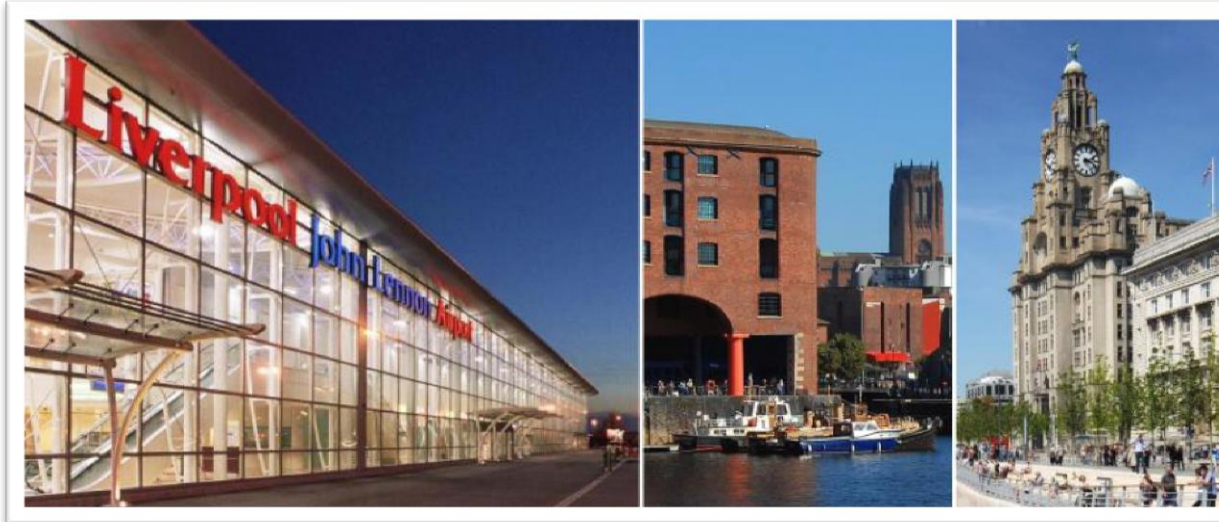


Schedule of Charges and Terms and Conditions of Use

1 April 2017 – 31 March 2018



Welcome to the 2017/18 edition of Liverpool John Lennon Airport's Schedule of Charges & Terms and Conditions of Use. This document provides you with all the information necessary to operate services at the Airport.

Liverpool John Lennon Airport was one of fastest growing airports in the UK during 2016, with growth of 11.4% carrying an additional 500,000 passengers, with over 4.8 million passengers using the airport in 2016.

With over 65 scheduled short haul routes, Liverpool Airport serves a city region population of over 1.6 million people. Over 56 million tourists visited the city during 2016, whilst the economy is the fastest growing economy outside London. 2016 saw the opening of the new convention centre, with Liverpool now home to the largest conference and exhibition centre in the UK, providing significant new potential for the conference tourism market.

There are 45,000 registered business in the Liverpool City Region, with over 7 million people within a 90 minute drive of the airport. Liverpool also opened the Superport in 2016 allowing a significant potential for increased cargo and logistics into the city serving Northern England.

The Air Service Development team can be contacted directly at aero@liverpoolairport.com

1. LIVERPOOL JOHN LENNON AIRPORT CHARGES AND TERMS AND CONDITIONS

This document sets out Liverpool Airport Limited's ("the Company") terms and conditions of use ("the Terms") and the charges that will apply from 1 April 2017 until 31 March 2018 inclusive (each a 'Charge'). The Charges stated herein are exclusive of any value added tax which shall be chargeable at the prevailing rate from time to time.

The Company reserves the right at any time to amend, vary or discharge these Terms upon giving notice.

The Company reserves the right to review the Charges, the application of the Charges and/or the qualifying conditions in respect of the Charges and/or any rebate and/or incentive from time to time.

