

**Schedule of Fees & Charges**  
**Terms & Conditions of Use**  
from 1<sup>st</sup> April 2021

**AIRPORT CONTACTS**

	<b>Phone</b>	<b>Fax</b>
Norwich Handling	01603 420658 or 01603 420675	01603 420636
Operations Centre	01603 420642	01603 420674
Terminal Services Manager	01603 420645	01603 420646
Accounts Department	01603 420627	01603 487523
Main Switchboard	01603 411923	01603 487523

Norwich Airport Limited, Amsterdam Way, Norwich NR6 6JA  
Registered in England and Wales: 2078773

[www.norwichairport.co.uk](http://www.norwichairport.co.uk)

**Published Opening Times (local times)**

From 1 April 2021:

Monday	08:00 – 18:00
Tuesday	08:00 – 18:00
Wednesday	08:00 – 18:00
Thursday	08:00 – 18:00
Friday	08:00 – 18:00
Saturday	08:00 – 18:00
Sunday	08:00 – 18:00

**Contents**

- 1 Landing Charges
- 2 Passenger Charges
- 3 Ground Handling Services
- 4 Aircraft Parking
- 5 Aircraft Refuelling
- 6 Disbursements & Collection Charges
- 7 Discounts and Rebates
- 8 Miscellaneous Charges
- 9 Supplementary Charges
- 10 Terms
- 11 Conditions of use of Norwich Airport

## 1 LANDING CHARGES

Runway Charges are levied on all arrivals and based on the Maximum Take-Off Weight ('MTOW').

### 1.1 Standard Landing Charge

Up to 5 tonnes - per half tonne or part	£ 11.80
Over 5 tonnes - per tonne or part	£ 23.35

The charge for navigation services is included in the Standard Landing Charge.

Additional charges based on RFFS category, during Published Opening Hours, are as follows:

RFFS Category 8 Fire Cover (per rotation)	£ 564.00
---	----------

### 1.2 Out of Hours Charges ('Extensions')

All flights outside the Airport's Published Opening Times are subject to approval, please contact the Operations Centre on 01603 420658 or 07894 386320 or ops@norwichairport.co.uk.

Extension charges are invoiced in addition to the Standard Landing Charge and will be incurred for operations outside the Airport's Published Opening Times stated above.

The charges are as follows, per hour or part thereof, for each aircraft movement:

RFFS Category 3-4	£ 690.00
RFFS Category 5-6	£ 820.00
RFFS Category 7	£ 950.00
RFFS Category 8	£ 1,245.00

Where extension facilities are requested and not used the above charges will apply. Where an extension is booked and subsequently cancelled the following cancellation fees will be charged:

Less than 6 hours' notice	75% of extension charge
More than 6 hours' notice	50% of extension charge

Notice period is measured as the time of cancellation prior to the arranged extension time.

### 1.3 Noise Management Strategy Charge

In addition to the Extension charge, Norwich Airport operates a noise management strategy which restricts operations between 23:00 and 06:00 (local time). Any aircraft movement which is approved between these times will incur an additional charge equivalent to five times the Standard Landing Charge. This charge will be confirmed at the time the extension is approved.

## 2 PASSENGER CHARGES

### 2.1 Passenger Load Supplement (PLS)

The Passenger Load Supplement is payable for each departing passenger from the Airport (excluding children under 2 years) on all air transport movements including charter and air taxi aircraft.

International (per departing passenger)	£ 19.70
Domestic including Channel Islands (per departing passenger)	£ 11.20

### 2.2 Departing Passenger Levy (DPL)

The Departing Passenger Levy (DPL) will be charged to the Operator/Handling Agent of all commercial transport flights at the rate of £10.00 per departing passenger. The DPL applies to all passengers not handled by Norwich Airport.

### 2.3 Passengers with Reduced Mobility

In accordance with EC Regulation 1107/2006, the Airport is permitted to recharge the cost of the third party provision of services for passengers with reduced mobility. This charge will be invoiced at £0.75 per departing passenger.

### 2.4 Passenger Security Charges

The Passenger Security Charges are payable for each departing passenger (excluding children under 2 years) on all air transport movements including charter and air taxi aircraft.

Passenger Security Charge (per departing passenger) (including Hold Baggage Search and triple 'A')	£ 7.65
CAA Aviation Security Surcharge (per departing passenger)	£ 0.06

### 2.5 Airport Development Fee (ADF)

The ADF fee applies to all departing passengers at the following rates;

Adults and Children aged 16 and over (per departing passenger)	£ 10.00
Children 0 – 15 years (per departing passenger)	Free

Facilities are in place in the terminal building for passengers to pay this fee individually. Please note, children aged 0 – 15 years still require a ticket which can be obtained through the above channels.

Where applicable, Operators using Norwich Airport are required to display clearly and prominently the existence and cost of the ADF and a link to [www.norwichairport.co.uk](http://www.norwichairport.co.uk) prior to the booking transaction and at an early stage of the booking process. Furthermore, any advertising undertaken by the Operator or its agent that includes the price of a flight or package to or from the Airport must disclose that the ADF is payable by the passenger, in addition to the advertised flight or package price, at the Airport. It must also describe who must pay and the prevailing rate of the ADF.

The terms and conditions of the ADF can be found at <https://www.norwichairport.co.uk/airport-development-fee/>

## 3 GROUND HANDLING SERVICES

### 3.1 Aircraft Handling Charge

It is mandatory that all aircraft are handled by the Airport or an approved Operator thereof.

The basic Aircraft Handling Charge is payable for each aircraft turnaround.

All weights (based on MTOW) per tonne or part	£ 11.20
---	---------

The Aircraft Handling Charge includes: aircraft marshalling, two hours aircraft parking, passenger and baggage transit from terminal (including coach service from remote parking stands where required) and the provision of passenger steps (one set).

The Airport reserves the right to provide all handling services at the airport. However Norwich Airport has contracted with SaxonAir to be the preferred provider of ground handling services for all visiting non-scheduled aircraft and helicopter movements. The aerodrome is strictly PPR in accordance with the UK AIP. Please contact SaxonAir directly for these services.

Special discounted light aircraft combined landing and handling rates are available exclusively through SaxonAir and are based on each aircraft's Maximum Take-off Weight (MTOW).

