

## Schedule of Fees & Charges Terms & Conditions of Use from 1<sup>st</sup> April 2017

### AIRPORT CONTACTS

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

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

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

### Published Opening Times (local times)

From 1 May 2017 to 31 October 2017:

Monday	06:15 – 21:30
Tuesday	06:15 – 22:00
Wednesday	06:15 – 21:30
Thursday	06:15 – 21:30
Friday	06:00 – 21:30
Saturday	06:15 – 21:30
Sunday	06:00 – 23:00

From 1 April 2017 to 30 April 2017 and 1 November 2017 to 31 March 2018 opening times every day will be 06:15 to 21:30.

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## 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	£ 10.70
Over 5 tonnes - per tonne or part	£ 21.30

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 7 Fire Cover (per rotation)	£ 385.00
RFFS Category 8 Fire Cover (per rotation)	£ 510.00

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

All flights outside the Airport's Published Opening Hours are subject to approval, please contact the Operations Centre on 01603 420658 or 07894 386320 or ops@norwichinternational.com.

Extension charges are invoiced in addition to the Standard Landing Charge and will be incurred for operations as follows:

From 1 May 2017 to 31 October 2017 (local times):

Monday	21:30 – 06:15	Tuesday	22:00 – 06:15
Wednesday	21:30 – 06:15	Thursday	21:30 – 06:00
Friday	21:30 – 06:15	Saturday	21:30 – 06:00
Sunday	23:00 – 06:15		

From 1 April 2017 to 30 April 2017 and 1 November 2017 to 31 March 2018, all days 21:30 - 06:15 (local times).

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

RFFS Category 3-4	£ 625.00
RFFS Category 5-6	£ 740.00
RFFS Category 7	£ 860.00
RFFS Category 8	£ 1,130.00

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)	£ 17.95
Domestic including Channel Islands (per departing passenger)	£ 10.10

## 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 £9.10 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')	£ 6.90
CAA Aviation Security Surcharge (per departing passenger)	£ 0.053

## 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. Passengers can also purchase their ticket online at [www.norwichairport.co.uk](http://www.norwichairport.co.uk). 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://norwichadf.esp.aero>.

# 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	£ 10.10
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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) £ 0.48

### 3.3 Common Use Terminal Equipment

All passengers (per departing passenger) £ 0.25

### 3.4 Common Use Self Service Kiosks

All passengers (all passengers with access to CUSS) £ 0.60

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

Ground Power Unit ('GPU') per 15 minute period £ 28.25

Air Start Unit (per unit per start)

Single hose £120.00

Double hose £171.00

Pushback

below 44 tonnes £ 43.50

below 73 tonnes £ 48.00

below 144 tonnes £ 63.25

over 144 tonnes £ 79.00

Water or Toilet service (per point) £ 45.50

Ballast loading + delivery

per on/off load £ 48.00

per bag of ballast (25 kg) £ 13.00

Cabin heater (per 15 minute period) £ 20.75

Freight

Off-loading + collection (per kg) £ 0.11

(freight subject to a minimum charge of £50.00)

Night stop functions (per hour or part thereof) £ 51.00

Aircraft towing (per tow; non-scheduled) £ 56.50

Aircraft de-icing

Attendance fee £179.25

Weekend call in £ 62.25

Usage (per litre) £ 4.05

Preparation of computer generated load sheets (per departing flight) £ 9.25

Preparation of manual load sheets (per departing flight) £ 14.50

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.

### 3.6 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@norwichinternational.com](mailto:ops@norwichinternational.com).

## 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)	£ 7.25
Not over 10 tonnes (flat rate)	£ 34.50
Not over 20 tonnes (flat rate)	£ 45.50
Not over 30 tonnes (flat rate)	£ 68.00
Not over 100 tonnes	£ 68.00
	+ £14.00 per 10 tonnes or part
Over 100 tonnes	£168.75
	+ £14.00 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 is charged at £135.00 per week subject to availability.

## 5 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.

## 6 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 £16.50 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 £16.50 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.

## 7 MISCELLANEOUS CHARGES

### 7.1 Security Passes

#### Full Pass

Issue - valid for five years from date of issue £ 96.00

Replacement - for lost or damaged pass within 5 years of issue:

First replacement £112.50

Second (Final) replacement £135.00

Penalty charge for non-return of full pass (chargeable to sponsor)	£125.00
Renewal of security pass - upon expiry:	
if new pass required	£ 40.00
if old card re-used	£ 23.00
Amend security pass	£ 18.00

### Visitor Pass

Issue	
1-5 day pass	£ 12.50
6-60 days pass	£ 56.50
Penalty charge for non-return of visitor pass (chargeable to sponsor)	£ 101.50

### Airfield Driving Permits

Apron Driving Permit – Classroom theory, assessment and pass issue	£ 90.25
Manoeuvring Area Driving Permit – Classroom theory, assessment and pass issue	£113.25
Runway Driving Permit – Classroom theory, assessment and pass issue	£ 56.75
Practical Driver Training – Subject to staff availability – will be charged at the current Air Ops labour rate, subject to a minimum charge of 2 hours.	
Replacement Permit	£ 68.00

Please note, a fee of £52.50 per trainee will be levied in the event of non-attendance at a booked Airfield Driving Permit training session.