CONTACT DETAILS

o OUT OF HOURS ENQUIRIES

Airport Duty Manager

TEL: +44 (0) 7810 558 278

EMAIL: adm@liverpoolairport.com

o PAYMENT ENQUIRIES

LPL Finance Department / Revenue Accountant

TEL: +44 (0)151 907 1613

EMAIL: aero@liverpoolairport.com / dwright@liverpoolairport.com

1.1 Runway Charges on Landing

The runway Charge on landing is payable for all arriving aircraft and is assessed on the basis of the Maximum Take-Off Weight in tonnes.

Aircraft Weight Category	Rate
Up to 3 tonnes	£12.00 per 0.5 tonne or part thereof
Over 3 tonnes up to 10 tonnes	£23.00 per tonne or part thereof
Over 10 tonnes	£21.35 per tonne of part thereof

Navigation services at the Airport are provided by the Company, the Charges for which are incorporated into the runway Charge on landing.

1.2 Aircraft Parking Charges

The aircraft parking Charge is payable for each uninterrupted period of parking on the Airport and is assessed on the Maximum Take-off Weight of the aircraft and the time it is parked.

The aircraft parking Charges will be calculated by reference to the total number of days or part days that the Aircraft has been parked on areas designated at the Airport. These Charges will apply whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.

The Charge applies from Time of Landing to Time of Take Off and is calculated per 24 hours or part thereof. The first 2 hours are free.

The Airport Operations Director, or their nominated deputy, may at any time order an aircraft Operator either to move a parked aircraft to another position or remove it from the Airport for safety or operational reasons. Failure to comply with the order within the period specified will render the Operator liable to a special charge which will be notified to the aircraft Operator at the time of the request to move the aircraft.

No aircraft will be accepted for long term parking (greater than 48 hours) unless agreement has been obtained in writing from the Airport Operations Director or their nominated deputy.

Aircraft Parking Daily Rates	Rate
Up to 3.5 tonnes	£2.90 per 0.5 tonne or part thereof
Over 3.5 tonnes up to 10 tonnes	£21.50
Over 10 tonnes up to 20 tonnes	£41.00
Over 20 tonnes	£2.00 per tonne or part thereof

1.3 Passenger Charges - charged per departing Passenger

Exemptions from the passenger Charges

- o Children under 2 years are exempt from Passenger Charges;
- o People on aircraft not operated for hire or reward.

1.3.1

Passenger Charges	Rate
Domestic	£6.90 per departing Passenger
International	£17.00 per departing Passenger

1.3.2

Passenger Security Charge	Rate
Applies to ALL Passengers	£3.52 per departing Passenger

1.3.3

CAA Charge for Aviation Security (effective from 1st May 2014)	Rate
Applies to ALL Passengers	£0.053 per departing Passenger

1.3.4

Hold Baggage Screening	Rate
Labour and equipment charge	£0.89 per departing Passenger

1.4 Passenger Charges - Levied On the Handling Agent

Applies to all Departing Passengers	Rate
Luggage Sortation	£0.30 per departing Passenger
Check In Desk Usage	£0.20 per departing Passenger

1.5 Cargo throughput Charge

Cargo throughput Fees	Rate
Ramp Throughput Charge	£0.04 per kilogramme
Minimum Charge	£27.00

1.6 Training Charges

Operators wishing to undertake training without approved credit facilities must obtain approval for the type and duration of the training and make payment in advance.

Training flights by non-based operators must be approved by the Company prior to such training taking place. The Company reserves the right to decline or suspend training if in its opinion such training is not considered to be in the best interests of the operation.

For availability and booking enquiries please contact ATC on: **+44 (0)151 907 1531**.

For credit facilities and payments please contact LPL Finance Dept. on: **+44 (0)151 9071613** or dwright@liverpoolairport.com

Touch and Go or Go Around
The first Touch and Go or Go Around charged at full landing rate and each subsequent Touch and Go or Go Around will be charged at 25% of the published landing Charge.

