

BELFAST INTERNATIONAL AIRPORT LIMITED

**BELFAST INTERNATIONAL AIRPORT, BELFAST BT29 4AB
NORTHERN IRELAND**

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www.belfastairport.com

Charges & Conditions of Use 2010

Effective date 1 January 2010

Belfast International Airport Limited Charges and conditions of use 2010

Location

- Situated 11.5 nautical miles north-west of Belfast and easily accessed via a network of main roads and motorways
- Just 30 minutes by bus from the city centre with services operating 24 hours a day at a 15 minute frequency throughout the day

Slots

- Slot availability
- 24 hour, all weather operation

Catchment

- A population of 2 million within 120 minutes drivetime
- Catchment area encompassing all of Northern Ireland and the border counties of the Republic of Ireland

Facilities

- Two, cross runways (main runway capable of accommodating aircraft up to Category 9)
- CAT IIIB ILS on RW 25 & Secondary Surveillance Radar (most technically advanced airport in Ireland)
- Planning Permission in place to extend existing passenger Terminal to cater for up to 10 M passengers per annum and significant scope to expand further within 1,000 acre site
- Wide choice of catering and retail establishments
- Existing cargo village and planning approval for a significant business park development
- Choice of 3 on-site car parks

Performance

- Fast aircraft turn around times
- Short check-in to gate transfer distances.

Partnership

- Working with Airlines and Tour Operators to develop mutual growth
- Integral to the future of Northern Ireland's Air Transport Market and future economic growth potential.

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SECTION 1 - AIRPORT CHARGES & CONTACT INFORMATION

1. Landing and Passenger Charges (including charges for Aerodrome Navigation Services)

1.1 **Standard Charges** in respect of all standard services provided by the Company and the National Air Traffic Services to effect the safe landing and take-off of aircraft at the Airport consist of the following elements:

1.1.1 **A Tonnage based Landing/Navigation Charge (charged per tonne of Maximum Take-off Weight or part thereof):**

A PASSENGER AIRCRAFT	
(a) For aircraft operating scheduled Domestic flights:	£8.00
(b) For all other passenger aircraft:	£12.00
(c) Diversions:	£16.00
B FREIGHT AND MAIL	
For all freight aircraft	£12.60
C OTHERS	
For all other aircraft	£12.60

1.1.2 **A Passenger Charge** in respect of each Terminal Departing Passenger aged 2 years and above in an aircraft weighing more than 2 metric tonnes and which is operating for hire and reward:

	Domestic Flights	International Flights
For all passenger services	£10.75	£13.50

1.1.3 **An Airbridge Charge** in respect of each Terminal Departing Passenger aged 2 years and above in an aircraft weighing more than 2 metric tonnes and which is operating for hire and reward using an airbridge served stand:

For all Domestic and International flights	£0.55
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At the time of publication the airbridge served stands are 22 and 23N. These are subject to change and a stand layout is available from the UK Aeronautical Information Publication CAP 32.

1.1.4 **A Hold Baggage Search Charge** in respect of each Terminal Departing Passenger aged 2 years and above in an aircraft weighing more than 2 metric tonnes and which is operating for hire and reward:

For all Domestic and International flights	£0.32
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1.1.5 **A Security Charge** in respect of each Terminal Departing Passenger aged 2 years and above in an aircraft weighing more than 2 metric tonnes and which is operating for hire and reward:

For all Domestic and International flights	£0.48
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1.2.2 New Services

The Company operates a policy of banking on growth and is keen to develop new services to all destinations. Consequently, operators of air transport services at the Airport may apply to the Managing Director for rebates for the operation of new services to unserved city pairs or for increased frequencies or capacity to existing destinations. These might, for example, apply as follows:-

- a) Operators of new services to unserved city pairs may be granted an introductory rebate which might typically extend over a two to three year period to assist operators with the high costs incurred in the start up period, or
- b) Discounts for increased frequencies or capacity to existing destinations may apply to the additional passengers or chargeable tonnage generated.

Prior application for such rebates or discounts should be made to the Managing Director whose decision as to whether to grant such rebates or discounts shall be absolute.

1.2.3 Positioning Flights

The Managing Director of the Airport has discretion to grant a rebate on tonnage-based landing charges on passenger aircraft positioning empty for or after commercial air transport movements where it is considered to be in the interest of the Airport to encourage the development of traffic. For this purpose, commercial air transport movements shall be any flight operated for hire or reward by a passenger aircraft where carriage is offered to the public on a regular basis according to a published timetable. This rebate will not be granted to Diverted Flights or to flights relating to freight services. Prior application must be made to the Managing Director.

1.2.4 Double Drop Flights - Winter Period (1 October - 30 April)

It is recognised that in the winter period airline commercial economics mean that some destinations may only be served by means of multi-sector flights. In practice this means that aircraft departing from the international facilities of another UK airport might land at the Airport to pick up or set down additional passengers or cargo on the way to or from an international destination, or alternatively aircraft originating at the Airport might make an intermediate stop at another UK airport before or after the international destination. Where an aircraft makes more than one landing at the Airport in the course of any one round trip, the Managing Director has discretion to grant a rebate on tonnage based landing fees in respect of the second landing at the Airport. Prior application must be made to the Managing Director. The winter period includes the shoulder months of October and April.

1.2.5 Intra Ireland Flights

The Tonnage based Landing/Navigation Charges as listed in Para. 1.1.1 may be reduced by up to 50% in respect of any landing of intra Ireland scheduled passenger flights, provided always that the minimum landing charge will also apply to such flights. Prior application for such a reduction must be made to the Managing Director.

1.2.6 Crew Training

Please see 1.7.

