

Southampton Airport

Conditions of Use Including Airport Charges from 1 April 2008

Issued on: 1 April 2008

Preface

(This Preface is not part of the Conditions of Use)

1. This edition replaces the 1 April 2007 Conditions of Use.
2. These Conditions of Use apply to Southampton International Airport.
3. The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. BAA Ltd. and Southampton International Airport Ltd. Draws the attention of potential users of the Airport to Clause 2.6 of the Conditions of Use which excludes their respective liability in certain circumstances.
4. Section 88(1) of the Civil Aviation Act 1982 entitles aerodrome managers to detain aircraft for the non payment of airport charges. Section 88(1) provides as follows:

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

(a) detain pending payment either:

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

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

(b) if the charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges”.
5. Attention is drawn to paragraph 2.2.2 of the Conditions of Use under which the airport company is entitled to charge interest on overdue accounts.
6. Additional copies of this publication are available from the Finance Department of Southampton International Airport Limited. Contact details are:

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Southampton
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Southampton International Airport Limited

Conditions of Use from 1 April 2006

1. Interpretation

- 1.1 **'BAA Ltd'** shall mean the holding company of Southampton International Airport Ltd. whose registered office is 130 Wilton Road London SW1V 1LQ.
- 'SIAL'** shall mean Southampton International Airport Ltd. Whose registered office is at 130 Wilton Road, London SW1V 1LQ.
- 1.2 **'Operator'** in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.3 **'Flight'** has the same meaning as the Air Navigation Order, 1989 as amended.
- 1.4 References to a **'Certificate of Airworthiness'** shall include any validations therefor and any flight manual or performance schedule relating to the aircraft.
- 1.5 **'Maximum total weight authorised'** in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.
- 1.6 **'Flight Classification'** means classification within the following categories:
- 1.6.1 **'Domestic Flight'** means a flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (but excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas.
- 1.6.2 **'International Flight'** means all flights other than Domestic Flights.
- 1.7 **'Passenger'** means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.
- 1.8 **'International Departing Passenger'** means any passenger who boards the aircraft through the International Departure Lounge at the airport of departure or whose destination is a place outside the United Kingdom, Channel Islands or the Isle of Man. This definition will be applied in all cases for determining departure passenger charges notwithstanding that such a passenger may be travelling on a domestic flight as defined in paragraph 1.6.1 above.
- 1.9 **'Transfer Passenger'** means a passenger who arrives in an aircraft and departs from the airport on an onward flight in another aircraft. Transfer passengers will land at Southampton, check in as appropriate and follow the normal departure process. Baggage for all transfer passengers will be subject to hold baggage screening requirements as directed by the DFT.
- 1.10 **'Transit Passenger'** means a passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport, and includes a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.
- 1.11 **'Terminal Departing Passenger'** means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.

- 1.12 **‘The Time of Landing’** means the time recorded by Air Traffic Services as the time of touch down of an aircraft, and the **‘Time of Take-Off’** means the time recorded by Air Traffic Services as the time when the aircraft is airborne.
- 1.13 **‘Air Transport Movements’** are landings and take-offs of an aircraft engaged in the transport of passengers cargo or mail on commercial terms. All scheduled and loaded charter movements are included. For the purpose of these statistics where flights are operated on a sub-charger basis the operator is identified according to the flight number.
- 1.14 **‘Jet Aircraft’** means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.15 **‘Non-jet Aircraft’** means an aircraft which is not a jet aircraft.
- 1.16 **‘General Aviation Flight’** means any flight (except military) which is not a scheduled or non-scheduled service.
- 1.17 **‘Airport Director’** means the Airport Managing Director of Southampton International Airport Limited.
- 1.18 **‘Passenger with Reduced Mobility’** means any arriving or departing passenger with reduced mobility or other disability as defined by Section 1 of the Disability Discrimination Act 1995.
- 1.19 **‘Schedule of Charges’** means the Schedule annexed hereto.

2. General Conditions

- 2.1 The use of the airport is subject to the following conditions:
- 2.1.1. Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and
- 2.1.2 Compliance with Airport Byelaws, instructions orders as published from time to time by Southampton International Airport Limited, the Civil Aviation Authority or the Department for Transport.
- 2.2 The operator shall pay the appropriate charges for the landing, parking or housing of aircraft, as set out below. The operator shall also pay the appropriate charge for any supplies, services or facilities proved to him or to the aircraft at the airport by or on behalf of SIAL; the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) by those as may from time to time be determined by SIAL. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by SIAL, shall be payable to SIAL on demand and, whether a demand has been made or not, before the aircraft departs from the airport.
- 2.2.1 SIAL may, at its sole discretion, permit the operation to pay the sums referred to in paragraph 2.2 either
- a) in accordance with terms for payment agreed in advance and in writing between SIAL and the operator, or
- b) in accordance with terms for payment included in the invoice for such charges rendered by SIAL to the operator.