SaxonAir's contact details are as follows:

SaxonAir Flight Support Limited

Business Aviation Centre, Norwich Airport, Norwich, NR6 6JT

Telephone: 01603 518111 Fax: 01603 488879

Email: [handling@saxonair.com](mailto:handling@saxonair.com)

Web: [www.saxonair.com](http://www.saxonair.com)

### 3.2 Departure Control System Charge

All passengers (per departing passenger)	£ 0.54
--	--------

### 3.3 Common Use Terminal Equipment

All passengers (per departing passenger) £ 0.28

### 3.4 Other Apron Services, as part of a standard turnaround.

Ground Power Unit ('GPU') per 15 minute period £ 30.95

Air Start Unit (per unit per start)

Single hose £132.50

Double hose £188.50

Pushback

below 44 tonnes £ 48.00

below 73 tonnes £ 52.80

below 144 tonnes £ 69.50

over 144 tonnes £ 86.80

Water or Toilet service (per point) £ 50.00

Ballast loading + delivery

per on/off load £ 52.80

per bag of ballast (25 kg) £ 14.50

Cabin heater (per 15 minute period) £ 23.00

Freight

Off-loading + collection (per kg) £ 0.12

(freight subject to a minimum charge of £50.00)

Night stop functions (per hour or part thereof) £ 56.20

Aircraft towing (per tow; non-scheduled) £ 62.00

Aircraft de-icing

Attendance fee £196.75

Weekend call in £ 68.40

Usage (per litre) £ 6.00

Preparation of computer generated load sheets (per departing flight) £ 10.50

Preparation of manual load sheets (per departing flight) £ 16.10

Aircraft cleaning and catering turnaround can be arranged with the Airport approved supplier.

Non-standard and/or extended use must be agreed by separate arrangement.

### 3.5 Cancellations and Delays

Handling in the case of a technical landing will be charged at 50% of the standard charges, provided that a physical change of load is not required. If a change of load is required then handling will be charged at 100% of the standard charges.

Handling in the case of a return to ramp will be charged only for the additional services supplied, provided that a physical change of load is not required. If a change of load is required then an additional charge of 50% of the standard charges will be applied. Similarly, if an aircraft is already loaded for departure but requires a further change of load, this additional handling service will be charged at 50% of the standard charges.

All flights cancelled with less than 24 hours' notice will be charged at 50% of the standard charge. All flights cancelled with less than 12 hours' notice will be charged at 75% of the standard charge.

Notice of cancellation must be emailed to [ops@norwichairport.co.uk](mailto:ops@norwichairport.co.uk).

## 4 AIRCRAFT PARKING

The following charges are for 24 hours or part based on the Maximum Take-Off Weight ('MTOW'):

Not over 3.5 tonnes (per tonne)	£ 8.10
Not over 10 tonnes (flat rate)	£ 38.10
Not over 20 tonnes (flat rate)	£ 50.00
Not over 30 tonnes (flat rate)	£ 74.75
Not over 100 tonnes	£ 74.75 + £15.75 per 10 tonnes or part
Over 100 tonnes	£181.50 + £15.75 per 10 tonnes or part

Applications for reduced rates to cover longer periods of parking (for which payment must be made in advance) may be made to the Managing Director.

Long term parking on the disused taxiway per week subject to availability £ POA

## 5 AIRCRAFT REFUELLING

The Fuel Services department supply both AVTUR and AVGAS fuels during published opening hours. Please see attached Terms and Conditions for Aviation Fuel Supply.

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.

The aircraft commander is responsible for ensuring they have the funds available through an accepted method of payment before fuelling commences. Norwich Airport reserve the right to hold the aircraft until payment is made.

Fuelling Operations Email: [fuel@norwichairport.co.uk](mailto:fuel@norwichairport.co.uk)

Fuelling Operations Phone: +44 (0)1603 402042

Charge		Terms
Hook-up Fee	£40.00	Applied to all aircraft unless included in contract
Low Volume Fuel Purchase	£10.00	All uplifts of less than 250 litres
No Service Required	£60.00	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

## 6 DISBURSEMENT & COLLECTION CHARGES

Any disbursements made by the Airport on behalf of an Operator will be recharged at cost plus a 10% administration charge (subject to a minimum charge of £50.00).

Income collected (over a range of services) by the Airport on behalf of an Operator will be remitted after the deduction of a 10% administration charge or the minimum charge.

## 7 DISCOUNTS AND REBATES

The granting of all discounts, rebates and block landing charges shall be at the discretion of Norwich Airport. Please contact the Managing Director in the first instance to discuss your requirements.

### 6.1 Training Flights

A discount of 60% may be given off the Standard Landing Charge for each movement within these flights. A movement is defined as each approach, 'touch & go' landing or full stop landing. The discounted rate is subject to a minimum charge of £18.10 per movement. Application for the discounted rate should be made in advance of the flight and confirmed by Air Traffic Control. The discount will not be given retrospectively.

### 6.2 Test and Demonstration Flights

A discount of 60% may be given off the Standard Landing Charge for these flights. To be considered for the discount the flight must take-off and land at Norwich Airport, without an intermediary landing elsewhere. The discounted rate is subject to a minimum charge of £18.10 per movement. Application for the discounted rate should be made in advance of the flight and confirmed by Air Traffic Control. The discount will not be given retrospectively.

## 8 MISCELLANEOUS CHARGES

### 7.1 Security Passes

#### All areas pass

Issue - valid for five years from date of issue	£100.00
Base transfer	£ 50.00
ID replacement - lost or stolen	£125.00
ID replacement - damaged	£ 50.00
Renewal of security pass	£ 45.00
Amendment to security pass	£ 25.00

#### Airside only, landside only and employment pass

Airside only issue - valid for five years from date of issue	£ 50.00
Landside only issue - valid for five years from date of issue	£ 50.00
Employment issue - valid for up to 60 days from date of issue	£ 50.00
ID replacement - lost or stolen	£ 65.00
ID replacement - damaged	£ 25.00
Renewal of security pass	£ 20.00
Amendment to security pass	£ 15.00

#### Visitor Pass

Per day	£ 10.00
Penalty charge for non-return of pass (applicable to all pass types, chargeable to sponsor)	£100.00

### 7.2 Airfield Driving Permits

Apron Driving Permit – Classroom theory, assessment and pass issue	£ 99.00
Manoeuvring Area Driving Permit – Classroom theory, assessment and pass issue.	£124.25
Runway Driving Permit – Classroom theory, assessment and pass issue	£ 62.50
Practical Driver Training – Charged at the current Air Ops labour rate, subject to a minimum charge of 2 hours, subject to staff availability.	
Replacement Permit	£ 74.75

Please note, a fee of £58.00 per trainee will be levied in the event of non-attendance at a booked Airfield Driving Permit training session.