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1.2.7 General

No more than one of the Rebates and Discounts listed above at 1.2.1 to 1.2.6 may be claimed in respect of any one Flight.

1.2.8 Withdrawal of Discounts

Discounts or rebates which are provided under clauses 1.2.1 to 1.2.5 shall (at the complete discretion of the Company) be subject to repayment in part or in full by the Operator and future discounts or rebates will be subject to withdrawal if the Operator fails to operate the services provided for in its contract with the Company (whether by means of the failure to operate the stipulated type or number of aircraft, routes, frequency of service or otherwise) for the period or periods provided for under its contract with the Company, if it withdraws services prior to the expiry of the term provided for under the contract or if it fails to settle debts which have been overdue for a period of 3 months or more. Revised, or full, charges may, at the discretion of the Company, be applied retrospectively to aircraft movements and passengers originally charged at the agreed discounted rates.

1.2.9 Notification of changes

The Operator must notify in writing and consult the Managing Director to obtain authorisation for any changes which are to be made to the services provided under its contract with the Company. Such consultation must take place and authorisation be obtained prior to any changes being instituted. Failure on the part of the Operator to do so will result in the immediate entitlement of the Company to require repayment from the Operator of the discounts and rebates provided for by clauses 1.2.1 to 1.2.5 above and the withdrawal of all future discounts or rebates provided under such contract.

1.3 Minimum Landing Charge

The minimum Standard Landing/Navigation Charge (see 1.1.1) is £26.00 for each landing.

1.4 Environmental Charges

Users of the Airport causing, permitting or failing to report pollution will be liable for the cost of cleaning up or making good any damage caused and any fines or penalties imposed on the Company as a result of the pollution.

1.5 Future Charges

1.5.1 Environmental Noise Charges

The Company, through its Environmental Noise Directive Action Plan, is currently considering the introduction of a noise related landing charge. This will be related to the certified noise output for each aircraft type with the aim of encouraging Operators to reduce noise impact on the local community.

Operators will be advised of the charges which will apply in due course.

1.6 Parking Charges

1.6.1 Aircraft parking when available will be at the discretion of the Company.

1.6.2 The charges will be calculated on the Maximum Take-Off Weight of the aircraft in accordance with the rates specified in 1.6.3 below.

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1.6.3 The standard charge for parking an aircraft at the Airport is:

Passenger Aircraft:

First 2 hours from time of landing	Free
Each further 15 minutes or part thereof (excluding periods when the aircraft is in leased areas)	£0.16 per 2 tonnes or part thereof

Freight and Mail Aircraft:

First 2 hours from time of landing	Free
Each further 15 minutes or part thereof (excluding periods when the aircraft is in leased areas)	£0.16 per 10 tonnes or part thereof

Other Aircraft:

First 2 hours from time of landing	Free
Each further 15 minutes or part thereof (excluding periods when the aircraft is in leased areas)	£0.16 per 3 tonnes or part thereof

1.6.4 A factor of 2 will be applied to the above £0.16 rate for aircraft parked on a pier served stand, defined below, during the following hours:

Morning	06:30 - 09:30
Afternoon	12:00 - 15:00
Evening	16:00 - 22:00

At the time of publication stands 12 to 14 inclusive, 16 to 18 inclusive, 21, 22, 24 to 29 inclusive 25A, 27A and 29A are pier served stands. These are subject to change and a stand layout is available from the UK Aeronautical Information Publication CAP 32.

1.6.5 For Diverted Flights:

1.6.5.1 Parking Charges will apply from the time the aircraft parks on a stand (i.e. the first 2 hours will not be free), and

1.6.5.2 A factor of 2 will be applied to Parking Charges calculated in accordance with clauses 1.6.2 to 1.6.4 and 1.6.5.1

1.6.6 Prior written application must be made to the Company for parking for periods in excess of 3 days.

1.6.7 The Managing Director has discretion, in the light of particular circumstances, to abate or waive the above charges. Prior application must be made.

1.7 Training Flights and Charges

1.7.1 Air Transport Fixed Wing Aircraft

1.7.1.1 Applications for training flights must be made on Form BIA/Ops/1 and submitted to the Control Centre for consideration.

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1.7.1.2 Training charges are based on the Maximum Take-off Weight of the Aircraft and reflect the degree of effort required by National Air Traffic Services (NATS) in facilitating the training. Approved training flights attract a 75% reduction on the standard non-passenger aircraft weight related charge of £12.60 per tonne subject to a minimum charge per movement of £26. Home based operators are entitled to a 90% reduction on the standard weight related charge of £12.60 per tonne subject to a minimum charge per movement of £26. Instrument and night training is double the normal circuit training charges. Therefore, approved instrument and night training flights attract a 50% reduction on the standard non passenger aircraft weight related charge of £12.60 per tonne subject to a minimum charge per movement of £52.00. Home based operators will attract an 80% reduction on the standard non passenger aircraft weight related charge of £12.60 per tonne for instrument and night training subject to a minimum charge per movement of £52.00. All instrument training must be booked through the Control Centre on Form BIA/Ops/1 and will be subject to agreement with NATS.

1.7.1.3 Applications for training flights will normally be accepted within the following times to avoid the peak movement periods and permit better utilisation of the training period.

Monday - Saturday:-

0930 hrs - 1200 hrs

1400 hrs - 1630 hrs

1800 hrs - 2300 hrs

1.7.1.4 In the interests of maintaining good relations with the local population, training will **not be permitted on Sundays or between 2300 hrs and 0930 hrs on all other days.**

1.7.1.5 Chapter 2 Aircraft training flights are prohibited.

1.7.1.6 Chapter 3 Aircraft - **Only one aircraft will be permitted at any one time for instrument training.**

1.7.1.7 Pilots should expect that all circuits will be:-

- alternating direction
- varying circuits

1.7.1.8 Except in the case of emergency, passenger/commercial aircraft have priority over training flights including those using SRA approaches.

