



EAST MIDLANDS AIRPORT
**Schedule of Charges and
Terms & Conditions of Use**

1 April 2017 to 31 March 2018

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PART OF M.A.G

HELLO

It's an exciting time here at East Midlands Airport.

Part of MAG, we currently welcome over 4.5 million passengers through the airport with our partners Ryanair, Jet2, Thomson, Thomas Cook, Flybe, bmi Regional, Aurigny and numerous tour operators.

Currently serving a growing list of destinations, we're proud to be able to send people to Orlando, Cancun, New York, and the Caribbean as well as to Brussels, Berlin and Milan.

With our retail and restaurant offering now including Starbucks and Cloud Spa alongside favourites, WDF, Frankie & Benny's and WHSmith, our passengers are met with a great experience every time they travel through East Midlands Airport.

And our cargo operation continues to grow too with 325,000 tonnes of freight entering or leaving the airport in the last year, thanks to our 365/7/24 operation and close links to major UK roads.

We wish you a prosperous 2017/18 and look forward to working with you.

Thanks,
East Midlands Airport

EAST MIDLANDS AIRPORT CHARGES

FINANCIAL YEAR 2017/18

This document sets out East Midlands Airport Limited's Terms and Conditions of Use ('the Terms') and the Charges that will apply from 1st April 2017 to 31st March 2018 ('the Period') unless the users are notified otherwise by East Midlands International Airport Limited ('the Company').

The provisions in Sections 1 to 18 inclusive are strictly subject to the Terms contained in Sections 19 and 20.

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1. Passenger Aircraft (Air Transport Movements)

1.1 Passenger Aircraft Air Traffic Service (ATS) Charges

- 1.1.1 Aircraft will be charged £2.48 per tonne or part thereof on departure.
- 1.1.2 An additional charge of 25% of the ATS charge applies to all departing passenger Aircraft between 23:30-06:00 local time that fall into QC categories above QC2.

1.2 Passenger Aircraft Runway Charge

- 1.2.1 Aircraft will be charged £10.41 per tonne or part thereof on departure.
- 1.2.2 An additional charge of 25% of the Runway Charge applies to all departing passenger Aircraft between 23:30-06:00 local time that fall into QC categories above QC2.
- 1.2.3 QC8 and QC16 Aircraft movements must not be scheduled between the hours of 23:00-07:00 local time. QC8 and QC16 Aircraft movements between these times will only be permitted in exceptional circumstances and require the prior permission of the Company. Such movements will incur a surcharge of:

QC8	£5,000 per movement
QC16	£10,000 per movement

1.3 Passenger Aircraft Parking Charge

- 1.3.1 First two hours free of charge, thereafter:
£0.33 per tonne MTOW per hour or part thereof.

1.3.2 Maintenance Area Remote Parking

£0.14 per tonne MTOW per hour or part thereof.

This rate is only applicable to stands 61, 62, 64 and 65 which are non-operational storage positions located outside the Critical Part of the Security Restricted Area at the Airport. Aircraft must be towed on/towed off these stands.

1.3.3 West Apron Remote Parking

£0.22 per tonne MTOW per hour or part thereof.

This rate is only applicable to stands 200-203 which are non-operational storage positions located within the Critical Part of the Security Restricted Area at the Airport. Aircraft must be towed on/towed off stands 200-203.

1.3.4 Discounted Rates for Long Term Parking

Discounted rates may be available on request. Please contact revenue.eastmidlands@manairport.co.uk

1.4 Passenger Load Supplement (PLS)*

Departing to a point outside the UK, Isle of Man, Channel Islands or Northern Ireland

£12.47 (Summer Season)

£11.30 (Winter Season)

Departing to a point inside the UK, Isle of Man, Channel Islands or Northern Ireland

£6.48 (Summer Season)

£5.87 (Winter Season)

1.5 Passenger Security Charge (PSC)*

£3.50 (Summer Season)

£3.50 (Winter Season)

1.6 Persons of Reduced Mobility (PRM) Charge*

£0.42 (Summer Season)

£0.42 (Winter Season)

1.7 CAA Security Charge*

£0.053 (Summer Season)

£0.053 (Winter Season)

1.8 Police Services Agreement

£0.37 per departing passengers

1.9 Ground Handling, LDCs and Baggage Handling Charges

1.91 Ground Handling Charges

£0.24 per departing passenger

Ground handling licences (New) £530

Ground handling licences (Renewals) £266

1.92 Local Departure Control System Charges

£0.08 per departing passenger

1.93 Hold Baggage Screening Equipment

There is no charge in 2017/18, however a charge will be implemented during 2018/19 to cover the cost of regulatory changes in relation to hold baggage screening.

1.94 Common User Terminal Equipment

£0.04 per departing passenger

*Charges are per departing passenger except in the case of diversions when inbound disembarking passengers will be charged PLS, Security, PRM and CAA Charges.

Children under 2 years of age and passengers on aircraft not operating for hire or reward are exempt from the payment of the PLS, Security, PRM and CAA Charges.

2. Cargo Aircraft

2.1 Cargo Aircraft Air Traffic Service (ATS) Charge

The ATS charge is payable for all arriving and departing aircraft and is assessed on the basis of the Maximum Take-off Weight Authorised in Tonnes (t)

- 2.1.1 Aircraft will be charged £1.24 per tonne or part thereof on both arrival and departure.

The above charge is based on local time and the actual time of departure.

