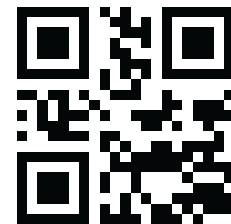


Schedule of Charges and Terms and Conditions of Use

1 April 2013 to 31 March 2014



humbersideairport.com

Humberside
airport 



Welcome to the 2013/2014 edition of Humberside Airport's Schedule of Charges & Terms and Conditions of Use.

This document provides you with all the information you require in relation to operating services at Humberside Airport.

This document sets out Humberside Airport Limited's Terms and Conditions of Use and the Charges that will apply from 1 April 2013 to 31 March 2014 unless the users are notified otherwise by Humberside Airport Limited. This edition replaces all earlier editions.

For further information on Humberside Airport visit: **humbersideairport.com**

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1.0 STANDARD LANDING FEE

All landing aircraft will pay a combined Landing/Navigational charge (based on maximum takeoff weight authorised) as follows:

Aircraft up to 3 tonnes, per tonne or part thereof	£18.07
Aircraft over 3 tonnes, per tonne or part thereof	£21.69

Landing contracts are available for aircraft less than 3 tonnes.

Please contact the Commercial Director on +44(0)844 887 2021.

2.0 NAVIGATIONAL SERVICE CHARGE

A charge equivalent to 60% of the standard landing fees will be made for each approach for flights that do not land (such as overshoots and ILS approaches) but involve the use of air traffic control, services, equipment, nav aids and lighting. The approach flight must be pre-booked with ATC to be eligible for the discount.

3.0 DISCOUNTS

For diverted scheduled and charter (inclusive tour) flights	25%
Base operators discount for daily/weekly scheduled/charter movements	10%
Positioning flights (empty scheduled/charter)	20%
Crew training – full Commercial Licence/AOC holders	40%
Private pilots training (only when accompanied by an instructor)	50%

The above rebates apply to Landing/Navigational charges only for aircraft over 3 tonnes MTWA. **Training rebate applications must be made in advance** with Air Traffic Control and are subject to Air Traffic Control availability. Alternative hourly training rates are available on application for Cat 4 aircraft and above.

Payment can be made by Debit Card, Credit Card or Cash up to the HMRC approved limit. A 2.5% charge will be levied on Credit Card payments.

For all new services, rebates may be available on application to the Commercial Director on +44(0) 844 887 2021.

4.0 OUT OF HOURS CHARGES

In addition to the standard landing fee, movements outside the published Airport hours will incur the following charges:

Fire Category Cover in accordance with Civil Aviation requirements as defined by CAP 168	Published closing up to 2330hrs per hour or part thereof	2331hrs until 0629hrs per hour or part thereof
1-3	£350.00	£470.00
4	£450.00	£570.00
5	£550.00	£670.00
6	£650.00	£770.00
7	£700.00	£800.00
8	£750.00	£900.00

The Airport opening times are published in the UK AIP (amended by NOTAM as required) and in addition notified in Humberside Airport Operational Advice Notices. All flights outside these times will require an 'Extension of Hours' as identified in the UK AIP.

Extensions must be booked in advance via the Terminal Supervisor and are subject to Air Traffic Control availability:

Telephone/Fax	+44(0) 844 887 2041
Mobile	+44(0)7718 524072
Or alternatively	+44(0) 844 887 2063

Extensions booked but cancelled without giving a minimum two hours notice prior to the close of published hours on the applicable day will be charged in full. Extensions requested less than two hours prior to the Airport closing can not be guaranteed.

5.0 PASSENGER LOAD SUPPLEMENTS

DOMESTIC

A Passenger Load Supplement will be levied in respect of each passenger departing in an aircraft travelling to a destination point within the United Kingdom, the Isle of Man or the Channel Islands. £7.64

INTERNATIONAL

A Passenger Load Supplement will be levied in respect of each passenger departing in an aircraft travelling to a destination point outside the United Kingdom, the Isle of Man or the Channel Islands. £13.37

OFFSHORE

Per departing passenger £17.04

SECURITY

Per departing passenger £7.08

POLICE SERVICES AGREEMENT (PSA)

Per Departing Passenger for Commercial Airlines £0.52

Per tonne or part thereof for General Aviation £1.00

This charge relates to the provision of policing services at the airport as required under the Policing and Crime Act 2009.

As of July 2008 charges for handling of Passengers with Reduced Mobility (PRM) will be added to all invoices on a departing passenger basis on all commercial passenger operations.

Current PRM Charges (31 March 2013 – 1 April 2014) are £0.50.

Please note that non-public transport movements (defined as aircraft owned and operated for the purpose of the Company's own business) will incur no passenger load supplement but only a security charge as above per departing passenger.

