



Schedule of Charges and Terms of Use

1 April 2023 – 31 March 2024

This document sets out the Norwich Airport Limited Fees, Charges and Terms of Use (“The Terms”) for the period 1 April 2023 to 31 March 2024. This document supersedes all previous issues.

The provision of the subject in section two of this document is strictly subject to the terms contained in the Terms of Use documented in section four.

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Section One – Airport Facts

1.1 Airport Facts

Norwich Airport is located in the East of England and serves a catchment area of approximately 1.5m people, comprising Norfolk, Suffolk and North Cambridgeshire. The Airport is located 4 miles from the centre of Norwich.

From a passenger perspective, Norwich currently serves 14* destinations in 8* Countries directly, with regular flights to Amsterdam, up to 4 times daily, offering connections to 270* destinations Worldwide.

1.2 Benefits of Use

From an operational viewpoint, Norwich Airport is unique in that all aircraft handling and fuelling functions are carried out by the Airport Company. Where many UK airports have outsourced handling, security, air traffic control and refuelling, Norwich has not, and this allows the Airport to stay very close to the business and costs. The Airport is able to offer a simple, single point of contact and flexible operational procedures specific to meeting the demands of services. Effectively, Norwich is a “one stop shop”.

Norwich Airport is uniquely positioned to offer:

- A single deal for all airline requirements;
- Provision of all aviation related services internally and a flexible approach to meet customer needs;
- Airport based maintenance repair and overhaul facilities.

*Correct at time of publishing.

1.3 Technical Information

General Information	
Airport Name:	Norwich Airport Limited
Location:	2.5 miles North of Norwich
IATA Code:	NWI
ICAO Code:	EGSH
Fire Category:	RFFS Cat 6, Cat 7 provided with remission, Cat 8 available on request*
Max Aircraft Size:	Capable of handling 757/ 200 and equivalent
LAT:	52°40'33"N
LONG:	1°16'58"E
Elevation:	117 Ft
Runway Length:	1,841m

*Correct at time of publishing.

1.4 Key Contact Information

Department	Telephone Number	Email address
Main Switchboard	+44 (0)1603 411 923	infodesk@norwichairport.co.uk
Ground Handling	+44 (0)1603 420 658 OR +44 (0)1603 420 675	ops@norwichairport.co.uk
Operations Centre	+44 (0)1603 420 642	ops@norwichairport.co.uk
Terminal Services Manager	+44 (0)1603 420 645	customer.services@norwichairport.co.uk
Finance	+44 (0)1603 420 627	accounts@norwichairport.co.uk
Fuel Services	+44 (0)1603 402 042	fuel@norwichairport.co.uk
Pass Office	+44 (0)1603 428 715 OR +44 (0)1603 420 617	Pass.office@norwichairport.co.uk
Safeguarding	N/A	Safeguarding@norwichairport.co.uk
Air Traffic Control	+44 (0)1603 420 641	

Section Two - Airport Fees & Charges

2.1 Runway Charge

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

Weight	Landing Fees £
Aircraft up to 5 tonnes (per half tonne or part)	14.15
Aircraft above 5 tonnes (per tonne or part)	27.85

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

Additional charges based on RFFS category, during Published Opening Hours, are as follows:
RFFS Category 8 Fire Cover (per rotation) £ 674.00

2.2 Out of Hours Charges (i.e. Extension Charges)

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 £ 840.00
- RFFS Category 5-6 £1,005.00
- RFFS Category 7 £1,165.00
- RFFS Category 8 £1,520.00

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.

2.3 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.

2.4 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.

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 £21.70 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.

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 £21.70 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.

2.5 Passenger Load Supplement (PLS)

International	A passenger load supplement will be levied in respect of each passenger departing from the Airport on all transport movements including Charter and air taxi aircraft of £23.55
Domestic	A passenger load supplement will be levied in respect of each passenger departing on a flight to a destination within the United Kingdom, Isle of Man or Channel Islands of £13.40
Note:	Children under two years of age: Exempt from paying PLS.

2.6 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 £11.95 per departing passenger. The DPL applies to all passengers not handled by Norwich Airport.

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

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 £0.90 per departing passenger.

2.8 Passenger Security Charges (PSC)

Per passenger departing (including Hold Baggage Search and triple 'A': £9.15

Note: Children under two years of age: Exempt from paying PSC

2.9 CAA Security Charge

Per passenger departing: £0.06

2.10 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 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/>

2.11 Handling Charges

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 £ 13.40

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
Web: www.saxonair.com

2.12 Cancellation 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

2.13 Common User Terminal Equipment (CUTE)

A Common User Equipment charge is payable at £0.34 per departing passenger.