1.7.1.9 NATS will facilitate training flights under the above guidance. Failure to observe the above mentioned noise/nuisance abatement procedures will result in termination of the training facilities.

1.7.1.10 Any alterations to the above will only be considered in exceptional circumstances and will require the prior approval of the Managing Director.

1.7.2 General Aviation

1.7.2.1 Normal Movements and Circuit Training

Light aircraft (defined as those with a Maximum Take-off Weight of less than 2 tonnes) are subject to a £26.00 minimum charge for each approach as per clause 1.3. Operators of home based aircraft may at any time apply to pay an annual £624.00 fee per aircraft to allow unlimited parking on the GA apron and attract landing charges at a fixed £7.28 per approach. No retrospective adjustment for charges will be allowed.

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The minimum period for such an arrangement will be 12 months and thereafter will continue until terminated by either party giving at least 3 months written notice. The annual fee will be payable in advance of the period and the Company may at its discretion apply standard charges to aircraft movements should the annual fee remain unpaid after the commencement of the period. These charges may be applied retrospectively to movements originally charged at the lower rate of £7.28 but which occurred during the period for which the annual fee remains unpaid. Full parking charges may also be levied on the aircraft operator. The onus is on the operator to evaluate whether the standard charges or the fixed fee plus reduced charges are most beneficial with regard to his planned training programme. Note that the reduced landing charge of £7.28 does not apply to Instrument Training (see 1.7.2.4 below).

1.7.2.2 The Company may at its discretion refuse the application from the Operator to pay the annual fee referred to in 1.7.2.1 if the Operator has failed to settle debts due under previous activities, whether these debts are due to the Company or to its handling agents.

1.7.2.3 The Company reserves the right to review General Aviation activities and applicable charges without notice.

1.7.2.4 Instrument/Night Training

The availability of Instrument Training or Night Approaches for general aviation aircraft is at the discretion of NATS through the Control Centre. Operators of home based aircraft that have elected to pay the annual fee referred to in 1.7.2.1 will be subject to a charge of £14.56 for each instrument/night training approach. All other operators are subject to a minimum charge of £52.00 for such an approach. These charges reflect the additional effort required by the Company/NATS in providing this service.

1.8 Miscellaneous Charges

1.8.1 Airside Driving permits

New permit (valid for 3 years)	£30 each
Re-issue of permit	£20 each
Unsurrendered permit	£40 each

1.8.2 Airside vehicle & equipment permits

Vehicle permit (valid for 1 year)	£300 each
Equipment permit (valid for 1 year)	£150 each

1.8.3 Security Passes

New issue of permanent pass (valid for 1 or 3 years)*	£30 per pass
Re-issue of permanent pass *	£20 per pass
New issue of temporary pass (valid for 60 days)*	£20 per pass
Re-issue of temporary pass*	£20 per pass
Replacement of first lost pass*	£50 per pass
Replacement of second lost pass*	£100 per pass
Unsurrendered pass	£40 per pass
Criminal record check (if applicable)*	£26 per individual

* payment of these charges will be required in advance

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1.8.4 Staff car parking

£310 per vehicle per year in the blue zone of the staff car park - a separate licence is required for staff car parking. Contact should be made with the finance office.

1.8.5 Fire cover

The Company does not routinely provide fire attendance on stand for re-fuelling with passengers on board the aircraft. Should an Operator require the attendance of an appliance during fuelling a charge of £200 per hour or part thereof will be applied. In the event of handling dangerous goods, the Company will be in attendance and a charge of £200 per hour or part thereof will be applied to the Operator involved.

1.8.6 Exceptional Policing Requirements

The Managing Director shall require an Operator to pay for the additional costs associated with any operation which requires an additional policing and security requirement over that normally provided at the Airport.

1.8.7 Christmas Day

The Company plans to close the Airport on Christmas Day. However, if required, the Airport can be operational on Christmas Day if it is notified of any planned movement(s) at least two months prior to Christmas Day. A premium charge of £10,000 will apply to each such movement on top of normal charges. The premium charge is payable before Christmas Day and will still apply if the flight(s) scheduled for Christmas Day is cancelled.

1.8.8 Network and Communication charges

Airspace on Airport radio system	£12 per month per radio
Rental of trunk radio (including airspace)	£35 per month
Rental of trunk radio battery charger	£2 per month
Telephone line rental	£9 per month
Analogue telephone rental	£2 per month

1.8.9 Airside Escorting

£52 per hour or part thereof per staff member

1.8.10 Filming and Photography

The carrying out of filming and photography is subject to the express permission of the Company. The costs are outlined as follows:

Set-up fee	£150
Landside	£300 per hour or part thereof
Airside	£500 per hour or part thereof

Contact the PR department on +44(0)28 9448 4035 for more details.

1.8.11 First Aid

Airport tenants and employers have a responsibility under the Health and Safety (First-Aid) Regulations (NI) to provide First Aid to all staff. First Aid assistance provided by the Company to third party staff will be charged at a rate of £75 per call out. Where the injury, illness or condition is of a life threatening nature the charge may be waived.