### 7.3 Ticket Desk Services

Price on application. Please contact the Customer Services Manager on [customer.services@norwichairport.co.uk](mailto:customer.services@norwichairport.co.uk)

### 7.4 Filming and Still Photography (per hour or part thereof)

PR Photography & Sound recording	£ 161.00
Advertising/Commercial photography	£ 351.50
Filming units 1-15	£ 3451.50
Units 15+	by negotiation

### 7.5 Deportee Support

Cost + 20% disbursement

### 7.6 Training

	Group *	Individual **
Dangerous Goods Awareness	£ 673.50	£ 114.50
Manual Handling	£ 337.50	£ 57.75
Ramp Safety	£ 562.00	£ 85.25
NXCT Cabin		£ 53.20
NXCT Hold		£ 53.20
NXCT Refresher (includes one exam)		£ 106.20
GSAT	£ 106.20	£ 16.10

\* Group booking of up to 8 delegates

\*\* Individual booking on mixed group courses

In addition to the above, Norwich Airport offers a wide range of airport and security related training courses including:

- Triple A Training
- Level 7 Training
- Fire Awareness
- Pushback and towing
- Radio Transmission (RT)
- ADP driving training

Please contact the Training Department for further details. Email: [airsideservicestraining@norwichairport.co.uk](mailto:airsideservicestraining@norwichairport.co.uk) to discuss your requirements and for a competitive quotation.

Non-attendance charges may be applied for certain training courses, please check the specific charges at the time of booking.

## 9 SUPPLEMENTARY CHARGES

The following services charged per hour in this section are subject to a minimum charge of one hour.

### 8.1 Motorised equipment (per hour or part thereof)

Forklift + driver	£ 62.00
Cherry Picker + driver	£ 62.00
Pushback tug	£ 74.80
Coach hire	£ 62.00
Ambulift	£ 74.80

### 8.2 Other equipment (per hour or part thereof)

Steps (including delivery and collection)	£ 50.00
Glim charge (per night)	£ 7.30
Non-returned or damaged glims (each)	£ 38.10
Portable tower lights (includes 15 mins resource for delivery)	£ 59.60

### 8.3 Labour Charge Out Rates (per man hour, billed per 15 mins\*)

	Normal Hours	Out Of Hours ***
Air Ops Labour	£ 40.70	£ 60.75
Airfield Maintenance	£ 39.70	£ 59.25
Vehicle maintenance	£ 62.00	£ 93.50
Air Traffic Engineer	£ 54.60	£ 82.50
Senior Electrician	£ 48.20	£ 72.25
AGL Technician	£ 44.30	£ 67.00
Fire Service	£ 62.10	£ 93.50
Security escort (including vehicle)**	£ 65.00	£ 97.25
Apron Technicians	£ 40.70	£ 61.00

\* Subject to minimum charge of one hour

\*\* 24 hours advance notice required

\*\*\* Out of hours: 15:30 – 07:30 Mon-Thu, 14:30 – 07:30 Fri-Sun

### 8.4 Apron De-icing

Labour	Charged in line with section 8.3
Usage (per litre)	£ 2.60
Specialist equipment hire (per hour or part):	
Tractor with brush and/or plough	£ 77.25

### 8.5 Other services

Vehicle inspection for airside permit (per hour or part thereof)	£ 62.00
Fire service attendance at de/re-fuelling	£ 246.50
Spill Kit (excluding labour)	£ 246.50
Access card for staff car park – tenant companies	£ 31.45
Overnight AGL (per hour or part thereof)	£ 19.45
Wind farm consultation: Technical Radar Line of Sight Analysis	Min fee* £1,865.00
Wind farm consultation: Aviation Operational Impact Assessment	Min fee* £6,205.00
Pre Planning Consultation	£1,865.00
Planning response administration fee	£ 129.00
Crane permit issue fee	Min fee* £ 129.00
Crane permit late notice request fee	£ 533.00
Aircraft security search:	
Fewer than 20 seats	£ 108.00
20 to 99 seats	£ 313.00
100 to 199 seats	£ 439.00
200 seats and over	£ 500.00
Catering on load or off load	£ 125.00
Catering delivery	£ 63.00

\* Minimum fee – final charges subject to agreement with the Managing Director.

### 8.6 Engine Test Facility

The Engine Test Facility must be used for any engine ground run at high power (greater than 70% maximum power). Use of the Facility must be agreed in advance with Airfield Operations and Air Traffic Control. Engine ground runs at low or idle power settings can continue to be conducted as at present in accordance with the instructions of Airfield Operations. Access to and use of the Facility will be as advised by Airfield Operations but aircraft will need to be towed into position, tows can be requested from Airside Services and will be charged for as published.

The Facility may not be used outside of the hours of 08:00 – 20:00 Monday to Saturday and 09:00 – 20:00 Sunday, Public and/or Bank Holidays other than by special permission of a Director of Norwich Airport Limited which is dependent upon it being a matter of public or aircraft safety. An Attendance Fee will also be charged to facilitate pre and post high power engine tests.

The following charges are per half hour or part thereof and based on the Maximum Take-Off Weight ('MTOW'):

MTOW of up to 10 tonnes	£ 28.75
MTOW between 10 and 25 tonnes	£ 67.75
MTOW between 25 and 50 tonnes	£ 89.25



MTOW between 50 and 75 tonnes	£111.75
MTOW between 75 and 100 tonnes	£134.00
MTOW over 100 tonnes	By negotiation
Attendance Fee	£ 41.00

## 8.7 Baggage Reconciliation System

Charges in accordance with IATA 753.

Charge per departing bag £ 0.16

## 10 TERMS

### 9.1 Minimum invoice

Invoices issued in respect of airport charges are subject to a minimum charge of £50.00 (exclusive of VAT).

### 9.2 Hourly rates

Where services are charged per hour, for example within section 8, a minimum charge of one hour will be applied.

### 9.3 Credit facilities

Application for credit facilities must be made in writing to the Accounts Department prior to using the Airport. Credit facilities are extended at the discretion of the company and may be withdrawn at any time. The company reserves the right to charge interest on overdue accounts at a rate as specified in the Late Payment of Commercial Debts (Interest) Act 1998.