## 7.2 Ticket Desk Services

Price on application

Please contact the Customer Services Manager on [customer.services@norwichinternational.com](mailto:customer.services@norwichinternational.com)

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

PR Photography & Sound recording	£ 146.50
Advertising/Commercial photography	£ 320.50
Filming units 1-15	£ 320.50
Units 15+	by negotiation

## 7.4 Deportee Support

Cost + 20% disbursement

## 7.5 Training

	Group *1	Individual *2
Dangerous Goods Awareness	£ 614.00	£ 103.00
Manual Handling	£ 307.00	£ 52.00
Ramp Safety	£ 512.00	£ 77.00

\*1 Group booking of up to 8 delegates

\*2 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:

- General Security Awareness Training
- 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 on [malcolm.palmer@norwichinternational.com](mailto:malcolm.palmer@norwichinternational.com) 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.

## 8 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	£	56.50
Cherry Picker + driver	£	56.50
Pushback tug	£	68.00
Coach hire	£	56.50
Ambulift	£	68.00

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

Steps (including delivery and collection)	£	45.50
Sweeper (excludes hire of driver)	£	70.00
Glim charge (per night)	£	6.50
Non-returned or damaged glims (each)	£	34.50
Portable tower lights (includes 15 mins resource for delivery)	£	54.25
Air Ops Water tanks, incl escort and water used	£	96.00

### 8.3 Labour Charge Out Rates (per man hour, billed per 15 mins \*1)

	Normal Hours	Out Of Hours *3
Air Ops Labour	£ 37.00	£ 55.25
Airfield Maintenance	£ 36.00	£ 53.75
Vehicle maintenance	£ 56.50	£ 85.00
Air Traffic Engineer	£ 49.75	£ 75.00
Senior Electrician	£ 43.75	£ 65.75
AGL Technician	£ 40.25	£ 60.75
Fire Service	£ 56.50	£ 85.00
Security escort (including vehicle)*2	£ 59.00	£ 88.50
Apron Technicians	£ 37.00	£ 55.25

\*1 Subject to minimum charge of one hour

\*2 24 hours advance notice required

\*3 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)	£	2.37
Specialist equipment hire (per hour or part): Tractor with brush and/or plough	£	70.00

### 8.5 Other services

Vehicle inspection for airside permit (per hour or part thereof)	£	56.50
Fire service attendance at de/re-fuelling	£	224.75
Spill Kit (excluding labour)	£	224.75
Access card for staff car park – tenant companies	£	28.50
Overnight AGL (per hour or part thereof)	£	17.50
Wind farm consultation: Technical Radar Line of Sight Analysis	Min fee*4	£1,695.00
Wind farm consultation: Aviation Operational Impact Assessment	Min fee*4	£5,660.00
Pre Planning Consultation		£1,695.00
Planning response administration fee	£	116.00
Aircraft security inspection (per hour or part thereof)	£	114.00
Catering on load or off load	£	112.00
Catering delivery	£	56.00

\*4 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	£ 25.50
MTOW between 10 and 25 tonnes	£ 61.00
MTOW between 25 and 50 tonnes	£ 81.25
MTOW between 50 and 75 tonnes	£101.50
MTOW between 75 and 100 tonnes	£121.75
MTOW over 100 tonnes	By negotiation
Attendance Fee	£ 37.00

## 9 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 2018.

## 10 CONDITIONS OF USE OF NORWICH AIRPORT

### 10.1 DEFINITIONS

(a) The 'Airport' means all that area comprising Norwich Airport at Amsterdam Way, Norwich which is operated by or under the control of the Company as hereinafter defined. The term 'Airport' shall be interchangeable with the term 'airfield', 'airstrip', 'aerodrome' or any other like term, where the context so



indicates and such terms shall bear their ordinary and usual meaning according to English Law.

(b) 'The Company', which term shall include any associated or subsidiary company thereto and shall, unless the context otherwise provides, include any servant, or agent, means Norwich Airport Limited, whose Registered Office is at Norwich Airport, Amsterdam Way, Norwich, NR6 6JA or any successor or assignee of the company for the time being.

(c) 'The Operator' shall mean the person or organisation from time to time having the management or possession of an aircraft, whether owner, user, pilot or otherwise and shall mean the person(s) or body or organisation (and their respective servants, agents and contractors) using, attempting to make use of, or having used, the facilities or services offered by the Company at the Airport or elsewhere.

