



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

1 April 2021

magairports.com



2020 was a challenging year for everyone in the UK and particularly the Aviation Industry. East Midlands Airport (EMA), was no different with a dramatic decline in passenger numbers from nearly 5 million, to just a few hundred thousand.

EMA has continued to be open 24/7 throughout the pandemic, providing a key strategic gateway for UK air cargo, for everything from: PPE for the NHS, to eCommerce supporting the lockdown economy.

EMA is the UK's primary express cargo airport and has recently been awarded Freeport status (UK's only inland Freeport), further recognising its essential role in the UK's global supply chain. The airport provides access to markets throughout Europe and to nearly 200 non-EU countries.

Passenger aviation from the airport is expected to restart through 2021 and into 2022, with based operators such as Jet2.com, Ryanair and Tui planning to serve leisure destinations across the UK, Europe and Africa.

East Midlands Airport is part of MAG (which also operates London Stansted and Manchester Airports) – the UK's largest airport group.

We look forward to working with you over the coming year.

East Midlands Airport

EAST MIDLANDS AIRPORT CHARGES

FINANCIAL YEAR 2021/22

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 2021 to 31st March 2022 ('the Period') unless the users are notified otherwise by East Midlands International Airport Limited ('the Company').

The provisions in Sections 1 to 20 inclusive are strictly subject to the Terms contained in Section 21.

Contents

| Section | Charges | Page |
|---------|--|------|
| 1. | Passenger Aircraft (Air Transport Movements) | 4 |
| 2. | Cargo Aircraft | 9 |
| 3. | General Aviation (GA) | 15 |
| 4. | Environmental Charges | 18 |
| 5. | Rebates | 19 |
| 6. | Overshoots/Missed Approaches/ | 20 |
| 7. | Apron Handling Charges | 20 |
| 8. | Aircraft Engine Testing | 21 |
| 9. | RFFS Charges | 21 |
| 10. | Waste Recharges and Compactor Licence | 22 |
| 11. | De-icer Cleaning Charge | 22 |
| 12. | Aircraft Wash Bay | 23 |
| 13. | Airside Training | 23 |
| 14. | Airside Driver Passes | 23 |
| 15. | Security Staff Passes | 23 |
| 16. | Airside Vehicle Permits | 24 |
| 17. | Staff Car Parking Charges | 24 |
| 18. | Telephone Services | 25 |
| 19. | Utility Charges | 25 |
| 20. | Consolidation Centre Charges | 26 |

Conditions of Use

| | | |
|-----|---------------------------------------|----|
| 21. | Standard Terms and Conditions (Terms) | 27 |
| 22. | Definitions | 36 |
| 23. | Contact Information | 40 |

1. Passenger Aircraft (Air Transport Movements)

1.1 Passenger Aircraft Air Traffic Service (ATS) Charges

- 1.1.1 Aircraft will be charged £2.82 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 £11.83 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 |
- 1.2.4 QC4 aircraft movements departing between the hours of 23:00-07:00 local time will incur an additional surcharge of £2,500
Scheduled QC4 aircraft movements will be subject to a discount to this surcharge as set out below:
- 40% discount in 2021/22
 - 20% discount in 2022/23

1.3 Passenger Aircraft Parking

Aircraft parking is timed and charged from ‘wheels-on’ to ‘wheels-off’ the runway and is charged based on ‘Code Based’ structure which groups aircraft into recognized ‘IATA’ Aircraft Codes as outlined in the Civil Aviation Authority’s CAP168 – Licensing of Aerodromes publication.

Aircraft will be charged based on the standard Maximum Take Off Weight of the largest aircraft in each respective category at a prevailing rate of £0.396 per tonne or part thereof per hour or part.

