subject to AAIB permission, commence removal/rescue or salvage of the Aircraft, and in default the Company reserves the right to remove/rescue or salvage the Aircraft at its discretion. If the User or its nominated agent should fail to remove or rescue a disabled Aircraft or neglect to do so within one hour subject to AAIB permission or as determined at the Company's discretion, the Company reserves the right for the Company to remove, rescue or salvage the Aircraft under the authority of the Company. The User shall be responsible for and indemnify the Company against all damage, claims, costs, demands, acts or omissions howsoever arising while the Company or any aircraft recovery agent remove, rescue or salvage the Aircraft and undertakes to be responsible for all costs, damages or losses (whether direct, indirect or consequential to include loss of revenue, loss or profit or loss of use) arising from the recovery of an Aircraft.

1.4 Airport charges

- 1.4.1 All Users of the Airport shall pay the tariff as published on the Company Website (unless otherwise agreed before the charges are incurred). If any services, facilities or supplies are provided to a User of the Airport which are not referred to in the Tariff, the amount to be charged shall be the amount determined by the Company in its absolute discretion (unless otherwise agreed before the charges are incurred).
- 1.4.2 Any periodical fees set out in the Company's Tariff shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport unless some arrangement has been agreed in writing or otherwise by the Company. Operators who have not previously entered into credit arrangements with the Company and who wish to be offered credit facilities must make an application in writing to the Company Financial Controller in advance of operations.
- 1.4.3 All fees and charges or other indebtedness due to the Company on any account whatsoever shall (unless otherwise agreed by the Company in writing and subject to paragraph 10.2 of these Terms and Conditions of Use) be payable on demand by the Company and in any event before the Aircraft in relation to which the fees and charges or other indebtedness were incurred departs from the Airport. Any credit facilities granted by the Company may be immediately withdrawn by the Company on the occurrence of any event as detailed in paragraph 10.
- 1.4.4 Notwithstanding any purported allocation by the User, the Company shall be entitled in its absolute discretion to allocate any monies received from or on behalf of a User against any indebtedness owed by the User to the Company.
- 1.4.5 The Company may, without prejudice to any rights it may have, set off any liability of the User to the Company against any liability of the Company to the User.

- 1.4.6 If the User fails to make any payment on the due date, the Company shall be entitled to charge interest until payment in full is made (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the User shall pay the interest immediately on demand.
- 1.4.7 The Company reserves the right to withhold the supply of fuel to a User if there are any monies owed to the Company by the User on any account whether or not payment in cash or otherwise is offered for the fuel.
- 1.4.8 A surcharge may be applied to Aircraft operating on Christmas Day or New Year's Day at the discretion of the Company.
- 1.4.9 Time for payment shall be of the essence for these Terms of Use.
- 1.4.10 Operator discounts, promotions and incentives must be claimed by the Operator within six months of the end of the relevant season to which the discount, promotion or incentive pertains.

1.5 Lien

- 1.5.1 Without prejudice to its statutory rights pursuant to section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company (statutory or otherwise), so long as an Aircraft (which expression shall include any of its parts and accessories stored at the Airport) shall be at the Airport, the Company shall have a contractual lien, both general and particular, ("the Lien") upon the Aircraft for any fees and charges or any other indebtedness due to the Company on any account whatsoever which shall become due and payable to the Company either:
 - 1.5.1.1 in respect of the Aircraft in relation to which the tariff or other indebtedness were incurred, whether or not these were incurred by the person who is the User at the time when the Lien is exercised; or
 - 1.5.1.2 in respect of any other Aircraft of which the person in default of payment is the User at the time when the Lien is exercised.
- 1.5.2 The Lien shall not be lost by reason of the Aircraft leaving the Airport but shall continue and shall be exercisable when the Aircraft returns to the Airport so long as any part of such fees, charges or indebtedness remains unpaid.
- 1.5.3 The Lien shall be in addition to and without prejudice to any right of detention or any other remedy or power which the Company may have whether under the Civil Aviation Act 1982 or any other provision.
- 1.5.4 If payment of any tariff in respect of which a Lien has been exercised by the Company is not made to the Company within 56 days after notice has been sent to the registered owner of the Aircraft, 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 in order to satisfy all or part of the Lien.
- 1.5.5 If an event as set out in paragraphs 1.10.1.1 to 1.10.1.11 occurs then non-payment of any charges which have been incurred as at that date shall be deemed to be in default of payment for the purposes of section 88 of the Civil Aviation Act 1982.

