

# **Conditions of Use**

## **including Airport Charges**

**1 January – 31 December 2022**

[www.newcastleinternational.co.uk](http://www.newcastleinternational.co.uk)

## Part 1 – Conditions of Use

### 1. Interpretation

1.1. In these Conditions the following expressions have the meanings stated, unless the context otherwise requires:

"Air Transport Movement"	a flight carried out for hire and reward. This comprises all scheduled flights operated according to a published timetable where carriage is offered to the public whether loaded or empty, and all flights where the capacity is contracted to another person but not empty positioning flights;
"Airport"	Newcastle International Airport and all related infrastructure and facilities;
"Airport Pass"	a pass issued by NIAL to an individual allowing access to specified areas of the Airport;
"Airside"	The movement area of an airport, adjacent terrain and buildings or portions thereof, access to which is controlled;
"Airside Driving Permit"	a permit issued by NIAL to allow the holder to drive a road vehicle on the Airside;
"Airside Vehicle Permit"	a permit issued by NIAL to allow a road vehicle to be used on the Airside which certifies that the vehicle is safe, mechanically sound and fit for its intended use;
"Ancillary Charges Document"	a document setting out various charges to be paid by the Operator to NIAL in respect of the use of the Airport, the current version of which appears on the Website;
"Applicable Laws"	all laws, rules and regulations which impose legal, regulatory or other requirements upon NIAL in respect of any of the activities which NIAL undertakes in the supply of the Goods and/or Services;
"Business Day"	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
"Conditions"	these terms and conditions as amended from time to time;

"Contract"	any contract between NIAL and the Operator for the supply of Goods and/or Services formed in accordance with Condition 2 and incorporating these Conditions;
"Embarking Passengers"	All passengers on board a departing aircraft;
"Equipment"	NIAL's equipment, plant, materials and such other items supplied to the Operator by NIAL or used by NIAL in the supply of the Goods or Services including the Identification Badges;
"Force Majeure Event"	an event beyond the reasonable control of NIAL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of NIAL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic or default of suppliers or subcontractors;
"Ground Handling Agent"	A provider of Ground Handling Services at the Airport;
"Ground Handling Services"	Services provided to aircraft operators to allow their aircraft to use the Airport such as passenger handling, baggage handling, aircraft cleaning, aircraft de-icing;
"Identification Badges"	the identification and/or security badges supplied to the Operator by NIAL to enable the Operator's Staff to access such areas of NIAL's Premises that are prohibited from access by the general public which shall at all times remain the property of NIAL;
"Licence to Operate"	an permit issued by NIAL allowing a person to provide Ground Handling and Other Services at the Airport;
"Losses"	all costs (including legal costs), claims, damage, loss or injury of any description;
"NIAL"	Newcastle International Airport Limited (CRN: 02077766) whose registered office is at Woolsington, Newcastle upon Tyne, NE13 8BZ ;
"NIAL's Staff"	all employees, consultants, agents and subcontractors which NIAL engages in relation

	to the Services;
"Operator"	the person for the time being having the management of an aircraft;
"Operator Default"	a failure by the Operator as described in Condition 6.3;
"Operator's Staff"	all employees, consultants, agents and subcontractors which the Operator engages in relation to the Services;
"Website"	<a href="http://www.newcastleairport.com">www.newcastleairport.com</a>

- 1.2. References to any statute, enactment, regulation or other similar instrument shall be construed as references to the statute, enactment, regulation or instrument as amended by any subsequent statute, enactment, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.
- 1.3. Except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes all genders; and words denoting persons include firms and corporations and vice versa.
- 1.4. Headings are included in these Conditions for ease of reference only and shall not affect interpretation or construction.
- 1.5. Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- 1.6. Any phrase introduced by the term "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. Formation of Contract

- 2.1. These Conditions including the Airport Charges along with the Ancillary Charges document constitute an offer by NIAL to permit the operator to use the Airport subject to:
  - 2.1.1. these Conditions;
  - 2.1.2. the Ancillary Charges Document.

An Operator using the Airport accepts this offer and agrees to be bound by these Conditions including the Airport Charges and the Ancillary Charges document. The use of the Airport by the Operator constitutes a contract between NIAL and the Operator subject to these Conditions including the Airport Charges and the Ancillary Charges document.

