

Southampton International Airport

Conditions of Use Including Airport Charges from 1 April 2012

Issued on: 22 March 2012

Preface

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

1. This edition replaces the 1 May 2011 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. Southampton International Airport Ltd. draws the attention of potential users of the Airport to condition 2.2 of the Conditions of Use which excludes its 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 condition 2.1.4 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:

Southampton International Airport Limited
Southampton
Hampshire
SO18 2NL

Telephone: 023 8062 7187
Fax: 023 8062 7181

7. **New Route Incentives:** Southampton International Airport Limited (**SIAL**) has an incentive program designed to stimulate greater choice and convenience for all air passengers by encouraging the launching of new routes from the Airport. The incentives are available to all airlines that meet the relevant conditions. Discounts from the incentives will normally be shown on each invoice raised, where there is enough evidence to satisfy SIAL that the relevant conditions have been, or will be, met. Where SIAL is not so satisfied, discounts may be applied at a later date if the discount conditions are later shown to have been met, and a repayment equal to the appropriate rebate made at the end of the season in question.

All discounts from incentives will be subject to SIAL's audit processes. The amount of any reduction will be repayable to SIAL on demand if any of the incentive conditions are not fully met.

Southampton International Airport Limited

Conditions of Use from 1 April 2012

1. Interpretation

1.1 In these conditions the following words shall mean:

'Affiliates' means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

'Airport' means Southampton International Airport the aerodrome 3.5 NM NNE of Southampton as described in Schedule 1 of Civil Aviation Authority Aerodrome Licence No. P690.

'Airport Director' means the Airport Managing Director of Southampton International Airport Limited.

'Airport Duty Manager' means the airport duty manager who is on duty and responsible for the operation of the Airport at the relevant time;

'Airport Parking' means the period beginning at the Time of Landing at the Airport and ending at the Time of Take-Off from the Airport subject to towing to any area off the Airport.

'BAA Ltd' shall mean the holding company of Southampton International Airport Ltd. whose registered office is The Compass Centre, Nelson Road, London Heathrow Airport, Hounslow, TW6 2GW.

'Business or General Aviation' means any air traffic not falling into any of the following categories:

- a) Any traffic engaged on the Queen's flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad;
- b) Non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft exceeds 10; or
- c) Regular Public Transport Operations.

'Catchment Area' means the Airport's target catchment area for passengers which may be broadly described as the area centred on Southampton International Airport and extending outwards such that it includes within its boundaries the cities of Southampton, Portsmouth, Bournemouth, Weymouth, Swindon, Oxford, Reading, Woking and Brighton and the Isle of Wight. A map depicting this area is available to Operators on request.

'Certificate of Airworthiness' references shall include any validations therefor and any flight manual or performance schedule relating to the aircraft.

'Embarking Passengers' means all Passengers on board a departing aircraft.

‘Facilities and Services’ means the aircraft movement, passenger processing and other general facilities and services provide by SIAL to the Operators except to the extent that those facilities and services are provided to the Operator under a separate contract, lease, licence or other authority from SIAL.

‘Flight’ has the same meaning as the Air Navigation Order 2009 as amended.

‘Legislation’ means all Acts of Parliament, regulations, rules, orders, byelaws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or aircraft using it.

‘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.

‘New Route’ means a route to another airport from the Airport announced and commenced after 1 May 2011 that was not served during the previous corresponding season or a route previously served on a year round basis that has not been served for at least one season. For the avoidance of doubt, a route which is flown by an aircraft operating under a private charter is not a New Route.

‘Normal Operating Hours’ has the meaning given to it in Condition 7.1.

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

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

‘Passenger with Reduced Mobility’ means any arriving or departing passenger with reduced mobility or other disability as defined by Section 1 of the Disability Discrimination Act 1995.

‘Regular Public Transport Operations’ or **‘RPT’** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.

‘Schedule of Charges’ means the Schedule of Fees and Charges appended hereto.

‘SIAL’ shall mean Southampton International Airport Ltd. whose registered office is at The Compass Centre, Nelson Road, London Heathrow Airport, Hounslow, TW6 2GW

‘Terminal Departing Passenger’ means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.