2.2 Cargo Aircraft Runway Charge

The Runway charge is payable for all arriving and departing aircraft and is assessed on the basis of the Maximum Take-off Weight Authorised in Tonnes (t)

- 2.2.1 Aircraft will be charged £0.94 per tonne or part thereof on both arrival and departure.

The above charge is based on local time and the actual time of departure.

2.3 Cargo Aircraft Shoulder Supplement

Aircraft will be charged £1.90 per tonne or part thereof on both arrival and departure.

This charge is additional to the ATS and Runway Charge above.

This charge will be levied on arrivals and/or departures between 06:01-07:00 or 21:01-23:29.

The above charge is based on local time and the actual time of arrival/departure.

2.4 Cargo Aircraft Night Supplement

A charge per tonne or part thereof on both arrival and departure – see table on the following page.

This charge is additional to the ATS and runway charge above.

This charge will be levied on arrivals and/or departures between 23:30-06:00. The night supplement charge is banded depending on aircraft type/engine configuration – please refer to the tables on page 7.

The above charge is based on local time and the actual time of arrival or departure.

Noise Band	QC	Arrival night supplement per tonne or part thereof	Departure night supplement per tonne or part thereof
A	<1	£2.86	£2.86
B	1	£3.18	£3.18
C	2	£3.32	£3.32
D	4	£3.50	£3.50

Movements between 07:01-21:00 local time are charged the basic £0.94 per tonne or part Runway Charge.

Movements between 06:01-07:00 and 21:01-23:29 local time are charged the Runway Charge and Shoulder Supplement.

Movements between 23:30-06:00 local time are charged the Runway Charge and Night Supplement.

All movements are charged the ATS Charge.

Night Supplement Aircraft Noise Band Cross-Reference Guide

Aircraft Type – Arrivals

Band A	Band B	Band C	Band D
A330-200F	A300-600F	A300-B2F/B4F	B747-200F
Antonov 12	A310F	Antonov 124	B747-300F
Antonov AN-26	B737-300F	B747-400F	DC-10F
ATR-42	B747-8F	IL76-90VD	
ATR-72	B757-200SF	IL96F	
B757-200F	B767-200F	MD11F	
B767-300F			
B767-300PF			
B777-200F			
BAe 146F			
BAe ATP-F			
C130 Hercules			
Fokker 27			
L.188 Electra			

Aircraft Type – Departures

Band A	Band B	Band C	Band D
ATR-42	A300-600F	A300-B2F/B4F	B747-400F
ATR-72	Antonov 26	A310F	DC-10F
B737-300F	B767-200F	A330-200F	IL96F
B757-200PF	Fokker 27	Antonov 12	
B757-200SF	L188 Electra	B747-8F	
BAe 146F		B767-300F	
BAe ATP-F		B777-200F	
Metroliner		C130 Hercules	
		IL76-90VD	
		MD11F	

The above lists are not exhaustive and are provided as a guide only. Details for specific airframe/engine combinations and aircraft types not appearing in the above tables are available either by reference to the UK AIP supplement* or on request from: EMA Cargo Department on +44 (0)1332 852894 or cargo@eastmidlandsairport.com or EMA Environmental Department on +44 (0)1332 852912 or environment@eastmidlandsairport.com.

* Section 3 of the London Airports Noise Restriction Notice, published as a supplement of the UKAIP by the Civil Aviation Authority on behalf of the Department for Transport. This supplement is revised twice a year. Until an aircraft type is included in the supplement, the Airport Company will use its own discretion in classifying the QC value of that aircraft type.

2.5 QC8 and QC16 Surcharge

All aircraft are allocated a QC value for both landing and departure calculated on the basis of the noise classification for that aircraft. Arrival and departure QC values for the same aircraft usually differ, with departure QC values typically being higher.

At East Midlands Airport QC8 and QC16 night movements between 23:00-07:00 local time will only be permitted in exceptional circumstances (such as delays due to technical reasons) and only with the prior permission of the Airport Company or the permission of air traffic control (ATC) prior to pushback from stand. Such movements will be charged at the Band D rate with an additional noise surcharge of £5,000 per QC8 movement and £10,000 per QC16 movement. All proceeds from the QC8 and QC16 Surcharge are donated to the Airport's Community Fund, which awards grants to projects and activities that benefit local communities.

QC8 and QC16 scheduled services during the period 23:00-07:00 local time are not permitted.

Full details of arrival and departure QC values of aircraft can be obtained from the United Kingdom AIP supplement or by contacting cargo@eastmidlandsairport.com or environment@eastmidlandsairport.com or calling +44 (0)1332 852894 or 852912.

2.6 Cargo Aircraft Parking

Aircraft parking is timed and charged from 'wheels-on' to 'wheels-off' the runway.

The first two hours parking for all operations is free of charge. Thereafter, parking is charged at the following rate:

£0.33 per tonne or part thereof per hour or part.

For aircraft arriving and departing between 07:01-21:00 local time on the same day the free parking period is extended as follows:

MTOW greater than 200 tonnes up to and including 300 tonnes – First 4 hours free of charge.

MTOW greater than 300 tonnes – First 6 hours free of charge.

Remote parking is available on the West Apron (Stands 200-203) at a reduced cost of:

£0.22 per tonne or part MTOW, per hour or part.

Aircraft cannot be serviced on Stands 200-203. These stands are designed for aircraft from AN-124/B747-400 or smaller requiring overnight or longer periods of parking.