- 2.2. The Contract shall be subject to these Conditions including the Airport Charges and the Ancillary Charges document to the exclusion of all other terms and conditions and no representation by NIAL shall be of effect unless

contained within these Conditions including the Airport Charges or the Ancillary Charges document. No terms or conditions introduced by the Operator to NIAL shall form part of the Contract.

- 2.3. The Operator acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NIAL which is not set out in the Contract.
- 2.4. These Conditions including the Airport Charges and the Ancillary Charges document are effective from their date of publication and may be amended from time to time by NIAL. The current versions of these documents are available on the Website.

### 3. The Operator's General Obligations

#### 3.1. When using the Airport the Operator shall:

- 3.1.1. comply with all local flying instructions as published from time to time in the AGA Section of the United Kingdom Air Pilot, published NOTAMS, the Newcastle Airport Aerodrome Manual, the UK Air Navigation Order (2016) as amended from time to time;
- 3.1.2. comply with the byelaws relating to the Airport and any instructions or orders issued by the Chief Executive of NIAL on behalf of NIAL;
- 3.1.3. comply with all applicable laws;
- 3.1.4. comply with directions and orders published by the Civil Aviation Authority, Border Force or the Department for Transport;
- 3.1.5. ensure that any road vehicle used on the Airside at the Airport has a valid Airside Vehicle Permit and is driven only by individuals holding valid Airside Driving Permits;
- 3.1.6. not unreasonably limit or prohibit embarking passengers from carrying duty free and/or other items purchased at the Airport onto the Operator's aircraft;
- 3.1.7. ensure that it has adequate maintenance cover for its aircraft operating at the Airport;
- 3.1.8. comply with all reasonable instructions of NIAL with regard to the use of the Airport;
- 3.1.9. provide NIAL with such information and documents as NIAL may reasonably request from time to time, and ensure that such information is accurate in all material respects;
- 3.1.10. use or ensure its Ground Handling Agent uses, on its behalf, equipment established by the Airport including but not limited to the Baggage Handling System, CUTE and Airbridge;
- 3.1.11. observe all health and safety rules and regulations and any security or other requirements at the Airport and fully co-operate in any Health and Safety activities including but not limited to education and audits, and will fully investigate and report on any

Health and Safety related incidents within timescales reasonably specified by NIAL;

3.1.12. ensure that its staff observe the Airport byelaws and other directions published by NIAL, the Civil Aviation Authority, Border Force or the Department of Transport at all times;

3.1.13. ensure that staff shall at all times wear the Airport Passes supplied by NIAL whilst on Airport premises;

3.1.14. ensure that any information relating to passengers requiring special assistance under Regulation EC No 1/1107/2006, is supplied in a timely manner to allow the PRM Service Provider to plan their resources in an efficient manner so as to minimise service provision costs and maximise service delivery scores and to ensure that passengers receiving special assistance have opportunities for air travel comparable to those of other passengers.

3.2. The Operator shall indemnify and hold NIAL harmless against any breach of this Condition 3.

#### 4. Slots

4.1. The Operator shall submit details of all Air Transport Movements to Airport Co-ordination Limited ("ACL"). The Airport is SMA (Scheduling Movement Advice) Level 2 co-ordinated.

4.2. The address for submitting such details is:

SITA Address: LONACXH

E-mail address: LONACXH@acl-uk.org

Telephone: 0044 (0) 161 493 1850

Fax: 0044 (0) 161 493 1853

Office Hours: 0900-1700 Monday-Friday excluding UK Public Holidays

#### 5. Ground Handling

5.1. Save where the Operator solely operates Based General Aviation Aircraft at the Airport, the Operator shall appoint a Ground Handling Agent(s) (which may be the Operator itself or an affiliate of the Operator) to provide any Ground Handling Services which may be required by its Aircraft at the Airport.