Some aircraft types have been reclassified to reflect atypical weights (Canadair CRJ). Any aircraft not included in the below table can be discussed directly with the Aviation team (see Section 23).

| Aircraft Code | Code A | Code B | Code C | Code D | Code E | Code F |
|-------------------------|--------|--------------------|--------------------------|--------|---------|----------|
| Charges | | | | | | |
| £ / Hr (or part) | £3128 | £3128 | £3128 | £73.66 | £137.81 | £175.43 |
| Daily Cap | £100 | £125 | n/a | n/a | n/a | n/a |
| Example Aircraft | | Jetstream 41/31 | ATR42/72 | A300 | B787 | B747-400 |
| | | SF340 | A318/19 | B757 | A330 | B747-8i |
| | | Embraer 135/145 | A320/21 | B767 | A350 | |
| | | | B737 | | B777 | |
| | | | Canadair CRJ B747-400 | | | |
| | | | De Haviland Q400 | | | |
| | | | Embraer 175/190 | | | |
| | | | Fokker 70/100 | | | |
| | | | Saab 2000 | | | |

1.3.1 Maintenance Area Remote Parking

50% discount to the rates stipulated in 1.3.1.

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.

1.3.2 West Apron Remote Parking

33% discount to the rates stipulated in 1.3.1.

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.

1.3.3 Use of Multiple Stands

Aircraft parking is charged on departure. If multiple stands have been used, (i.e. aircraft were towed between stands) the charge per stand will be calculated separately and individually itemised on the invoice.

1.4 Passenger Facilities Charge (PFC)*

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

£14.18 (Summer Season)

£12.83 (Winter Season)

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

£7.36 (Summer Season)

£6.66 (Winter Season)

1.5 Passenger Security Charge (PSC)*

£3.98 (Summer Season)

£3.98 (Winter Season)

1.6 Persons of Reduced Mobility (PRM) Charge*

The PRM service operated by the airport is recharged at cost to all airlines operating through the terminal.

Reduced passenger volumes in 2020-21 resulted in an under-recovery of PRM costs incurred during this period. The approach for recovery of this will be discussed with the EMA AOC at the point in time when there is improved visibility of expected 2021-22 volumes.

In the meantime, with the PRM charge will remain at the previous rate of £0.605 per departing passenger.

1.7 CAA Security Charge*

A CAA Security Charge is collected on behalf of the CAA and is payable for each departing terminal passenger and will be invoiced at the applicable rate.

The CAA charge does not apply to the following:

- a. People on the aircraft not operating for hire or reward
- b. Children under 2 at the time of departure
- c. People who work on the aircraft during the flight.

1.8 Police Services Agreement

£0.42 per departing passengers

1.9 Ground Handling, LDCs and Baggage Handling Charges

1.9.1 Ground Handling Charges

£0.27 per departing passenger
Ground handling licenses (New) £600
Ground handling licenses (Renewals) £300

1.9.2 Common User Terminal Equipment

£0.12 per departing passenger

1.10 Regulatory Charges

1.10.1 Hold Baggage Screening Equipment

£0.54 per departing passenger

1.10.2 Airspace Modernisation Charge

£3.50 per Air Transport Movement

*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.

1.11 Temporary COVID Surcharge

1.11.1 COVID Surcharge

As a result of the reduced passenger throughput at EMA during these unprecedented times it has been necessary to introduce a temporary COVID surcharge. The charge will be applied to all arriving and departing aircraft, assessed on the basis of the Maximum Take-off Weight ("MTOW") in tonnes. Aircraft will be charged:

- £1.60 per tonne or part thereof on both arrival and departure
- The surcharge will be capped at a rate of £180 per aircraft movement

1.11.2 Ongoing Surcharge Review

The COVID surcharge will be reviewed at the end of June 2021 (6 months following implementation), and on a quarterly basis thereafter. Each period of review will represent a "charging period" for the purpose of this charge.