Remote parking is also available on stands 61-65 in the maintenance area (outside the Critical Part) at a reduced cost of:

£0.14 per tonne or part MTOW per hour or part.

Aircraft cannot be serviced in the maintenance area and these stands are designed for B757-200/C130 Hercules aircraft or smaller requiring extended periods of parking. The free parking periods above do not apply to these stands.

All aircraft must be towed to/from Stands 200-203 on the West Apron and stands 61-65 in the maintenance area.

2.6.1 Discounted Rates for Long Term Cargo Aircraft Parking

Discounted rates for long term parking may be available.

Details on request from the EMA Cargo Department on +44 (0)1332 852894 or by email to cargo@eastmidlandsairport.com

3. General Aviation (GA)

In the interests of safety & security, all visiting General Aviation Aircraft using the Airport must use a designated Handling Agent when operating to/from the main (east, central and west) aprons and the maintenance area.

Handling must be booked in advance of arrival with one of the approved Airport Handling Agents, contact details can be found later in this document. A handling reference number may be issued which must be given to ATC over the Radio Transmission (RT) after landing. ATC will then direct you to the appropriate parking area where your Handling Agent will meet you.

Failure to book a Handling Agent in advance of arrival will result in an Airport operations vehicle meeting your Aircraft. They will guide and marshal your Aircraft to a safe parking position then escort pilot(s) and passenger(s) landside where the following compulsory charge will be levied (payable on-the-spot to the Company Operations by cash or credit card) for the service provided.

Aircraft with a MTOW of 0 to 2 tonnes	£84.42+VAT
Aircraft with a MTOW greater than 2 tonnes up to and incl. 5 tonnes	£225.11+VAT
Aircraft with a MTOW greater than 5 tonnes up to and incl. 10 tonnes	£450.20+VAT
Aircraft with a MTOW greater than 10 tonnes up to and incl. 20 tonnes	£675.31+VAT
Aircraft with a MTOW greater than 20 tonnes	£900.41+VAT

Further access to the aircraft will only be possible through one of the designated Handling Agents listed on page 32 of this document.

3.1 General Aviation (GA) Aircraft Charges

3.1.1 GA Aircraft Air Traffic Service (ATS) Charge

Aircraft will be charged £2.48 per tonne or part thereof on departure.

3.1.2 GA Aircraft Runway Charge

Aircraft will be charged £10.41 per tonne or part thereof on departure.

3.1.3 GA Aircraft Parking Charge

Per hour per tonne or part tonne
(First 2 hours free) £0.33

3.1.4 Minimum Charge (For aircraft 2 tonnes MTOW or less)

Minimum charge (invoiced):	Minimum charge (paid by Operator to Handling Agent prior to departure):
Runway: £33.62	Runway: £30.70
ATS: £3.48	ATS: £3.27

3.2 Discounted Departure Blocks

Blocks of departures are available to Aircraft owners and Operators only and may be purchased in advance from the Company Revenue Department (Tel: +44(0)161 489 2336 or email: revenue.eastmidlands@manairport.co.uk) and will attract the following discount on the standard combined Runway and ATS charge:

25 departures block: 8%	50 departures block: 23%
75 departures block: 33%	100 departures block: 48%

Notes:

- Each block will be valid for 12 months from the date of issue. No refunds will be given for unused departures. Each block is exclusive to an aircraft registration.
- Each block will be inclusive of any parking charges. Aircraft parked over 30 consecutive days will be charged parking at tariff for the whole parking period.
- All holders of blocks will be issued a unique handling reference number. This may be required by ATC over the RT after landing.
- All holders of blocks are deemed to be familiar with operations in the maintenance area and are, therefore, exempt from the requirement to designate a Handling Agent when using this area. However, use of the three main aprons (central, east and west) requires a Handling Agent to be appointed.
- Parking on all aprons is subject to availability.
- Blocks of departures will not be available from 7 days before, up to and including one day after any 'special event' held at Donington Park, as may be notified from time to time.

4. Environmental Charges

4.1 Night Noise Surcharge

An additional charge of 25% of the applicable Runway and ATS Charge applies to all departing passenger Aircraft between 23:30-06:00 local time that fall into QC categories above QC2.

For cargo aircraft see Cargo Section 2

4.1.1 Noisy Aircraft Penalty Scheme

Aircraft departing between 23:00-07:00 local time are required to operate within a maximum noise limit (measured at a distance of 6.5km from start of take off roll). The maximum noise limits are defined as follows:

Aircraft Maximum Take-Off Weight (MTOW)	Maximum Noise Limit (dB(A))
100 tonnes or less	83
Greater than 100 tonnes but less than 300 tonnes	87
300 tonnes or greater	92

Aircraft that exceed the maximum noise limit will be subject to a penalty of £750 for an infringement of 1 decibel or less and an additional penalty of £150 for each decibel thereafter.

Aircraft with a QC on departure of 8 or 16 are not permitted to depart between 23:00-07:00 local time without the Airport's permission. A surcharge of up to £10,000 per departure applies. For further information please contact the Environmental Department (for contact details see page 31 of this document).

These noise limits are regularly reviewed.

5. Rebates

5.1 Passenger Services

Only one rebate will be allowed for any one movement.

Introductory support may be available for:

- New scheduled passenger services
- Aircraft capacity upgrades and additional rotations

5.1.1 Maintenance Flights*

A company with recognised maintenance facilities at the Airport may, at the Airport Company's discretion, be offered a rebate of 25% in respect of Aircraft positioning out from the airport after maintenance. The rebate applies only to the initial departure and will not apply to additional test flights, flights carrying passengers, cargo aircraft or flights taking place in any way for hire or reward.