5.2. Only Ground Handling Agents in possession of a valid Licence to Operate issued by the Airport may provide Ground Handling Services at the Airport and the Aircraft Operator must ensure:

5.2.1. the Ground Handling Agent(s) which it appoints has a Licence to Operate;

5.2.2. the Ground Handling Agent retains its Licence to Operate at all material times; and

- 5.2.3. the Operator and its Ground Handling Agent(s) observe and comply with the terms of the Licence to Operate at all times.
  - 5.3. The Operator shall ensure that its Ground Handling Agent(s):
    - 5.3.1. have the necessary equipment to handle any aircraft which may reasonably be expected to be operated by the Operator;
    - 5.3.2. ensure that the equipment required pursuant to Condition 5.3.1 is properly maintained and kept in full working order;
    - 5.3.3. employ sufficient numbers of suitably skilled and qualified staff to provide the Ground Handling Services;
    - 5.3.4. ensure that their staff are provided with regular training, retain full records of such training and make these records available to NIAL upon request;
    - 5.3.5. ensure that their staff observe the Airport byelaws and other directions published by NIAL, the Civil Aviation Authority, Border Force or the Department of Transport at all times;
    - 5.3.6. uses, on the Operator's behalf, equipment established by the Airport including but not limited to the Baggage Handling System, CUTE and Airbridge;
    - 5.3.7. observe all Health and Safety rules and regulations and any security or other requirements at the Airport and fully co-operate in any Health and Safety activities including but not limited to education and audits, and fully investigate and report on any Health and Safety related incidents within timescales reasonably specified by NIAL; and
    - 5.3.8. perform their Ground Handling Services safely and in accordance with the appropriate guidance and instructions given through channels such as the Airport's Aerodrome Manual; the UK Air Pilot; the Air Navigation Order 2016 (as amended from time to time) and all applicable laws.
    - 5.3.9. Comply with NIAL internal audit requirements and provide audit stats to NIAL as and when requested.
  - 5.4. The employment of a Ground Handling Agent shall not absolve the Operator from any liability under these Conditions or generally. Neither NIAL nor its servants or agents shall be liable for, and shall be kept indemnified by the Operator against all Losses due to, or arising out of, the activities of the Operator's appointed Ground Handling Agent.
6. Passes
- 6.1. The Operator shall ensure that all of its staff and all staff of its Ground Handling Agent(s) obtain an Airport Pass and comply with the conditions of the Airport Pass at all times.
  - 6.2. NIAL shall be entitled to withdraw at its absolute discretion from its holder any Airport Pass for:

- 6.2.1. breach of health and safety regulations;
- 6.2.2. breach of aerodrome rules;
- 6.2.3. breach of Border Force regulations;
- 6.2.4. breach of the Licence to Operate; or
- 6.2.5. for any other reasonable cause;

upon withdrawal NIAL shall undertake an investigation into the cause of withdrawal and shall either return the Airport Pass to the previous holder, suspend the Airport Pass for a specified period of time or permanently withdraw the Airport Pass.

- 6.3. NIAL reserves the right under this Agreement to refuse to admit to Airport premises or to grant an Airport Pass to any of the Operator's staff, whose admission would, in the opinion of NIAL, be undesirable provided that exercise by NIAL of its rights under this Condition 3.2 shall not excuse any failure of the Operator to fulfil its obligations under the Contract.
- 6.4. The holder of the pass may appeal to NIAL's Chief Executive against any decision of NIAL pursuant to Condition 6.2 or 6.3, the decision of the Chief Executive shall be final with regard to the matter. The action may result in the loss of an operator's Licence to Operate and may lead to termination of any agreement.

## 7. Parking

- 7.1. All Aircraft parking is by permission only and must be agreed in advance with NIAL.
- 7.2. NIAL will use reasonable endeavours to accommodate requests for parking.
- 7.3. The Operator shall ensure, when requested by the Airport for reasonable operational reasons, that any aircraft towing requests are undertaken. In the event of Aircraft towing requests being refused by or on behalf of the Operator, the Airport may prioritise other aircraft over aircraft of the Operator for particular stand allocations.
- 7.4. In the event of an Operator's aircraft blocking a stand and where a request to move the Aircraft has been made, if the stand is still occupied two hours after the request having been made, a charge of three times the normal parking charge shall apply until the aircraft is moved.

