

# Charges & Conditions of Use **2017/18**



H 12-30



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With effect from 1st April 2017 the following charges will apply in conjunction with the accompanying Terms and Conditions of Use.

### 1. Landing and Parking Charges for Aircraft over 5 metric tonnes ("mt")

Maximum Take Off Weight	Landing Charge £	Parking Charge £	Overshoot Charge
Up to 5mt	(see para. 2)	(see para.2)	
Over 5mt up to 25mt	17.65	137.00	£5.05
Over 25mt up to 200mt	19.45	220.00	£5.55
Over 200mt	13.15	330.00	£3.75

Landing Charges and overshoot charges are levied per metric tonne or part thereof. **The first 2 hours of Parking following a landing are free.** Thereafter, parking charges are levied per 24 hours or part thereof. All weight bands are charged up to, and including the weights indicated. All charges are exclusive of VAT. Aircraft carrying ordnance or other hazardous cargo will be charged double the standard landing and parking charges.

### 2. Landing and Parking Charges for Aircraft up to 5 metric tonnes

Maximum Take Off Weight Single/Twin Engined Aircraft	Landing Charge £	Parking Charge £	Circuits
0000 - 2000kg	17.00	10.00	£6 per circuit
	<b>Landing Charge £</b>	<b>Parking Charge £</b>	<b>Overshoot Charge £</b>
2001 - 2500kg	32.00	16.80	£9.60
2501 - 3000kg	37.50	16.80	£11.25
3001 - 4000kg	58.00	16.80	£17.40
4001 - 5000kg	81.00	16.80	£24.30

**The first 4 hours of Parking following a landing are free.** Thereafter, parking charges are levied per 24 hours or part thereof. All weight bands are charged up to and including the weights indicated. Aircraft carrying ordnance or other hazardous cargo will be charged double the standard landing and parking charges.

### 3. Commercial Training

**£2.50** per metric tonne per landing, overshoot or ILS approach. AOC to be provided prior to approval.

### 4. Passenger Load Charge

**£17.30** per departing passenger (Infants up to 2 years old incur no passenger related charges).

### 5. Security Charge

**£1.85** per security designated departing passenger.

### 6. CAA Aviation Security Charge

**£0.05** per departing passenger. The Aerodrome operator security charges introduced by the Civil Aviation Authority (CAA) will be recharged to operators.

### 7. Additional Security Charges

Airlines, operators or regulators may request aircraft guarding or searching and these will be charged at a separate rate. **Contact General Manager, Airport Operations: [ceri.mashlan@cwl.aero](mailto:ceri.mashlan@cwl.aero)**

### 8. CUTE (Common User Terminal Equipment) Charge

**£0.20** per departing passenger.

### 9. Special Assistance Charge

**£0.57** per departing passenger.

Special assistance for passengers with reduced mobility will be undertaken via the Cardiff Airport PRM desk, who can be contacted on **01446 729 329** or **[prmdesk@cwl.aero](mailto:prmdesk@cwl.aero)**

### 10. CUSS (Common User Self Service) Charge

**£0.72** per departing passenger.

The CUSS check-in facility should be requested by airlines and negotiated by prior arrangement with the Airport Finance Office. Airlines that opt to utilise CUSS should be aware that this charge will be applicable to all departing passengers on all routes. Please contact the Airport Finance Office on **01446 712656**.

### 11. Airport Policing Charge

**£0.70** per Departing Passenger for Commercial Airlines.

**£1.80** per metric tonne or part thereof for General Aviation.

This charge relates to the provision of policing services at the airport as required under the Policing and Crime Act 2009.

### 12. Freight Facility Charge

**£0.035p** per 1kg

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### 13. Diversions

£20.00 per arriving passenger will apply to any passengers who disembark.

For all diverted flights standard landing charges, including the hazardous cargo premium, will apply unless by prior written agreement between the operator or airline and the Chief Executive of Cardiff International Airport Ltd ("The Company").

For further information please contact Airport Finance Office on **01446 712656**.