1.7 Additional Passenger Charges

1.7.1 Passenger with Reduced Mobility (PRM) Charge

The Company is required to provide PRM services in accordance with legislation.

The Company shall provide (whether by itself or its sub contractors) a service for all disabled persons and persons with reduced mobility from the designated point of arrival at the Airport to the aircraft and from the aircraft to a designated point of departure from the Airport. For the purpose of this paragraph the persons entitled to benefit from this service are as defined in Regulation (EC) No 1107/2006.

The Operator shall pay the appropriate Charge (PRM Charge) to the Company in respect of the Company providing the service to such persons. The PRM charge is payable for each Passenger.

Applies to all Departing Passengers	Rate
PRM Charge	£0.32 per Departing Passenger

1.7.2 Policing Charge

The Company is required to provide policing services at the Airport in accordance with the Policing and Crime Act 2009. A policing Charge is payable for each Passenger.

In addition to the policing Charge below, where any flight imposes an additional policing requirement over and above the services normally provided at the Airport, the Airport Operations Director, or their nominated deputy, may require the Operator to pay a charge equivalent to the additional identified cost of policing that flight.

Applies to all Departing Passengers	Rate
Policing Charge	£0.29 per departing Passenger

1.8 Fire Category Upgrade

The Company is able to provide fire cover up to and including Fire Category 9.

Fire Category	Rate
Category 8 Upgrade	£345.00 per hour or part thereof
Category 9 Upgrade	£510.00 per hour or part thereof

Cancellation Costs
If an Operator requests a Fire Category Upgrade and then subsequently gives fewer than 6 hours' notice of cancellation, the operator will incur 50% of the costs of the fire category provision being cancelled.

1.9 Diversions

For all diverted flights, standard runway Charges on Landing (1.1) and Aircraft Parking Charges (1.2) will apply unless agreed otherwise by prior written agreement between the Operator or airline and the Director of Air Services Development of the Company.

2. ANCILLARY CHARGES & ADDITIONAL SERVICES

The Company is able to provide the following services on request. Please contact the Airport's Operations Team on **+44(0)7810 558 278** unless otherwise stated.

2.1 VEHICLES AND SPILLAGE CLEANING COSTS

2.1.1 Vehicles and Operations Staff

Vehicles and Accompanied Driver	Rate
Passenger Cobus Bus	£89.00 per hour or part thereof
John Deere Tractor	£280.00 per hour or part thereof
Hi-Loader	£105.00 per hour or part thereof
Fork Lift	£54.00 per hour or part thereof
Operations Staff / Vehicle Escort	£64.00 per hour or part thereof

2.1.2 Spillages / Cleaning Costs

Airlines, operators and handling agents, tenants or concessionaires causing or allowing pollution and/or failing to report pollution may have to pay the cost of cleaning up or repairing any damage caused by them, their employees or their sub-contractors and/or agents.

Cleaning/Spillage Clean Up Costs	Rate
Sweeper/Tenant Cleaning Vehicle only	£82.00 per hour or part thereof
Minimum Spillage Clean-up Costs	£322.50 per hour or part thereof
Minimum Spillages requiring ERS attendance	£572.50 per hour or part thereof

2.2 EMERGENCY RESPONSE SERVICES (ERS)

There is no charge in respect of fire vehicles attending emergencies.

ERS Services	Rate
Fuel Standby attended by ERS	£300.00 per hour or part thereof

2.3 AIRCRAFT WASH STAND

For availability and booking enquiries please contact Airfield Operations on:
+44 (0)151 907 1551.

Aircraft Washstand	Rate
Charge for Washstand use	£60.00 per hour or part thereof

2.4 HANGARAGE/ACCOMMODATION CHARGES

The Company has a range of facilities available for our service partners to rent. Use of Hangars and/or accommodation at the Airport is available on an ad-hoc or long term basis. For more information, please contact the Airport's Commercial Department on property@liverpoolairport.com

2.5 WASTE CHARGES

2.5.1 Aircraft Waste Disposal

A fixed charge for the use of the Company's waste management services to remove aircraft waste is applicable to Airport based cleaning operators.