The review will consider the level of passenger activity at EMA in the charging period immediately prior to the review, with an assessment of how this compares against the pre-COVID passenger levels from the same timeframe in the period March 2019 to February 2020. If the passenger numbers have increased above 55 % pre-COVID levels then the surcharge will be reduced for the next charging period in accordance with the table below.

| % of Pre-Covid PAX in previous charging period | Covid surcharge applicable in next charging period (per tonne) | Cap per aircraft movement |
|--|--|---------------------------|
| Less than 55% | £1.60 | £180 |
| 55-60% | £1.33 | £150 |
| 60-65% | £1.07 | £120 |
| 65-70% | £0.80 | £90 |
| 70-75% | £0.53 | £60 |
| 75-80% | £0.27 | £30 |
| Greater than 80% | £nil | £nil |

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 in Tonnes (t)

- 2.1.1 Aircraft will be charged £1.51 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 in Tonnes (t)

- 2.2.1 Aircraft will be charged £1.15 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 £2.33 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 11.

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

| Noise Band | QC | Arrival night supplement ¹ | Departure night supplement ¹ |
|------------|----|---------------------------------------|---|
| A | <1 | £3.50 | £3.50 |
| B | 1 | £3.90 | £3.90 |
| C | 2 | £4.06 | £4.06 |
| D | 4 | £4.29 | £4.29 |

¹ per tonne or part thereof

Movements between 07:01-21:00 local time are charged the basic £1.15 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 | |
| ATR-42 | B747-8F | IL76-90VD | |
| ATR-72 B737- | B757-200SF | IL96F | |
| B737-800BCF | B767-200F | MD11F | |
| B757-200F | | | |
| 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 | |
| B737-300F | B737-800BCF | A330-200F | |
| B757-200PF | B767-200F | Antonov 12 | |
| B757-200SF | Fokker 27 | B747-8F | |
| BAe 146F | L188 Electra | 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 UKAIP supplement* or on request from: Cargo and General Aviation Team or Environment Team (see Section 23).

*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 QC4, 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. The QC categories of commonly used aircraft types are published by the NATS: http://www.nats-uk.ead-it.com/public/index.php%3Foption=com_content&task=blogcategory&id=11&Itemid=18.html

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
- £10,000 per QC16 movement.

QC4 aircraft movements departing between the hours of 23:00-07:00 local time will incur an additional surcharge of £2,500.

Scheduled QC4 aircraft movements will be subject to a discount to this surcharge as set out below:

- 40% discount in 2021/22
- 20% discount in 2022/23

All proceeds from the QC4, 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 Cargo and General Aviation Team or Environment Team (see Section 23).

2.6 Cargo Aircraft Parking

Aircraft parking is timed and charged from 'wheels-on' to 'wheels-off' the runway and is charged based on 'Code Based' structure which groups aircraft into recognized 'IATA' Aircraft Codes as outlined in the Civil Aviation Authority's CAP168 – Licensing of Aerodromes publication.

Aircraft will be charged based on the standard Maximum Take Off Weight of the largest aircraft in each respective category at a prevailing rate of £0.396 per tonne or part thereof per hour or part.

Some aircraft types have been reclassified to reflect atypical Maximum Take Off Weights (AN-12, B747-400F, C130 and MD11F). Any aircraft not included in the below table can be discussed directly by contacting Cargo and General Aviation Team (see Section 23).

| Aircraft Code | Code A | Code B | Code C | Code D | Code E | Code F |
|-------------------------|------------|-------------|-------------|---------------|-------------|-----------|
| Charges | | | | | | |
| £ / Hr (or part) | £3128 | £3128 | £3128 | £73.66 | £137.81 | £175.43 |
| Daily Cap | £100 | £125 | n/a | n/a | n/a | n/a |
| Example Aircraft | Cessna 310 | Embraer 120 | A320/21P2F | B757-200 | A330-200F | AN-124 |
| | Cessna 406 | Saab SF340 | AN-12 | A300-600 | A330-300P2F | B747-400F |
| | | | AN-26 | A300-B4 | AN-22 | B747-8F |
| | | | ATR-42/72 | A310 | B777-200LRF | |
| | | | BAE ATP | B767-200F | MD11F | |
| | | | B737-400 | B767-300ERF | | |
| | | | B737-800BCF | Ilyushin IL76 | | |
| | | | C130 | | | |
| | | | Hercules | | | |

2.6.1 Maintenance Area Remote Parking

50% discount to the rates stipulated in 2.6

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.