### 9.4 Settlement terms

Unless otherwise stated, all invoices for airport services are due for payment within 14 days of the invoice date.

### 9.5 VAT

The charges in this Schedule are all *exclusive* of VAT, which will be levied at the appropriate rate.

### 9.6 Revision to charges

The Airport reserves the right to vary or revise any charges levied should circumstances arise which, in their opinion, warrant such action.

### 9.7 Scheduled review of charges

The fees and charges will next be reviewed on 1<sup>st</sup> April 2022.

### 9.8 Rebates

Any rebates covered in this agreement must be claimed within 3 months of the final flight departure in the series otherwise are forfeit. Invoices received within this timescale will be paid within 45 days of receipt unless fees have not been received by the flight operator, in which case they will be paid within 14 days of receipt of fees from the flight operator.

## 11 CONDITIONS OF USE OF NORWICH AIRPORT

See attached Appendix Terms & Conditions of Use for Norwich Airport April 2021 V1.0

See attached Appendix 2 Terms and Conditions for Aviation Fuel Supply March 2021 v 1.0

# **Terms & Conditions of Use**

**for**

**Norwich Airport**

## 1. TERMS OF USE

Norwich Airport (“the Airport”) is operated under the control of Norwich Airport Limited (the Company)

The use of Norwich Airport facilities is subject to:

- (a) Local flying restrictions and procedures as published from time to time in UK Air Pilot and NOTAMS
- (b) Any orders, instructions or direction given by or on behalf of the Company whether in writing or otherwise
- (c) The Airport’s Bye-Laws
- (d) 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 Norwich Airport Limited whose Registered Office is at Amsterdam Way Norwich NR6 6JA, registered in England Wales 2078773, 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.
- 1.4.11 (a) The Operator will provide a schedule of flights covered by this agreement. Any amendments to timings will be notified to Norwich Airport with at least 14 days written notice. The Airport reserves the right to revisit any agreement reached with a third party in the event that scheduled flight times upon which the agreement was based change by more than 60 minutes.
- (b) Flights covered by this agreement will not be cancelled without 28 days prior written notice.
- (c) The Operator will endeavour to provide regular advance load factors to Norwich Airport.
- (d) All passengers on flights covered by this agreement must be advised by the Operator or its distributor of the Norwich Airport Development Fee before purchasing tickets to fly.
- (e) Where applicable, Operators using Norwich Airport are required to display clearly and prominently the existence and cost of the Airport Development Fee (ADF) and a link to [www.norwichairport.co.uk](http://www.norwichairport.co.uk) prior to the booking transaction and at an early stage of the booking process. Furthermore, any advertising undertaken

by the Operator or its agent that includes the price of a flight or package to or from the Airport must disclose that the ADF is payable by the passenger, in addition to the advertised flight or package price, at the Airport. It must also describe who must pay and the prevailing rate of the ADF.

The terms and conditions of the ADF can be found at <https://norwichadf.esp.aero>.

(f) Flights covered by this agreement should be scheduled within the Airport's published operating hours as amended from time to time. Flights scheduled to operate outside of these hours must be scheduled between 06:00 and 23:00 local time due to local planning restrictions and may incur extension charges if outside the published hours.

(g) In the event an Operator materially changes the operating schedule as previously agreed by the terms of an existing commercial agreement with Norwich Airport, then Norwich Airport reserves the right to amend the commercial terms applicable to the activities of the Operator

## **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 and may at any time or from time to time at its sole discretion close or restrict access of the public to 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.

## 2. GLOSSARY

<b>Aircraft</b>	Includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
<b>Aircraft Parking Charges</b>	means the charge referred to in The Fees and Charges.
<b>Airline</b>	includes Operator, alliance/ codeshare partner, franchisee and a subsidiary carrier or operator.
<b>Airport</b>	means Norwich Airport.
<b>Ambulance Flight</b>	means any flights transporting a patient or human organ or organs.
<b>Apron Services</b>	means the charges referred to in The Fees and Charges
<b>Standard Landing Fees</b>	means the charges referred to in section 1 of this document as amended or notified from time to time.
<b>Claim</b>	includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.
<b>Company</b>	means Norwich Airport Limited 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 Norwich Airport whose Registered Office is at Amsterdam Way Norwich NR6 6JA or any successor or assignee of the Company for the time being.
<b>Corporate Aviation</b>	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.
<b>Disabled Persons and Persons of Reduced Mobility Charge</b>	means those referred to in section 1 of this document.
<b>Diverted Aircraft</b>	means an Aircraft diverted from its intended Airport destination to Norwich Airport.
<b>Final Destination Airport</b>	means the final destination on any route from Norwich Airport (non-stop service or multi sector service) that is reached without changing aircraft and/or flight number.
<b>FOC</b>	means Free of Charge.
<b>Force Majeure</b>	means the definition referred to in point 1.9 of the terms and conditions of use in this document.

<b>General Aviation</b>	means all flights other than military, cargo, scheduled airline (both private and commercial).
<b>Handling Agent</b>	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.
<b>Loss</b>	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.
<b>Maximum Take Off Weight Authorised</b>	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.
<b>Operator</b>	means the person, firm, or company for the time being having the management of an Aircraft.
<b>Out of Hours Surcharge</b>	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.
<b>Passenger</b>	means Terminal Passengers, Transfer passenger or Transit Passengers.
<b>Passenger Aircraft</b>	means an aircraft on which passengers are carried.
<b>QC Rating</b>	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.
<b>Remote Stand</b>	means an aircraft parking stand that has been designated as remote.
<b>Route</b>	means any route from the Airport to the final Destination Airport.
<b>Scheduled Service</b>	means services operated according to a published timetable, including those supplementary to them and open to use by members of the public.
<b>Service</b>	means any Route operated to or from the Airport.
<b>Standard Landing Fees</b>	means the charges referred to in point 1.4 of this document.
<b>Terminal Building</b>	means the Departure Hall, Lounge, Boarding Gates and Arrivals Halls. It includes concourses, retail and catering outlets, aprons and other public areas or offices.