### 14. Miscellaneous Airport Charges

<b>Vehicle Permits</b>	Operational/Liveried Vehicles	£90.00 per annum
	Private Vehicles	£520.00 per annum
Any lost vehicle permits will be charged at 50% of the original cost of the permit for a reissue. Any vehicle permits that are issued within a 12 month period and subsequently a vehicle is sold or taken out of service can have one transfer of permit FOC to a replacement vehicle but any other subsequent transfers would be at 50% of original cost.		
<b>Airside driving permits</b>	Red Apron Area (Initial & Refresher)	£50.00 each
	Blue Apron & Manoeuvring Areas (Initial & Refresher not including RT training)	£95.00 each
	Southside only permit	£50.00
<b>Training Courses</b>	Radio Telephony Training	£120.00
	Ramp Safety	£35.00
<b>Security ID Passes</b>	New Issue (valid 3 years)	£60.00 per pass
	Re-issue (valid 3 years)	£50.00 per pass
	Replacement (lost pass)	£110.00 per pass
	Replacement (2nd lost pass)	£160.00 per pass
	Unsurrendered Pass	£250.00 per pass
	This will come into effect if the pass remains unsurrendered for 10 days	
<b>6 - 60 Day Pass</b>	6 - 60 Day Pass	£30.00
	Subject to previous 12 months referencing and there will also be further charge for any full passes issued following on from any 6 - 60 day pass.	
	Detail change	£35.00
<b>Staff Car Parking</b>		£80.00 per quarter year or part thereof
<b>Airport Bus</b>		£250.00 per hour or part thereof
<b>VIP Ramp Transfer</b>		£550.00
<b>Hire of Meeting Rooms</b>		Price on application

## 15. Spillages of Hazardous Substances

Where there is a spillage involving hazardous substances, such as oil or fuel, which requires the Company to take prompt and immediate action to control, contain, remove, clean up or otherwise dispose of such substances, then the Company shall have the right to recharge the Operator, controller, storer or owner of said substances for any and all reasonable costs incurred by the Company. These costs may include, but not be limited to, the provision of all materials, vehicles, manpower, equipment, disposal charges, etc, deemed necessary in carrying out the Company's statutory, regulatory or other obligations.

Without prejudice to the above, in order to encourage the prevention of pollution, the Company reserves the right to levy an additional penalty charge of £5,000 for the first spillage and then £10,000 for a second in a 12 month period or for poor operator procedures. This additional charge may also be applied to spillages that are not reported in accordance with the correct airport operating procedures by the relevant operator.

## 16. Composite Airport Fee for Cardiff Airport Based Aircraft

Aircraft owners may base their aircraft at Cardiff Airport and pay a Composite Fee which will include all Landing, Air Traffic Control and Parking Charges (as applicable). These rates will be granted to aircraft owners solely upon application to the Company.

### Fee (per month) inclusive of all Landings and Parking

Maximum Take Off Weight Single Engined:	Private	Commercial
0000 - 3000kg	£150.00	£295.00
<b>Twin Engined:</b>		
1500 - 3000kg	£270.00	£395.00
3001 - 4000kg	£615.00	£735.00
4001 - 5000kg	£795.00	£1,040.00

### Over 5 metric tonnes by negotiation

These charges now incorporate recovery of the costs of the Police Services Agreement as per Section 1 Item 9.

**The rates stated are subject to a 5% discount if charges are settled by standing order.**

### Conditions attaching to Composite Airport Fee Arrangements:

The Composite Airport Fee is only applicable to aircraft based and operated or parked on the South-side of the Airport. This does not preclude aircraft owners taxiing to the Terminal Building for Customs and Air Traffic Control purposes, refuelling etc. Resident aircraft permanently parked or operated from the aprons or environs on the North-side of the Airport adjacent to the Terminal Building attract the full rate of Airport Charges.

### **16. Composite Airport Fee for Cardiff Airport Based Aircraft (continued)**

The Composite Airport Fee is payable monthly in advance. In the event of failure to pay in advance, the aircraft will immediately revert to the standard daily Airport Fee, which will not be refunded even if the remainder of the month is covered by subsequent payment of a Composite Airport Fee.

