

City Airport & Heliport ("The Airport") is operated under the control of City Airport Limited hereinafter referred to as "The Company". The use of the Airport for the purpose of aircraft movements is subject to the following terms and conditions, which shall apply to the exclusion of any other terms, which a person may seek to introduce. No variations to these terms and conditions shall be binding unless agreed in writing with authorised representatives of the Company.

1. LOCAL FLYING RESTRICTIONS

- 1.1. 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 including without limit the UK Air Pilot Publication.

2. COMPLIANCE WITH INSTRUCTIONS, ORDERS AND DIRECTIONS

- 2.1. All users of the Airport shall comply with:
 - 2.1.1. all written instructions, orders or directions published from time to time by an Airport Official or a person duly authorised by him / her including without limit those relating to air safety and security;
 - 2.1.2. all oral instructions, orders or directions given by an Airport Official or a person duly authorized by him / her;
 - 2.1.3. the rules and procedures contained within the Pilots' handbook, the Aerodrome Manual, Operational Notices, Airport Operational Instructions and other associated documents, copies of which are available upon request.
 - 2.1.4. Non permit holders must park on the designated Airport car parks.
- 2.2. Aviation fuel may only be supplied when there is adequate fire cover available at the Airport.

3. DEFINITIONS

- 3.1. If any words are not defined in these terms and conditions they shall, unless the context requires otherwise, have such meanings as are attributed to them in the current Pilots' Handbook, Aerodrome Manual or the Civil Aviation Act 2012.

4. AIRPORT CHARGES AND CONTRACTS

- 4.1. All users of the Airport shall pay the fees and charges referred to in the Company's Schedule of Fees and Charges published from time to time. If any services, facilities or supplies are provided to a user of the Airport which are not referred to in the Schedule of Fees and Charges, 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).
- 4.2. Any person or business wishing to operate on a commercial basis from City Airport must have in place a commercial operator's agreement. Commercial operators shall pay an operating license fee in addition to other Fees and Charges as applicable.
- 4.3. In the event that a business which holds a commercial operators agreement is sold to another party, the Commercial Operators Agreement is not transferrable and the new business will be required to seek approval to operate and must enter into a new agreement where City Airport Ltd agrees as such.
- 4.4. All fees and charges shall accrue from day to day.
- 4.5. 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 of these terms and conditions) 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 the Airport. Any credit facilities granted by the Company may be immediately withdrawn by the Company following a default in payment by an Airport user on the due date for payment or following any other breach of these conditions or on the occurrence of any insolvency event as detailed in paragraph 10 of these terms and conditions.

- 4.6. 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.
- 4.7. 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 2% per annum above the base rate from time to time of Barclays Bank Plc.
- 4.8. The Company reserves the right to withhold the supply of fuel to a user of the Airport 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.
- 4.9. A surcharge may be applied to aircraft operating outside normal airport opening hours, and on Christmas Day, Boxing Day or New Years Day at the discretion of the Company.

5. LIEN

- 5.1. 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") 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:
 - 5.1.1. in respect of the aircraft in relation to which the fees and charges or other indebtedness were incurred, whether or not these were incurred by the person who is the user or operator of the aircraft at the time when the Lien is exercised; or
 - 5.1.2. in respect of any other aircraft of which the person in default of payment is the user or operator at the time when the Lien is exercised.
- 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.
- 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 (including any re-enactment or modification thereof) or any other provision.
- 5.4. If payment of any fees and charges in respect of which a Lien has been exercised by the Company is not made to the Company within 56 days after a letter demanding payment has been sent by registered post addressed to the registered owner of the aircraft at the last known address on the Company's records, 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.

6. EXCLUSION OF LIABILITY

- 6.1. Neither the Company nor any of its employees, servants or agents shall be liable for any:
 - 6.1.1. Loss or damage to the aircraft or any property contained in the aircraft occurring while the aircraft is:
 - 6.1.1.1. At the Airport; or
 - 6.1.1.2. In the course of maneuvering, including taking off from or landing at the Airport; or
 - 6.1.1.3. In the course of any action being taken by the Company in the exercise of a Lien; or
 - 6.1.2. consequential loss or damage (whether for loss of profits or otherwise), costs and expenses arising from negligence, breach of statutory duty and acts or omissions perpetrated by the Company or any of its employees, servants or agents unless done intentionally or with knowledge that such loss or damage would probably result.