## 8. Emergency Orders

- 8.1. The Operator shall have a published Emergency Orders plan. This information must be given to and approved by NIAL before the commencement of operations at the Airport. The Operator shall ensure that such information, including contact lists, is kept up to date to NIAL's satisfaction whilst the Operator continues to operate at the Airport.
- 8.2. Where it is necessary to move an aircraft involved in an incident which blocks use of any part of the Airport, and subject to any necessary permission being granted by the Air Accident Investigation Branch, NIAL shall be entitled to



remove the aircraft so it does not interfere with the Airport's operation. Any charges relating to the movement shall be for the account of the Operator as shall any income losses or any other extra costs which the Operator incurs as a result of the incident. The Operator shall also indemnify the Airport and its agents against any and all Losses which may arise whilst NIAL or its agents move the aircraft.

## 9. Charges and Payment

- 9.1. The Operator shall pay the Airport Charges as set out in this document and the Ancillary Charges Document.
- 9.2. NIAL reserves the right to increase its charges at any time by amending this document and the Ancillary Charges Document (or any of them). NIAL shall endeavour to give the Operator as much notice as practicable in relation to any such increase.
- 9.3. Unless otherwise agreed between NIAL and the Operator, all charges are due for payment before the Operator's relevant aircraft departs from the Airport. Payments shall be made in full in cleared funds to a bank account nominated in writing by NIAL and shall be credited against future invoices.
- 9.4. If the Operator wishes to make a request to be granted credit terms the Operator must make an application for credit terms in writing to NIAL's Chief Financial Officer by emailing the request to Finance@newcastleinternational.co.uk. The Operator must ensure any such application is made in good time prior to such facilities being needed. NIAL will determine, in its absolute discretion, whether to grant such credit terms and will confirm this decision in writing to the Operator. Credit facilities will lapse if the Airport is not used by the Operator for a period of at least 12 consecutive months.
- 9.5. Notwithstanding any other provision in these Conditions or elsewhere (including any credit terms agreed between the parties), all Charges shall become payable immediately if:
  - 9.5.1. the Operator fails to make payment of any charges in accordance with the terms of any agreement with NIAL or the terms of any invoice issued to the Operator; or
  - 9.5.2. NIAL believes that the Operator is or may become unable to pay any charges, and NIAL notifies the Operator that the charges are payable immediately; or
  - 9.5.3. the Operator suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or, being a company or limited liability partnership, is deemed unable to pay its debts within the meaning of section 123 of the IA 1986;
  - 9.5.4. the Operator commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than) for the sole purpose of a scheme for a solvent amalgamation of the Operator with one or more other companies or the solvent reconstruction of the Operator;

- 9.5.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Operator other than for the sole purpose of a scheme for a solvent amalgamation of the Operator with one or more other companies or the solvent reconstruction of the Operator;
  - 9.5.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Operator;
  - 9.5.7. the holder of a qualifying floating charge over the assets of the operator has become entitled to appoint or has appointed an administrative receiver;
  - 9.5.8. a person becomes entitled to appoint a receiver over all or any of the assets of the Operator or a receiver is appointed over all or any of the assets of the Operator;
  - 9.5.9. a creditor or encumbrancer of the Operator attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14days;
  - 9.5.10. any event occurs, or proceeding is taken, with respect to the Operator in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 9.5.3 to 9.5.9 (inclusive); or
  - 9.5.11. the Operator suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.6. NIAL may invoice the Operator at any time and invoices shall be sent to the Operator weekly or in such other intervals as shall be determined by NIAL in its absolute discretion.
- 9.7. Save where the Operator has paid the relevant charges in advance, the Operator shall pay each invoice submitted by NIAL:
- 9.7.1. in accordance with any credit terms offered by NIAL; or
  - 9.7.2. within 30 days of the date of the invoice; and
- in full and in cleared funds to a bank account nominated in writing by NIAL, and time for payment shall be of the essence of the Contract.
- 9.8. All amounts payable by the Operator under the Contract shall be paid in pounds sterling unless otherwise agreed in writing by NIAL.
- 9.9. All amounts payable by the Operator under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by NIAL to the Operator, the Operator shall, on receipt of a valid VAT invoice from NIAL, pay to NIAL such additional amounts in respect of VAT as are

chargeable at the same time as payment is due in respect of the invoice to which that VAT relates.