1.6 Exclusion and Limitation of Company's liability

1.6.1 Nothing in these Terms of Use shall exclude, restrict or limit the Company's liability for fraud, death or personal injury caused by its negligence or the negligence of its employees or agents.

1.6.2 Neither the Company nor their respective employees, servants or agents shall be liable for:

(a) any costs, claims, damage or loss whatsoever to any Aircraft, its parts or accessories or any property contained in the Aircraft at any time, including while the Aircraft is on the Airport or in the course of landing or taking off at the Airport or arising out of the performance of any ground handling services provided by the Company, or being removed or dealt with elsewhere; or

(b) any other loss, damage or injury to any person or otherwise howsoever caused,

resulting directly or indirectly from any act, omission, negligence or other default on the part of the Company or its employees, servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute. Furthermore neither the Company nor their respective employees, servants or agents shall be liable to the Operator for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.

1.6.3 The Company gives no warranty as to the continuous use and operation of the Airport.

1.7 User's responsibility

Each User shall be responsible for:

1.7.1 its Aircraft and other property while at the Airport;

1.7.2 taking all steps necessary so as adequately to secure its Aircraft and other property while at the Airport and for restricting unauthorised access to, or unauthorised use of, such Aircraft and property;

1.7.3 the operation by the User, its agents and employees of its Aircraft and other property at the Airport and shall keep the Company indemnified against all costs, claims, damage, loss or injury due to, or arising out of the User's breach of any of such responsibilities.

1.7.4 No person shall without the written approval of the Company store or supply fuel or lubricants for aircraft using the airport.

1.7.5 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company.

1.8 Provision of information

1.8.1 The User shall furnish the Company in the Company's prescribed format with any information regarding the movements of its Aircraft at the Airport within 24 hours of each such movement including, but not limited to, any information regarding the timing of each such movement, the

number of terminal and transit passengers and the volume of cargo and mail embarked or disembarked at the Airport.

1.8.2 The User shall also furnish the Company on demand with details of the maximum total weight authorised in respect of each Aircraft operated by it and shall inform the Company of any changes to this information immediately they occur at the Airport.

1.8.3 Where the User fails to provide any information required by this paragraph 8, the Company shall be entitled to assess the charges payable hereunder by the User by reference to the maximum total weight and the maximum passenger capacity of the Aircraft. The User shall pay the re-calculated charges as assessed by the Company

1.9 Force Majeure

1.9.1 The Company shall not be liable to a User or be deemed to be in breach of contract by reason of any delay in performing or providing, or any failure to perform or provide, any services, facilities or supplies if the delay or failure is due to any cause beyond the Company's reasonable control.

1.9.2 The following shall be regarded without limitation as causes beyond the Company's reasonable control;

- (a) act of God, adverse weather conditions, flood, storm, tempest, explosion, fire or accident;
- (b) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, whether of the United Kingdom or abroad;
- (c) air traffic control delays or restrictions;
- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs or other industrial actions or trade dispute (whether involving the Company's employees or those of a third party);
- (f) difficulties in obtaining labour, transport, fuel, parts or machinery;
- (g) breakdown in machinery or equipment;
- (h) failure or obstruction of runway or taxiway;
- (i) interruption or failure of any utility service including but not limited to electricity, gas or water