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1.9 Contact Details

1.9.1 Belfast International Airport Limited

Address:	Belfast International Airport Belfast, BT29 4AB
Website	www.belfastairport.com www.gatewaytobusiness.co.uk
E-mail	info.desk@bfs.aero
Business development - airlines & cargo	+44(0)28 9448 4034
Business development - property	+44(0)28 9448 4039
Operational enquiries - Control Centre	+44(0)28 9448 4401
Accounting enquiries	+44(0)28 9448 4051

1.9.2 Slot co-ordination

Airport Co-ordination Ltd (ACL)	+44(0)20 8564 0614
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1.9.3 Air Traffic

National Air Traffic Services (NATS)	+44(0)28 9448 4281
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1.9.4 Handling agents

Aviance	+44(0)28 9448 4658
Belfast Airport Handling	+44(0)28 9445 9449
Menzies	+44(0)28 9448 4488
Servisair	+44(0)28 9448 4608
Interserve (PRM contractor)	+44(0)28 9448 4957

1.9.5 Aircraft Maintenance

Woodgate Air Maintenance	+44(0)28 9448 4951
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1.9.6 Business Aviation

Eurojet	+44(0)28 9448 4936
Woodgate Executive Air Charter	+44(0)28 9448 4938

1.9.7 Fuelling

BP	+44(0)28 9448 4922
Conoco	+44(0)28 9448 4931
Woodgate Executive Air Charter	+44(0)28 9448 4938

1.9.8 Aircraft cleaning

ICS	+44(0)28 9445 3237
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1.9.9 Flight catering & Bonded store

Alpha flight services	+44(0)28 9445 3777
Gate Gourmet	+44(0)28 9442 3836

1.9.10 HM Customs

+44(0)28 9448 4538

1.9.11 UK Border Agency

+44(0)28 9442 2500

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SECTION 2 - TERMS AND CONDITIONS OF USE

NOTIFICATION

Belfast International Airport (“BIA”) is operated under the control of the board of directors of Belfast International Airport Limited, a company registered in Northern Ireland under registration number NI027630 whose registered office address is Belfast International Airport, Belfast BT29 4AB.

1. Definitions and Interpretation

1.1. Definition of Terms

“Airport”	means all land and buildings within the boundaries of BIA
“Airport Operations Centre”	means the operations centre at the Airport, details of which are contained in Section 1
“Aircraft”	means any aircraft using the Airport
“Cargo”	means any goods carried on any Aircraft whether for reward or not, including Operator (or other) stores and engineering spares
“Charges”	means the charges and amounts payable by the Operator in respect of any use of the Airport as set out in Section 1 and such other amounts as are, or may become, payable under these Conditions of Use
“Company”	means Belfast International Airport Limited, a subsidiary of TBI Ltd
“Conditions of Use”	means the terms and conditions set out in this Section 2, as varied from time to time
“Certificate of Airworthiness”	Means any validation thereof and any flight manual or performance schedule relating to the aircraft.
“Flight”	has the same meaning given to it as in the Air Navigation Order 2005
“Domestic Flight”	Means a flight where the aircraft takes off from and lands at an airport within the United Kingdom, Channel Islands or the Isle of Man with no intermediate landing at a point outside these areas, provided always that such a flight is not part of a through journey or through service to or from a point outside the United Kingdom, Channel Islands or the Isle of Man.
“International Flight”	Means all flights other than Domestic Flights.
“Diverted Flight”	Means a flight where the aircraft lands at the Airport for which the Airport was not included on the original flight plan or a flight (whether chartered or scheduled) where the aircraft lands at the Airport when it was not ordinarily time-tabled to do so. In terms of what constitutes a diverted flight the Managing Director’s decision shall be final.

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“Handling Agent”	means the handling agents licensed to provide services at the Airport as listed in Section 1
“Managing Director”	means the Managing Director of the Company or his nominated deputy
“Maximum Take-off weight (MTOW)”	means, in relation to an Aircraft, the maximum total weight of the Aircraft and its contents at which the Aircraft may take off in the United Kingdom 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 that Certificate of Airworthiness indicates a maximum total weight at which the Aircraft may taxi, that weight shall be taken to be the maximum take off weight
“Operator”	in relation to any Aircraft means the owner of the Aircraft or any person who is for the time being responsible for the control of, or is otherwise responsible for the operation of, the Aircraft
“Passenger”	means any person carried on an Aircraft with the exception of the flight crew and cabin staff operating the Flight
“TBI Group Company”	means TBI Ltd and its subsidiaries from time to time (and, where the context permits, any one of those companies)
“TBI Group Airport”	means any airport owned, operated or managed by a TBI Group Company.
“Terminal Departing passenger”	means a passenger aboard an aircraft at the time of take-off other than a Transit passenger.
“Terminal Arriving passenger”	Means a passenger aboard an aircraft at the time of landing who leaves the aircraft at the Airport on the termination of a flight, and includes a passenger who arrives at the Airport on one aircraft and departs from the Airport on another aircraft.
“Transit passenger”	means a passenger who arrives at the Airport on an aircraft and departs from the Airport on the same aircraft where such an aircraft is operating a through flight transiting the Airport, and includes a passenger in transit through the Airport who has to depart on a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable. For avoidance of doubt, this does not include passengers on a diverted flight.

- 1.2. Headings are for ease of reference only and do not affect the interpretation of these Conditions of Use.
- 1.3. These Conditions of Use shall apply to all use of the Airport by the Operator and by using the Airport the Operator is deemed to have accepted these Conditions of Use in full.
- 1.4. References to any statute, statutory instrument, regulation, by-law or other requirement of the laws of Northern Ireland is to be construed as a reference to that statute or statutory instrument, regulation, by-law or other requirement of

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the laws of Northern Ireland as the same may have been, or may from time to time be, amended or re-enacted.

- 1.5. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.6. All times referred to within these Terms and Conditions are local times at the Airport.