<b>Terminal Passenger</b>	means a passenger joining or leaving an aircraft at the Airport. Terminal Passengers include Transfer and Transit Passengers.
<b>Terms</b>	means the Terms and Conditions contained in Section 1.
<b>Transfer Passenger</b>	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.
<b>Transit Passenger</b>	means a passenger who arrives in and departs from the Airport on the same Aircraft.
<b>User</b>	means a commercial operator or private user of an aircraft at the Airport.

## TERMS & CONDITIONS OF AVIATION FUEL SUPPLY

### 1. Interpretation

1.1 In these Conditions unless the context otherwise requires the following words and expressions have the following meanings:

**Affiliate:** means any company or legal entity which (a) controls, either directly or indirectly a party, or (b) is controlled directly, or indirectly, by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls a party. For the purposes of this agreement, "control" means the right to exercise fifty (50) percent or more of the voting rights in the appointment of the directors of such company or legal entity;

**Agreement:** means the contract between the Seller and the Buyer for the sale and purchase of the Fuel in accordance with these Conditions;

**Airport:** means Norwich Airport (NWI);

**Airport Fees:** means the variable airport fees applicable to the Buyer (and the Buyer's Aircraft's) use of the Airport, which are subject to change to reflect current fees at the Airport, as notified by the Seller to the Buyer from time to time;

**Business Day:** means a day other than a Saturday, Sunday or public or bank holiday in England;

**Buyer:** means the person or firm purchasing aviation fuel from the Seller for Delivery into the Buyer's nominated aircrafts at the Airport;

**Buyer's Aircraft:** means any aircraft nominated by or on behalf of the Buyer to be supplied with Fuel by the Seller;

**Conditions:** means the terms and conditions set out here;

**Delivery:** has the meaning set out in Condition 6.1;

**Delivery Agent:** means the Seller or any person who delivers Fuel to the Buyer's Aircraft on behalf of the Seller;

**Delivery Note:** means a document, produced in writing or by electronic means in accordance with the Seller's normal practices, stating the date of receipt, product description, and quantity delivered and any additional information that the Parties may agree upon;

**Force Majeure Event:** means any circumstances whatsoever which are not within the reasonable control of the Seller or the Buyer as the case may be including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, any strike, lockout or labour dispute to which Seller (or its suppliers) or the Buyer as the case may be is or may be a party (whether or not the settlement thereof shall be at the discretion of the party in question) or the apprehension of any such strike, lockout or labour

dispute, any public protest or civil commotion or any government order or restriction or compliance with any order or request of any national, supra-national, provincial, port or any other public authority or any person purporting to act for such authority or by failure, total or in part, of any of Seller's or Seller's suppliers' existing or contemplated sources of supply of fuel or crude petroleum, the Fuel or any of them, or any other petroleum products or the means of delivery of them howsoever such failure is caused, industrial action by any airline or the imposition of any airport restrictions as a result of major security concerns or crime scene investigations or any volcanic eruption. The Parties acknowledge that an inability to pay any sums due or other economic distress shall not be a Force Majeure Event;

**Fuel:** means aviation fuel supplied by or on behalf of the Seller to the Buyer under this Agreement and pursuant to the Order;

**Insolvent:** a party is Insolvent where it:

- (a) gives notice of, proposes or passes a resolution for, its winding up or determines that it will be wound up (save for the purpose of a solvent reconstruction or amalgamation);
- (b) has a winding up petition presented against it;
- (c) has a winding-up order made or a notice of striking off filed in respect of it;
- (d) has an administration order made in respect of it or has a notice of appointment of an administrator filed in respect of it at any court;
- (e) proposes, makes or is subject to:
  - (i) a company voluntary arrangement;
  - (ii) a composition with its creditors generally;
  - (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or
  - (iv) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation);
- (f) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
- (g) ceases to trade;
- (h) is unable to pay its debts as they fall due or the value of its assets are less than its liabilities, including its contingent and prospective liabilities;
- (i) has any distraint, execution or other process levied

or enforced on any of its property;

- (j) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under Regulation (EU) 2015/848 on insolvency proceedings;
- (k) is the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030); or
- (l) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.

**Order:** has the meaning set out in Condition 2.2;

**Posted Airfield Price:** means the standard price for Fuel quoted by the Seller or a Delivery Agent at the Airport;

**Prices:** means the prices or price calculation (as the case may be) applicable to purchase of the Fuel, as set out in Condition 4;

**Seller:** means Norwich Airport Limited, a company incorporated under the laws of England (02078773) with its registered office at Norwich Airport, Norwich, NR6 6JA; and

**Specification:** means the specification for the Fuel, as set out in the Order, or as otherwise agreed in writing by the Buyer and Seller.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2. Basis of Agreement

- 2.1 These Conditions apply to the Agreement and are the only terms and conditions on which the Seller will supply Fuel to the Buyer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Agreement) and any terms and conditions which may otherwise be implied by

trade, custom, practice or course of dealing.

- 2.2 The Buyer shall place an order with the Seller setting out the (i) quantity and specification of Fuel it wishes to purchase, and (ii) the scheduled flight times at which this Fuel needs to be delivered ("**Order**"). The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order or delivers the Fuel, at which point the Agreement shall come into existence.
- 2.3 On the Seller's acceptance of an Order, the Seller agrees to supply and the Buyer agrees to purchase Fuel for the Buyer's Aircraft in the quantity and on the dates specified in the Order in accordance with the Conditions.

## 3. Quality

- 3.1 The Seller warrants that any Fuel delivered to the Buyer shall meet the Specification.
- 3.2 Except as specifically provided in Condition 3.1 above, all other warranties, representations, terms or conditions (including any with respect to the description, merchantability, quality or fitness of purpose), whether express or implied under statute or common law, are expressly excluded to the fullest extent permitted by applicable law.
- 3.3 The Seller may from time to time make changes to any relevant Specification to comply with any applicable safety or statutory requirements or to follow any revision of such specification made by the organisation responsible for publishing that specification.
- 3.4 Subject to the time limits and process referred to in Condition 9, the Buyer must notify the Seller of and may reject any Fuel that does not conform to the Specification on Delivery. Should the process in Condition 8 demonstrate that the Fuel does not comply with the Specification the Seller (at its option) may:
  - (a) remedy the defect (if practicable); or
  - (b) replace the Fuel; or
  - (c) repay the Price of the rejected Fuel (provided that the rejected Fuel is returned to the Seller),

and the Seller shall have no further liability to the Buyer with regards to the rejected Fuel.