Aircraft Waste Disposal	Rate
Annual Charge	£6,375.00

2.5.2 Other Waste Disposal

All Charges are available upon request. Please contact the Environment Department for further information and applicable Charges on: **+44 (0)151 907 1638**.

WASTE DISPOSAL
Disposal of large and small electric appliances, IT and telecomm equipment, consumer equipment, lighting equipment, electrical and electronic tools, monitoring/control instruments, medical devices, automatic dispensers.
Disposal of general airfield waste, office waste, catering waste, retail waste.

2.6 PASSES AND PERMITS:

All employees working at the Airport are required to be in possession of a valid pass/identity documents. Each pass has a validity of three years. The Airport Pass Office is open 08:00 - 16:30 Monday – Friday or can be contacted by telephone on: **+44 (0)151 907 2103** or email passoffice@liverpoolairport.com.

Staff Passes	Rate
60 day or full 3 year pass (new/renewal)	£82.00
Landside only identity card (new/renewal)	£82.00
GA Site only identity card (new/renewal)	£82.00
Failure to Return ID Card	£50.00
Change of Details/Amendments	£20.00

Other Passes and Permits	Rate
1-5 Day Accompanied pass (>48 hrs notice)	£11.00
1-5 Day Accompanied pass (< 48 hrs notice)	£22.00
Contractor identity card (12 months)	£36.00
Tool/Equipment permit card	£20.00
Security report upon request	£20.00 per report

2.7 AIRSIDE VEHICLE PERMITS (AVP)

All vehicles on the Airport airside must display a valid AVP issued by the Airports Motor Transport Department which can be contacted on: **+44 (0)151 907 1574**.

Airside Vehicle Permits (AVP)	Rate
Full AVP (Valid for 12 months)	£41.67
Temporary AVP (Valid for 1-5 days)	£20.00

2.8 EXCEPTIONAL OPERATIONAL REQUIREMENTS

Where a flight imposes operational constraints, the Airport Operations Director, or their nominated deputy may require the operator to pay an additional charge.

2.9 DE-ICING

Operators using the Airport during the winter schedule must have a contract in place for de-icing of their aircraft with an approved supplier, where a flight is diverted to the Airport and the Operator does not have a contract the Airport will provide services subject to payment of the appropriate charges.

2.10 TRAINING COURSES AND TRAINING CENTRE ROOM HIRE

For availability and bookings enquiries for the following training courses please contact the Corporate Support Administrators at the Airport on: **+44 (0)151 907 1622**.

Training Courses	Rate
Airside Driving Permit CAT A	£112.50 per attendee
Airside Driving Permit CAT M	£75.00 per attendee
No Shows following Booking Request	Charged at Full Rate

For availability and bookings enquiries for the following ERS Training Courses please contact the ERS Station at the Airport on: **+44 (0)151 907 1581**.

ERS Training Courses	Rate
½ Day Fire Awareness – up to 3 attendees	£62.50 per attendee
½ Day Fire Awareness – 4 to 6 attendees	£58.33 per attendee
½ Day Fire Awareness – 7 to 12 attendees	£50.00 per attendee
Full Day Fire Awareness – up to 3 attendees	£100.00 per attendee
Full Day Fire Awareness – 4 to 6 attendees	£91.67 per attendee
Full Day Fire Awareness – 7 to 12 attendees	£83.33 per attendee
Fire Marshall Training – up to 3 attendees	£62.50 per attendee
Fire Marshall Training – 4 to 6 attendees	£58.33 per attendee
Fire Marshall Training – 7 to 12 attendees	£50.00 per attendee
Manual Handling (2 Hrs) – up to 10 attendees	£25.00 per attendee
Manual Handling (2 Hrs) – 11 or more attendees	£20.83 per attendee

3. DISCOUNTS

The Company welcomes longer term agreements with Operators and as such Operators may apply to the Company for discounts for the operation of new services to new destinations or for increased frequencies to existing destinations. Such discounts need to be agreed in writing with the Company prior to the commencement of services.