Provided that if the operator fails to make payment in accordance with the terms of any such agreement or the terms of any such invoice or if the operator or any other person commence any proceedings or takes any action which, in the opinion of SIAL, could affect the ability of the operator to pay the sums due under paragraph 2.2 all such sums shall become immediately payable.

2.2.2 SIAL may in addition to the sums payable under paragraph 2.2 charge interest on all such sums if the operator fails to pay such sums, either:

- a) prior to leaving the airport, or
- b) in accordance with terms agreed in writing between SIAL and the operator, or
- c) in accordance with the terms for payment included in any invoice submitted to the operator, or
- d) on the date that any sums became immediately payable under the proviso to paragraph 2.2.1

as the case may be and such interest shall be calculated from the date upon which the charges to which it relates were incurred until the date of payment of the charges (both dates inclusive) at the base rate of Barclays Bank plc or each day that such interest is payable plus 3% and such interest shall be paid at the same time as the charges to which it relates.

Such interest shall be a charge payable in addition to the charges payable under clause 2.2 hereof.

2.3 So long as the aircraft, its parts and accessories shall be upon the airport or upon any land within the airport allotted by or rented from SIAL, SIAL shall have a continual lien both particular and general for all charges of whatsoever nature and whensoever incurred which shall be or become due and payable to SIAL upon either:

2.3.1 The aircraft its parts and accessories in respect of which the charges were incurred whether or not they were incurred by the person who is the operator at the time when the lien is exercised or,

2.3.2 Any other aircraft, its parts and accessories of which the operator in default is the operator at the time when the lien is exercised and the said lien shall not be lost by reason of the aircraft departing from the land under SIAL's control but shall continue and be exercisable at any time when the aircraft has returned to and is upon any such land at the airport so long as any of the said charges, whether incurred before or after such departure, shall remain unpaid.

2.4 If payment of any such charge is not made to SIAL within 56 days after a letter demanding payment thereof has been sent by post addressed to the registered owner of the aircraft at any place at which he carries on business, SIAL shall be at liberty from time to time and such

2.5 For scheduled services and any programmed charter service, SIAL may require adequate security to be provided for the payment of airport charges estimated to be payable for a period of up to six months in respect of such services prior to such services commencing.

- 2.6 ***Neither BAA plc, nor SIAL, nor its respective servants or agents shall be liable for loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or take-off at the airport, or being removed or dealt with elsewhere for the purpose of paragraph 2.4, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of BAA plc, SIAL or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.***
- 2.7 The operator or its appointed handling agent shall furnish to SIAL or to such other company within the BAA plc group as SIAL may direct, in such forms as SIAL may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of these movements, including information about the number of terminal arriving, departing and transit passengers and the volume of cargo and mail embarked and disembarked at the airport, together with the name and address of the operator who is to be invoiced.
- 2.8 The operator or its appointed handling agent shall also furnish on demand in such form as SIAL may from time to time determine details of the maximum total weight authorised in respect of each aircraft owned or operated by the operator.
- 2.9 The operator or its appointed handling agent shall also furnish without delay details of any changes in maximum total weight authorised in respect of each aircraft owned or operated by the operator.
- 2.10 Where the operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, SIAL shall be entitled to assess the charges payable hereunder by the operator by reference to the maximum total weight authorised and the maximum passenger capacity of the aircraft type. The operator shall pay the charge assessed by SIAL.
- 2.11 The operator or its appointed handling agent shall furnish to SIAL within 21 days of written request made by SIAL copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period. This provision shall also apply to the furnishing of copies of extracts from aircraft Flight Manuals to enable verification of aircraft weight and noise characteristics. The operator shall following a request in writing made by SIAL produce for inspection by any person duly authorised in writing by SIAL the original copies of such documents.
- 2.12 The operator shall not without the express written consent of SIAL be entitled in respect of any claim he may have against SIAL or otherwise to make any set-off against or deduction from the charges provided for in these Conditions. He must pay such charges in full pending resolution of any such claim.

3. Landing Charges

- 3.1 Charges for the landing of aircraft are shown in the Schedule of Charges.
- 3.2 The weight charge on landing will be assessed and payable on the basis of the maximum total weight authorised (see paragraph 1.5).