## 4. Payment Terms

- 4.1 Subject to the following provisions of this Condition 4, the Price payable for Fuels to be supplied under this Agreement shall be:
  - (a) where the parties have agreed separate pricing terms (in writing), in accordance with those pricing terms; or
  - (b) where no pricing terms have been agreed in advance, as per the Posted Airfield Price (on the Day of Delivery) for the relevant Specification and quantity of Fuel



Delivered (as set out in the Delivery Note),

and in each case, shall, unless otherwise stated, be exclusive of value added taxes, sales tax or any other tax of a similar nature that may be levied in any jurisdiction.

- 4.2 The Buyer shall pay the Seller the Price in full:
- (c) where the parties have agreed separate credit terms (in writing), within the period agreed in these credit terms; or
  - (d) where no credit terms have been agreed in advance, immediately upon the completion of the Delivery (at the point of Delivery).

Time of payment is of the essence and payment shall be made in British Pounds Sterling (GBP).

- 4.3 Any invoices or Delivery Notes (as the case may be) shall state the Price payable for the Fuel delivered, taxes, duties, applicable Airport Fees and any other charges as separate line items.
- 4.4 Payments made under any agreed credit terms must be made electronically, in cleared funds, to such bank account as specified by the Seller, in writing at any time and from time to time. Any costs incurred in making such payments are to be met by the Buyer.
- 4.5 The Seller shall have the right to require the Buyer to provide security acceptable and adequate in the sole opinion of the Seller to cover any level of credit being made available by the Seller to the Buyer. If the Buyer is unable or refuses to give or procure such security in a form and/or in a wording acceptable to the Seller within a Seller specified time or if the Seller in its sole discretion is not satisfied as to the creditworthiness of the Buyer (without being required in any way to reveal its reasons for its dissatisfaction) then the Seller shall have the right to withdraw or vary the then level of credit being made available to the Buyer, and/or vary the then existing payment terms, forthwith and as it sees fit.
- 4.6 The Price is exclusive of amounts in respect of value added tax ("VAT"). The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay the Seller such additional amounts in respect of VAT as are chargeable on the supply of Fuel.
- 4.7 The Buyer shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or part. The Seller may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Buyer against any amounts payable by the Seller to the Buyer.

## 5. Insurance

- 5.1 During the term of the Agreement, the Seller shall maintain insurance as required by law, as well as general third party

liability insurance at coverage and limits deemed adequate by the Seller to cover its liabilities and obligations under this Agreement and applicable law.

## 6. Delivery

- 6.1 The Fuel shall be delivered by Seller into the Buyer's Aircraft ("into plane") at the Airport ("Delivery") in accordance with the following conditions:
- (a) Provided that the Buyer's Aircraft arrives at its scheduled flight time, the Seller shall use all reasonable endeavours to complete Delivery promptly and take all reasonable measures not to delay the departure of Buyer's Aircraft;
  - (b) If a scheduled Buyer's Aircraft arrives ahead of its scheduled time of arrival, or after its scheduled time of arrival, or is operating as a non-scheduled flight, the Seller shall use reasonable endeavours to complete Delivery, subject to its operating hours for fuelling at the Airport any operational requirements imposed by the Seller's other delivery commitments to
    - (i) aircraft operating scheduled flights at the time of arrival of the Buyer's Aircraft; and
    - (ii) to other aircraft operating irregular, non-scheduled flights that have arrived before the Buyer's Aircraft;
  - (c) Except as otherwise agreed in writing by the Seller, the Seller shall not be obliged to make Delivery unless a representative of the Buyer (and, where applicable for operation of aircraft switches & valve indicators, a suitably qualified engineer provided by the Buyer) is present. The Seller shall provide one copy of the Delivery Note to the Buyer on Delivery;
  - (d) Title to and risk of loss of the Fuel shall pass to Buyer at the time the Fuel passes the inlet coupling of the receiving aircraft;
  - (e) The Seller shall be responsible for measurement of the quantity of Fuel delivered to the Buyer and the Seller's measurement shall be accepted as evidence of the quantities of Fuel delivered. Such quantity shall be determined by reference to the quantity set out in the Delivery Note and signed by the Buyer which shall be final and binding except in the case of fraud or manifest error. It is the responsibility of the Buyer to check that the Fuel has been fully discharged from the delivery vehicle by checking the site glasses on the delivery vehicle or the vehicle delivery meter (as the case may be). The Seller does not accept any responsibility whatever for discrepancies in the Buyer's tanks, dip rods or other measuring devices or any discrepancies arising from such items.
  - (f) Upon the Buyer's request, the Seller may provide the most current specific gravity or density measurement

