

## Schedule of Fees & Charges Terms & Conditions of Use from 1<sup>st</sup> April 2018

### 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 2018 to 30 October 2018:

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

From 26 March 2018 to 30 April 2018 and 31 October 2018 to 31 March 2019 opening times every day will be 06:00 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	£ 11.05
Over 5 tonnes - per tonne or part	£ 21.95

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)	£ 400.00
RFFS Category 8 Fire Cover (per rotation)	£ 530.00

### 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 2018 to 30 October 2018 (local times):

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

From 26 March 2018 to 30 April 2018 and 31 October 2018 to 31 March 2019, all days 21:30 - 06:00 (local times).

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

RFFS Category 3-4	£ 645.00
RFFS Category 5-6	£ 765.00
RFFS Category 7	£ 890.00
RFFS Category 8	£ 1,165.00

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)	£ 18.50
Domestic including Channel Islands (per departing passenger)	£ 10.45

## 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 £9.40 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')	£ 7:15
CAA Aviation Security Surcharge (per departing passenger)	£ 0.054

## 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	£ 10.45
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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) £ 0.50

### 3.3 Common Use Terminal Equipment

All passengers (per departing passenger) £ 0.26

### 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 £ 29.10

Air Start Unit (per unit per start)

Single hose £124.00

Double hose £177.00

Pushback

below 44 tonnes £ 45.00

below 73 tonnes £ 49.50

below 144 tonnes £ 65.25

over 144 tonnes £ 81.50

Water or Toilet service (per point) £ 47.00

Ballast loading + delivery

per on/off load £ 49.50

per bag of ballast (25 kg) £ 13.50

Cabin heater (per 15 minute period) £ 21.50

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) £ 52.75

Aircraft towing (per tow; non-scheduled) £ 58.25

Aircraft de-icing

Attendance fee £184.75

Weekend call in £ 64.25

Usage (per litre) £ 4.64

Preparation of computer generated load sheets (per departing flight) £ 9.75

Preparation of manual load sheets (per departing flight) £ 15.00

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)	£ 7.50
Not over 10 tonnes (flat rate)	£ 35.75
Not over 20 tonnes (flat rate)	£ 47.00
Not over 30 tonnes (flat rate)	£ 70.25
Not over 100 tonnes	£ 70.25
	+ £14.50 per 10 tonnes or part
Over 100 tonnes	£174.00
	+ £14.50 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 £140.00 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 £17.00 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 £17.00 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 £ 99.00

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

First replacement £116.00

Second (Final) replacement £139.25

Penalty charge for non-return of full pass (chargeable to sponsor) £128.75

Renewal of security pass - upon expiry:

if new pass required £ 41.25

if old card re-used £ 23.75

Amend security pass £ 18.75

#### Visitor Pass

Issue

1-5 day pass £ 13.00

6-60 days pass £ 58.25

Penalty charge for non-return of visitor pass (chargeable to sponsor) £ 104.75

#### Airfield Driving Permits

Apron Driving Permit – Classroom theory, assessment and pass issue £ 93.00

Manoeuvring Area Driving Permit – Classroom theory, assessment and pass issue. £116.75

Runway Driving Permit – Classroom theory, assessment and pass issue £ 58.50

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 £ 70.25

Please note, a fee of £54.25 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 £ 151.00

Advertising/Commercial photography £ 330.25

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	£ 633.00	£ 107.00
Manual Handling	£ 317.00	£ 54.00
Ramp Safety	£ 528.00	£ 80.00

\*1 Group booking of up to 8 delegates

\*2 Individual booking on mixed group courses

	Group *1	Individual *2
<b>NXCT Cabin</b>		£ 50.00
<b>NXCT Hold</b>		£ 50.00
<b>NXCT Refresher</b> (includes one exam)		£ 100.00
<b>GSAT</b>	£ 100.00	£ 15.00

\*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. Email: [Dan.Bean@norwichairport.co.uk](mailto:Dan.Bean@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.

## 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	£	58.25
Cherry Picker + driver	£	58.25
Pushback tug	£	70.25
Coach hire	£	58.25
Ambulift	£	70.25

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

Steps (including delivery and collection)	£	47.00
Sweeper (excludes hire of driver)	£	72.25
Glim charge (per night)	£	6.75
Non-returned or damaged glims (each)	£	35.75
Portable tower lights (includes 15 mins resource for delivery)	£	56.00
Air Ops Water tanks, incl escort and water used	£	99.00

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

	Normal Hours	Out Of Hours *3
Air Ops Labour	£ 38.25	£ 57.00
Airfield Maintenance	£ 37.25	£ 55.00
Vehicle maintenance	£ 58.25	£ 87.75
Air Traffic Engineer	£ 51.25	£ 77.25
Senior Electrician	£ 45.25	£ 67.75
AGL Technician	£ 41.50	£ 62.75
Fire Service	£ 58.25	£ 87.75
Security escort (including vehicle)*2	£ 61.00	£ 91.25
Apron Technicians	£ 38.25	£ 57.00

\*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)	£ 2.45
Specialist equipment hire (per hour or part):	
Tractor with brush and/or plough	£ 72.25

#### 8.5 Other services

Vehicle inspection for airside permit (per hour or part thereof)	£ 58.25
Fire service attendance at de/re-fuelling	£ 231.50
Spill Kit (excluding labour)	£ 231.50
Access card for staff car park – tenant companies	£ 29.50
Overnight AGL (per hour or part thereof)	£ 18.25
Wind farm consultation: Technical Radar Line of Sight Analysis	Min fee*4 £1,750.00
Wind farm consultation: Aviation Operational Impact Assessment	Min fee*4 £5,830.00
Pre Planning Consultation	£1,750.00
Planning response administration fee	£ 120.00
Crane permit issue fee	Min fee*4 £ 120.00
Crane permit late notice request fee	£ 500.00
Aircraft security search:	
Fewer than 20 seats	£ 100.00
20 to 99 seats	£ 293.00
100 to 199 seats	£ 412.00
200 seats and over	£ 469.00
Catering on load or off load	£ 116.00
Catering delivery	£ 58.00

\*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	£ 26.50
MTOW between 10 and 25 tonnes	£ 63.00
MTOW between 25 and 50 tonnes	£ 83.75
MTOW between 50 and 75 tonnes	£104.75
MTOW between 75 and 100 tonnes	£125.50
MTOW over 100 tonnes	By negotiation
Attendance Fee	£ 38.25

#### 8.7 Baggage Reconciliation System

Charges will be applicable with effect from 1<sup>st</sup> June 2018 in accordance with IATA 753.

Charge per departing bag	£ 0.15
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## 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 2019.

### 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.

## 10 CONDITIONS OF USE OF NORWICH AIRPORT

See attached Appendix Terms & Conditions of Use for Norwich Airport April 2018 V1.0

# **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.