(d) 'The Conditions' means these Terms and Conditions of Norwich Airport Limited and any Rules and Regulations relating to the use of Norwich Airport, and any orders, instructions, directions or bye-laws respectively from time to time in force whether in writing or otherwise made by the Company or on its behalf. A copy of the conditions will be available on request from the Company but shall be deemed to bind the Operator whether or not a copy has been requested. In the event of inconsistency and so far as permitted by law these conditions shall take precedence over any other conditions or terms. The conditions shall be constructed in all respects according to English Law.

(e) For the purposes of being bound by these Terms and Conditions the Operator warrants that he has full authority and power to bind as his agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.

## **10.2 USE OF THE AIRPORT AND ITS FACILITIES**

(a) The use of the Airport by the Operator or on his or their behalf is subject to the conditions which shall apply equally to the provision of all facilities or services provided or offered to be provided by the Company and are hereby deemed to be incorporated into any agreement, contract or other legal relationship entered into or to be entered into by the Company with the Operator.

(b) The Company shall be entitled to vary the conditions from time to time, at its discretion and as it sees fit. Provided such variations have been brought to the notice of the Operator or are deemed to have been brought to his notice, such variations shall be binding on the Operator.

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

(d) Claims cannot be made against Norwich Airport in the case of airport closure due to events beyond our control or due to an instruction by the emergency services.

## **10.3 PAYMENT**

(a) The Operator shall pay the appropriate charges for the landings, parking or housing of aircraft. The Operator shall also pay for any supplies, services or facilities provided to him or the aircraft by the Company. All such charges shall be due and payable at the sole discretion of the Company before an aircraft departs from the Airport.

(b) Payment of any unpaid charges shall in any event be due within 14 (fourteen) days of the date of the Company's invoice.

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

(d) The Operator shall pay interest on any sum outstanding at the amount as specified in the Late Payment of Commercial Debts (Interest) Act 1998, such interest to accrue on a daily basis from the due date until payment is made.

(e) Payment disputes may only hold up the payment in question. All other payments not in dispute must be paid within standard terms. Norwich Airport reserves the right to levy additional charges including interest on any additional payments held that are not in dispute.

(f) 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.

#### **10.4 LIEN**

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

(b) The Company shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of the lien and the Company may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.

(c) If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, the Company shall despatch by ordinary post to the Operator at his address hereon and to the Registered Owner of the aircraft at his address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the liened aircraft or property shall vest in the Company and the Company may at its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition the Company shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due to the Company and any fees, expenses or costs incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.

(d) The exercise by the Company of the powers set forth in this clause shall be without prejudice to the exercise of any other powers exercisable by the Company by virtue of statute or otherwise.

#### **10.5 FLIGHTS COVERED BY THIS AGREEMENT**

(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.

#### **10.6 LIABILITY OF THE COMPANY AND THE OPERATOR**

(a) Where the Operator is other than a Consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1994, the Company shall in no circumstances be liable to the Operator for any physical or economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever (including without limitation the aircraft, its parts or accessories or any property contained in the aircraft) whether negligence, breach of contract or statutory duty on the part of the Company, its servants or agents.

(b) Where the Operator or any person on his behalf or for whom he is responsible causes death, personal injury or loss or damage of any kind whether direct or indirect as a result of any negligence, breach of contract or breach of statutory duty and while at the airport, the Operator shall indemnify and keep indemnified the Company in respect of any claim or claims arising there from.

#### **10.7 INSURANCE**

(a) The Operator in furtherance of his obligations under these conditions agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the Operator at the Airport in such amounts not being less than ten million pounds (£10,000,000) in respect of any one event but shall in each case be at such levels as the Company in its absolute discretion deems to be reasonable according to the size and type of aircraft operated and shall on demand produce to the Company, or its duly authorised representative, from time to time, sufficient documentary proof of such insurance including the security thereof.

(b) In respect of any vehicle which the Operator, his servants, agents, or associates may use or operate on that part of the airport which is or has been designated as 'airside', the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to the Company or its duly authorised representative on demand. The Company's decision as to the adequacy of such insurance cover shall be binding on the Operator. The Operator shall also ensure that any such vehicle is provided with an appropriate airside permit issued by the Company, recording the roadworthiness and safety of the vehicle relating to its use at the Airport.

(c) The Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause but without prejudice to any other rights of the Company under these Terms and Conditions whether the same shall be enforced by the Company or not.

#### **10.8 GENERAL**

The Operator or his appointed handling agent shall furnish to the Company information of such form as the Company may from time to time require and determine relating to the movement of aircraft handled by the agent at the Airport within 24 hours of each of those movements.

#### **10.9 JURISDICTION**

These terms and conditions 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.