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

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

‘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.

'Working Day' means any day which is not a Saturday, Sunday or public holiday in England.

1.2: Time

All references in these Conditions to time are to the local time at Southampton International Airport.

An Operator using the Airport agrees to be bound by the following conditions:

2. General Conditions

2.1 Payments

2.1.1 The use of the Airport is subject to the following conditions:

2.1.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and

2.1.1.2 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.

2.1.2 The Operator shall pay the appropriate charges for the landing, parking or housing of aircraft, as set out below and in the Schedule of Fees and Charges appended to these conditions. 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) be those as may from time to time be determined by SIAL. All charges referred to in this condition 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.

2.1.3 SIAL may, at its sole discretion, permit an Operator to pay the sums referred to in condition 2.1.2 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 condition 2.1.2 all such sums shall become immediately payable.

2.1.4 SIAL may in addition to the sums payable under condition 2.1.2 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 condition 2.1.3

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% (subject to a minimum annual interest rate of

8%) 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 condition 2.1.2 hereof.

- 2.1.5 Any queries relating to invoices rendered by SIAL to the Operator in respect of the charges should be raised with the Credit Control Department at the BAA Business Support Centre within 10 days of the invoice date. Contact numbers for the BAA Business Support Centre are shown on our invoices and statements.
- 2.1.6 If the Operator fails to comply with EC Regulation 261/2004 and due to that default SIAL (after making reasonable attempts to contact the Operator) provides assistance to the Operator's Passengers directly, all costs (internal and external) reasonably incurred by SIAL shall be fully rechargeable to the Operator and shall be payable by the Operator on demand.
- 2.1.7 If SIAL is not reasonably satisfied that an Operator has capacity to meet its on-going financial obligations under these conditions or does not adhere to the payment terms, then SIAL may require a cash deposit or an unconditional bank guarantee in an acceptable form. This deposit or bank guarantee shall be for an amount equal to the SIAL's reasonable estimate of the airport charges the Operator is likely to incur over a 3 month period.
- 2.1.8 If an Operator fails to adhere to the payment terms on more than one occasion or an Operator's deposit and/or guarantee is exhausted then the Airport may require that Operator to pay its charges weekly in advance.
- 2.1.9 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:
- 2.1.9.1 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
 - 2.1.9.2 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.
- 2.1.10 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 have the right to sell the aircraft, its parts and accessories and apply the proceeds to satisfy all outstanding debts and costs associated with sale.
- 2.1.11 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.
- 2.1.12 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.

2.2 Liability

2.2.1 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.

2.2.2 Subject to condition 2.2.3, to the extent permitted by law neither SIAL nor its employees, servants, agents or Affiliates shall have any liability to any Operator or be obliged to indemnify any Operator in respect of any:

- i. indirect loss;
- ii. consequential loss;
- iii. loss of profits;
- iv. loss of revenue;
- v. loss of goodwill;
- vi. loss of opportunity;
- vii. loss of business;
- viii. increased costs or expenses;
- ix. wasted expenditure; or
- x. any other injury, loss, damage, claim, cost or expense,

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

2.2.3 Nothing in this condition 2.2 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of SIAL, its employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from any act or omission of SIAL or its employees, servants, agents or Affiliates done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

2.2.4 The Operator agrees to hold current and adequate insurance at all times when the Operator uses SIAL's Facilities and Services at the Airport to cover any and all liability excluded or limited under this condition 2.2.

2.2.5 Without prejudice to the generality of condition 2.2.4, 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.

2.2.6 Each part (including a sub condition or part thereof) of this condition 2.2 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.

2.3 Data

- 2.3.1 The Operator or its appointed handling agent shall furnish to SIAL 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.
- 2.3.2 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.
- 2.3.3 The Operator or its appointed handling agent shall also furnish without delay details of any changes in Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator.
- 2.3.4 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.
- 2.3.5 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 the 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.
- 2.3.6 The Operator acknowledges that SIAL will use the information the Operator has provided to SIAL under this condition 2.3 for the purpose of keeping passengers and the public informed of the status of Regular Public Transport Operations, Business and General Aviation using the Airport.