6.2. Users of the Airport shall not make any claim against the Company, whether emanating from the user or third parties, and shall also fully indemnify the Company against, inter alia, any legal liability for claims, demands, suits or losses, including costs and expenses incidental thereto in respect of damage to or delay or loss of personal belongings and damage to or loss of property howsoever arising whether from negligence or any act or omission of the Company including breach of statutory duty unless done intentionally or with knowledge that such loss or damage would probably result.

6.3. Neither the Company nor any of its employees, servants or agents shall be liable for any loss or damage, including consequential loss or damage, costs or expenses arising from or relating to acts or omissions of third parties at the Airport, whether to users of the Airport, members of the public, intruders or otherwise provided that nothing in this clause shall exclude or restrict any liability of the Company for death or personal injury resulting from its negligence.

7. USER'S RESPONSIBILITIES TO SECURE AIRCRAFT

7.1. Users or operators shall be responsible for taking all steps necessary adequately to secure their aircraft parked or housed at the Airport and shall indemnify the Company against all and any loss, damage or liability which the Company may suffer or incur as a result of the failure to do so by the user or the operator.

8. PROVISION OF INFORMATION

8.1. The user or operator or their appointed agent 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 name and contact details of pilot and / or passengers and purpose of the flight.

8.2. The user or operator or their appointed agent shall also furnish the Company on demand with details of the maximum total weight authorized in respect of each aircraft owned or operated by it and shall inform the Company of any changes to this information immediately they occur.

9. FORCE MAJEURE

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.

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

9.2.1. Act of God, explosion, adverse weather conditions, flood, storm, tempest, fire or accident;

9.2.2. War or threat of war, sabotage, terrorist act, blockade, revolution, riot, insurrection, civil disturbance or disobedience, bombings or threats of bombings, security alerts;

9.2.3. 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;

9.2.4. Air traffic control delays or restrictions;

9.2.5. Import or export regulations or embargoes;

9.2.6. Strikes, lock-outs or other industrial actions or trade dispute (whether involving the Company's employees or those of a third party);

9.2.7. Difficulties in obtaining labour, transport, fuel, parts or machinery;

9.2.8. Power failure or breakdown in machinery or equipment;

9.2.9. Failure or obstruction of runway or taxiway;

10. INSOLVENCY

10.1. This clause applies if;

10.1.1.A user makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

10.1.2.An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of a user; or

10.1.3.The user is unable to pay debts (within the meaning of S.123 Insolvency Act 1986); or

10.1.4.Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to a user; or

10.1.5.A user ceases, or threatens to cease, to carry on business; or

10.1.6.A user ceases, or threatens to cease, to use the Airport; or

10.1.7.The Company reasonably believes that any of the events mentioned above is about to occur in relations to a user.

10.2. If this clause applies then, without prejudice to any other right or remedy available to it;

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

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.

11. SERVICES TO BE PROVIDED

11.1. Unless otherwise agreed by the Company in writing, the following services at the Airport shall be provided exclusively by the Company or its agents;

11.1.1.Passenger handling;

11.1.2.Marshaling of aircraft;

11.1.3.General apron services;

11.1.4.Supply of aviation fuel;

11.1.5.GA and executive handling;

11.1.6.Security

11.1.7.Hangarage

12. NO RIGHT TO SET OFF

12.1. All fees and charges payable by a user shall be paid in full, without counterclaim, withholding or other deduction on any account whatsoever.

13. CHOICE OF LAW

13.1. These terms and conditions and any contract between the Company and a user of the Airport for the provision of services, facilities or supplies shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction in all matters relating thereto.

14. INVALIDITY

14.1. If any provision of these terms and conditions 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 and conditions shall not be affected thereby.

15. WAIVER

15.1. No waiver by the Company of any breach of any provisions of these terms and conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

16. VARIATION

16.1. The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the terms and conditions of use set out herein.

17. NOTICES

17.1. Any notice, claim or demand hereunder shall be in writing and may be delivered by hand or sent by fax, email or sent by recorded delivery to, in the case of a user of the Airport, the user or their representative personally or at the last known address of the user or in the case of a company; its registered office from time to time. Communications delivered by hand to an aircraft shall be deemed to have been delivered to the owner and to the operator of the aircraft. Communications delivered by hand or sent by fax shall be deemed to have been received when delivered or sent as the case may be and communications sent by recorded delivery shall be deemed to have been received 48 hours after posting.