4. Surcharges

4.1 Noisy Aircraft

4.1.1 The surcharge for aircraft who are deemed “Chapter 3 High” (noise performance is less than 5EPNdb below Chapter 3 certification limits) will be subject to a surcharge of 50% of the published weight related charge.

4.2 Exceptional Policing Requirements

4.2.1 Where any flight imposes an additional policing requirement over and above the services normally provided at the airport, the Airport Director, or his nominated deputy, may require the operator to pay a charge equivalent to the additional identified cost of policing that flight.

4.3 Out of Hours

4.3.1 An operator, having received approval from SIAL for an out of hours movement, must inform SIAL if the movement is no longer required. SIAL reserves the right to invoice the full out of hours charge if no notification of the cancellation is received or such notification of cancellation is received after additional costs associated with the extension have been incurred.

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

5. Housing and Parking Charges

5.1 The charges for parking of aircraft at the airport will be assessed and payable on the basis of the maximum total weight authorised (see paragraph 1.5).

5.2 The parking charges will be based on the total number of days or part days that the aircraft has been parked on areas designated as airport company parking days.

5.3 These charges will apply whether the aircraft is secured to the ground or to a structure on the airport or is left on the ground unsecured.

5.4 The standard charges for parking an aircraft will be assessed and payable in accordance with the charges set out in the Schedule of Charges.

5.5 The Airport Director, or his nominated deputy, may at any time order an aircraft operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified will render the operator liable to a special charge which will be notified to the aircraft operator at the time of the request to move the aircraft.

5.6 No aircraft will be accepted for long term parking (48 hours plus) unless agreement has been obtained in writing from the Airport Director or his nominate deputy.

6. Rebates

6.1 Operators may apply to the Managing Director for rebates for the operation of new services to new destinations or for increased frequencies to existing destinations. The decision of the Managing Director as to whether to grant such rebates shall

be absolute. Such rebates need to be agreed in writing with the Managing Director prior to the commencement of services.

- 6.2 Nothing in these Conditions shall prevent the Managing Director, at his sole discretion, to abate or waive either wholly or in part the charges or surcharges set out in the Schedule hereto, any said abatement and waiver being set out in writing and signed by the Managing Director.

7. Value Added Tax

- 7.1 The charges stated herein are exclusive of any Value Added Tax which may be chargeable in accordance with the provisions of the Value Added Tax 1994 or with any Orders or Regulations made thereunder or by virtue of any Act

8. Authority to Board Aircraft

- 8.1 SIAL, its servants or agents shall have the authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require any operator to pay the costs incurred by it.

9. Recovery of Aircraft

- 9.1 SIAL shall have the right to remove or require the removal of any aircraft from any part of the Airport where that aircraft is in the opinion of the airport Director in any way impeding the safe and efficient operation of the Airport.
- 9.2 The obligation to remove any aircraft is an obligation of the operator of that aircraft who shall take steps to remove any such aircraft immediately upon receiving written notice from the Airport Director requiring such removal.
- 9.3 The operator shall fully and effectively indemnify and hold harmless SIAL from and against any and all loss damage costs liabilities and expenses howsoever incurred as a result of any removal or failure to remove an aircraft pursuant to Clause 9.2.
- 9.4 If the operator is unable to comply with a Notice given by the Airport Director the operator may request SIAL to carry out the removal PROVIDED THAT the operator shall enter into an indemnity in respect of all the costs of such removal and in request of any loss damage costs liabilities and expenses which may be suffered or incurred by SIAL in carrying out such removal AND INCLUDING any liability for loss or damage to property including that of SIAL for or in respect of bodily injury (including death) which may be made against SIAL and a waiver and exclusion of any liability on the part of SIAL to the operator for loss or damage caused to the aircraft by such removal other than any which is property attributable to the wilful misconduct of SIAL, its servants or agents. Such indemnity to be in a form required by SIAL
- 9.5 SIAL reserves the right at its discretion to carry out such aircraft removal where in the opinion of the Airport Director time is insufficient to submit a Notice pursuant to Clause 9.2 and safety at the Airport is jeopardised.
- 9.6 The operator shall fully and effectually indemnify and hold harmless SIAL against any and all loss damage costs liabilities and expenses that may be suffered and incurred by SIAL in carrying out any aircraft removal pursuant to Clause 9.5.

10. Variations

- 10.1 SIAL reserves the right at any time upon giving notice to amend, vary or discharge any of the terms and conditions of use set out herein.

11. Enquiries on the General Conditions

- 11.1 Any enquiries should be addressed in the first instance to the Airport Managing Director's Office.