- 9.10. Without limiting any other right or remedy of NIAL, if the Operator fails to make any payment due to NIAL under the Contract by the due date for payment (the "Due Date"), NIAL shall have the right to cancel the Contract or suspend the Operator's permission to use the Airport and/or charge interest on the overdue amount at the rate of 2 per cent per annum above the then current base lending rate of the Company's bankers accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding monthly.
- 9.11. The Operator shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Operator shall not be entitled to assert any credit, set-off or counterclaim against NIAL in order to justify withholding payment of any such amount in whole or in part. NIAL may, without limiting its other rights or remedies, set off any amount owing to it by the Operator against any amount payable by NIAL to the Operator.
- 9.12. An Operator may request an advance invoice to enable it to pay in advance. The invoice shall be requested no less than two Business Days in advance of the activities to which it relates.
- 9.13. If NIAL is not reasonably satisfied that an Operator has capacity to meet its ongoing financial obligations under the Contract or does not adhere to the payment terms, then NIAL may require a cash deposit. This deposit or bank guarantee shall be for an amount equal to the Airport's reasonable estimate of the airport charges that the Operator is likely to incur over a period of up to 3 months.
- 9.14. Alternatively NIAL may request security for payment in the form of:
  - 9.14.1. a guarantee;
  - 9.14.2. a payment bond;
  - 9.14.3. an irrevocable letter of credit; or
  - 9.14.4. some other form of security acceptable to NIAL;

the provision and maintenance of such security to NIAL's satisfaction shall be a condition of the Operator's continued use of the Airport and NIAL may suspend the Operator's use of the Airport if security to NIAL's satisfaction is not provided or maintained.
- 9.15. Non-payment of outstanding charges in default of the provisions of the Contract shall constitute a "default of payment" for the purposes of Section 88 of the Civil Aviation Authority Act 1988.

## 10. Provision of Information

- 10.1. The Operator shall provide, or shall procure that its Ground Handling Agent(s) provide, to NIAL the following information relating to each Air Transport Movement:
  - 10.1.1. the scheduled time of arrival/departure as appropriate;

- 10.1.2. the actual time of arrival/departure on/off stand;
- 10.1.3. aircraft type;
- 10.1.4. aircraft registration;
- 10.1.5. number of Adults (including Children) and Infants carried and deplaning or boarding at the Airport;
- 10.1.6. origin or destination point of aircraft using IATA three letter code;
- 10.1.7. number of Adult and Infant transit passengers;
- 10.1.8. number of bags taken off or placed on Aircraft;
- 10.1.9. amount of freight (in kilograms) taken off or placed on Aircraft;
- 10.1.10. amount of mail (in kilograms) taken off or placed on Aircraft;
- 10.1.11. delay attribution using standard IATA delay codes;

and the Operator acknowledges that NIAL shall be entitled to use and disclose this information as required for the proper functioning of the Airport, including but not limited to disclosing the information to travelling passengers.

- 10.2. Where NIAL requests additional information or verification of information previously provided, such additional information or verification shall be provided by the Operator and its Ground Handling Agent (or any of them) within not more than three Business Days following the date the request is made.
- 10.3. Where the Operator is in breach of Condition 10.2, NIAL shall be entitled, for billing purposes, to estimate the information in question by reference to the maximum MTOW and maximum passenger capacity of that particular aircraft type and the Operator shall pay the relevant charges based on this estimate.

## 11. Confidentiality

- 11.1. The Operator shall keep in strict confidence all customer lists and other personal data, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Operator by NIAL, its employees, agents or subcontractors, and any other confidential information concerning NIAL's business or its products or its services which the Operator may obtain.
- 11.2. The Operator shall only use NIAL's confidential information to the extent it is necessary for the Operator to fulfil its obligations under the Contract and shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Operator's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Operator. The Operator shall indemnify NIAL against any breach of this Condition 11.2.
- 11.3. This Condition 11 shall survive termination of the Contract.

## 12. Limitation of Liability

12.1. Nothing in these Conditions shall limit or exclude NIAL's liability for:

- 12.1.1. death or personal injury caused by its negligence, or the negligence of NIAL's staff;
- 12.1.2. fraud or fraudulent misrepresentation; or
- 12.1.3. any matter in respect of which it would be unlawful for NIAL to exclude or restrict liability.