The granting of all discounts and payment methods required shall be at the total discretion of the Company.

4. PAYMENT TERMS

- 4.1 Charges are payable in advance on demand of proforma invoice and, in any event, before the aircraft departs from the Airport unless the Operator has agreed credit facilities with the Company. In which case charges are payable within 30 days of the date of invoice (or within such other credit period as may be agreed in writing). Credit facilities will only be extended to operators where prior written approval has been granted by the Company. Application for credit facilities will be considered by the Airport Finance Department.
- 4.2 The Operator shall pay the appropriate Charges as amended from time to time. The Operator shall also pay the appropriate charges for any supplies, services or facilities provided to them or to the aircraft at the Airport by or on behalf of the Company; the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) by those as may from time to time be determined by the Company. All Charges shall be payable to the Company on demand and subject to clause 4.3, whether a demand has been made or not, before the aircraft departs from the Airport.
- 4.3 The Company may, at its sole discretion, permit the Operator to pay the charges referred to in clause 4.2 either:
- a) in accordance with terms for payment agreed in advance and in writing between the Company and the Operator; or
 - b) in accordance with terms for payment included in the invoice for such charges rendered by the Company to the Operator.

Provided that if the Operator fails to make payment in accordance with the terms of any such agreement or the terms of any such invoice or if the Operator or any other person commence any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the sums due under clause 4.3 all such sums shall become immediately payable.

- 4.3 The Company may in addition to the sums payable under these Terms charge interest on all such sums if the Operator fails to pay such sums, as follows:
- a) prior to leaving the Airport;
 - b) in accordance with terms agreed in writing between the Company and the Operator;
 - c) in accordance with the terms for payment included in any invoice submitted to the Operator; or
 - d) on the date that any sums became immediately payable pursuant to clause 4.2;

as the case may be and such interest shall be calculated from the date upon which the charges to which it relates were incurred until the date of payment of the charges (both dates inclusive) at the base rate of Barclays Bank plc., or each day that such interest is payable plus 2% and such interest shall be paid at the same time as the charges to which it relates. Such interest shall be payable in addition to the Charges.

- 4.4 For scheduled services and any programmed charter service, the Company may require adequate security to be provided for the payment of Airport charges estimated to be payable for a period of up to six months in respect of such services prior to such services commencing.
- 4.5 Time for payment shall be the essence of these Terms.

5. OPERATIONS

- 5.1 The Operator or its appointed handling agent shall furnish to the Company or to such other company as the Company may direct, in such form as the Company may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the Airport within 24 hours of each of these movements, including information about the number of terminal arriving, departing and transit passengers and the volume of cargo and mail embarked and disembarked at the Airport, together with the name and address of the Operator who is to be invoiced.
- 5.2 The Operator or its appointed handling agent shall also furnish on demand, in such form as the Company may from time to time determine, details of the Maximum Total Weight authorised in respect of each aircraft owned or operated by the operator.
- 5.3 The Operator or its appointed handling agent shall also furnish without delay details of any changes in Maximum Total Weight authorised in respect of each aircraft owned or operated by the Operator.
- 5.4 The Operator or its appointed handling agent shall furnish to the Company, within 28 days of 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 that Airport during a specified 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.
- 5.5 Where the Operator or its handling agent fails to provide the information required by these Terms within the period stipulated herein, the Company shall be entitled to assess the Charges payable hereunder by the Operator by reference to the Maximum Total Weight authorised and the maximum passenger capacity of the aircraft type. The Operator shall pay the charge assessed by the Company.