2.14 Departure Control System (DCS)

A Departure Control System charge is payable at £0.64 per departing passenger.

2.15 Baggage Reconciliation System

Charges in accordance with IATA 753.

Charge per departing bag £0.19.

2.16 Ticket Desk Services

Price on application. Please contact the Customer Services Manager at customer.services@norwichairport.co.uk

2.17 Other Apron Services (as part of a standard turnaround)

Service	Charge £	Comment
Ground Power Unit ('GPU')	36.95	Per 15-minute period
Air Start Unit:		
- Single hose	159.00	Per unit per start
- Double hose	225.50	Per unit per start
Pushback		
- Below 44 tonnes	57.30	
- Below 73 tonnes	62.90	
- Below 144 tonnes	82.90	
- Over 144 tonnes	103.50	
Water or toilet service	59.75	Per point
Ballast loading & delivery		
- Per on/off load	62.90	
- Per Bag of ballast (25kg)	17.50	
Cabin heater	27.60	Per 15-minute period
Freight off-loading & collection (per kg)	0.15	Subject to a minimum charge of £50
Night stop functions	67.10	Per hour or part thereof
Aircraft towing	74.00	Per tow; non-scheduled
Aircraft de-icing:		
- Attendance fee	315.00	
- Weekend call-in	81.50	
- Usage	7.50*	Per litre
Preparation of load sheets		
- Computer generated	12.75	Per departing flight
- Manual	19.40	Per departing flight

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

* Norwich Airport Limited reserves the right to add a surcharge should the cost of raw materials increase.

2.18 Aircraft Parking

The following rates are per period of 24 hours, or part thereof, based on the Maximum Take-Off Weight ('MTOW'):

MTOW	Charge £	Comment
Up to 3.5 tonnes	9.80	Per tonne
Between 3.5 tonnes and 10 tonnes	45.50	Flat rate
Between 10 and 20 tonnes	59.70	Flat rate
Between 20 tonnes and 30 tonnes	89.25	Flat rate
Between 30 tonnes and 100 tonnes	89.25	+ £19.25 per 10 tonnes or part
Over 100 tonnes	216.50	+ £19.25 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

2.19 Engine Test Charges

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'):

Engine Test Charges	
MTOW (metric tonnes)	Cost Per Half Hour (or part) £
0 - 10	34.75
Between 10 and 25	80.50
Between 25 and 50	106.50
Between 50 and 75	133.50
Between 75 and 100	160.00
Over 100	By negotiation
Attendance fee	49.25

2.20 Aircraft Cleaning Charges

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

2.21 Labour Charge Out Rates

The following costs are charged per 15 minutes, subject to a minimum charge of one hour.

Per Man Hour (billed per 15 minutes)	Cost (Normal hours) £	Cost (Out of hours***) £
Air Ops Labour	48.70	73.50
Airfield Maintenance	47.40	71.50
Vehicle Maintenance	74.00	113.00
Air Traffic Engineer	65.30	99.50
Senior Electrician	57.50	87.25
AGL Technician	52.90	81.00
Fire Service	74.10	113.00
Security Escort (including vehicle)**	77.50	117.50
Apron Technician	48.70	74.00

** 24 hours advance notice required

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

2.22 Airside Vehicle Permit

Airside vehicles are required to display an Airside Vehicle Permit at a cost of £42.00.

2.23 Security Passes

All areas pass

	Cost £
Issue – valid for five years from date of issue	133.60
Base transfer	78.00
ID replacement – lost or stolen	139.20
ID replacement – damaged	55.70
Renewal of security pass	72.40
Amendment to security pass	27.90

Airside only, landside only and employment pass

	Cost £
Airside only issue – valid for five years from date of issue	55.70
Landside only issue – valid for five years from date of issue	55.70
Employment issue – valid for up to 60 days from date of issue	55.70
ID replacement – lost or stolen	72.40
ID replacement – damaged	27.90
Renewal of security pass	22.30
Amendment to security pass	16.70

Visitor passes

	Cost £	
Visitor pass	11.20	Per day

Penalty charge for non-return of pass (applicable to all pass types, chargeable to sponsor) £111.30.