CUSS machine and check in hardware development (PCI compliance) £0.76

Hold Baggage X Ray investment and development (DfT compliance) £1.83

Radar remediation and pilot scheme (4G network introduction) £2.56

6.0 AIRCRAFT AND FREIGHT HANDLING CHARGES

All aircraft carrying passengers and freight for hire or reward are required to be handled by a handling agent approved by the Airport Authority.

The Airport is in an excellent location to distribute freight throughout northern and central England. **For a competitive quote call +44(0)844 887 2021.**

7.0 AIRCRAFT PARKING

Grass parking for light aircraft (up to 3 tonnes) is FREE at Humberside Airport. Aircraft over 3 tonnes are entitled to 2 hours FREE parking on the apron. After 2 hours, apron parking charges for all aircraft are as follows:

Per 24 hours or part thereof	
Up to 10 tonnes	£22.72
Up to 20 tonnes	£42.35
Up to 30 tonnes	£65.07
Additional weights over 30 tonnes (Per 10 tonnes or part thereof)	£14.15

Limited apron parking is available to aircraft (up to 3 tonnes MTWA) which are based at the Airport. This parking is available for fixed term periods only between 1 November and 31 March. Such parking is subject to strict availability.

Aircrew are to wear hi-visibility jackets whilst on apron areas.

8.0 LABOUR CHARGES

Labour charges per man hour or part thereof:

Weekdays and within normal working hours (0800hrs – 1630hrs) Per hour or part thereof	£41.32
Outside normal working hours - per hour or part thereof	£82.64
Airport Fire and Rescue Fire Appliance and Crew for starting or refuelling Per hour or part thereof	£201.43

9.0 ENVIRONMENTAL CHARGES

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

Aircraft Washpan

A dedicated aircraft washing facility is available on a pre-booked basis at a rate of £6.00 per tonne or part thereof. **The use of this facility is mandatory** for all aircraft washing and is approved by the Environment Agency. Contact environment@humbersideairport.com or telephone 01652 682037.

Accidental Surface Contamination

Humberside International Airport 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 and disposal of waste materials and cleaning media will be recharged to the company responsible for the contamination.

Costs of reinstatement of surfaces damaged by contamination will be invoiced to the company responsible for the contamination.

In accordance with the Aerodrome Manual and RFFS Operations Procedures 053 the following is a list of charges for equipment used and vehicle and manpower supplied:

Labour	£175.66	Per hour or part thereof
Vehicle	£67.14	Per hour or part thereof/vehicle
Absorbent Pads	£82.64	Per pack of 100 (minimum quantity available)
Absorbent Booms	£66.11	Per pack of 12
Absorbent Pillows	£86.77	Per pack of 16
Spagsoil	£28.92	Per 60ltr bag
Oil Remover	£6.20	Per litre

Disposal: The cost of disposal of contaminated waste will be recharged at cost without disbursement.

All prices are exclusive of VAT.

10.0 ADMINISTRATIVE SURCHARGE

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

11.0 ANNUAL LANDING CONCESSIONS

Landing contracts are available for aircraft less than 3 tonnes. **Please contact the Commercial Director on +44(0)844 887 2021.**

NOTE Humberside International Airport Limited has a policy of mandatory nose-in parking and push-backs for all aircraft with a wingspan over 22 metres.

Marshalling on to and off stand will be required for all aircraft defined above and these services along with push-backs are provided by Servisair.

Occasional bussing operations may also be required if and when the main terminal apron space becomes fully utilised. Bussing operations are also provided by Servisair.

GENERAL NOTES

Credit Facilities

A facility may be granted to frequent users of the Airport at the discretion of the Airport Company. Applications for credit facilities must be made in writing to the accounts department, identifying the level of anticipated monthly credit, bank details and two trade references. Until approval is given, all charges must be paid in full.

Settlement Terms

All accounts for airport services are payable by the registered owner of the aircraft (unless otherwise notified) within 14 days of invoicing and are strictly net. Interest at a rate of 4% per month above the Co-operative Bank 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.

Deposits

Where the operator has not used the Airport regularly in the previous 12 months (ending on the date that the Operator proposes to commence operations) or demonstrated a good payment history, the General Manager may, at his discretion, require a deposit to be lodged with the Airport Company before flights commence. Any such deposit shall be paid to the Airport Company and shall be such a sum as the General Manager, or his nominated deputy, 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 operations. 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.

Administration Charge

For non-account holders, there will be an administrative charge of £70.00 (plus VAT) for credit invoices.

VAT

Charges in these schedules are exclusive of VAT except car parking. VAT will be charged, where applicable, as an addition to the fees.