Composite Airport Fee arrangements will only be granted upon receipt of a completed application form available from the Airport Finance Office. Aircraft owners must produce to the Finance Office a copy of their Certificate of Airworthiness (C of A) as proof of the C of A category together with a copy of their current certificate of passenger and third party liability insurance when making an application for a Composite Airport Fee to cover their aircraft.

Aircraft owners' attention is specifically drawn to the conditions attaching to Composite Airport Fee arrangements and the indemnity contained within and attaching to the application for Composite Airport Fee whereby accompanying aircraft owners and Operators land and park or operate entirely at their own risk and in accordance with the Terms and Conditions of Use.

Aircraft owners may pay by Standing Order if they wish upon application to the Airport Finance Office.

Aircraft owners will be responsible for the provision and safe storage of their own chocks and tie-down blocks on the parking area. These must be stored clear of the parking and other operational areas when the aircraft is off stand.

### **17. Cash Payments**

Cash payments may be made at Cardiff Aeros Flying Club situated on the south side of the airport.

All payments by cheque must be supported by a Bankers Card. Major credit cards are accepted. Unless prior arrangements have been made with the Finance Department of Cardiff Airport for a credit account a minimum charge of £50.00 will apply to operators not paying cash.

### **18. Value Added Tax (V.A.T.)**

**All** charges are exclusive of V.A.T. which is payable at the standard rates applicable from time to time.



## 19. Charges Enquiries

Enquiries and requests for additional copies of this booklet should be addressed to:

Airport Finance Office  
 Cardiff International Airport Limited  
 Cardiff Airport  
 Vale of Glamorgan  
 CF62 3BD

**Tel:** 01446 712656/712629

**Fax:** 01446 712555

**Email:** marion.williams@cwl.aero  
 stacey.andrews@cwl.aero

## 20. Useful Contact Numbers

Company	Tel	Fax	Email/Website
<b>Airport</b>			
General Manager Airport Operations	01446 712 944	01446 712 555	ceri.mashlan@cwl.aero
Head of Airside Operations	01446 712 565	01446 712 555	russell.clements@cwl.aero
Commercial Director	01446 712 618	01446 712 555	spencer.birns@cwl.aero
Duty Managers	01446 712 600	01446 712 577	info@cwl.aero
<b>Passengers with Reduced Mobility</b>			
Cardiff Airport	01446 729 329		PRMDesk@cwl.aero
<b>Security</b>			
Cardiff Airport	01446 712 502		security.ops@cwl.aero
<b>Website</b>			www.cardiff-airport.com
<b>Air Traffic Control</b>			
National Air Traffic Services	01446 712 562	01446 711 838	daryl.rowlands@nats.co.uk
<b>Handling Agents</b>			
Swissport	01446 712 678	01446 712 597	james.muldoon@swissport.com
Signature Flight Support Ltd	01446 712 637	01446 712 665	cwl@signatureflight.co.uk

## Section 1 item 20 (continued)

### 20. Useful Contact Numbers (Continued)

Company	Tel	Fax	Email/Website
<b>Cargo</b>			
Raven Express Logistics	01446 711 488		ravenexpress.co.uk justin.stevenson@ravenexpress.co.uk
Transglobal Freight Management Ltd	01446 728 234		tgfml.com fred.malkin@tgfml.com
<b>Aircraft Maintenance</b>			
Storm	01446 712 612		steve.simpson@stormaviation.com
British Airways Maintenance	01446 747 100	01466 747 200	www.ba.com
<b>Fuelling</b>			
Gulf and Cardiff Airport	01446 712 610		Fuel.Farm@cwl.aero
Q8, North Air Ltd & Air BP	01446 710 281	01446 711 834	mark.jones@northair.co.uk
<b>Flight Catering</b>			
Alpha/LSG	01446 710 935	01446 711 766	jason.griffiths@alphalsg.co.uk
<b>Executive Air Charter</b>			
Dragon Fly Executive Charter	01446 711 144	01446 713 300	info@dragonflyac.com
<b>UK Border Force</b>			
	01446 712 920	01446 712 921	
<b>Terminal Catering</b>			
Select Service Partners	01446 713 315		
<b>Airport Taxis</b>			
Flight Link Wales	01446 712 274		www.flightlinkwales.com
<b>Flying Training</b>			
Cardiff Aeros	01446 710 000		cardiff@aeros.co.uk
<b>Cambrian Restaurant</b>	01446 710 042		