5.1.2 Aircraft Test Flights*

Flights made for the sole purpose of ensuring that, for the intended departure, the aircraft and its engines and/or instruments are serviceable, may at the Airport Company's discretion attract a Rebate of 75%. The rebate is not available for certificate of airworthiness tests or cargo aircraft and is only applicable where the test flight originates and terminates at the Airport.

5.1.3 Crew Training/Test Flights*

Flights made for the sole purpose of training or testing flight crew personnel may, at the Airport Company's discretion, attract the following crew training/testing flights rebate:

Based Airline: 75%

The personnel being trained or tested must be under the instruction of a civil Airline, a licensed air taxi operator or an authorised air training school for the purpose of satisfying the requirements of the various regulations for the operation of air transport Aircraft. It may, at the Airport Company's discretion, also be available to professional pilots undertaking flights for the sole purpose of maintaining their commercial licence and appropriate ratings.

* Application for rebates under sections 5.1.1, 5.1.2 and 5.1.3 must be made on the appropriate form at least 24 hours prior to the relevant flight(s) taking place. Please contact revenue.eastmidlands@manairport.co.uk

5.2 Cargo Services

Only one rebate will be allowed for any one movement.

Introductory support may be available for:

- New scheduled all-cargo services from/to airports not currently served regularly from EMA.
- Aircraft capacity upgrades on existing services which operate at least once per week for a minimum three month period.
- Crew training/testing flights (for based airlines only).

Details on request from the EMA Cargo Department on +44 (0)1332 852894 or by email to cargo@eastmidlandsairport.com.

6. Overshoots/Missed Approaches/ Training Touch & Go's and Full-Stop Landings

For flights which use ATC equipment, nav aids or lighting, a charge equivalent to 50% of the combined Runway and ATS charges will apply except in the case of overshoots or missed approaches due to inclement weather or operational reasons. All training must be booked with ATC on the day by email to atcassistant@eastmidlandsairport.com or by telephone on +44 (0) 1332 852 993.

Bespoke training packages are available on request to aircrafttraining@eastmidlandsairport.com

7. Apron Handling Charges

Aircraft handling on all airport aprons is mandatory. All aircraft intending to fly to EMA should book handling in advance of their arrival with an Approved Designated Handling Agent.

Charges can be obtained directly from Designated Passenger and Cargo Handling Agents – contact details are shown at the end of this document.

Notes

1. The Runway and ATS charges for helicopters will be the same as that for fixed wing Aircraft of equivalent MTOW.
2. Parking on all aprons and other parking areas shall at all times be under the direction of the Company and failure to remove an Aircraft from such areas after being requested to do so by a Company representative, will result in a Charge, equivalent to ten times the un-rebated hourly parking Charge being incurred for each hour or part thereof that the Aircraft remains in the area after the time the request was made.
3. Parking Charges are levied (details in this document) on all three main aprons, the maintenance area aprons, the washpan and the maintenance area and West Apron Aircraft parking pans/fingers. The Company reserves the right to charge for use of the Aircraft wash bay or other Airport facilities for activities other than Aircraft parking.

8. Aircraft Engine Testing

Charge per test per aircraft:

Aircraft <25tonnes	£41.20
Aircraft >25tonnes, < 120 tonnes	£51.50
Aircraft >120tonnes	£61.80
Surcharge between 23:00 & 06:00	100%

9. RFFS Charges

9.1 Fire Category Upgrade

The airport is able to provide fire cover upgrades up to and including Fire Category 9. These upgrades are charged at the following rates:

Fire Category 8	£258 per request
Fire Category 9	£515 per request
Cancellation costs	100% charge for less than 12 hours notice provided

9.2 Fire Training Courses

The following courses can be booked via the EMA RFFS team:

Fire Safety training

1/2 day Fire extinguisher –	£56.70
1 day Fire warden –	£87.60
1 day Fire safety bespoke course, full course for one client – (internal or external – Max 12 people)	£772.50

First Aid training

2 day emergency first aid at work, level 2 –	£154.50
3 day first aid at work, level 3 –	£199.80
1 day De-fib & CPR – (£50.00 when added to a 3 day F,A,W as the fourth day)	£77.30
1 day De-fib & CPR refresher course –	£51.50
2 day first aid at work revalidation –	£154.50

Other training

Bespoke Fire fighting training for individual clients –	£ price upon request
Bespoke training for individual clients –	£ price upon request
1/2 day Manuel handling –	£ price upon request

Extraneous duties

Per fire fighter or Airfield Operations personnel, per hour –	£31.80
Major fire appliance per hour (in all instances) –	£231.20
Road sweeper & driver (if available operations permitting) –	£115.70
Disabled aircraft recovery charge (runway closure) –	charged at the above rates.

Automatic fire alarm, No charge, (recurrent false alarms £288.30 per call)

Fire training queries or booking requests should be directed to the following e-mail addresses:

First Aid training –	trevor.wilson@eastmidlandsairport.com
Fire safety training –	Julian.essex@eastmidlandsairport.com or paul.archer@eastmidlandsairport.com
Bespoke Fire training –	Lee.Toulson@eastmidlandsairport.com

9.3 Spillage Cleaning Costs

The clean-up costs of spillages involving hazardous substances will be recharged in full to any Airlines, Operators, Handling Agents, contractors or Tenants causing the spillage.