2. Charges and Payments

- 2.1. The Operator shall pay to the Company the appropriate Charges as may from time to time be determined by the Company (at its sole discretion) for the taking off, landing, parking or housing of Aircraft or such other supplies, services or facilities as may be provided to the Operator or its passengers or to the relevant Aircraft by or on behalf of the Company.
- 2.2. All Charges shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport, whether a demand has been made or not unless some other arrangement has been agreed in writing between the Operator and the Company.
- 2.3. The Company may, at its sole discretion, permit the Operator to pay the Charges:

2.3.1. subject to the credit facilities conditions set out in Clause 3 in accordance with terms of payment agreed in advance and in writing between the Company and the Operator; or

2.3.2. in accordance with terms for payment included in the invoice for the Charges as rendered by the Company to the Operator,

provided that if the Operator fails to make any payment in accordance with the credit facilities conditions or the terms of any such agreement or invoice, or if the Operator or any other person commences any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the Charges, all such Charges shall become immediately due and payable.

- 2.4. The Company may, in addition to the sums payable under Clause 2.1, charge interest on all such sums if the Operator fails to pay the Charges either:
 - 2.4.1. prior to leaving the Airport; or
 - 2.4.2. in accordance with the credit facilities conditions set out in Clause 3 and in accordance with the terms agreed in writing between the Company and the Operator; or
 - 2.4.3. in accordance with the terms for payment included in any invoice submitted by the Company to the Operator; or
 - 2.4.4. on the date that any Charges became immediately payable under the proviso to Clause 2.3 as the case may be;

and such interest shall be calculated from the date upon which the Charges to

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which it relates were incurred until the date of payment of the outstanding Charges (both dates inclusive) at the base rate of the Company's bank for each day that such interest is payable plus 4 per cent and such interest shall be paid at the same time as the outstanding Charges to which it relates.

- 2.5. The Operator shall be liable for all bank charges, credit card service charges and other charges levied on its transactions when making payments to the Company in respect of all Charges arising as a result of its use of the Airport. Payments shall be made without deduction and, if necessary, should be grossed up so that the full amount is remitted to the Company. Further, if the applicable law requires any taxes to be deducted before payment, the amount shall be increased so that the payment made will equal the amount due to the Company as if no such taxes had been imposed.
- 2.6. Notwithstanding an Operator ceasing to be the Operator of an Aircraft, it shall remain liable for payment of all Charges incurred as a result of the use of the Airport by that Aircraft, until such time as some other person or entity becomes the Operator of that Aircraft and pays all outstanding Charges relating thereto.
- 2.7. Neither the Company nor any other TBI Group Company shall be liable for and there shall be no reduction or exemption from any Charges by reason of the unavailability of any service, assistance or any other facilities at the Airport due to circumstances beyond its reasonable control (force majeure) including and without limitation; fire, explosion, flood, Act of God, acts of any governmental or supra-national authority, war, national emergency, riots, civil commotion, epidemic, acts of terrorism, labour disputes, strikes or lock-outs between a party and its employees, adverse weather conditions, air traffic control restrictions or availability, runway incident, mechanical and electrical failure and the exceptional diversion or landing of aircraft at the Airport, for example by reason of bad weather or traffic congestion.
- 2.8. The Company reserves the right to make additional Charges which shall be payable by the Operator in respect of Passengers and Aircraft landing at and departing from the Airport in the event that the Company incurs or becomes subject to additional expense due to new or additional requirements being introduced by any national, European or international governmental or regulatory body or due to charges being directly levied by such a body or in the event of significant and unforeseen increases in the operating costs of the Company or any other TBI Group Company.
- 2.9. The Operator shall not without the express written consent of the Company be entitled in respect of any claim the Operator may have against the Company or any other TBI Group Company (or otherwise) to make any set off against or deduction from any Charges provided for in these Conditions of Use. The Operator must pay all Charges in full pending resolution of any such claim.
- 2.10. Payment of all Charges under these Conditions of Use shall be subject to the following general conditions:
 - 2.10.1. All Charges payable to the Company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
 - 2.10.2. All AMEX payments will incur a 3.5% processing charge and all Visa / Mastercard payments will incur a 2.55% processing charge, both of which are subject to a £5.00 minimum. These charges may vary from

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time to time depending on those levied on the Company by card operators.

- 2.10.3. Credit facilities will only be extended to those operators where prior approval has been granted in accordance with the provisions of Clause 3. Where credit facilities have not been granted in advance of use of the Airport, Operators must arrange payment of all fees prior to departure. Operators are advised to contact the Airports Accounts department (see contact details in Section 1) at the earliest possible opportunity to ensure the confirmed receipt of funds before departure of any Aircraft, or close of banking business on the day, whichever is the sooner.
- 2.10.4. The Company reserves the right to vary the Charges at any time without prior notice.