2.6.2 West Apron Remote Parking

33% discount to the rates stipulated in 2.6

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.

2.6.3 Use of Multiple Stands

Aircraft parking is charged on departure. If multiple stands have been used, (i.e. aircraft were towed between stands) the charge per stand will be calculated separately and individually itemised on the invoice.

2.7 Security Access Charges

All cargo movements will be subject to a Security Access Charge of £22.00 per ATM for provision of the security infrastructure to allow airside access.

2.8 Regulatory Charges

Airspace Modernisation Charge – £3.50 per Air Transport Movement.

2.9 COVID Surcharge

Cargo aircraft are subject to the COVID surcharge as set out in section 1.11

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 MTOW (Tonnes) | Charge Net of VAT |
|-----------------------------------|------------------------------|
| 0 to 2 | £100.00 |
| >2 to 5 | £250.00 |
| >5 to 10 | £500.00 |
| >10 to 20 | £750.00 |
| >20 | £1,000.00 |

Further access to the aircraft will only be possible through the designated handling agent in Section 24 'Contact Information' of this document.

3.1 General Aviation (GA) Aircraft Charges

3.1.1 GA Aircraft Air Traffic Service (ATS) Charge

Aircraft will be charged £2.82 per tonne or part thereof on departure.

3.1.2 GA Aircraft Runway Charge

Aircraft will be charged £11.83 per tonne or part thereof on departure.

3.1.3 GA Aircraft Parking Charge

Per hour per tonne or part tonne £0.38

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: £38.30 | Runway: £35.70 |
| ATS: £5.60 | ATS: £4.60 |

3.2 Access to Demarcated (Maintenance) Area

Access to the Demarcated (Maintenance) Area can be requested at 30 minutes notice by contacting the on-call landside Ranger on 07711 574190. This will be subject to a £30.00 charge per gate opening request.

3.3 Ad-hoc Gatehouse Opening Requests

Any requests for gatehouses to be opened outside of their normal operating hours (as notified through EMA Operational Advice Notices) will be charged to the requestor at a rate of £100 per hour requested. There will be a minimum charge of £500 per opening. Any such requests should be made to the EMA Control Room on 01332 818555 / controlroom@eastmidlandsairport.com and should be notified at least 7 days in advance of the requested date of opening. Any requests made with less than 7 days' notice will be subject to a price on request.

3.4 Discounted Departure Blocks

Blocks of departures are available to Aircraft owners and Operators only and may be purchased in advance (contact Cargo and General Aviation – see Section 24). They 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.

3.5 COVID Surcharge

GA aircraft are subject to the COVID surcharge as set out in section 1.11

4. Environmental Charges

4.1 Night Noise Surcharges

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 | 81 |
| 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.

For further information please contact the Environment Team (see Section 23)

These noise limits are reviewed regularly.

4.1.2 Zero Emission Flights

MAG's airport operations are carbon neutral, and we are committed to reducing our remaining emissions to become a net zero carbon business by 2038. In addition to reducing our own climate impacts, we are fully committed to supporting emission reduction across the wider industry. To incentivise decarbonisation, in 2020, we launched a competition which offers to waive the first five years of runway charges incurred by the first zero-emission commercial aircraft to operate at a MAG airport.

To claim this prize, the winning (single) aircraft must:

- produce no gross greenhouse gas emissions in operation (for the avoidance of doubt, this means that aircraft operated on sustainable aviation fuels do

- not qualify for this prize);
- have a maximum take off weight (MTOW) of 20,000kg or above;
- be based at a MAG airport, or be operated exclusively on services between one or more MAG airports and its base; and,
- operate regularly scheduled passenger or cargo services.

Where the aircraft operates between multiple MAG airports, the landing charge waiver will be extended to landing fees at those airports.

5. Rebates

5.1 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.

5.2 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.

5.3 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 Cargo and General Aviation (see Section 24).