Minimum Spillage Clean-up costs	£515
Full recovery of cost for spillages for clean-up costs in excess of	£515

10. Waste Recharges and Compactor Licence

Compactor licence cost	£545.90 per annum
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The disposal of all waste on site will be recharged at a rate of £254.40 per tonne

11. De-icer Cleaning Charge

The treatment cost of de-icer applied to aircraft is charged at £0.31 per litre of de-icer used

12. Aircraft Wash Bay

Charge per hour	£60
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13. Airside Training

– Apron Course (A) (valid for 3 years)	£128.80
– Manoeuvring course (M) (valid for 3 years)	£128.80
– Runway course (R) (valid for 1 year)	£128.80
– Airside Safety Training (General)	£20.00
– Airside Safety Training (Crew)	£20.00
– Marshalling Course	£128.80
– Course non-attendance/ (less than 24hr notice of cancellation)	£128.80
– Marshalling Lost/ stolen Permit re-issue	£44.60
– Airside familiarisation course	£77.30

14. Airside Driver Passes

– Airside driving permit issue (A/M/R)	£28.60
– A/M/R permit/ lost/ stolen Permit re-issue	£51.50

15. Security Staff Passes

– ID Pass – Airside (single RZ)	£66.80
– Dual Company	£66.80
– ID Pass – Airside (dual RZ)	£81.70
– ID Pass – Landside	£43.50
– ID Pass – 6 to 60 day	£43.50
– ID Pass – 1 to 5 day	£22.20
– ID Pass – Limited Access	£43.50
– Lost/ Failure to return I.D Pass	£128.30
– Failure to return 1-60 day pass	£44.60
– Change of Job title	£43.50

16. Airside Vehicle Permits

– Airside Vehicle Permit – Diesel or Petrol	£65.80
– Airside Vehicle Permit – LPG	£61.50
– Airside Vehicle Permit – Electric and alternative	£45.60
– Temporary Airside Vehicle Permit	£45.60
– Lost/stolen/ failure to return Airside Vehicle Permit	£128.30
– Private Airside Vehicle Permits	£969.60
– Vehicle Emissions Test	£18.50
– Change of pass details	£18.50
– Late renewal charge	£61.80
– Vehicle check AVP 3/4/6	£78.50
– Vehicle Check AVP 5	£54.10

17. Staff Car Parking Charges

– Premium	£584.00
– Remote	£326.50
– Replacement permits/Failure to return card	£51.50

18. Telephone Services

Airport PABX Extensions	Rental per Quarter	Connection Charge
New Installations		
New extension in terminal building	£72.28	£322.38
As above with DDI facility	£90.36	£322.38
New extension outside terminal building	£91.09	£334.65
As above with DDI facility	£103.38	£334.65
Each additional socket (same extension)	£21.68	£211.05
Answer phone service	£14.47	
Alternations		
Move extension from building to building		£334.65
Move extension within building		£296.34
Move/Add extension with same office		£211.05
Socket exists, connection to exchange		£62.86
Private System Connection to Airport PABX		
PABX extension line connected to a private System, Private circuit connection.		POA
METCOM		
U.K and West European airport		
– Weather data (within terminal only)	£315.14	£380.18
Self-Briefing		
Self-Briefing terminal weather data		
– (Within terminal only)	£271.76	£903.47
AFTN		
AFTN connection		
(Customer supplies modem, line and terminal)	£271.75	£1809.13
Flight Information System		
– Information feed and display monitor	£192.27	£222.62
– Additional Monitor	£34.00	
Misc		
– Extra telephone	£9.03	
– Plan A	£9.04	
– Bell	£1.83	
Itemised bill	£45.54	

19. Standard Terms and Conditions (Terms)

- 19.1 The Unfair Contract Terms Act 1977 affects terms or notices which unreasonably exclude or restrict liability for negligence or certain unreasonable contract terms. The Company draws the attention of potential users of the Airport to the paragraphs in this document that exclude liability in certain circumstances, particularly (but not limited to) paragraph 19.39. The Company considers these paragraphs to be reasonable.
- 19.2 The Company reserves the right at any time to amend, vary or discharge the Terms upon giving notice.
- 19.3 The Company reserves the right to amend or vary the Charges upon giving notice.
- 19.4 The Company reserves the right to review the Charges, the application of the Charges and/or qualifying conditions in respect of the Charges or any Rebate.
- 19.5 The Company reserves the right to withdraw any Rebate offered in the Terms upon giving notice.

Charges

- 19.6 All Charges apply to departing Aircraft and/or Passengers (unless otherwise stated).
- 19.7 All Charges are due on departure (subject to provisions regarding diversions and subject to paragraph 19.8).
- 19.8 The Operator shall pay the appropriate Charges as set out in the relevant sections. It shall also pay for any supplies, services or facilities provided to it at the Airport by or on behalf of the Company. The Charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by the Company, shall be payable to the Company in advance, whether a demand has been made or not, before the Aircraft departs from the Airport.
- 19.9 The Managing Director of the Airport or his/her duly appointed representative may use his or her discretion to abate or waive Runway, Air Traffic Service, Passenger or Aircraft Parking Charges for any specific category of traffic when he or she considers it is in the interest of the Airport to encourage the development of traffic.
- 19.10 The Operator shall pay the appropriate Charge (PRM Charge) to the Company in respect of the Company providing the service to disabled persons and persons with reduced mobility as published herein or as notified from time to time.