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- 5.6 The Operator shall not without the written consent of the Company be entitled to make any set-off against or deduction from the Charges provided for in these Terms. The Operator must pay such charges in full pending resolution of any claim.
- 5.7 In the interests of safety and managing performance standards, each Operator and airline will, as a condition of operating at the Airport, only contract with handling agents who have entered into the Company's ground handling licence ("the Licence"). The Licence contains the Company's requirements for operating ground handling services at the Airport and when signed on behalf of the handling agent and the Company confirms that those requirements are in place.
- 5.8 The use of the Airport is subject to the following conditions:
- 5.8.1 Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and
- 5.8.2 Compliance with Airport Byelaws, instructions orders as published from time to time by the Company, the Civil Aviation Authority, the DfT and BorderForce.
- 5.9 All Operators shall comply with all reasonable instructions, orders and directions of the Company from time to time.
- 5.10 Nothing in these Terms shall limit or exclude the Company's or a Group Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability that cannot be excluded by law.
- 5.11 Subject to clause 10, the Company and the Group Companies shall not be liable to the Operator, the airline or handling agent whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the use of the Airport for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.

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- 5.12 Subject to clause 5.10, the Company's and the Group Companies total liability to the Operator, airline and handling agent, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of the Airport, shall be limited to 100% of the total Charges paid by the Operator in the 12 months prior to the event given rise to the claim.
- 5.13 Neither the Company, nor any Group Company nor its respective employees, servants or agents shall have any liability arising from any costs, claims, damage or loss to any aircraft, its parts or accessories or any property contained in the aircraft at any time howsoever arising including but not limited to liability resulting directly or indirectly from any act, omission, neglect or default on the part of the Company or any Group Company or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 5.14 The Company will not be liable for any loss incurred due to Airport ceasing operations and the Company does not guarantee the continued use or operation of the Airport and it may at any time restrict access of the public to the Airport without incurring any liability whatsoever to the Operator in respect of any consequent disturbance or any loss referred to in clause 5.11.

6. Insurance

- 6.1 Each Operator, airline and handling agent is, in addition to and without prejudice to the indemnities contained in the Terms, prior to the provision of service / operations at the Airport, required to:
- a. take out and maintain a policy in respect of comprehensive legal liability insurance covering the liability of the Operator, airline or handling agent covering all claims, including all airside locations / activities and for personal injury to or death of persons, damage to property including airside motor vehicle operation, war and terrorism cover all arising out of or in the course of or by reason of the supply of the operations / services and which insurance shall cover any legal liability which may be incurred by the Operator, airline or handling agent or any of its employees or agents in respect of any Loss or Damage to any property (whether real or personal to whomsoever belonging and including any financial or consequential loss) of whatever nature and howsoever arising in connection with the operations / services;
 - b. ensure that the actual level of insurance cover purchased is at a level which will be determined according to type / location of the operation / service to be provided and will be advised to the Operator, airline or handling agent on request but in any event the insurance shall fall within the following bands:
 - (i) not less than £50,000,000 GBP (fifty million pounds) public liability including Airside unless an alternative limit has been agreed by the Company subject to type / location of operation / service;

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- (ii) unlimited liability in respect of non-airside private motor vehicle bodily injury / private motor vehicle property damage;
 - (iii) not less than £5,000,000 GBP (five million pounds) commercial vehicle third party property damage;
 - (iv) not less than £10,000,000 GBP (ten million pounds) employers' liability.
- 6.2 The minimum sums insured shall apply in respect of any one occurrence or series of occurrences arising out of one event but unlimited during the period of the policy.

7. Authority to Board Aircraft

The Company, its employees, or agents shall have the authority to board any aircraft at the Airport for any purpose connected with the operation of the Airport and may require any Operator to pay any costs incurred by it in doing so.