12.2. Subject to Condition 12.1:

12.2.1. NIAL shall not be liable to the Operator, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- 12.2.1.1. loss of profit
- 12.2.1.2. loss of revenue;
- 12.2.1.3. loss of goodwill;
- 12.2.1.4. loss of opportunity;
- 12.2.1.5. loss of business;
- 12.2.1.6. increased costs or expenses;
- 12.2.1.7. wasted expenditure; or
- 12.2.1.8. any indirect or consequential loss;

arising under or in connection with the Contract; and

12.2.2. NIAL's total liability to the Operator in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser of £50,000 or the charges payable by the Operator in respect of the Air Transport Movement to which the claim relates.

12.3. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4. This Condition 12 shall survive termination of the Contract.

## 13. Insurance

13.1. The Operator shall ensure that aircraft under its control and which fly into or out of the Airport are covered by an adequate level of insurance for any claim(s) which may be made against that insurance whether by NIAL or by third parties.

13.2. As a minimum the Operator shall ensure that the insured level for an individual aircraft complies with the level of insurance specified in Regulation (EC) NO 785/2004 Insurance requirements for Air carriers and Aircraft Operators.

13.3. The Operator shall supply details of such insurance upon request by NIAL

14. General

14.1. Force majeure

14.1.1. NIAL shall not be liable to the Operator as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.1.2. If the Force Majeure Event prevents NIAL from providing any of the Goods and/or Services for more than 20 Business Days, NIAL shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Operator.

14.2. Notices

14.2.1. Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

14.2.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

14.2.3. This Condition 14.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition 14.2, "writing" shall not include e-mails and notice given under this Contract shall not be validly served if sent by e-mail.

14.3. Waiver and cumulative remedies

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

14.3.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

14.4. Severance

14.4.1. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.4.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.5. No partnership

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.6. Third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.7. Variation

Any variation (including the introduction of any additional terms and conditions) to the Contract shall save as specifically provided in these Conditions only be binding when agreed in writing and signed by a person authorised to sign on NIAL's behalf.

14.8. Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14.9. Agent for Service

Where the Operator is resident outside of the United Kingdom, it shall provide NIAL with the name and address of an agent resident in the United Kingdom authorised to accept service of documents, including legal process, on its behalf. A notification of an agent under this Condition shall be irrevocable unless replaced by another agent resident in the United Kingdom and notified to NIAL. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

## **Part 2 – Airport Charges**

### **RUNWAY FEES**

Runway fees are assessed on the basis of the maximum total weight authorised of an aircraft, which means the maximum total weight of the aircraft and of its contents at which the aircraft may take off in the United Kingdom in the most favourable circumstances, in accordance with the Certificate of Airworthiness for the time being in force in respect of the aircraft. If the certificate indicates a maximum total weight at which aircraft may taxi, that weight shall be taken to be the maximum total weight authorised.

#### **Runway Movement Fee Charge**

£3.86 per half metric tonne or part thereof up to 3 tonnes, thereafter  
£7.72 per tonne or part thereof.

#### **Navigational Service Charge**

£2.95 per half metric tonne or part thereof up to 3 tonnes, thereafter  
£5.90 per tonne or part thereof.

No reduction in Runway Movement Fees or Navigational Service Charge will be allowable by reason of the unavailability or non-use of any aerodrome services, assistance or other facilities.

The Runway Movement Fee for helicopters will be equivalent to that for a fixed wing aircraft of the same maximum total weight authorised.

Flights without landing but involving the use of ATC equipment Nav aids or Lighting, will be charged a fee equivalent to the appropriate Navigational Service Charge element applicable for each approach made.

All landings or go-arounds will be subject to a £35.00 minimum charge per landing or go-around.

Runway fees and navigational service charges are levied upon departure of the aircraft.

### **REBATES**

#### **New Scheduled Services**

An airline may be offered, at the discretion of the Company, a rebate of the basic runway fee and navigational service charge and other charges.

### **PRIVATE BASED OPERATORS AT THE AIRPORT**

£23.00 per full stop landing and £11.50 per touch and go at all times for all aircraft up to 3 tonnes.

Touch and go operations will be at the discretion of Air Traffic Control and may not be possible during the busiest periods.