# Terms & Conditions of Use



## Section 2 item 1

### NOTIFICATION

Cardiff Airport (“CWL”) is operated under the control of the board of directors of Cardiff International Airport Limited, a company registered in England and Wales under registration number 02076096 whose registered office address is: Cardiff Airport, Vale of Glamorgan CF62 3BD

### 1. Definitions and Interpretation

#### 1.1. Definition of Terms

<b>“Airport”</b>	means all land and buildings within the boundaries of CWL
<b>“Airport operations department”</b>	means the operations department at the Airport, details of which are contained in Section 1
<b>“Aircraft”</b>	means any aircraft using the Airport
<b>“Cargo”</b>	means any goods carried on any aircraft whether for reward or not, including Operator (or other) stores and engineering spares
<b>“Charges”</b>	means the charges and amounts payable by the Operator in respect of any use of the Airport as set out in Section 1 and such other amounts as are, or may become, payable under these Conditions of Use
<b>“Chief Executive”</b>	means the Chief Executive of the Company or their nominated deputy
<b>“Company”</b>	means Cardiff International Airport Limited
<b>“Conditions of Use”</b>	means the terms and conditions set out in this Section 2, as varied from time to time
<b>“Flight”</b>	has the same meaning given to it as in the Air Navigation order 2005
<b>“Handling Agent”</b>	means the handling agents licensed to provide services at the Airport as listed in Section 1
<b>“MTOW”</b>	means, in relation to an Aircraft, the maximum total weight of the Aircraft and 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; however, if that Certificate of Airworthiness indicates a maximum total weight at which the Aircraft may taxi, that weight shall be taken to be the maximum take off weight
<b>“Operator”</b>	in relation to any Aircraft means the owner of the Aircraft or any person who is for the time being responsible for the control of, or is otherwise responsible for the operation of, the Aircraft
<b>“Passenger”</b>	means any person carried on an Aircraft with the exception of the flight crew and cabin staff operating the flight

## **1. Definitions and Interpretation (continued)**

- 1.2. Headings are for ease of reference only and do not affect the interpretation of these Conditions of Use.
- 1.3. These Conditions of Use shall apply to all use of the Airport by the Operator and by using the Airport the Operator is deemed to have accepted these Conditions of Use in full.
- 1.4. References to any statute, statutory instrument, regulation, by-law or other requirement of the laws of England and Wales is to be construed as a reference to that statute or statutory instrument, regulation, by-law or other requirement of the laws of England and Wales as the same may have been, or may from time to time be, amended or re-enacted.
- 1.5. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

## Section 2 item 2

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### 2. Charges and Payments

- 2.1. The Operator shall pay to the Company the appropriate Charges as may from time to time be determined by the Company (at its sole discretion) for the taking off, landing, parking or housing of Aircraft or such other supplies, services or facilities as may be provided to the Operator or to the relevant Aircraft by or on behalf of the Company.
- 2.2. All Charges shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport, whether a demand has been made or not unless some other arrangement has been agreed in writing between the Operator and the Company.
- 2.3. The Company may, at its sole discretion, permit the Operator to pay the Charges:
  - 2.3.1. subject to the credit facilities conditions set out in Clause 3; or
  - 2.3.2. in accordance with terms for payment included in the invoice for the Charges as rendered by the Company to the Operator, provided that if the Operator fails to make any payment in accordance with the credit facilities conditions or the terms of any such invoice, or if the Operator or any other person commences any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the Charges, all such Charges shall become immediately due and payable.
- 2.4. The Company may, in addition to the sums payable under Clause 2.1, charge interest on all such sums if the Operator fails to pay the Charges either:
  - 2.4.1. prior to leaving the Airport; or
  - 2.4.2. in accordance with the credit facilities conditions set out in Clause 3; or
  - 2.4.3. in accordance with the terms for payment included in any invoice submitted by the Company to the Operator; or