2.24 Airside Driving Permits

Airside Driving Permits	Cost £
Apron driving permit – classroom theory, assessment and pass issue	118.25
Manoeuvring area driving permit – classroom theory, assessment and pass issue	148.25
Runway driver training – classroom theory, assessment and pass issue	75.00
Practical driver training	**
Replacement permit	89.25

** Charged at the current Air Ops labour rate, subject to a minimum charge of 2 hours, subject to staff availability.

Please note, a fee of £69.50 per trainee will be levied in the event of non-attendance at a booked Airside Driving Permit training session.

2.25 Equipment Hire

The following costs are charged per hour, or part thereof, subject to a minimum charge of one hour.

Motorised Equipment	Charge £	Terms
Forklift & driver	74.00	
Cherry picker & driver	74.00	
Pushback tug	89.30	
Coach hire	74.00	
Ambulift	89.30	
Other Equipment	Charge £	Terms
Steps	59.70	Including delivery & collection
Sweeper	91.70	Excludes hire of driver
Glim charge	8.90	Per night
Non-returned or damaged glims	45.50	Each
Portable tower lights	125.60	Includes 15 minutes resource for delivery

2.26 Other Services

Service	Charge £	Terms
Vehicle inspection for airside permit	74.00	Per hour, or part thereof
Fire Service attendance at de/re-fuelling	294.00	
Spill Kit	294.00	Excluding labour
Access card for staff car park – tenant companies	37.50	
Overnight AGL	23.25	Per hour, or part thereof
Wind Farm consultation: Technical Radar Line of Site Analysis	2,230.00	Minimum Fee *
Wind Farm consultation: Aviation Operational Impact Assessment	7,395.00	Minimum Fee *
Pre-Planning Consultation	2,230.00	Minimum Fee *
Project Administration fee	2,230.00	Minimum Fee *
Planning response administration fee	156.00	
Crane permit issue fee	156.00	Minimum Fee *
Crane permit late notice request fee	637.00	
Aircraft security search:		
- Fewer than 20 seats	130.00	
- 20 to 99 seats	374.00	
- 100 to 199 seats	524.00	
- 200 seats and over	597.00	
Catering on loan or off load	151.00	
Catering delivery	77.00	

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

2.27 Apron De-icing

	Charge £	Terms
Labour		Charged in line with Section 2.21
Usage	6.00*	Per Litre
Hire of tractor with brush and/or plough	92.25	Per hour, or part thereof

* Norwich Airport Limited reserves the right to add a surcharge should the cost of the raw materials increase.

2.28 Training

	Group Charge* £	Individual Charge** £
Dangerous Goods Awareness	803.00	137.50
Manual Handling	403.00	69.25
Ramp Safety	670.00	101.75
NXCT Cabin		63.60
NXCT Hold		63.60
NXCT Refresher (includes one exam)		126.70
GSAT	126.70	19.40

* Group bookings of up to 8 delegates

** Individual booking on missed 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: airsideservicetraining@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.

2.29 Car Parking

Current car parking tariffs are available on the Norwich Airport website www.norwichairport.co.uk

2.29 Deportee Support

Charged at Cost + 20% disbursement.

2.31 Filming and Still Photography

	Cost £	
PR Photography & sound recording	192.25	Per hour or part thereof
Advertising/Commercial photography	419.00	Per hour or part thereof
Filming units 1-15	419.00	Per hour or part thereof
Units 15+	By negotiation	

2.32 Disbursement and 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.

2.33 Airport Fuelling

The Fuel Services department supply both AVTUR and AVGAS fuels during published opening hours.

Posted Airport Prices (PAP) will be updated on a weekly or monthly 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

Fuelling Operations Phone: +44 (0)1603 402042

Airport Fuelling	Charge £	Terms
Hook-up Fee	48.25	Applied to all aircraft unless included in contract
Low Volume Fuel Purchase	11.50	All uplifts of less than 250 litres
No Service Required	72.50	Applicable on any fuel service request where Fueller attended aircraft with no fuel taken
Out of Hours	122.75	Per Hour or part thereof – applicable outside of promulgated hours of service as detailed on website / AIP

Fuel delivery is subject to the Terms and Conditions of the contract signed between Norwich Airport Limited and the Customer or, where no such contract has been made, subject to Norwich Airport Limited Standard Terms and Conditions for Supply of Aviation Fuel, a copy of which is available on the Norwich Airport website www.norwichairport.co.uk

3. General Notes

3.1 Credit Facilities

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

Accounts Department
Norwich Airport
Amsterdam Way
Norwich
NR6 6JA

Telephone: 01603 420 627

Email: accounts@norwichairport.co.uk

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

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

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 advance with the provisions of this brochure.

3.2 Settlement Terms

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

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

3.3 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.