Dispensation

The Airport Company may, at its discretion, dispense wholly or in part with any charge payable under this scale, if satisfied that it is in the interests of Humberside International Airport Limited.

Liability

All services provided by Humberside International Airport Limited, its employees, servants and agents are provided subject to the general conditions of use of Humberside International Airport.

Variations

Any charge quoted in the schedule may be varied without notice, at the sole discretion of Humberside International Airport Limited. Notwithstanding, Humberside International Airport Limited will use its best endeavours to give reasonable notice of any increase in charges.

CONDITIONS OF USE

1.0 DEFINITIONS

- 1.1 'The Airport' means all that area comprising Humberside International Airport of Kirmington, North Lincolnshire, which is operated by or under the control of the Company as hereinafter defined. The term 'airport' shall be interchangeable with the terms 'airfield', 'strip', 'aerodrome' or any other like term, where the context so dictates and such terms shall bear their ordinary and usual meaning according to English law.
- 1.2 'The Airport Company', which term shall include any associated or subsidiary company thereto and shall, unless the context otherwise provides, include any servant, or agent, means Humberside International Airport Limited, whose Registered Office is at Kirmington, North Lincolnshire, DN39 6YH, or any successor or assignee of the Company for the time being.
- 1.3 'The Operator' shall mean the person or organisation from time to time having the management or possession of an aircraft, whether owner, user, pilot or otherwise and shall mean the person(s) or body or organisation (and their respective servants, agents and contractors) using, attempting to make use of, or having used, the facilities or services offered by the Airport Company at the Airport or elsewhere.
- 1.4 'The Conditions' means these Terms and Conditions of Humberside International Airport and any Rules and Regulations relating to the use of Humberside International Airport, and any orders, instructions, directions or bye-laws respectively from time to time in force whether in writing or otherwise made by the Airport Company or on its behalf. A copy of the conditions will be available on request from the Airport Company but shall be deemed to bind the Operator whether or not a copy has been requested. In the event of inconsistency and so far as permitted by law these conditions shall take precedence over any other conditions or terms. The conditions shall be construed in all respects according to English law.
- 1.5 For the purposes of being bound by these Terms and Conditions the Operator warrants that he has full authority and power to bind as their agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.

2.0 USE OF AIRPORT AND ITS FACILITIES

- 2.1 The use of the Airport by the Operator or on his or their behalf is subject to the conditions which shall apply equally to the provision of all facilities or services provided or offered to be provided by the

Airport Company and are hereby deemed to be incorporated into any agreement, contract or other legal relationship entered into or to be entered into by the Airport Company with the Operator.

2.2 The Airport Company shall be entitled to vary the conditions from time to time, at its discretion as it sees fit. Such variation shall be binding on the Operator notwithstanding that the Operator may claim not to have had notice of the same.

2.3 Save in the case of landside self handling and subject to the terms of European Community Council Directive 96/67/EC, the Airport Company has the exclusive right to provide any service which it desires and sees fit at the Airport and any Operator wishing to provide the same, similar or different services must first submit a written application to the General Manager of the Company for due consideration.

3.0 CHARGES

3.1 The publication of the Airport Company's fees and charges and the delivery of such to the Operator is without prejudice to the Company's right to vary any of its fees or charges therein stated in any way it sees fit. The display of any notice or delivery of a list of fees or charges is not to be construed as an offer on the part of the Airport Company to provide any facilities or services either for the fees or charges specified or at all.

3.2 No reduction or exemption from charges will be allowed by reason of the unavailability of any Airport services of whatsoever kind or when aircraft are diverted or obliged to land exceptionally for whatever reason and no exception or rebates from charges will be allowed unless specifically provided. Such exception to be agreed beforehand, evidenced in writing and signed by a Director or duly appointed Officer of the Airport Company.

3.3 Any variation in fees or charges shall be of immediate effect from the time that a note of such is made available by the Airport Company to the Operator.

3.4 Any specific agreement between the Airport Company and the Operator to vary the charges shall be of no effect unless expressly agreed in writing and signed by a Director or duly authorised Officer of the Airport Company. Such agreement will be subject to the Company's rights of variance as set out at 3.2.

4.0 PAYMENT

4.1 The Operator shall pay the appropriate charges for the landing, parking or housing of aircraft. The Operator shall also pay for any supplies, services or facilities provided to him or the aircraft by the Airport Company. All such charges shall be made in sterling and shall be payable at the sole discretion of the Airport Company before an aircraft departs from the Airport.

4.2 Payment of any unpaid charges shall in any event be due on the 14th (Fourteenth) day after delivery of the Airport Company's invoice to the Operator at his address as stated thereon.