- of Fuel from airport storage, or provide the Buyer with appropriate devices to measure it at the Buyer's Aircraft. Notwithstanding the foregoing, the Buyer shall not hold the Seller responsible for any claims and expense related to the Seller providing the specific gravity or density measurement or such devices.
- (g) The Buyer shall be entitled to check the accuracy of the instruments used by the Seller upon reasonable notice during the Seller's normal operating hours in the presence of the Seller's representative. In the event of missing consignments or short delivery of Fuel, the Seller will investigate the circumstance, subject to the time limits and process referred to in Condition 9. The Seller will not be liable for rectifying short deliveries notified outside the time limits referred to in Condition 9.1.
- (h) Deliveries shall be made in accordance with all applicable governmental laws and regulations. Furthermore, unless otherwise agreed, the Seller shall use or apply its standard quality control and operating procedures (as amended from time to time) or those of its Delivery Agent (if any), provided however that failure to use or apply such procedures shall not be grounds for termination pursuant to Conditions 1.1(c) (c) or (ii) unless such failure is in material breach of this requirement and is one affecting safety, environmental and/or quality control.
- 6.2 The Seller shall not be obliged to deliver Fuel to the Buyer's Aircraft (and shall have no liability for any such non-Delivery) where the Seller is unable to fulfil its obligations due to the Buyer not carrying out its obligations under Condition 6.1 (or any other relevant provision of this Agreement).
- 6.3 Notwithstanding anything to the contrary express or implied in the Agreement, the Seller shall not be obliged to deliver fuel to Buyer's Aircraft (and shall have no liability for any such non-Delivery) if it is reasonably believed by the Seller to be a substantial health, safety or environmental issue or under the control of hijackers, or if any other circumstances of a similar nature (including circumstances of duress) are reasonably believed by Seller to exist. Any fuelling by the Seller of such Buyer's Aircraft shall be carried out on terms and conditions agreed by the Parties at the time of that fuelling.
- 6.4 Where the Seller uses a Delivery Agent, the references to the Seller in Condition 6.1 shall be held as a reference to the Delivery Agent.
- 7. Buyer's Responsibilities**
- 7.1 The Buyer will provide the Seller and/or Delivery Agent with all such information and assistance as the Seller and/or Delivery Agent may require from time to time to perform its obligations under the Agreement.
- 7.2 The Buyer shall have sole responsibility for operating all appropriate aircraft fuelling switches, valve, indicators and pre- set quantities gauges.
- 7.3 It is the Buyer's absolute responsibility to be satisfied that its receiving aircraft has sufficient volume in tank after fuelling to complete its next scheduled flight safely.
- 7.4 If the Buyer requests the Seller to perform the obligations as described as Buyer's responsibilities in Conditions 6 and 7, or additional obligations other than those applicable as normal Delivery obligations under the Agreement, (including determination of Fuel density, calculation of Fuel weight, operation of aircraft fuelling switches, valves and pre-set quantities gauges and defuelling procedures (including defuelling aircraft, and refuelling aircraft with the resultant Fuel) and the Seller agrees (in writing) to perform same (the "Additional Services Indemnified Event"), the Buyer shall indemnify, defend and save harmless the Seller, and/or any of its Affiliates, the Delivery Agent and /or any of its or their respective servants, agents, employees, sub-contractors, contractors and/or representatives from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses resulting from an Additional Services Indemnified Event notwithstanding and regardless of any negligent act or omission or breach of statutory duty or regulation by the Seller and/or any of its Affiliates and/or any of its or their respective servants, agents, employees, subcontractors, contractors and/or representatives.
- 8. Samples**
- 8.1 The Buyer or its representative shall have the right, on reasonable advance notice, to obtain samples of the Fuel intended to be delivered to the Buyer. Any such sample will be taken by the Seller or the Seller's representative with the Buyer having the right to be present and such samples shall be kept in accordance with internationally recognised methodology and practice. The method and time at which the sample is taken must be agreed between the Parties acting reasonably (or, if the Parties fail to reach agreement, as determined by the Seller acting reasonably).
- 9. Complaints, Claims**
- 9.1 Complaints and/or claims as to short delivery or delays shall be notified to the Seller at the time of Delivery, followed by a written claim to be made within five Business Days after the date of the Delivery in question.
- 9.2 Complaints and/or claims as to defects in quality and/or any other matter (including invoicing discrepancies) shall be notified to the Seller as soon as practicable, followed by a written claim to be made within seven (7) days from the date of the Delivery in question.
- 9.3 The Buyer must:
- (a) use its reasonable endeavours to minimise loss or

- damage arising from any alleged quality defect;
- (b) give the Seller reasonable opportunity to take samples, inspect and test the Fuel in respect of which the claim is based; and
  - (c) be able to demonstrate that the alleged defect arose as a result of Seller's negligence or breach of the Agreement.
- 9.4 If a written claim is not made within five (5) or seven (7) days from the date of the Delivery, it represents a waiver of the respective right to claim and the Buyer shall not have a right to make such a claim and the Seller shall have no liability to the Buyer in respect of such claim.
- 9.5 In no event is a waiver of the right to claim made or implied by a signature or any statement on a Delivery Note, irrespective of whether or not such Delivery Note contains conditions implying such waiver.
- 10. Codeshare Arrangements**
- 10.1 Where flight operations involving more than one airline company exist, there is an obligation (responsibility) on the Buyer to inform and agree with the Seller on refuelling arrangements. The Seller is authorised by the Buyer to assume that an Aircraft which carries a light prefix of the Buyer is operated by or on behalf of the Buyer and that any Fuel delivered to such Aircraft is for the Buyer's account.
- 11. Duties, Taxes and Charges**
- 11.1 The Buyer shall pay any taxes, fees (including Airport Fees) or other charges, imposed by any national, local or airport authority on the delivery, sale, inspection, storage and use of Fuel, except for taxes on the Seller's income and taxes on raw material.
- 11.2 The Seller shall keep the Buyer informed at all times about the taxes, duties, fees and charges existing or to be charged to Buyer ("**Mandatory Charges**"). Should the Seller, in good faith, provide inaccurate or incomplete information on the Mandatory Charges to the Buyer, the Buyer shall not be relieved of the obligation to pay such amounts.
- 11.3 The Buyer (or at the Buyer's request, the Seller, as an applicable nominal party) may take all actions necessary to contest the validity, amount and/or applicability of the Mandatory Charges and may institute actions to recover past or anticipated payments thereof, provided, as to withholding of any tax.
- 11.4 At the Buyer's request, the Seller (as an applicable nominal party) may take the actions set out in Condition 11.3 provided that the Buyer gives the Seller an indemnity which meets the Seller's reasonable requirements. Unless other arrangements are made, all actions taken in this respect (under Conditions 11.3 or 11.4) shall be at the Buyer's sole expense
- 11.5 If the Buyer is entitled to purchase any Fuel sold pursuant to
- the Agreement free of any taxes, duties or charges, the Buyer shall deliver to Seller a valid exemption certificate for such purchase.
- 12. Health and Safety and Legal Compliance**
- 12.1 The Buyer shall ensure that all relevant Affiliates, employees, agents, contractors and users comply with:
- (a) all relevant health, safety and environmental laws, regulations and government recommendations applicable to the recipe, storage and usage of the Fuel (whether or not notified by the Seller),
  - (b) all applicable rules and regulations at the Airport;
  - (c) any other agreement between the Buyer and the Seller or its Affiliates; and
  - (d) any reasonable request from the Seller and Delivery Agent in respect of all safety measures.
- 12.2 Subject to Condition 14.1, the Seller shall not be responsible for any loss, damage or injury resulting from any hazards which are inherent in the nature of the Fuel it delivers. The Buyer shall ensure that passengers are kept at a safe distance and no maintenance work or operation of equipment which may create a source of ignition is carried out in the vicinity of any delivery or removal of Fuel.
- 12.3 If the Buyer fails to comply or co-operate with the provisions of this Condition 12, the Seller may in its absolute discretion cease or suspend delivery or removal and any exercise or forbearance in exercising such discretion shall be without prejudice to any other rights of the Seller.
- 12.4 The Buyer shall indemnify and keep indemnified, defend and hold harmless the Seller and its Delivery Agents against all liabilities, claims, damages, losses and/or proceedings directly or indirectly arising out of or in any way connected with the failure by the Buyer to comply with all or any of the Buyer's obligations under this Condition 12.
- 13. Force Majeure**
- 13.1 Neither the Seller nor the Buyer shall be responsible for any failure to fulfil any term or condition of this Agreement if fulfilment has been delayed, hindered or prevented by a Force Majeure Event.
- 13.2 If either party seeks to rely on a Force Majeure Event, that party shall as soon as possible advise the other party of the particulars thereof.
- 13.3 The party not claiming to be affected by the Force Majeure Event in question is entitled to suspend its own performance of this Agreement while the Force Majeure Event in question continues without liability to the other party. Notwithstanding the foregoing, neither party shall be relieved of any accrued obligation to make payment under the Agreement.
- 13.4 The party delayed or prevented by a Force Majeure Event