6. Overshoots/Missed Approaches/ Training Touch & Go's

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 or 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 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 <25 tonnes | £46.92 |
| Aircraft >25 tonnes, <120 tonnes | £58.65 |
| Aircraft >120 tonnes | £69.87 |
| 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 9 £577.83 per request

A minimum 12 hours' notice is required to operate at Fire Category 9, with a 100% charge for cancellation once requested

9.2 Fire Training Courses

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

Fire Safety training

| | |
|---|------------------|
| ½ day fire extinguisher | £68.29 |
| 1 day fire warden | £99.81 |
| 1 day fire safety bespoke course, full course for one client (external – Max 12 people) | £893.01 |
| Miscellaneous bespoke Fire training | Price on request |

First Aid training

| | |
|---|---------|
| 2 day Emergency first aid at work including de-fib (off site clients only, max 12 students) | £787.95 |
| Level 3 – 3 day first aid at work course including de-fib (Valid 3 years) | £262.65 |
| 3 hours annual refresher (2 hours self-study) | £52.53 |

Extraneous duties

| | |
|---|---------|
| Per fire fighter or Airfield Operations personnel, per hour | £36.77 |
| Operational vehicles (including Rescue 6) | £131.33 |
| Major fire appliance per hour (in all instances) | £262.65 |
| Sweeper & driver (if available) | £157.59 |

Note above charges are also applicable during any disabled aircraft recovery (runway closure)

Automatic fire alarm Free response (recurrent false alarms £350.00 per activation).

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

First Aid training: firstaidtraining@eastmidlandsairport.com

Fire training: lee.toulson@eastmidlandsairport.com

9.3 Spillage Cleaning Costs

The clean-up costs of environmental incidents will be re-charged in all instances to Airlines, Operators, Handling agents, Contractors or Tenants.

Minimum Spillage Clean-up cost £577.83

Full recovery of cost for spillages for clean-up costs in excess of £577.83

10. Waste Recharges and Compactor Licence

| | |
|--|---------|
| Compactor licence cost per annum: | £612.00 |
| Disposal cost per tonne (CAT3 – UK Waste): | £290.00 |
| Disposal cost per tonne (CAT1 – Non-UK Waste): | £500.00 |

11. De-icer Cleaning Charge

The treatment cost of de-icer applied to aircraft is charged at £0.41 per litre of de-icer used

12. Aircraft Wash Bay

Charge per hour

£76.50

13. Airside Training

| | |
|---|-----------------|
| – Apron Course (A) (valid for 3 years) | £229.57 |
| – Manoeuvring course (M) (valid for 3 years) | £229.57 |
| – Runway course (R) (valid for 1 year) | £229.57 |
| – M+ Course (Escort training) | £86.78 |
| – R/T Retest | £31.52 |
| – Passport to Operate Airside | £22.33 |
| – Marshalling Course | £229.57 |
| – Human Factors Training | £229.57 |
| – Authorised Signatory Training | £229.57 |
| – Authorised Signatory Refresher | £86.78 |
| – Access Control Training | £157.59 |
| – Course non-attendance (less than 24hr notice of cancellation) | Full course fee |
| – Marshalling Lost/ stolen Permit re-issue | £57.40 |
| – Bespoke courses | £ on request |
| – Refamiliarisation visit/M permit escorted trip | £101.80 |

14. Airside Driver Passes

| | |
|--|--------|
| – A/M/R permit/lost/stolen Permit re-issue | £57.40 |
|--|--------|

15. Security Staff Passes

| | |
|---|---------|
| – ID Pass – Airside (single RZ including dual company) ¹ | £94.10 |
| – ID Pass – Airside (dual RZ) ¹ | £109.85 |
| – ID Pass – Landside or Demarcated Area | £94.10 |
| – ID Pass – Temporary Employment Pass | £94.10 |
| – ID Pass – Temporary Visitor Pass | £44.27 |
| – ID Pass – Limited Access | £62.73 |
| – Temporary Demarcated Area Authorisation | £31.52 |
| – Lost/ Failure to return I.D Pass (including lost ID) | £188.19 |
| – Failure to return 1-60 day pass | £188.19 |
| – Reprinted ID Pass (any reason) | £62.73 |
| – Unparking of ID pass (any reason) | £62.73 |

Any adhoc requests will be reviewed and charged on a case by case basis.