3. Credit Facilities

- 3.1. Requests for the granting of credit facilities must be made in advance to the Finance Department of the Company and any decision to grant such facilities is at the Company's absolute discretion. Operators are advised to make credit requests at the earliest possible opportunity and in any event before Flights by the Operator commence. The making of a credit application does not imply that such facilities will be immediately available. Applicants will be advised in writing if the application has been approved and until such time, any Charges become due for payment at the time they are incurred.
- 3.2. Unless other arrangements have been made, the standard terms of payment are within 28 days of invoice date.
- 3.3. The Company reserves the right to require payment of a deposit or the giving of a bank guarantee from the Operator. Where the Operator wishes to have credit facilities and has not used the Airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations) or the Operator has previously been slow to settle its debts to the Company, a deposit or bank guarantee must be furnished to the Company before flights by that Operator commence. Such a deposit or bank guarantee shall be such a sum as the Managing Director shall deem appropriate at its absolute discretion. Any deposit paid to the Company, or the balance then remaining, shall be refunded to the Operator when 12 months of continuous service has been completed in respect of scheduled services in accordance with these Conditions of Use or at the end of the charter season or when the Operator ceases to operate any Flights from the Airport (whichever shall first occur), subject to the right of the Company (which is hereby reserved) to set off against any such deposit any appropriate Charges that have not been settled in accordance with the provisions of these Conditions of Use. Should payment of any Charges not be made within the credit period, or the volume of Charges prove to be higher than anticipated, the Company will require an additional amount of deposit to be paid, or a revised bank guarantee given, failing which the Company reserves the right to withdraw credit facilities with immediate effect.
- 3.4. The invoicing address shall be that supplied by the Operator at the time of requesting credit facilities and the Company's obligations in this respect will be deemed to have been satisfied provided the invoices are addressed in accordance with the information supplied. It is the responsibility of the

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Operator, therefore, to provide details of any new address in writing to the Company as necessary.

- 3.5. If payments are not made within the agreed timescale, credit facilities may be withdrawn without prior notice and action may be commenced to recover the sums due immediately thereafter. In this respect Operators are to be aware of the provisions of Article 23 of the Airports (Northern Ireland) Order 1994 and Clause 5 of these Conditions of Use regarding the recovery of Charges.
- 3.6. In the event of an Operator having a valid query on an invoice, or part of an invoice, the query should be raised within the payment timescales. If not resolved within the timescales for payment of the invoice the Operator shall not be entitled to deduct from the payment the amount relevant to the query.
- 3.7. The Company reserves the right at any time and for whatever reason upon giving notice to the Operator to vary the conditions or to cancel the credit facilities. If credit facilities are withdrawn, all monies then outstanding shall become immediately due and payable.
- 3.8. The Company reserves the right to request a renewal of the credit application annually.
- 3.9. Credit facilities will lapse should the Operator not use the Airport during the previous 12 months.
- 3.10. Credit facilities are only available where annual Charges total, or are expected to total, greater than £5,000.

4. Operations

4.1. General

- 4.1.1. No Operator shall operate to or from the Airport without prior permission. Each Operator must provide complete and accurate details of their planned schedule, in advance, to Airport Co-ordination Limited ("ACL"). Messages to ACL should ideally be in electronic format and conform to IATA messaging and communications standards. To avoid congestion in peak periods ACL may request Operators to make adjustments to their schedules.
- 4.1.2. Outside of ACL's normal working hours the Operator and Handling Agents with Online Coordination System ("OCS") accounts will be able to obtain prior permission for their own operations using this system. Operators without OCS accounts will need to contact their Handling Agent in the first instance or the Airport Operations Centre.
- 4.1.3. In the event that the Operator fails to obtain prior permission in accordance with Clauses 4.1.1 or 4.1.2, the Company reserves the right to treble the applicable tariff for landing, navigation, and parking for all flights operated without such prior permission, as set out in Section 1.
- 4.1.4. The use of the Airport is subject to:
 - 4.1.4.1. Local flying procedures as published from time to time in the AGA Section of the United Kingdom Air Pilot and NOTAMS, the Company's Aerodrome Manual, the Air Navigation Order 2005 and all applicable statutory and other legal requirements.

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- 4.1.4.2. Any orders, instructions or directions published from time to time by the Managing Director whether in writing or otherwise.
- 4.1.5. In addition to Clause 4.1.4 above, the use of the Airport by the Operator is subject to the conditions set out in this section:
 - 4.1.5.1. If in the opinion of the Company an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the Company may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots, such measures may include the Company prohibiting the Operator or particular services of the Operator from the Airport for a fixed period of time.
 - 4.1.5.2. Operators are not permitted to operate Chapter 2 aircraft at the Airport unless granted a specific exemption from Chapter 3 requirements by the UK Civil Aviation Authority in accordance with the Aeroplane Noise Regulations 1999.
 - 4.1.5.3. Operators which operate during the IATA winter season must have a de-icing contract in place with a licensed supplier. Details of de-icing suppliers can be obtained from the Company.
 - 4.1.5.4. All Operators must have a basic aircraft maintenance contract in place prior to the commencement of operations.
 - 4.1.5.5. All Operators must have in place adequate emergency orders and aircraft recovery arrangements, copies of which must be lodged with the Company prior to the commencement of operations.
- 4.2. **Information Requirements**
 - 4.2.1. Before commencing operations at the Airport the Operator should provide contact details to the Airport Operation Centre. The Operator is responsible for ensuring that the Airport Operations Centre is made aware of any changes to such contact details.
 - 4.2.2. The Operator or its Handling Agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the movements of its Aircraft at the Airport by 1000 hours on the day following each of those movements, including Aircraft registration, information about the number of terminal and transit Passengers, the volume of Cargo and mail embarked and disembarked at the Airport, and the origin and destination of all Passengers, Cargo and mail.
 - 4.2.3. The Operator or its Handling Agent shall also furnish on demand, in such form as the Company may from time to time determine, details of the MTOW in respect of each Aircraft owned or operated by the Operator and of the seating capacity of such Aircraft.