**Southampton International Airport Limited
Southampton, Hants. SO18 2NL**

Standard Schedule of Fees and Charges

With effect from 1 April 2008

All prices are exclusive of VAT.

References to weight imply Maximum total Weight Authorised.

1. Weight Charges on Landing

| Aircraft Weight Category | Price |
|---------------------------------|---|
| 0.0 - 3.0 tonnes | £8.15 per 0.5 tonne or part Minimum charge of £11.96 |
| in excess of 3.0 tonnes | £11.96 per 1.0 tonne or part thereof |

Navigation services at the airport are provided by National Air Traffic Services (NATS).
The 2008/09 NATS charges are:-

| | |
|-------------------|---|
| Navigation charge | £4.75 per 1.0 tonne – in addition to the weight charges |
|-------------------|---|

2. Parking Charges

From time of landing charges are per 24 hours or part thereof (not per tonnage unless otherwise stated) and is for uninterrupted periods of Airport parking. However the first two hours of parking are free of charge.

| Aircraft Weight Category | 1st 7 days | 2nd 7 days | 3rd 7 days | after 21 days |
|--|-------------------|-------------------|-------------------|----------------------|
| 0.0 - 3.0 tonnes (per tonne or part thereof) | £6.10 | £12.20 | £24.40 | £48.79 |
| 3.0 - 6.0 tonnes | £18.31 | £36.63 | £73.25 | £146.51 |
| 6.0 - 10.0 tonnes | £24.49 | £48.98 | £97.97 | £195.93 |
| 10.0 - 20.0 tonnes | £42.74 | £85.48 | £170.97 | £341.94 |
| 20.0 - 30.0 tonnes | £55.04 | £110.07 | £220.14 | £440.28 |
| 30.0 - 40.0 tonnes | £61.09 | £122.18 | £244.35 | £488.70 |
| 40.0 - 50.0 tonnes | £73.34 | £146.68 | £293.35 | £586.71 |
| Per 10.0 above 50.0 tonnes | £12.26 | £24.52 | £49.04 | £98.09 |

3. Passenger Charges

All prices are per departing passenger

| Aircraft Weight Category | Domestic | International |
|---------------------------------|-----------------|----------------------|
| 0.0 - 5.0 tonnes | £7.18 | £7.18 |
| In excess of 5.0 tonnes | £9.26 | £9.26 |

Exemptions

- a) Children under two years
- b) Passengers on aircraft not operating for hire or reward

4. Out of Hours

These charges are made in addition to standard fees and are per aircraft operator, and include fire cover.

First hour following 23:00 hours.

| | |
|---------|---------|
| Cat 1-2 | £249.67 |
| Cat 3-4 | £332.60 |
| Cat 5 | £374.45 |
| Cat 6 | £420.04 |
| Cat 7 | £440.97 |

Single charge at all other times.

| | |
|---------|-----------|
| Cat 1-2 | £718.05 |
| Cat 3-4 | £977.22 |
| Cat 5 | £1,100.00 |
| Cat 6 | £1,230.98 |
| Cat 7 | £1,292.36 |

5. Landing Cards

Charges for resident non-commercial aircraft:

| | |
|---|---|
| Annual private landing card. Non-refundable and non-transferable. Maximum 4 named pilots allowed to fly aircraft unless agreed in writing by Airport Managing Director. Does not include circuit training or any operation for hire and reward. | 70 times normal landing charge plus £1,278.36 in respect of parking charges, payable quarterly in advance |
|---|---|

Landing cards may be withdrawn at any time by the Airport Managing Director without notice.

6. Training

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

Training flights by non based operators, must be approved by the Airport Duty Manager (SIAL) prior to such training taking place. SIAL reserves the right to decline or suspend training if in the opinion of the Aerodrome Operator such training is not considered to be in the best interests of the operation.

| | |
|--|---|
| 1st landing (per detail) | Standard landing charge |
| Each subsequent landing or a go around including ILS Training | 25% of Standard landing charge Min. charge £16.24 per approach/landing. |

7. Miscellaneous Charges

Details of other charges including hire of equipment and hire of labour available on request.

8. Minimum Charge

The minimum charge applicable to credit invoices £100.00

9. Security/Baggage Charge

Applicable on all departing bags £0.75 per bag
(following DfT Directive on Baggage Screening)

10. Passenger with Reduced Mobility (PRM) Charge

With effect from the 1 April 2008, SIAL will adopt responsibility for the provision of services to PRM's under the requirements of EU legislation. The charge for this provision is £0.23 per departing passenger.