- shall use all reasonable endeavours to remove such reasons or mitigate the effects thereof, and upon removal and remedying of such reason said party shall promptly resume the performance of its obligations, provided, however, that a party in removing such reasons or mitigating such efforts shall not be required to settle strikes or lockouts or government claims by acceding to any demands when, in the discretion of that party, it would be inappropriate to do so.
- 13.5 In the event deliveries are delayed, hindered or prevented due to Force Majeure on the Seller's part, the Buyer shall be free to purchase replacement aviation fuel from third parties, however the Seller shall not be responsible for any additional cost thereby incurred by the Buyer.
- 13.6 If there is such shortage of Fuel that the Seller is unable to meet its own requirements and those of its Affiliate(s) for sales to customers at the Airport due to Force Majeure on the Seller's part (or that of its suppliers), the Seller shall, in consultation with said customers, be entitled to make a fair allocation of Fuel among these customers.
- 13.7 Should a Force Majeure Event continue or be expected to continue for a period extending after the agreed date of delivery, either party is entitled to cancel the affected part of the Agreement without any liability to the other party.
- 14. Liability**
- 14.1 Nothing in this Agreement shall exclude or limit the liability of either party for:
- (a) death or personal injury arising from its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability to the extent the same may not be excluded or limited as a matter of applicable law.
- 14.2 Subject to Condition 14.1, neither party shall be liable to the other party under or in connection with this Agreement for the other party's:
- (a) loss of actual or anticipated profit;
  - (b) losses caused by business interruption;
  - (c) loss of goodwill or reputation; and
  - (d) any indirect, special or consequential losses
- arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 14.3 Subject to Conditions 14.1 and 14.2, the total liability of the Seller to the Buyer in respect of all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed in aggregate the Price paid or payable for the Fuel supplied under the Agreement.
- 15. Termination**
- 15.1 The Seller may terminate the Agreement immediately by written notice to the Buyer:
- (a) on the termination of any of the underlying supply agreement (between the Seller and a supplier) in relation to the Fuel;
  - (b) if the Buyer fails to make any payment by its due date;
  - (c) in the event the Buyer ceases its operation at the Airport for any reason;
  - (d) if the Buyer has committed a material breach of the Agreement which is:
    - (i) incapable of remedy;
    - (ii) capable of remedy and the Buyer fails to remedy its breach of the Agreement within ten (10) days of receiving written notice of the default from the Seller; and
  - (e) in the event the Buyer becomes Insolvent.
- 15.2 Upon termination or expiry of this Agreement the rights and obligations of the Parties under this Agreement shall terminate and be of no further effect with the exception of (i) any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement; and (ii) any other rights or obligations which have accrued at termination or expiry.
- 15.3 On termination of this Agreement, the Seller shall submit invoices for any Fuel that it has supplied but for which no invoice has previously been submitted and any outstanding invoices shall become immediately due and payable.
- 16. Assignment and Subcontracting**
- 16.1 The Buyer shall not assign its rights and/or obligations under the Agreement in whole or in part without prior written consent of the Seller. The Seller may however assign its rights and/or obligations without the prior written consent of Buyer.
- 16.2 The Seller may, without the prior consent of the Buyer, subcontract the performance of its obligations under the Agreement in whole or in part to a third party.
- 17. Waiver**
- 17.1 A failure or delay by a party to exercise any right or remedy provided under the Agreement 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.
- 17.2 A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 17.3 No single or partial exercise of any right or remedy provided under the Agreement or by law shall preclude or restrict the

- further exercise of that or any other right or remedy.
- 17.4 The provisions of this Condition 17 are without prejudice to the provisions of Condition 9.
- 18. Confidentiality**
- 18.1 Neither party shall, during the term of this Agreement or after its expiry, use or disclose, other than to carry out its obligations under the Agreement:
- (a) the information contained in the Agreement (and any associated documents i.e. Delivery Notes);
- (b) any information disclosed by the other party (the "**Confidential Information**").
- 18.2 A party may disclose Confidential Information to a Person outside its own organisation to the extent necessary to perform the Agreement or upon the prior written consent of the other party (which shall not unreasonably be withheld). However, each party is allowed to disclose information to any governmental or supranational authority to the extent disclosure is legally compulsory.
- 19. Notices**
- 19.1 Any notice or other communication required to be given to a party under or in connection with the Agreement must be in writing, in English, and must be (i) delivered by hand, or (ii) sent by recorded delivery, to the registered address for each relevant recipient or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under this Agreement.
- 19.2 Any notice or communication shall be deemed to have been received at (i) time of delivery or receipt (if between 9.00am and 5.00pm on a Business Day) or (ii) 9.00am on the next Business Day (if received outside of 9.00am and 5.00pm on a Business Day).
- 20. Entire Agreement**
- 20.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any misrepresentation, representation, statement or warranty (whether made innocently or negligently) that is not expressly set out in the Agreement.
- 20.3 The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Agreement and which is expressly set out in the Agreement will be for breach of contract.
- 20.4 Nothing in this Condition 20 shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 21. Severability**
- 21.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected which will continue in full force and effect.
- 21.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 22. Variation**
- 22.1 No variation of the Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each party.
- 23. Third Party Rights**
- 23.1 A Person which is not a party to the Agreement shall not have any rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Agreement.
- 24. Governing Law and Jurisdiction**
- 24.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 24.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).