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- 4.2.4. The Operator or its Handling Agent shall also furnish without delay details of any changes in the MTOW or the maximum seating capacity in respect of any Aircraft of which it is an Operator.
- 4.2.5. Where the Operator or its Handling Agent fails to provide any information required by this Clause 4 within the relevant stipulated period, the Company shall be entitled to assess the Charges payable hereunder by the Operator by reference to the MTOW and the maximum passenger capacity of the Aircraft type. The Operator shall pay the re-calculated Charges as assessed by the Company.
- 4.2.6. The Operator or its Handling Agent shall furnish to the Company, within 7 days of a written request made by the Company, copies of Aircraft load sheets to enable verification of all details with respect to the Passengers carried on any or all Flights departing from the Airport during a specific period. This provision shall also apply to the furnishing of copies of extracts from Aircraft flight manuals to enable verification of Aircraft weight and noise characteristics. The Operator shall, following a request in writing made by the Company, produce for inspection by any person duly authorised in writing by the Company, the original copies of such documents.
- 4.2.7. The Operator of an Aircraft shall provide promptly when requested to do so by the Company a copy of the aircraft noise certificate (or other documentation acceptable to the Company) relevant to the legislation of the State of Registry of the Aircraft, or where there is no such legislation, to the International Civil Aviation Organisation Annex 16.

4.3. Ground Handling

- 4.3.1. Mandatory handling is declared for all Aircraft. Operators must have a ground handling contract in place with a Handling Agent before the commencement of operations.
- 4.3.2. Only Handling Agents licensed by the Company to its required standards are permitted to operate at the Airport.
- 4.3.3. The Company reserves the right to limit the number of providers of ground handling services in accordance with The Airports (Groundhandling) (Amendment) Regulations 1998. No such service may be provided by the Operator or any third party on its behalf other than with the prior written permission of the Managing Director, such permission to be at the Managing Director's absolute discretion.
- 4.3.4. The Operator or its appointed Handling Agent is to ensure that adequate ground handling equipment and personnel holding the appropriate licences are available to ensure that the Operator's Aircraft can be moved at any time if so requested by the Company. Such request will normally be made verbally as part of day to day operations but at any time the Company may make a formal request for any Aircraft to be moved, such formal requests being satisfied by a letter delivered to the appointed Handling Agent or transmitted by facsimile similarly addressed. In the absence of any appointed Handling Agent, such notice will be addressed to the Operator.

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- 4.3.5. Once a formal request has been made as indicated in Clause 4.3.4 Aircraft Parking Charges as set out in Section 1 will accrue from the time specified in the request at a rate of ten times the applicable parking Charge until such time as the Operator or its appointed Handling Agent has satisfied the request to move the Aircraft.
- 4.3.6. The employment of a Handling Agent will not absolve the Operator from any liability under these Conditions of Use. Neither the Company nor its servants or agents shall be liable for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the activities of the Operator's appointed Handling Agent.
- 4.3.7. The Operator shall publish a policy for the safe and expeditious handling of its Passengers when escorted between the Terminal building and the Operator's Aircraft and vice versa. When an Operator delegates his responsibility to an appointed Handling Agent, the Operator shall specify a minimum standard of performance expected of the Handling Agent together with documented monitoring and audit procedures. The appointed Handling Agent shall be directed by the Operator to conduct the relevant risk assessments and to make available documented procedures which specify the control measures that must be exercised. The Operator shall make available to the Company such information as specified in this Clause 4.3.8 at its reasonable request.
- 4.3.8. The European Parliament and the Council of the European Union have issued a regulation setting out the rights of disabled persons and persons with reduced mobility when travelling by air. EC No 1107/2006 (the "PRM Regulation") covers all aspects of the provision of assistance and will ensure that disabled persons and persons with reduced mobility have opportunities for air travel comparable to those of other citizens. The Company is complying with the PRM Regulation by employing a contractor which will be responsible for providing services to assist disabled persons and persons with reduced mobility. The Operator or its Handling Agent shall provide to this contractor (within the notice period set out in the contractor's service level agreement) details of arriving or departing Passengers who will require the contractor's assistance.

4.4. Health and Safety

- 4.4.1. Operators are required to provide demonstrable evidence of compliance with all prevailing Health and Safety legislation. This includes, inter alia, :-
 - 4.4.1.1. A company policy document on health and safety with regard to operations and activities conducted in common workplace areas. This includes leased facilities in the terminal building, departure lounges and apron areas.
 - 4.4.1.2. An organisational structure which clearly shows the roles and responsibilities of the Operator's managers in the performance of health and safety.
 - 4.4.1.3. Method statements for the performance of operations and activities in common areas. This is required whether or not activities have been sub-contracted to a third party.

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4.4.1.4. Risk assessments for the above, clearly showing a numerical method of assessing risk for each activity, control measures applied and a process for review.

4.4.1.5. Procedure for the monitoring and auditing of the above.

4.5. Incidents

When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence the 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, and the Operator hereby indemnifies the Company or its agents against all damage, claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove, rescue or salvage the Aircraft and undertakes to pay the Company any resultant costs, damages or losses (consequential or otherwise) relating to the incident.

4.6. Parking

With the exception of land subject to a lease granted by the Company, the parking of any Aircraft on or at the Airport will take place under the control of, and at the discretion of, the Company having regard to operational commitments at the time. The Company reserves the right to require any Aircraft to be parked in any appropriate place, which may not necessarily be a predetermined parking stand, and the Charges will apply wheresoever the Aircraft parks on or at the Airport.