1.10 Termination and insolvency

1.10.1 This paragraph applies if:

1.10.1.1 the User suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 1.10.1.2 the User commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 1.10.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the User (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 1.10.1.4 the User (being an individual) is the subject of a bankruptcy petition or order;
- 1.10.1.5 a creditor or encumbrancer of the User attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 1.10.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the User (being a company);
- 1.10.1.7 a floating charge holder over the assets of the User (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 1.10.1.8 a person becomes entitled to appoint a receiver over the assets of the User or a receiver is appointed over the assets of the User;
- 1.10.1.9 any event occurs, or proceeding is taken with respect to the User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 2.10.1.1 to 2.10.1.11
- 1.10.1.10 the User ceases or suspends, or threatens to suspend or cease, to carry on all or part of its business; 2.10.1.11 a User fails to pay an amount due on the due date;
- 1.10.1.11 a User ceases or threatens to cease using the Airport; or
- 1.10.1.12 a User commits a material breach of these Terms of Use and fails to remedy that breach (if the breach is remediable) within 21 days of being notified in writing of the breach.
- 1.10.2 If this paragraph applies then, without prejudice to any other right or remedy available to it:
 - 1.10.2.1 the Company shall be entitled to withhold all services, facilities or supplies from the User without being under any liability to the User; and
 - 1.10.2.2 all fees, charges and other indebtedness in respect of services, facilities or supplies already provided to the User shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary; and
 - 1.10.2.3 the User shall return all Company materials (including aviation fuel) which the User has not fully paid for. If the User fails to do so, then the Company may enter the User's premises at the Airport and take possession of them. Until the materials have been returned, the User shall be solely responsible for their safekeeping.

1.11 Services to be provided

Unless otherwise agreed by the Company in writing, the following services at the Airport will be available to Users on request and shall be provided exclusively by the Company or its agents;

- 1.11.1 Passenger handling;
- 1.11.2 Marshalling of Aircraft;
- 1.11.3 Baggage handling;
- 1.11.4 Cargo handling;
- 1.11.5 Aircraft internal cleaning (on ramp);
- 1.11.6 General apron services;
- 1.11.7 Supply of aviation fuel;
- 1.11.8 General aviation and executive handling; and
- 1.11.9 Security.

1.12 No right to set off

All fees and charges payable by a User shall be paid in full, without counterclaim, with holding or other deduction on any account whatsoever

1.13 Choice of law

These Terms and Conditions of Use shall be governed by and construed according to English Law and the Company and the Operator shall submit to the exclusive jurisdiction of the English Courts as regards any claim or dispute arising from their interpretation or exercise.

1.14 Invalidity

If any provision of these Terms of Use is held by any competent authority to be invalid or unenforceable in whole or part, then the validity of the other provisions of these Terms of Use shall not be affected thereby.

1.15 Waiver

- 1.15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms of Use or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 1.15.2 No single or partial exercise of any right or remedy provided under these Terms of Use shall preclude or restrict the further exercise of any such right or remedy.
- 1.15.3 A waiver of any right or remedy provided under these Terms of Use or by law shall only be effective if it is in writing and signed by the Airport Director and shall apply only to the User and

for the specific circumstances for which it is given. It shall not prevent the Company subsequently relying on the right or remedy in other circumstances.

1.16 Indemnity

1.16.1 The Company, its employees, servants and agents shall be kept indemnified by the Operator against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of the Company) of any description due to or arising out of the use by the Operator of the Airport, the presence of the Operator's Aircraft or other property on the Airport or on areas or premises occupied or controlled by the Company or anything done, permitted or omitted by the Operator or any of its employees, servants or agents in or upon the Airport, save to the extent that such costs, claims, injury, damage or loss are caused by the Company or their employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.

1.17 Variation

1.17.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the Terms of Use set out herein.

1.17.2 No variation of these Terms of Use shall be valid unless agreed in writing with the Airport Manager

1.18 Notices

1.18.1 A notice or other communication given to a party under or in connection with these Terms of Use:

1.18.1.1 Shall be in writing in English (or accompanied by a properly prepared translation into English);

1.18.1.2 Shall be signed by or on behalf of the party giving it;

1.18.1.3 Shall be sent to:

- in the case of a User of the Airport, to the last known address of the User,
- in the case of a User (being a company), to the company's registered office;

1.18.1.4 Shall be:

- delivered personally; or
- sent by commercial courier; or
- sent by fax; or
- sent by pre-paid first-class post or recorded delivery; or
- sent by airmail requiring signature on delivery.

1.18.2 If a notice or other communication has been properly sent or delivered in accordance with this paragraph, it will be deemed to have been received as follows:

- if sent by fax, at the time of transmission; or
- if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
- if sent by airmail, 5 days from the date of posting.

1.18.3 For the purposes of this paragraph:

1.18.3.1 all times are to be read as local time in the place of deemed receipt; and

1.18.3.2 deemed receipt under this paragraph is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.

1.18.4 To prove delivery, it is sufficient to prove that:

1.18.4.1 if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or

1.18.4.2 if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted.

1.18.5 The provisions of this paragraph 17 shall not apply to the service of any process in any legal action or proceedings.