3.4 VAT

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

3.5 Minimum Invoice

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

3.6 Variations

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

3.7 Airport Development Fee (ADF)

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 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/>

Section Four – Terms & Conditions

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

The use of Norwich Airport facilities is subject to:

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

All users’ attention is particularly drawn to paragraph 4.6 of these Terms and Conditions (Limitation of Company’s liability).

4.1 Definitions

- 4.1.1 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.
- 4.1.2 “Aircraft” includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
- 4.1.3 “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.
- 4.1.4 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 Ltd. whose Registered Office is at Amsterdam Way, Norwich, NR6 6JA or any successor or assignee of the Company for the time being.
- 4.1.5 “User” means a commercial operator or private user of an Aircraft at the Airport.
- 4.1.6 Unless the context otherwise requires, a reference to one gender includes a reference to other genders.
- 4.1.7 Paragraph headings shall not affect the interpretation of these Terms of Use and references to paragraphs are to paragraphs in these Terms of Use.
- 4.1.8 Words in the singular shall include the plural and vice versa.
- 4.1.9 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.
- 4.1.10 A reference to writing or written includes faxes but not email.

4.2 Local Flying Restrictions

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

4.3 Compliance with Instructions, orders and directions

- 4.3.1 All Users of the Airport shall comply with:
- a) All written instructions, orders or directions published from time to time by the Airport Manager without limitation;
 - b) All oral instructions, orders or directions given by the Airport Manager; and
 - c) The Airport Bye Laws in force from time to time, a copy of which is available on request.
- 4.3.2 Aviation fuel may only be supplied when the Company is satisfied that there is adequate fire cover available at the Airport.
- 4.3.3 No person shall without the written approval of the Company, store or supply fuel or lubricants for Aircraft using the Airport.
- 4.3.4 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.
- 4.3.5 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.
- 4.3.6 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.

4.4 Airport Charges

- 4.4.1 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).
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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
- 4.4.6 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 judgement) 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.
- 4.4.7 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.
- 4.4.8 A surcharge may be applied to Aircraft operating on Christmas Day or New Year's Day at the discretion of the Company.
- 4.4.9 Time for payment shall be of the essence for these Terms of Use.
- 4.4.10 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.

4.5 Lien

- 4.5.1 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:
- a) 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
 - b) 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.
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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.
- 4.5.5 If an event as set out in paragraphs 4.10.1.1 to 4.10.1.11 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.

4.6 Exclusion and Limitation of Company's Liability

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 The Company gives no warranty as to the continuous use and operation of the Airport.

4.7 User's Responsibility

Each User shall be responsible for:

- 4.7.1 its Aircraft and other property while at the Airport;
- 4.7.2 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;
- 4.7.3 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.
- 4.7.4 No person shall without the written approval of the Company store or supply fuel or lubricants for aircraft using the airport.
- 4.7.5 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.

4.8 Provision of Information

- 4.8.1 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
- 4.8.2 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
- 4.8.3 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

4.9 Force Majeure

- 4.9.1 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
- 4.9.2 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

4.10 Termination and Insolvency

4.10.1 This paragraph applies if:

- 4.10.1.1 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;
- 4.10.1.2 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;
- 4.10.1.3 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;
- 4.10.1.4 the User (being an individual) is the subject of a bankruptcy petition or order;
- 4.10.1.5 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;
- 4.10.1.6 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);
- 4.10.1.7 a floating charge holder over the assets of the User (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 4.10.1.8 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;
- 4.10.1.9 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 4.10.1.1 to 4.10.1.11;
- 4.10.1.10 the User ceases or suspends, or threatens to suspend or cease, to carry on all or part of its business;
- 4.10.1.11 a User fails to pay an amount due on the due date;
- 4.10.1.12 a User ceases or threatens to cease using the Airport; or
- 4.10.1.12 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.
- 4.10.2 If this paragraph applies then, without prejudice to any other right or remedy available to it:
- 4.10.2.1 the Company shall be entitled to withhold all services, facilities or supplies from the User without being under any liability to the User; and
- 4.10.2.2 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
- 4.10.2.3 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.

4.11 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;

- 4.11.1 Passenger handling;
- 4.11.2 Marshalling of Aircraft;
- 4.11.3 Baggage handling;
- 4.11.4 Cargo handling;
- 4.11.5 Aircraft internal cleaning (on ramp);
- 4.11.6 General apron services;
- 4.11.7 Supply of aviation fuel;
- 4.11.8 General aviation and executive handling; and
- 4.11.9 Security.

4.12 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.

4.13 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.