- 19.11 Each Operator will comply with and will ensure that their appointed Handling Agent complies with the fees, Charges and the Company's requirements as contained in the Ground Handling Licence, in relation to suppliers of ground handling at the Airport, copies of which are available from the Company upon request.
- 19.12 Operators will use or will ensure their appointed Handling Agent use Common User Passenger Process System (CUPPS) provided by the Company for checking in passengers at the Airport. Additional check-in services may be provided and prevailing charges may be levied for their provision. Operators and Airlines are advised to check the internet for details of such charges.
- 19.13 The Passenger Load Supplement (PLS) and the Passenger Security Charge (PSC) apply to Aircraft and/or Combi-Aircraft that carry Passengers.
- 19.14 Without prejudice to paragraph 19.15 the Airline, Operator or Handling Agent shall pay the appropriate Charge to the Company as published herein or as notified from time to time where the number of Unit Loading Devices (ULD) cans located airside at the Airport exceeds the number agreed between the Company and the Airline or Operator to meet its reasonable seasonal requirements.
- 19.15 Should the Operator fail to comply with a reasonable direction issued by the Company to move vehicles or equipment, left in unauthorised areas, within the specified time the Company may move, or remove, and store the equipment. The Operator will be charged a removal fee of £51.50 per item or such other fee as the Company shall from time to time publish.

Payment

- 19.16 All payments made to the Company by the Operator shall be by way of bank transfer to the bank account nominated by the Company, unless agreed otherwise in writing by the Company.
- 19.17 Where the Company has agreed an alternative payment arrangement with the Operator in accordance with paragraph 19.8, then, unless agreed otherwise in writing by the Company as part of that arrangement: (i) invoices relating to charges incurred in respect of Sections 1 to 18 of these Terms are payable within 14 days of the date of the invoice; and (ii) all other invoices are payable within 28 days of the date of the invoice.
- 19.18 If the Operator fails to make any payment due to the Company by the due date for payment, then, without prejudice to any other rights the Company may have, the Operator shall pay interest on the overdue amount at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Operator shall pay the interest together with the overdue amount.

- 19.19 The Company reserves the right, at any time, to require an Airline or an Operator to pay a deposit in a sum to be determined by the Company, which at any time can be called upon by the Company if the Operator fails to pay and is in default of any charges.
- 19.20 Any application for credit facilities must be made in writing to the Company's Group Financial Controller. The Operator or Airline shall make available such information as the Company may require to satisfy credit insurance requirements as to creditworthiness. The grant of credit facilities shall be in the absolute discretion of the Company whose decision is final. Credit facilities will be subject to review by the Company and may be withdrawn at any time without notice at the Company's discretion. As a condition of granting credit facilities the Company may require the Operator or the Airline to make payments by Direct Debit.
- 19.21 Unless otherwise specified by the Company any claims for a Rebate or other charge reductions must be made within 14 days of invoice date. Rebates will be credited (subject to the airline or Operator paying the relevant invoice in full on or before the due date) to the Airline or Operators account against charges incurred by the Airline or Operator during the next following invoice period(s). Rebates will be liable to be rescinded if payment are not made by the due date.
- 19.22 In the event that an Airline or an Operator operates at more than one Group Airport and defaults in paying Airport Charges at one or more Group Airport, The Manchester Airport Group Plc reserves the right to recover all Airport Charges incurred by the Airline or Operator on behalf of the Airport and any Group Airport.
- 19.23 The Operator shall not, without the prior written consent of the Company, be entitled in respect of any Claim it may have against the Company to make any set-off against or deduction from the Charges. All Charges must be paid in full pending resolution of any such Claim.
- 19.24 In the event that an Operator shall commit any act of insolvency or a receiving order shall be made against an Operator or an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of an Operator or for the purposes of an Administration of an Operator or if an Operator is otherwise unable to pay its debts or shall make any assignment of its estate for the benefit of or any arrangement or composition with its creditors or shall do any other act or take any proceeding in law having effects or results similar under UK law or under any other jurisdiction, then non-payment of any Charges which have been incurred as at the date thereof shall be deemed to be a default of payment.
- 19.25 Under Section 88 of the Civil Aviation Act 1982 the Company is entitled to detain and sell Aircraft in respect of unpaid Airport Charges.

19.26 Section 88 (1) Civil Aviation Act 1982

19.26.1 Where default is made in the 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

(iii) if the Charges are not paid within 56 days of the date when the detention begins, sell the Aircraft in order to satisfy the Charges.

19.26.2 So long as an Aircraft shall be upon the Airport or upon any land within the Airport allotted by or rented from the Company, the Company shall have (under the Civil Aviation Act 1982) a continual lien both particular and general upon the Aircraft, for all Charges of whatsoever nature and whensoever incurred, which shall be or become due and payable to the Company in respect of that Aircraft 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 the control of the Company but shall continue to be exercisable at any time when 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.

19.26.3 When an Aircraft is detained under Section 88 of the Civil Aviation Act 1982 the Company may, subject to the provisions of that Section and if any Charges are not paid within 56 days of the date when the detention begins, sell the Aircraft, its parts or accessories, in order to satisfy the Charges.

Miscellaneous

19.27 Use of Airport facilities is subject to compliance with the Airports Byelaws, local flying restrictions and remarks published from time to time in the UK Air Pilot, NOTAMS, orders, instructions or directions given by or on behalf of the Company and orders, instructions and directions given by or on behalf of relevant government departments.