2.4 Baggage

The Operator agrees, subject to requirements under Legislation, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to the Operator's aircraft.

2.5 Business or General Aviation

- 2.5.1 Ground handling for Operators of Business or General Aviation may be provided by SIAL itself or any fixed base operator or licensed ground handling agent operating at the Airport.

Where SIAL itself provides ground handling services of any kind to an Operator of a Business or General Aviation movement then the Operator shall be subject to the charge for ground handling outlined in the Schedule of Charges.

- 2.5.2 Operators of Business or General Aviation must comply with the requirements of:
- i. any NOTAM, and
 - ii. any Local Traffic Regulations.

3. Landing Charges

- 3.1 Charges for the landing of aircraft are shown in the Schedule of Charges appended to these conditions.
- 3.2 The weight charge on landing will be assessed and payable on the basis of the Maximum Total Weight Authorised.

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 Requirements

- 4.2.1 Where any flight imposes an additional management, planning, staffing, security or policing requirement over and above the level normally provided to flights 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 receiving and/or despatching that flight.

4.3 Operational constraints

- 4.3.1 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.
- 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 SIAL airport parking areas.
- 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 nominated deputy.

6. Rebates / New Route Incentives

- 6.1 If an Operator introduces a New Route from the Airport then Weight Charges on Landing (Item 1 in the Schedule of Charges) and Passenger Charges (Item 4 in the Schedule of Charges) shall be replaced by the New Route Rate as set out in Item 5 of the Schedule of Charges appended to these conditions.
- 6.2 The charges applicable to a New Route during its first five years of operation shall be those outlined in the Conditions in force at the time of the launch of the New Route.
- 6.3 All other charges on the Schedule of Charges remain payable and are subject to change upon annual revision of these Conditions.
- 6.4 If a New Route is served from the Airport with an aggregate frequency and capacity below that necessary to meet at least 20% of the demand for the route from the Airport's Catchment Area (determined at SIAL's sole discretion with reference to Civil Aviation Authority origin and destination data) and another Operator subsequently begins a service on that New Route then the New Route Rate shall also be applied to the subsequent Operator with the charges applicable being determined with reference to the time the New Route was commenced by the first Operator.
- 6.5 A New Route Operator must at all times operate the New Route to a level at or above the schedule published at route launch and pay all charges (including standard charges applicable to other routes) to continue to be charged the New Route Rate.
- 6.6 An Operator operating a New Route and charged a New Route Rate shall not be entitled to any further rebates in respect of that New Route.
- 6.7 Notwithstanding the foregoing, Operators may apply to the Airport Director for rebates for increased frequencies to existing destinations or for any other initiatives which demonstrate a clear commercial benefit to the Airport. The decision of the Airport Director as to whether to grant such rebates shall be absolute. Such rebates need to be agreed in writing with the Airport Director prior to the commencement of the relevant initiatives.
- 6.8 Nothing in these conditions shall prevent the Airport 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 Airport Director.

7. Out of Hours (Extensions)

- 7.1 The Airport's normal operating hours are between 06:30 and 23:00 (the "**Normal Operating Hours**") and aircraft movements are not permitted outside of these hours except with the prior consent of SIAL in accordance with Conditions 7.2 and 7.4, and subject to the extension charges set out in the Schedule of Charges.
- 7.2 If an Operator requires an extension to the Normal Operating Hours to accommodate an aircraft movement between 23:00 and 23:30 (an "**Early Extension**"), then:
 - 7.2.1 If the Operator submits a request for the Early Extension to the Airport Duty Manager at or prior to 20:00 on the date of the proposed aircraft movement, SIAL shall use reasonable endeavours to provide the Facilities and Services necessary to grant such request; or