4.14 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.

4.15 Waiver

- 4.15.1 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.
- 4.15.2 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.
- 4.15.3 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.

4.16 Indemnity

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.

4.17 Variation

- 4.17.1 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.
- 4.17.2 No variation of these Terms of Use shall be valid unless agreed in writing with the Airport Manager

4.18 Notices

- 4.18.1 A notice or other communication given to a party under or in connection with these Terms of Use:
- 4.18.1.1 Shall be in writing in English (or accompanied by a properly prepared translation into English);
- 4.18.1.2 Shall be signed by or on behalf of the party giving it;
- 4.18.1.3 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;
- 4.18.1.4 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.
- 4.18.2 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.
- 4.18.3 For the purposes of this paragraph:
- 4.18.3.1 all times are to be read as local time in the place of deemed receipt; and
- 4.18.3.2 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.

- 4.18.4 To prove delivery, it is sufficient to prove that:
 - 4.18.4.1 if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
 - 4.18.4.2 if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted
- 4.18.5 The provisions of this paragraph 17 shall not apply to the service of any process in any legal action or proceedings.
- 4.18.6 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.

4.19 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.

4.20 Assignment

- 4.20.1 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.
- 4.20.2 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.

4.21 Glossary

Aircraft	Includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
Aircraft Parking Charges	means the charge referred to in The Fees and Charges.
Airline	includes Operator, alliance/ codeshare partner, franchisee and a subsidiary carrier or operator.
Airport	means Norwich Airport Ltd.
Ambulance Flight	means any flights transporting a patient or human organ or organs.
Apron Services	means the charges referred to in The Fees and Charges.
Standard Landing Fees	means the charges referred to in section 1 of this document as amended or notified from time to time.

Claim	includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.
Company	means Norwich Airport Ltd which shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Norwich Airport Ltd whose Registered Office is Amsterdam Way, Norwich, NR6 6JA or any successor or assignee of the Company for the time being.
Corporate Aviation	means national and international commercial aircraft movements that are not classified as general aviation, military, scheduled commercial or cargo and / or not handled through the terminal building.
Disabled Persons and Persons of Reduced Mobility Charge	means those referred to in section 1 of this document.
Diverted Aircraft	means an Aircraft diverted from its intended Airport destination to Norwich Airport.
Final Destination Airport	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.
FOC	means Free of Charge.
Force Majeure	means the definition referred to in point 1.9 of the terms and conditions of use in this document.
General Aviation	means all flights other than military, cargo, scheduled airline (both private and commercial).
Handling Agent	means any person, firm or company appointed by an Operator to perform any or all of the ground handling functions or an Operator who self handles.
Loss	loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.
Maximum Take Off Weight Authorised	means the maximum weight of the Aircraft and its contents at which the aircraft may take off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However, if the certificate indicates a MTOW at which the Aircraft may taxi, that

weight shall be taken to be the MTOW Authorised. Operators will be charged at the certified MTOW unless the Airport Finance Department is notified in writing prior to the movement of the reduced MTOW aircraft. Refunds cannot be issued retrospectively.

Operator	means the person, firm, or company for the time being having the management of an Aircraft.
Out of Hours Surcharge	means charges referred to in point 1.4 of this document where an aircraft chooses to land or take off, fuel, manoeuvre or require handling outside the published opening hours of the Airport.
Passenger	means Terminal Passengers, Transfer passenger or Transit Passengers.
Passenger Aircraft	means an aircraft on which passengers are carried
QC Rating	means the Quota Count Rating. This is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data
Remote Stand	means an aircraft parking stand that has been designated as remote.
Route	means any route from the Airport to the final Destination Airport.
Scheduled Service	means services operated according to a published timetable, including those supplementary to them and open to use by members of the public.
Service	means any Route operated to or from the Airport
Standard Landing Fees	means the charges referred to in point 2.1 of this document
Terminal Building	means the Departure Hall, Lounge, Boarding Gates and Arrivals Halls. It includes concourses, retail and catering outlets, aprons and other public areas or offices.
Terminal Passenger	means a passenger joining or leaving an aircraft at the Airport. Terminal Passengers include Transfer and Transit Passengers.
Terms	means the Terms and Conditions contained in Section 1.
Transfer Passenger	means a passenger identified by the Handling Agent who arrives at the airport by one aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another aircraft and is treated as a Terminal Passenger.

Transit Passenger	means a passenger who arrives in and departs from the Airport on the same Aircraft.
User	means a commercial operator or private user of an aircraft at the Airport.