- 19.28 The Airport is a level 2 co-ordinated airport under EU slot allocation regulation 95/93. All Aircraft must have prior permission to operate by obtaining a slot from the slot co-ordinators at the Airport, Airport Co-ordination Ltd on 0161 493 1850.
- 19.29 The Company does not guarantee available capacity at the Airport. The Company reserves the right to manage capacity at the Airport as it deems necessary for safety and operational reasons.
- 19.30 In the interest 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 contains the Company's requirements for operating ground handling services at the Airport and when signed on behalf of the Company confirms that those requirements are in place. A copy of the Ground Handling Licence can be obtained from the Company.
- 19.31 Each Operator or Airline will ensure that ground handling is arranged in advance of arrival/departure of an Aircraft.
- 19.32 The Operator or its Handling Agent will supply 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 within 24 hours of each of those movements, including information about the number of Terminal, Transfer and Transit Passengers and the volume of cargo and mail embarked and disembarked at the Airport.
- 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 Maximum Total Weight Authorised (MTOW) in respect of each Aircraft owned or operated by it. The Operator or its Handling Agent shall also supply, without delay, details of any changes in the MTOW in respect of each Aircraft owned or operated by the Operator or Airline from the Airport.
- 19.33 Where the Operator, Airline or its appointed Handling Agent fails to provide the information required under paragraph 19.32 within the period stipulated, the Company shall be entitled to assess the Charges payable by the Operator or Airline by reference to the MTOW and the maximum passenger capacity of the Aircraft type. The Operator shall pay the Charges assessed by the Company. Once the Operator, Airline or its appointed Handling Agent has provided the said information to the Company, the Company will pay to the Operator or Airline the difference between the Charges assessed and the actual charges payment by the Operator or Airline pursuant to the Terms or vice versa as the case may be.

- 19.34 The Company shall provide (whether by itself or its sub contractor(s)) 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.
- 19.35 The Airline or Operator shall not impose any rule or implement any practice (including the levying of charges at boarding gate) at the Airport in relation to Passengers, which may directly or indirectly affect the Company's non-aeronautical commercial activities or operational procedures.
- 19.36 When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence removal, rescue or salvage of the Aircraft and in default the Company reserves the right to remove, rescue or salvage the Aircraft at its discretion 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 thereto.
- 19.37 Each Airline, Operator and Handling Agent shall indemnify the Company, its servants or agents against any Loss or damage to the property of the Company and against any Claims for death or personal injury which may be made against the Company or any servants or agents of the Company or of the Airline, Operator or Handling Agent arising out of or in connection with anything done, permitted or omitted by the Airline, Operator or Handling Agent or its servants or agents in or upon the Airport.
- 19.38 The Airport operates a system of generic service standards that define the standard of service provisions for certain elements of the Airport's infrastructure.

19.39 Liability

- 19.39.1 For the purposes of this condition, 'liability' means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and 'liable' shall be construed accordingly.
- 19.39.2 Subject to condition 19.39.3, to the extent permitted by law neither the Company nor its employees, servants, agents or Affiliates shall have any liability to any Operator, Airline or Handling Agent or be obliged to indemnify any Operator, Airline or Handling Agent in respect of:

- (a) indirect loss;
- (b) consequential loss;
- (c) loss of profits;
- (d) loss of revenue;
- (e) loss of goodwill;
- (f) loss of opportunity;
- (g) loss of business;
- (h) increased costs or expenses;
- (i) wasted expenditure; or
- (j) any other injury, loss, damage, claim, cost or expense

caused (or to the extent caused) by any act, omission, neglect or default of the Company or its employees, servants, agents or Affiliates even if such loss was reasonably foreseeable or the Airport and/or Company had been advised of the possibility of the Operator incurring the loss.

- 19.39.3 Nothing in this condition 19.39 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of the Company, its employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage (or damage to any property contained in an Aircraft) resulting from any act or omission of the Company, its employees, servants, agents or Affiliates done either with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 19.39.4 Subject to condition 19.39.3, the Company shall not be liable to any Operator or Handling Agent in respect of any Loss suffered by the Operator or Handling Agent by reason of any aerodrome service, assistance or facility not being available to them except where provided otherwise in any legally binding agreement made between the Company and any Operator or Handling Agent.
- 19.39.5 Subject to condition 19.39.3, the Company shall not be liable for any Loss suffered by the Operator or Airline as a result of or in connection with any Claim brought by or on behalf of any Passenger (i) pursuant to Regulation (EC) No 261/2004 (as amended, re-enacted or replaced from time to time) or (ii) otherwise arising from or in connection with denial of boarding, delay or cancellation of any flight.
- 19.39.6 The Operator agrees to hold current and adequate insurance at all times when the Operator uses the Airport facilities and Services at the Airport to cover any and all liability excluded or limited under this Condition 19.39. Nothing in this Condition 19.39.6 shall preclude the Operator from fulfilling its insurance obligations through self-insurance.
- 19.39.7 Without prejudice to the generality of condition 19.39.6, the Operator agrees to hold 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 at a level which shall at no time be less than the minimum levels

of insurance set out in Regulation (EC) No 785/2004 (as amended, re-enacted or replaced from time to time). 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.

19.39.8 Each part (including a sub condition or part thereof) of this condition 19.39 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect

General

19.40 All times are local.

19.41 Words denoting the singular number only shall include the plural and vice versa.

19.42 Words denoting the masculine gender include the feminine and neuter and vice versa. The expression 'persons' shall include any individual, partnerships, joint ventures, firms, businesses, companies, unincorporated associations and corporations and vice versa.