¹The Department for Transport will be introducing additional checks from the 1st January 2022, the cost of these checks will be added to the rate from this date.

16. Airside Vehicle Permits

| | |
|--|-----------|
| – Airside Vehicle Permit – Diesel or Petrol | £94.10 |
| – Airside Vehicle Permit – LPG | £88.84 |
| – Airside Vehicle Permit – Electric and alternative | £67.83 |
| – Temporary Airside Vehicle Permit | £67.83 |
| – Temporary Airside Driving Permit | £67.83 |
| – Failure to return Airside Vehicle Permit (including lost AVP) | £188.19 |
| – Failure to return Airside Driving Permit (including lost ADP) | £135.66 |
| – Private Airside Vehicle Permits | £1,080.70 |
| – Vehicle Emissions Test | £22.06 |
| – Reprinted AVP or ADP | £62.73 |
| – Late renewal charge | £73.54 |
| – Vehicle check AVP 3/4/6 | £94.55 |
| - Vehicle Check AVP 5 | £63.04 |
| - Unit Loading Devices (ULD) | £2.04/ULD |
| Payable for each ULD container in excess of the number agreed between the Company and the Airline, Operator or Handling Agent from time to time. | |
| - Airside Parking Charge | £250.00 |
| Charged per piece of equipment with a valid AVP parked Airside. | |

Any cancellations within 24 hours of the commencement of a permit is chargeable at the permit rate.

17. Staff Car Parking Charges

| | |
|--|-----------|
| – Premium | £1,020.00 |
| – Remote | |
| Annual | £357.00 |
| 9 months | £306.00 |
| 6 months | £235.00 |
| 3 months | £148.00 |
| – Replacement permits/Failure to return card | £58.00 |

18. Telephone Services

Telephone services are available for Airport tenants. Prices are available on request from the MAG Property team.

19. Utility Charges

Electricity

Tariff 4A & 4B

– Standing Charge

£55.14 per quarter

– Usage Charge

£0.304 per kWh

Tariff T1

– Standing Charge

£86.31 per month

– Supply availability per KVA (Mar-Oct)

£6.87 per KVA per month

– Supply availability per KVA (Nov-Feb)

£14.38 per KVA per month

– Usage Charge

£0.260 per kWh

Tariff Ft²

– Standing Charge

£5.01 per annum per Ft²

Water

Water Supply

£1.820 per cubic meter

Sewerage

£1.191 per cubic meter

Tariff Ft²

£0.153 per annum per Ft²

W&S Admin Charge

£0.267 per cubic meter

20. Consolidation Centre Charges

All deliveries of airport or airline supplies must go via the Consolidation Centre operated by DHL.

To get in touch with the consolidation centre team, please contact:
Bobby Sangha –mobile: 07730 202275

| Standard Charge | Price |
|--|---|
| Screening per item/tote *dimensions not exceeding 60x40x38 cm | £1.20 |
| Screening per pallet *where applicable – some pallets may require breakdown to meet security compliance and incur an item/tote price | £47.70 |
| Other Optional Services | |
| All must be pre-agreed with the Consolidation Centre Team | |
| Keg screening | £3.10 per keg |
| Large ad-hoc deliveries (fixtures, fridges, etc.) * 48h notification must be provided | £45-70 per pallet/item depending on item |
| Delivery to stock room | £2.99 per cage £4.27 per pallet |
| Delivery to store | £5.98 per cage £8.97 per pallet |
| Returns from dock/stock room Returns of large ad-hoc items (fixtures, fridges, etc.) Returns of waste/packaging per cage * returns not picked up from the Consolidation Centre within 48h will start incurring storage charge | £20 per pallet/cage £30 per pallet/item £5 per cage |
| Penalty for leaving excess stock on delivery bay | £22 per cage/pallet per day |

21. Standard Terms and Conditions (Terms)

- 21.1 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 20.39. The Company considers these paragraphs to be reasonable.
- 21.2 The Company reserves the right at any time to amend, vary or discharge the Terms upon giving notice.
- 21.3 The Company reserves the right to amend or vary the Charges upon giving notice.
- 21.4 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.
- 21.5 The Company reserves the right to withdraw any Rebate offered in the Terms upon giving notice.