All other rebates for pleasure flights, training and test flights remain withdrawn.



## **PASSENGER SERVICE CHARGES**

This is a charge on the Operator and will be included on the same invoice as the Runway Fees, at a rate of £15.13 per **DEPARTING** passenger.

This excludes an element of £0.68 per departing passenger in respect of the provision of PRM (Passengers with Reduced Mobility) services for both pre-notified and non pre-notified passengers.

Passengers are defined for this purpose as passengers of all descriptions except:

- i) persons on aircraft not operating for hire or reward.
- ii) children under 2 years of age.
- iii) persons employed or engaged in an aircraft in flight on the business of the aircraft.
- iv) persons carried in an aircraft which departs from the Airport and returns without landing in any other place.
- v) persons who arrive at the Airport and subsequently depart in the same aircraft without meanwhile having left that aircraft.

In the event of a diversion of a passenger flight into Newcastle Airport the Passenger Service Charge and PRM charge will be charged on the number of arriving passengers unless passengers are brought from another airport to depart on the diverted aircraft, in which case the Passenger Service Charge and PRM charge will be applied to the highest number of either arriving or departing passengers on the diverted aircraft.

## **CAA SECURITY CHARGE**

Amounts charged by the Civil Aviation Authority in respect of their security charge levy will be fully recovered on a per departing passenger (both domestic and international) basis.

## **APRON AND FREIGHT HANDLING CHARGES**

Handling services are provided on the main apron by the handling agent operating at the airport (Swissport). Executive and private aircraft handling is provided by Samson Aviation from the dedicated Executive terminal on the south side of the airport.

## **NIGHT TIME NOISE CHARGES**

Aircraft operating between the hours of 23:00 local and 05:00 local will be charged:

<b>Aircraft Noise Rating</b>	<b>Runway Fee Surcharge</b>
Chapter 3 (High)	Additional 50% surcharge
Non Chapter 3 (ICAO Annex 16 Chapter 3)	Additional 200% surcharge

All other aircraft types will be charged as per the above Runway fees.

## **CARGO THROUGHPUT FEES**

The Cargo Throughput Fee is payable on freight on a per kilogramme basis on all cargo operations arriving and departing the Airport.

Ramp Throughput            £0.06 per kilogramme

Minimum charge            £25

## **DAILY PARKING FEES**

Charges for parking an aircraft for each period of 24 hours or part thereof:-

First 2 hours FREE thereafter charge per 24 hours (including first 2) or part thereof:-

<u>METRIC TONNES</u>	<u>£ PER 24 HOURS</u>
0-3	@ 4.00 per half tonne
4-10	30.72
11-20	61.44
21-30	92.16
31- 40	122.88
41- 50	153.60
51-60	173.60

plus £20.00 per each subsequent 10 tonnes or part thereof.

## **OUT OF HOURS CHARGES**

All out of hours movements from Operators between 00:00 and 06:00 local and/or when the airfield has a Category 3 rescue and firefighting status (excluding medical flights) will be subject to an out of hours charge as follows:

- £500 for movements with capacity up to and including 190 passengers, and
- £1,000 for movements with capacity greater than 190 passengers.

## **PRIVATE BASED OPERATORS**

### **Monthly Housing and Parking Rates**

For private based operators a rebated parking charge of £169 per month will apply.

When monthly terms for parking are arranged and it is found necessary to house the aircraft through bad weather conditions or for other reasons, the full daily charge for housing for the days on which it is housed will be imposed without rebate from the monthly parking charges.

In certain circumstances, the Chief Executive may allow another aircraft attracting an equal or lower fee to be substituted for an aircraft for which a monthly housing or parking fee has been paid.

Charges for hangarage for each period of 24 hours or part thereof will be 39p per square metre of space occupied (length x span). The monthly charge is equivalent to 22 times the daily rate and no rebate will be given for the periodic absence of aircraft subject to this agreement.

**MINIMUM CHARGE**

A minimum charge of £35.00 will apply to any invoiced charge, for which it is necessary to render an invoice in respect of any of the above services.

**FURTHER INFORMATION**

If you have any questions please e-mail: [enquiries@newcastleinternational.co.uk](mailto:enquiries@newcastleinternational.co.uk)