4.3 The Operator shall pay interest on any sum outstanding at the amount of 4% above the Co-operative Base Rate existing at the time, such interest to accrue on a daily basis.

5.0 LIEN

5.1 So long as an aircraft, or any parts and accessories or any vehicle are located at the Airport or upon any land under the control of the Airport Company, the Airport Company shall have a contractual lien, both

particular and general over the aircraft, its parts and accessories and any vehicle for all charges, costs, fees or any other liabilities of whatsoever nature which are due and payable to the Airport Company in respect of that aircraft, or any other aircraft of which the Operator is the Operator at the time when the lien is exercised. The lien shall not be lost by reason of the aircraft departing from land in the control of the Airport Company but shall continue to be exercisable at any time when the aircraft or any other aircraft of the operator has returned to and upon any such land so long as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure remain unpaid.

- 5.2 The Airport Company shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of the lien and the Company may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.
- 5.3 If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, the Airport Company shall despatch by ordinary post to the Operator at his address hereon and to the Registered Owner of the aircraft at his address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the liened aircraft or property shall vest in the Airport Company and the Airport Company may at its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition the Airport Company shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due to the Airport Company and any fees, expenses or costs incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.
- 5.4 The exercise by the Airport Company of the powers set forth in this clause 5 shall be without prejudice to the exercise of any other powers exercisable by the Airport Company by virtue of statute or otherwise.

6.0 LIABILITY OF THE COMPANY AND THE OPERATOR

- 6.1 The Airport Company accepts liability only for death or personal injury arising from or attributable to acts of negligence caused by the Airport Company, its servants or agents but not further or otherwise.
- 6.2 Save as above the Airport Company in no circumstances shall be liable to the Operator for any physical or economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever whether direct, indirect or consequential, caused by any negligence, breach of contract or statutory duty on the part of the Airport Company, its servants or agents.
- 6.3 The Operator shall at all times fully and promptly indemnify and keep indemnified the Airport Company in respect of any death, personal injury or loss or damage whether direct, indirect or consequential and of any kind, caused in whole or in part by the Operator or any servant or agent of the Operator or any other person connected to the operator in any way.

7.0 INSURANCE

- 7.1 The Operator in furtherance of his obligations under these conditions agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the operator at the Airport of not less than £10 million for aircraft under 3 tonnes (MTOW) and not less than £100 million for all other aircraft. Proof of this insurance should be available for inspection at any time, and also in any event be available with the aircraft whilst it is at the airport.

- 7.2 In respect of any vehicle which the operator, his servants, agents or associates may use or operate on that part of the airport which is or has been designated as 'airside', the operator shall at all times ensure that the vehicle is fully and properly insured for third party risks. Evidence of such insurance shall be produced to the Airport Company or its duly authorised representative on demand. The Airport Company's decision as to the adequacy of such insurance cover shall be binding on the operator.
- 7.3 The Operator shall at all times fully indemnify and keep indemnified the Airport Company against any breach of this Clause 7 but without prejudice to any other rights of the Airport Company under these Terms and Conditions whether the same shall be enforced by the Airport Company or not.

8.0 GENERAL

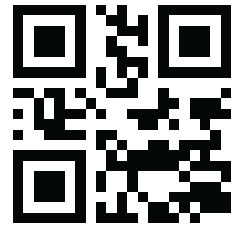
- 8.1 Insofar as any term of these conditions is affected by the Unfair Contract Terms Act 1977 such are considered by the Airport Company to be fair and reasonable.
- 8.2 The Airport Company accepts no liability whatsoever for the omission, innocent misstatement or any representation made by the Airport Company, its servants, agents or officers and relied upon by the Operator.
- 8.3 The Operator or his appointed handling agent shall furnish to the Airport Company information of such type and in such form as the Airport Company may from time to time require and determine relating to the movement of aircraft handled by the agent at the Airport within 24 hours of each of those movements.
- 8.4 The Airport Company reserves the right in its entire discretion, but subject always to the terms of its Public Use Licence, to restrict the movement of certain class of cargo and freight into or out of Humberside Airport. Notice in writing of any such restriction having been given by the Airport Company to any operator or operators concerned, the same shall be immediately binding upon the operator or operators and the Airport Company shall not be liable to such operator or operators in anyway whatsoever for any loss, damage or expense which may be incurred by the operator or operators as a result of compliance with this clause.
- 8.5 The Operator or its Handling Agent shall provide a wheelchair service for all passengers requiring to be transported through the Terminal Buildings to the Aircraft by wheelchair. The cost of providing such a service is to be absorbed by the Operator or its Handling Agent as an overhead and must not be charged to the passenger using the wheelchair service or to the Airport.

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