Charges

- 21.6 All Charges apply to departing Aircraft and/or Passengers (unless otherwise stated).
- 21.7 All Charges are due on departure (subject to provisions regarding diversions and subject to paragraph 20.8).
- 21.8 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.
- 21.9 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.

- 21.10 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.
- 21.11 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.
- 21.12 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.
- 21.13 The Passenger Facilities Charge (PFC) and the Passenger Security Charge (PSC) apply to Aircraft and/or Combi-Aircraft that carry Passengers.
- 21.14 Without prejudice to paragraph 20.15 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.
- 21.15 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.
- 21.16 Following any removal or storage of equipment in accordance with paragraph 20.15, should the Operator fail to comply with a reasonable direction issued by the Company to collect such equipment within the time specified, the Company may dispose of the equipment as it sees fit. The Company shall be entitled to collect from the Operator any fees or charges it incurs, and retain any payment or proceeds it receives, as a consequence of or in connection with any disposal in accordance with this paragraph 20.16.

Payment

- 21.17 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.
- 21.18 Where the Company has agreed an alternative payment arrangement with the Operator in accordance with paragraph 20.8, 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.
- 21.19 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.
- 21.20 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.
- 21.21 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.
- 21.22 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.

- 21.23 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, MAG Airport Limited reserves the right to recover all Airport Charges incurred by the Airline or Operator on behalf of the Airport and any Group Airport.
- 21.24 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.
- 21.25 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.
- 21.26 Under Section 88 of the Civil Aviation Act 1982 the Company is entitled to detain and sell Aircraft in respect of unpaid Airport Charges.
- 21.27 Section 88 (1) Civil Aviation Act 1982
- 21.27.1 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.

- 21.27.2 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.
- 21.27.3 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

- 21.28 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.
- 21.29 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.
- 21.30 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.
- 21.31 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.
- 21.32 Each Operator or Airline will ensure that ground handling is arranged in advance of arrival/departure of an Aircraft.

- 21.33 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.
- 21.34 Where the Operator, Airline or its appointed Handling Agent fails to provide the information required under paragraph 20.32 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.
- 21.35 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.
- 21.36 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.
- 21.37 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.

- 21.38 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.
- 21.39 The Airport operates a system of generic service standards that define the standard of service provisions for certain elements of the Airport's infrastructure.

21.40 Liability

- 21.40.1 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.
- 21.40.2 Subject to condition 20.40.3, 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.

- 21.40.3 Nothing in this condition 20.40 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.

- 21.40.4 Subject to condition 20.40.3, the Company and the Airport 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.
- 21.40.5 Subject to condition 20.40.3, the Company and the Airport 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.
- 21.40.6 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 20.40. Nothing in this Condition 19.39.6 shall preclude the Operator from fulfilling its insurance obligations through self-insurance.
- 21.40.7 Without prejudice to the generality of condition 20.40.6, each Operator, Airline and Handling Agent are, 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 unless an alternative limit has been agreed by the Company subject to type/location of operation/service;
- (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.

21.40.8 Each part (including a sub condition or part thereof) of this condition 20.40 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

21.41 All times are local.

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

21.43 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.

21.44 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.

21.45 Except in relation to the rights provided in condition 20.23, 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.

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

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

22. 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 19 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 and East Midlands.

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 Facilities Charge (PFC) 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 scheduled 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 2020 to 31st October 2020 inclusive and 1st March 2021 to 31st March 2021 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 2020 to 28th February 2021 inclusive.

Year means a 12 Month period commencing on 1st April 2020.

23. Contact Information

East Midlands International Airport Limited

Pathfinder House
East Midlands Airport
Derby
DE74 2TG

Tel: +44 (0) 871 919 9000
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Passenger Aviation

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