1.18.6 A notice or other communication required to be given under or in connection with these Terms of Use shall not be validly served if sent by e-mail.

1.19 Rights of third parties

A person who is not a party to these Terms of Use shall not have any rights under or in connection with them

1.20 Assignment

1.20.1 The User shall not without the prior written consent of the Company, assign, transfer charge, mortgage, subcontract or deal in any other matter with all or any of its rights or obligations under these Terms of Use.

1.20.2 The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

3.19.2 GLOSSARY

| | |
|---------------------------------|---|
| Aircraft | Includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores. |
| Aircraft Parking Charges | means the charge referred to in The Fees and Charges. |
| Airline | includes Operator, alliance/ codeshare partner, franchisee and a subsidiary carrier or operator. |
| Airport | means Bournemouth International Airport Ltd |
| Ambulance Flight | means any flights transporting a patient or human organ or organs. |

| | |
|--|---|
| Apron Services | means the charges referred to in The Fees and Charges |
| Standard Landing Fees | means the charges referred to in section 1 of this document as amended or notified from time to time. |
| Claim | includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature. |
| Company | means Bournemouth International Airport Ltd which shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Bournemouth International Airport Ltd whose Registered Office is Unit 1, Brackley Close, Bournemouth Airport, Christchurch, Dorset BH23 6SE or any successor or assignee of the Company for the time being. |
| Corporate Aviation | means national and international commercial aircraft movements that are not classified as general aviation, military, scheduled commercial or cargo and / or not handled through the terminal building. |
| Disabled Persons and Persons of Reduced Mobility Charge | means those referred to in section 1 of this document. |
| Diverted Aircraft | means an Aircraft diverted from its intended Airport destination to Bournemouth Airport. |
| Final Destination Airport | means the final destination on any route from Bournemouth Airport. (non- stop service or multi sector service) that is reached without changing aircraft and/or flight number. |
| FOC | means Free of Charge. |
| Force Majeure | means the definition referred to in point 1.9 of the terms and conditions of use in this document. |
| General Aviation | means all flights other than military, cargo, scheduled airline (both private and commercial). |
| Handling Agent | means any person, firm or company appointed by an Operator to perform any or all of the ground handling functions or an Operator who self handles. |
| Loss | loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default. |

| | |
|---|--|
| Maximum Take Off Weight Authorised | means the maximum weight of the Aircraft and its contents at which the aircraft may take off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However if the certificate indicates a MTOW at which the Aircraft may taxi, that weight shall be taken to be the MTOW Authorised. Operators will be charged at the certified MTOW unless the Airport Finance Department is notified in writing prior to the movement of the reduced MTOW aircraft. Refunds cannot be issued retrospectively. |
| Operator | means the person, firm, or company for the time being having the management of an Aircraft. |
| Out of Hours Surcharge | means charges referred to in point 1.4 of this document where an aircraft chooses to land or take off, fuel, manoeuvre or require handling outside the published opening hours of the Airport. |
| Passenger | means Terminal Passengers, Transfer passenger or Transit Passengers. |
| Passenger Aircraft | means an aircraft on which passengers are carried. |
| QC Rating | means the Quota Count Rating. This is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data. |
| Remote Stand | means an aircraft parking stand that has been designated as remote. |
| Route | means any route from the Airport to the final Destination Airport. |
| Scheduled Service | means services operated according to a published timetable, including those supplementary to them and open to use by members of the public. |
| Service | means any Route operated to or from the Airport. |
| Standard Landing Fees | means the charges referred to in point 1.4 of this document. |
| Terminal Building | means the Departure Hall, Lounge, Boarding Gates and Arrivals Halls. It includes concourses, retail and catering outlets, aprons and other public areas or offices. |

| | |
|---------------------------|---|
| Terminal Passenger | means a passenger joining or leaving an aircraft at the Airport. Terminal Passengers include Transfer and Transit Passengers. |
| Terms | means the Terms and Conditions contained in Section 1. |
| Transfer Passenger | means a passenger identified by the Handling Agent who arrives at the airport by one aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another aircraft and is treated as a Terminal Passenger. |
| Transit Passenger | means a passenger who arrives in and departs from the Airport on the same Aircraft. |
| User | means a commercial operator or private user of an aircraft at the Airport |