## 2. Charges and Payments (continued)

- 2.4.4. on the date that any Charges became immediately payable under the proviso to Clause 2.3 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 outstanding Charges (both dates inclusive) at the base rate of the Company's bank for each day that such interest is payable plus 8 per cent and such interest shall be paid at the same time as the outstanding Charges to which it relates.
- 2.5. The Operator shall be liable for all bank charges, credit card service charges and other charges levied on its transactions when making payments to the Company in respect of all Charges arising as a result of its use of the Airport. Payments shall be made without deduction and, if necessary, should be grossed up so that the full amount is remitted to the Company. Further, if the applicable law requires any taxes to be deducted before payment, the amount shall be increased so that the payment made will equal the amount due to the Company as if no such taxes had been imposed.
- 2.6. Notwithstanding an Operator ceasing to be the Operator of an Aircraft, it shall remain liable for payment of all Charges incurred as a result of the use of the Airport by that Aircraft, until such time as some other person or entity becomes the Operator of that Aircraft and pays all outstanding Charges relating thereto.
- 2.7. The Company shall not be liable for and there shall be no reduction or exemption from any Charges by reason of the unavailability of any service, assistance or any other facilities at the Airport due to circumstances beyond its reasonable control (force majeure) including and without limitation; fire, explosion, flood, Act of God, acts of any governmental or supra-national authority, war, national emergency, riots, civil commotion, epidemic, acts of terrorism, labour disputes, strikes or lock-outs between a party and its employees, adverse weather conditions, air traffic control restrictions or availability, runway incident, mechanical failure and the exceptional diversion or landing of aircraft at the Airport, for example by reason of bad weather or traffic congestion.

### 2. Charges and Payments (continued)

- 2.8. The Company reserves the right to make additional Charges which shall be payable by the Operator in respect of Passengers and Aircraft landing at and departing from the Airport in the event that the Company incurs or becomes subject to additional expense due to new or additional requirements being introduced by any national, European or international governmental or regulatory body or due to charges being directly levied by such a body or in the event of significant and unforeseen increases in the operating costs of the Company.
- 2.9. The Operator shall not without the express written consent of the Company be entitled in respect of any claim the Operator may have against the Company to make any set off against or deduction from any Charges provided for in these Conditions of Use. The Operator must pay all Charges in full pending resolution of any such claim.
- 2.10. Payment of all Charges under these Conditions of Use shall be subject to the following general conditions:
- 2.10.1. All Charges payable to the Company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
- 2.10.2. All AMEX payments will incur a 3.5% processing charge and all Visa / Mastercard payments will incur a 2.5% processing charge, both of which are subject to a £5.00 minimum.
- 2.10.3. Credit facilities will only be extended to those operators where prior approval has been granted in accordance with the provisions of Clause 3. Where credit facilities have not been granted in advance of use of the Airport, Operators must arrange payment of all fees prior to departure. Operators are advised to contact Airport Finance Office (see contact details in Section 1) at the earliest possible opportunity to ensure the confirmed receipt of funds before departure of any Aircraft, or close of banking business on the day, whichever is the sooner.
- 2.10.4. The Company reserves the right to vary the Charges at any time without prior notice.