- 7.2.2 If the Operator submits a request for an Early Extension to the Airport Duty Manager later than 20:00 on the date of the proposed aircraft movement, the Airport Duty Manager may in his sole discretion grant or refuse such request.
- 7.3 If the proposed aircraft movement is cancelled after SIAL has granted an Early Extension, the Operator shall notify the Airport Duty Manager of such cancellation by no later than 20:00 on the date of the relevant Early Extension. If the Operator fails to notify the Airport Duty Manager in accordance with this Condition 7.3, SIAL reserves the right to apply the extension charges in respect of the cancelled aircraft movement.
- 7.4 If an Operator requires an extension to the Normal Operating Hours to accommodate an aircraft movement between 23:30 and 06:30 (a “**Late Extension**”), then:
- 7.4.1 the Operator shall submit a request for the Late Extension to the Airport Duty Manager by not less than 10 Working Days prior to the date of the proposed aircraft movement;
- 7.4.2 SIAL shall notify the Operator of the Additional Charges (as defined in the Schedule of Charges) by not less than 5 Working Days prior to the date of the proposed aircraft movement;
- 7.4.3 the Operator shall confirm acceptance of the Additional Charges and requirement for the Late Extension by not less than 3 Working Days prior to the date of the proposed aircraft movement.
- 7.5 If the proposed aircraft movement is cancelled after the Operator has accepted the Additional Charges and confirmed the Late Extension, the Operator shall be liable to pay the Additional Charges.
- 7.6 Notwithstanding Conditions 7.1 to 7.5, SIAL shall use reasonable endeavours to accommodate any aircraft movement outside of the Normal Operating Hours involving a medical emergency. Where such aircraft movement is operated for consideration, SIAL reserves the right to charge the relevant Operator for any additional costs reasonably and properly incurred by SIAL in accommodating that flight.

8. Training

- 8.1 Subject to obtaining the prior permission of SIAL in respect of each approach, Operators may carry out piston engine instrument approach training (without landing) (“**Training**”) within the following hours:
- 8.1.1 Monday to Friday inclusive: 06:30 – 07:30, 11:30 – 13:00 and 21:30 – 22:30.
- 8.1.2 Saturday at any time during the Airport’s Normal Operating Hours.
- 8.1.3 Sunday: 10:00 – 15:00.
- 8.2 The Operators may request SIAL’s prior permission to Training by telephoning 02380 627102 prior to the departure of the aircraft involved from the originating airfield.
- 8.3 Where SIAL has granted its prior permission to Training, the Airport Duty Manager may subsequently cancel such Training in whole or in part if, in his absolute

discretion, he considers the Training to be adverse to the best interests of the operation of the Airport at the relevant time.

- 8.4 The Operator shall pay the Training charges in respect of any Training on the basis set out in the Schedule of Charges.

9. Value Added Tax

- 9.1 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.

10. Authority to Board Aircraft

- 10.1 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.

11. Recovery/Removal of Aircraft

- 11.1 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. This includes the removal of an aircraft from any aircraft parking stand where in the opinion of SIAL the removal of that aircraft will enable a more efficient Airport operation.
- 11.2 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 or his nominated representative requiring such removal. The Operator shall at all times have in place contingency arrangements for the removal of its aircraft and shall promptly upon request by SIAL provide documentary evidence of such arrangements to SIAL. Should the Operator refuse to comply with a reasonable request to move the Aircraft for the purposes of Condition 11.1, a charge of eight times the published charges applicable to the aircraft type will be made.
- 11.3 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 Condition 11.2.
- 11.4 If the Operator is unable to comply with a Notice given by the Airport Director or his nominated representative the Operator may request SIAL to carry out the removal and in making such a request the Operator shall agree to indemnify SIAL in respect of all the costs of such removal and any loss, damage, costs, liabilities and expenses which may be suffered or incurred by SIAL in carrying out such removal.
- 11.5 SIAL reserves the right at its discretion to carry out such aircraft removal where in the opinion of the Airport Director or his nominated representative time is insufficient to submit a Notice pursuant to Condition 11.2 and safety at the Airport is jeopardised.
- 11.6 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 Condition 11.5.

12. Variations

- 12.1 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.