5. Aircraft Detention

5.1. Without prejudice to its statutory rights pursuant to Article 23 of the Airports (Northern Ireland) Order 1994 or to any other right or remedy of the Company (statutory or otherwise), so long as any Aircraft, its parts or accessories, shall be situated at the Airport (or situated upon any land within the Airport allotted by or rented from the Company), the Company shall have a continual lien both particular and general upon the Aircraft, its parts and accessories, for all Charges of whatsoever nature and whensoever incurred, which are due and payable to the Company in respect of the Aircraft or in respect of any other Aircraft of which the Operator of that Aircraft is the Operator at the time when the lien is exercised, and all such charges shall be deemed to be in default for the purposes of Article 23 of the Airports (Northern Ireland) Order 1994 from the date incurred until payment in full is made. Without prejudice to the rights of the Company to detain the Aircraft (whether pursuant to these conditions, the said Article 23 or otherwise) the said lien shall not be lost by reason of the Aircraft departing from the Airport but shall continue to be exercisable at any time when the Aircraft is situated at any TBI Group Airport so long as any of the Charges, regardless of when they were incurred remain unpaid.

5.2. The Operator agrees and acknowledges that the Company shall be entitled to exercise the rights of detention set out in Clause 5.1 above at the Airport should the Operator be in default of its payment obligations to any TBI Group Company.

5.3. If payment of any such Charges as are referred to in Clauses 2.1 are not made to the Company or, in the case of Clause 5.2, to the relevant TBI Group Company, within 56 days after a letter demanding payment thereof has been sent to the registered owner of the Aircraft at any place at which it carries on business, the

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Company shall be at liberty from time to time and in such manner as it shall think fit, to sell (subject to the leave of the Court), remove, destroy or otherwise dispose of the Aircraft, and any of its parts and accessories in order to satisfy any such lien. The powers referred to in this Clause 5 are exercisable by the Company without prejudice to any other power granted by statute or otherwise.

- 5.4. In the event that the Operator (being a person or persons) shall commit any act of bankruptcy or a receiving order shall be made against the Operator or (in the case of the Operator being a company) an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of the Operator or for the purposes of an administration of the Operator or if the Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with the creditors of the Operator or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy, then non-payment of any Charges which have been incurred as at that date thereof shall be deemed to be a default of payment for the purposes of Article 23 of the Airports (Northern Ireland) Order 1994.

6. Liability & Indemnity

- 6.1. Nothing in these Conditions of Use shall exclude or restrict the Company's liability for fraud, death or personal injury caused by its negligence or to the extent the same may not be excluded or limited as a matter of law.
- 6.2. Neither the Company nor any other TBI Group Company, nor their servants or agents, shall be liable to the Operator:
- 6.2.1. for loss of or damage to any Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of landing or taking off at the Airport or being removed or dealt with by the Company in the event of sale or detention of such Aircraft in accordance with the relevant legislation or under these Conditions of Use, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result.
- 6.2.2. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
- 6.2.2.1. any direct or indirect loss of profits; or
- 6.2.2.2. any indirect, special, incidental, consequential loss or loss of revenue, business contracts, anticipated savings or profits suffered by an Operator,
- even if such loss was reasonably foreseeable or the Company (or any other TBI Group Company) had been advised of the possibility of the Operator incurring it.
- 6.2.3. for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property on or at the Airport. Without

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prejudice to the generality of the foregoing, neither the Company nor any other TBI Group Company shall be liable to the Operator or to any other person in respect of any claims made or compensation payable to any persons for delays in or cancellations to aircraft departures or arrivals including under EC Regulation No. 261/2004 (Regulation on Denied Boarding and Cancellations or Long Delays) or in respect of any direct or indirect loss of the Operator in connection with such delay or cancellation.

- 6.3. The Company gives no warranty as to the continued 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 or any part thereof without incurring any liability to the Operator.
- 6.4. The security of the Operator's Aircraft and all its contents shall at all times be the sole responsibility of the Operator who shall take such steps as it believes are appropriate to restrict unauthorised access to, or unauthorised use of, the Operator's Aircraft and its contents.
- 6.5. Subject to Clause 6.1, the maximum liability of the Company (and any other TBI Group Company) arising under or connection with these Conditions of Use, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any event exceed in respect of any calendar year, an amount equal to the total Charges payable by the Operator to the Company pursuant to these Conditions of Use in respect of that calendar year.

7. Insurance

- 7.1. The Operator shall maintain in force at all times whilst using the Airport substantial appropriate insurance cover (by reference, in particular, to the responsibilities of the Operator set out in Clause 6 above).
- 7.2. Without prejudice to the generality of Clause 7.1, the Operator shall 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 Operator in a sum which shall at no time be less than the minimum levels of insurance set out in "Regulation (EC) No 785/2004 of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators", or such higher amount as the Company may reasonably specify. The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence or series of occurrences arising out of one event but shall be without 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.
- 7.3. All operators 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 Airport Manual or any other such documents as from time to time issued by the Company in its absolute discretion. Motor insurance (as a minimum third party only) shall be maintained in respect of all vehicles operated at the Airport and such insurance cover shall at no time be less than £50 million in respect of any one incident.
- 7.4. Operators shall produce to the Company or its duly authorised representative, on demand, sufficient documentary evidence of such insurance policies. Further the

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Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause 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.

8. General

- 8.1. The Company reserves the right to amend, vary or rescind any or all of the Charges and Conditions of Use at any time.
- 8.2. If any provision of these Conditions of Use is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions shall not be affected in any way.
- 8.3. Clause 5 of these Conditions of Use confers a benefit on other TBI Group Companies which is specifically intended to be enforceable by other TBI Group Companies by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 8.4. No failure or delay by the Company to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or as a waiver of a preceding or subsequent breach.

9. Law & Jurisdiction

These Conditions of Use shall be governed by and construed in accordance with the laws of Northern Ireland and the Company and the Operator irrevocably submit to the exclusive jurisdiction of the Northern Ireland Courts in relation to any dispute or matter arising in connection with these Conditions of Use or the Operator's use of the Airport.