## 3. Credit Facilities

- 3.1. Requests for the granting of credit facilities must be made in advance to the Airport Finance Office Department of the Company and any decision to grant such facilities is at the Company's absolute discretion. Operators are advised to make credit requests at the earliest possible opportunity and in any event before Flights by the Operator commence. The making of a credit application does not imply that such facilities will be immediately available. Applicants will be advised in writing if the application has been approved and until such time, any Charges become due for payment at the time they are incurred.
- 3.2. Unless other arrangements have been made, the standard terms for payment are within 14 days of invoice date.
- 3.3. The Company reserves the right to require payment of a deposit or the giving of a bank guarantee from the Operator. Such a deposit or bank guarantee shall be such a sum as the Chief Executive shall deem appropriate at his/her absolute discretion. Any deposit paid to the Company, or the balance then remaining, shall be refunded to the Operator when 12 months of continuous service has been completed in respect of scheduled services in accordance with these Conditions of Use or at the end of the charter season or when the Operator ceases to operate any Flights from the Airport (whichever shall first occur), subject to the right of the Company (which is hereby reserved) to set off against any such deposit any appropriate Charges that have not been settled in accordance with the provisions of these Conditions of Use. Should payment of any Charges not be made within the credit period, or the volume of Charges prove to be higher than anticipated, the Company will require an additional amount of deposit to be paid, or a revised bank guarantee given, failing which the Company reserves the right to withdraw credit facilities with immediate effect.
- 3.4. The invoicing address shall be that supplied by the Operator at the time of requesting credit facilities and the Company's obligations in this respect will be deemed to have been satisfied provided the invoices are addressed in accordance with the information supplied. It is the responsibility of the Operator, therefore, to provide details of any new address in writing to the Company as necessary.

### 3. Credit Facilities (continued)

- 3.5. If payments are not made within the agreed timescale, credit facilities may be withdrawn without prior notice and action may be commenced to recover the sums due immediately thereafter. In this respect Operators are to be aware of the provisions of Section 88 of the Civil Aviation Act 1982 and Clause 5 of these Conditions of Use regarding the recovery of Charges.
- 3.6. In the event of an Operator having a valid query on an invoice, or part of an invoice, the query should be raised within the payment timescales. If not resolved within the timescales for payment of the invoice the Operator shall not be entitled to deduct from the payment the amount relevant to the query.
- 3.7. The Company reserves the right at any time and for whatever reason upon giving notice to the Operator to vary the conditions or to cancel the credit facilities. If credit facilities are withdrawn, all monies then outstanding shall become immediately due and payable.
- 3.8. The Company reserves the right to request a renewal of the credit application annually.
- 3.9. Credit facilities will lapse should the Operator not use the Airport during the previous 12 months.

## 4. Operations

### 4.1. General

4.1.1. The use of the Airport is subject to:

4.1.1.1. Local flying procedures as published from time to time in the AGA Section of the United Kingdom Air Pilot and NOTAMS, the Company's Aerodrome Manual, the Air Navigation Order and all applicable statutory and other legal requirements.

4.1.1.2. Any orders, instructions or directions published from time to time by the Chief Executive whether in writing or otherwise.

4.1.2. In addition to Clause 4.1.1 above, the use of the Airport by the Operator is subject to the conditions set out in this section:

4.1.2.1. If in the opinion of the Company an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the Company may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots, such measures may include the Company prohibiting the Operator or particular services of the Operator from the Airport for a fixed period of time.

4.1.2.2. Operators are not permitted to operate Chapter 2 aircraft at the Airport unless granted an exemption from Chapter 3 requirements by the UK Civil Aviation Authority in accordance with the Aeroplane Noise Regulations 1999.

4.1.2.3. Operators which operate during the IATA winter season must have a de-icing contract in place with a licensed supplier. Details of de-icing suppliers can be obtained from the Company.

4.1.2.4. All Operators must have a basic aircraft maintenance contract in place prior to the commencement of operations.

4.1.2.5. All Operators must have in place adequate emergency orders and aircraft recovery arrangements, copies of which must be lodged with the Company prior to the commencement of operations.