13. Enquiries on the General Conditions

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

Southampton International Airport Limited
Southampton,
Hampshire
SO18 2NL

14. Commercial Policy

- 14.1 An Operator shall not engage in any conduct or apply any policy, rule or restriction which would adversely impact on SIAL's commercial position or that of our tenants, concessionaires, agents and/or other authorised Airport users.

Schedule of Fees and Charges

With effect from 1 April 2012

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	£6.54 per 0.5 tonne or part thereof Minimum charge of £13.08
in excess of 3.0 tonnes	£13.08 per 1.0 tonne or part thereof

2. Air Navigation Services Charges

Navigation services at the Airport are provided by National Air Traffic Services (NATS). The 2012/13 Air Navigation Services Charges are:-

Aircraft Weight Category	Price
0.0- 3.0 tonnes	£3.20 per 0.5 tonne or part thereof Minimum charge of £6.40
in excess of 3.0 tonnes	£6.40 per 1.0 tonne or part thereof

3. 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)	£6.66	£13.32	£26.64	£53.28
3.0 - 6.0 tonnes	£19.98	£39.96	£79.92	£159.84
6.0 - 10.0 tonnes	£26.64	£53.28	£106.56	£213.12
10.0 - 20.0 tonnes	£46.62	£93.24	£186.48	£372.96
20.0 - 30.0 tonnes	£59.94	£119.88	£239.76	£479.52
30.0 - 40.0 tonnes	£66.60	£133.20	£266.40	£532.80
40.0 - 50.0 tonnes	£79.92	£159.84	£319.68	£639.36
Per 10.0 tonnes or part thereof above 50.0 tonnes	£13.32	£26.64	£53.28	£106.56

4. Passenger Charges

All prices are per departing passenger

Aircraft Weight Category

0.0 - 5.0 tonnes	£7.85
In excess of 5.0 tonnes	£10.11

Exemption: Passengers on aircraft not operating for hire or reward

5. New Route Rate

All prices are per Departing Passenger and replace the charges in Sections 1 (Weight Charges on Landing) and 4 (Passenger Charges) of this Schedule of Fees and Charges.

Year of New Route Operation	Price
First	£4.50
Second	£9.00
Third	£13.50
Fourth	£16.00
Fifth	£16.75

6. Out of Hours (Extensions) Charges

These charges are made in addition to all other charges in this Schedule and are per aircraft Operator, and include fire cover.

Extension charges per aircraft operator for any Early Extension.

Category 1-2:	£273.00
Category 3-4:	£364.00
Category 5:	£409.00
Category 6:	£459.00
Category 7:	£482.00

Any Late Extension will be subject to charge at SIAL's additional identified costs plus a 10% administration fee (the "**Additional Charges**").

7. Training Charges

Refer to Condition 8.

The charge per instrument approach commenced is: £16.65 plus VAT

Any Operator requesting Training that does not have an approved credit facility in place with SIAL shall pay the charges in advance via credit or debit card at the time of obtaining prior permission in accordance with Condition 8.2.

These charges will be non-refundable except if:

1. weather at the Airport prevents the Training in whole or part ;or
2. the Airport Duty Manager cancels the Training in whole or in part pursuant to Condition 8.3,

where, in each case, a refund shall be granted on a pro-rata basis in respect of any uncommenced approach(es) for which a charge has been paid.

Please note that instrument training is not permitted for jet or rotary aircraft.

8. Miscellaneous Charges

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

9. Minimum Charge

The minimum charge applicable to credit invoices: £25.00

10. Security/Baggage Charge

Applicable on all departing bags: £0.78 per bag (following DfT Directive on Baggage Screening)

11. Passenger with Reduced Mobility (PRM) Charge

With effect from 1 April 2009, SIAL adopted responsibility for the provision of services to PRM's under the requirements of EU legislation. The charge for this provision is £0.33 per departing passenger.

12. Common User Terminal Equipment (CUTE) Charge

A charge to meet the costs of SIAL provided CUTE services will be made at the rate of £0.09 per Departing Passenger for all Departing Passengers.

13. Ground Handling Charge

Ground handling provided by SIAL to Business and General Aviation Operators shall be subject to a handling charge of £25.00 plus VAT per landing. No charge is made for departing movements.