19.43 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.

19.44 Except in relation to the rights provided in condition 19.22, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term.

19.45 These Terms shall be governed by, and construed in accordance with, the laws of England.

19.46 All disputes arising out of or relating to the Terms shall be subject to the exclusive jurisdiction of the English Courts.

20. Definitions

Ad-hoc means a single flight or a short series of flights that have been arranged for a specific purpose.

Air Traffic Service (ATS) Charge means the Charges referred to in Section 1.1, 2.1.1 and 3.1.1

Air Transport Movement (ATMs) means landings or take-offs of aircraft engaged on the transport of passengers, freight or mail on commercial terms. ATMs exclude General Aviation and Flying School aircraft movements.

Aircraft includes fixed wing aircraft and helicopters plus any parts and accessories, equipment and stores.

Aircraft Parking Charge means the Charges referred to at Sections 1.3, 2.6 and 3.1.3 and timed from 'wheels on and wheels off' the runway.

Airline includes Operator, alliance/codeshare partner, franchisee and a subsidiary carrier of Operator.

Airport means East Midlands Airport.

Based Airline means an airline which, in the opinion of the Company (whose decision shall be final) has its main operations or administrative base at the Airport and operates Aircraft that always flies from and returns to the Airport each day.

Charges means the Charges referred to in Sections 1 to 18 as amended or notified from time to time.

Chroma Fusion means the Airport's management and operational support system.

Claim includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.

Combi-Aircraft means an aircraft that is configured for both fare-paying passengers and main deck cargo.

Company means East Midlands International Airport Limited and any other company that is also a member of its Group operating at East Midlands Airport.

Disabled Persons and Persons of Reduced Mobility (PRM) Charge means the Charge referred to in Section 1.6.

Freight Aircraft means an Aircraft on which no fare-paying passenger is carried and is configured only to carry cargo and is either carrying cargo or positioning in/out empty to/from the Airport to operate a flight carrying cargo.

General Aviation Aircraft means any Aircraft not operating as an Air Transport Movement.

Group means East Midlands International Airport Limited, any subsidiary of East Midlands International Airport Limited, any holding company of East Midlands International Airport Limited any subsidiary of any holding company of East Midlands International Airport Limited, from time to time. The words 'subsidiary' and 'holding company' shall have the same meaning as in section 1159 of the Companies Act 2006.

Group Airport means any Airport in the Manchester Airports Group which includes but is not limited to Manchester, London Stansted, East Midlands and Bournemouth.

Handling Agent means any person, firm or company appointed by an Operator to perform any or all of the ground handling function.

Loss includes direct loss, indirect loss, consequential loss, loss of profits, loss of business and loss of goodwill, damage, including damage to business, any reference to the making of payment by the Company and a reference to the incurring of any expense by the Company.

Managing/Finance Director means the Managing Director and the Finance Director of the Company and such expressions shall include their respective nominated deputies from time to time.

Maximum Take Off Weight Authorised (MTOW) means the maximum weight of the Aircraft and its contents at which the Aircraft may take-off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However, if the certificate indicates a maximum weight at which the Aircraft may taxi, that weight shall be taken to be the MTOW. The charge for helicopters will be the same as that for a fixed wing Aircraft of the same MTOW. Where Charges relate to aircraft weight they will be assessed on the basis of the MTOW rounded up to the nearest tonne.

Operator means the person, firm or company for the time being having the management of an Aircraft.

Passenger means Terminal Passengers, Transfer Passengers and Transit Passengers.

Passenger Aircraft means an Aircraft on which fare-paying passengers are carried.

Passenger Load Supplement (PLS) means the charge referred to at Section 1.4.

Passenger Security Charge (PSC) means the charge referred to at Section 1.5.

QC Rating means the Quota Count Rating that is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data as published twice annually by the CAA/NATS as a supplement to the UK AIP.

Rebate means the Rebates referred to in Section 5.

Rotation means an Aircraft arrival followed by the subsequent departure of that same Aircraft.

Runway Charge means the Charges referred to at Sections 1.2, 2.2.1, 3.1.2 and 4.

Scheduled (Passenger) means scheduled according to a published timetable, including those supplementary to them, and open to use by members of the public, which operates to the same destination at least once a day, five days a week for at least 6 months of a Year and 'Scheduled Passenger Service' shall be construed accordingly.

Scheduled (Cargo) means scheduled according to a published timetable, including those supplementary to them, which operates with the same schedules arrival and departure time to the same destination at least once a week, for at least 3 months of a Year.

Service means a Route operated to or from the Airport.

Summer Season means 1st April 2017 to 31st October 2017 inclusive and 1st March 2018 to 31st March 2018 inclusive.

Terminal Passenger means a passenger joining or leaving an Aircraft at the Airport. Terminal Passenger includes Transfer Passenger.

Terms means the terms and conditions contained in Sections 1 to 19 inclusive.

Transfer Passenger means a passenger identified by a Handling Agent who arrives at the Airport by one Aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another Aircraft and is treated as a Terminal Passenger.

Transit Passenger means a passenger who arrives in and departs from the Airport on the same Aircraft.

Visiting GA Aircraft means an aircraft which is not based at, and/or hangared at East Midlands Airport.

Week means the period of 7 days running from Monday to the following Sunday.

Winter Season means 1st November 2017 to 28th February 2018 inclusive.

Year means a 12 Month period commencing on 1st April 2017.

21. Contact Information

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