8. Recovery/Removal of Aircraft

- 8.1 The Company shall have the right to remove or require the removal of any aircraft from any part of the Airport where that aircraft is, in the reasonable opinion of the Airport Operations Director, in any way impeding the safe and efficient operation of the Airport. This includes the removal of an aircraft from any aircraft parking stand where in the opinion of the Company the removal of that aircraft will enable a more efficient Airport operation.
- 8.2 The obligation to remove any aircraft is an obligation of the Operator of that aircraft who shall take steps to remove any such aircraft immediately upon receiving written notice ("Notice") from the Airport Operations Director or nominated representative requiring such removal. Should an airline, Operator or handling agent refuse to comply with a reasonable request to move the aircraft for the purposes of 14.1, the Company shall be entitled to charge an additional charge of eight times the published Runway Charge on Landing applicable to the aircraft type.
- 8.3 If the Operator is unable to comply with a Notice the Operator may request the Company to carry out the removal. The Operator hereby waives its rights against the Company and its Group Companies and the Company hereby excludes any liability for loss or damage caused to the aircraft by such removal other than any which is properly attributable to the willful misconduct of the Company.
- 8.4 The Company reserves the right at its discretion to carry out such aircraft removal where in the opinion of the Airport Operations Director time is insufficient to submit a Notice pursuant to clause 8.2 and safety at the Airport is at risk.
- 8.5 The Operator shall fully and effectively indemnify and hold harmless the Company and its Group Companies from and against any and all losses, damage, costs, liabilities and expenses suffered by the Company or any Group Company or incurred by the Company in carrying out such removal and including any liability for loss or damage to property

and/or in respect of bodily injury (including death) which may be made against the Company howsoever incurred as a result of any removal or failure to remove an aircraft pursuant to clauses 8.2, 8.3 and clause 8.4.

9. LIEN

9.1 Under section 88(1) of the Civil Aviation Act 1982 the Company is entitled to detain and sell aircraft in respect of Charges. Section 88(1) provides as follows:

“Where default is made in payment of airport charges incurred in respect of any aircraft at an aerodrome to which this section applies the aerodrome authority may (subject to the provisions of this section):

(a) detain pending payment either:

(i) the aircraft in respect of which the charges were incurred whether or not they were incurred by the person who is the operator of the aircraft at the time when the detention begins; or

(ii) any other aircraft of which the person in default is the operator at the time when the detention begins; and

(b) if the Airport Charges are not paid within 56 days of the date when the detention begins; sell the aircraft in order to satisfy the charges”.

9.2 For so long as the aircraft, its parts and accessories shall be at the Airport or upon any land within the Airport allotted by or rented from the Company or any Group Company, the Company shall have a continual lien both particular and general for all Charges of whatsoever nature and whensoever incurred in respect of that Aircraft (whether or not they were incurred by the person who is the Operator at the time when the lien is exercised), or in respect of any other Aircraft of which the person in default 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 section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made. The said lien shall not be lost by reason of the Aircraft departing from land in control of the Company or any Group Company but shall remain exercisable any time the Aircraft has returned to and is upon any such land so long as any of the said Charges whether incurred before or after such departure, remain unpaid.

10. General

10.1 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

(b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if

sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

10.2. A waiver of any right or remedy under the Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.3 Other than Group Companies who may enforce these Terms as if a party to them, these Terms do not give rise to any rights pursuant to The Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.4 Except as set out in these Terms, no variation of the Terms shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

10.5 The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Appendix 1

1. Definitions and Interpretation

- 1.1 Words denoting the singular number only shall include the plural and vice versa.
- 1.2 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and all statutory instruments made pursuant to it.

‘Group Company’ means ‘in relation to the Company, the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company. Each company in a Group is a Group Company.

‘Maximum Take Off Weight’ in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take off anywhere in the world in the most favorable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.

‘Operator’ in relation to an aircraft, means the person for the time being having the management of that aircraft.

‘Passenger’ means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

‘Passenger with Reduced Mobility’ means any arriving or departing passenger with reduced mobility or other disability as defined by Section 6 of the Equality Act 2010.

‘Time of Landing’ means the time recorded by Air Traffic Services as the time of touch down of an aircraft.

‘Time of Take-Off’ means the time recorded by Air Traffic Services as the time when the aircraft is airborne.

‘Touch and Go or Go Around’ means flights which use ATC equipment, nav aids or lighting which do not Land