## Section 2 item 4 (continued)

### 4. Operations (continued)

#### 4.2 Information Requirements

- 4.2.1. Before commencing operations at the Airport the Operator should provide contact details to the Airport Operations Department. The Operator is responsible for ensuring that the Airport Operations Department is made aware of any changes to such contact details.
- 4.2.2. As required by the Civil Aviation Authority, the Operator or its Handling Agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the movements of its Aircraft at the Airport by 1000 hours on the day following each of those movements, including Aircraft registration, information about the number of terminal and transit Passengers, the volume of Cargo and mail embarked and disembarked at the Airport, and the origin and destination of all Passengers, Cargo and mail.
- 4.2.3. The Operator or its Handling Agent shall also furnish on demand, in such form as the Company may from time to time determine, details of the MTOW in respect of each Aircraft owned or operated by the Operator and of the seating capacity of such Aircraft.
- 4.2.4. The Operator or its Handling Agent shall also furnish without delay details of any changes in the MTOW or the maximum seating capacity in respect of any Aircraft of which it is an Operator.
- 4.2.5. Where the Operator or its Handling Agent fails to provide any information required by this Clause 4 within the relevant stipulated period, the Company shall be entitled to assess the Charges payable hereunder by the Operator by reference to the MTOW and the maximum passenger capacity of the Aircraft type. The Operator shall pay the re-calculated Charges as assessed by the Company.
- 4.2.6. The Operator or its Handling Agent shall furnish to the Company, within 21 days of a written request made by the Company, 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 specific 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 the Company, produce for inspection by any person duly authorised in writing by the Company, the original copies of such documents.

## 4. Operations (continued)

### 4.2 Information Requirements (continued)

- 4.2.7. The Operator of an Aircraft shall provide promptly when requested to do so by the Company a copy of the aircraft noise certificate (or other documentation acceptable to the Company) to the legislation of the State of Registry of the Aircraft, or where there is no such legislation, to the International Civil Aviation Organisation Annex 16.

### 4.3. Ground Handling

- 4.3.1. Mandatory handling is declared for all Aircraft. Operators must have a ground handling contract in place with a Handling Agent before the commencement of operations.
- 4.3.2. Only Handling Agents licensed by the Company to its required standards are permitted to operate at the Airport.
- 4.3.3. The Company reserves the right to limit the number of providers of ground handling services in accordance with The Airports (Groundhandling) (Amendment) Regulations 1998. No such service may be provided by the Operator or any third party on its behalf other than with the prior written permission of the Chief Executive, such permission to be at the Chief Executive's absolute discretion.
- 4.3.4. The Operator or its appointed Handling Agent is to ensure that adequate ground handling equipment and personnel holding the appropriate licences are available to ensure that the Operator's Aircraft can be moved at any time if so requested by the Company. Such request will normally be made verbally as part of day to day operations but at any time the Company may make a formal request for any Aircraft to be moved, such formal requests being satisfied by a letter delivered to the appointed Handling Agent or transmitted by facsimile similarly addressed. In the absence of any appointed Handling Agent, such notice will be addressed to the Operator.
- 4.3.5. Once a formal request has been made as indicated in Clause 4.3.4 Aircraft Parking Charges as set out in Section 1 will accrue from the time specified in the request at a rate of ten times the applicable parking Charge until such time as the Operator or its appointed Handling Agent has satisfied the request to move the Aircraft.

## Section 2 item 4 (continued)

### 4. Operations (Continued)

#### 4.3. Ground Handling (continued)

- 4.3.6. The employment of a Handling Agent will not absolve the Operator from any liability under these Conditions of Use. Neither the Company nor its servants or agents shall be liable for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the activities of the Operator's appointed Handling Agent.
- 4.3.7. The Operator shall publish a policy for the safe and expeditious handling of its Passengers when escorted between the Terminal building and the Operator's Aircraft and vice versa. When an Operator delegates his responsibility to an appointed Handling Agent, the Operator shall specify a minimum standard of performance expected of the Handling Agent together with documented monitoring and audit procedures. The appointed Handling Agent shall be directed by the Operator to conduct the relevant risk assessments and to make available documented procedures which specify the control measures that must be exercised. The Operator shall make available to the Company such information as specified in this Clause 4.3.7 at its reasonable request.
- 4.3.8. The European Parliament and the Council of the European Union have issued a regulation setting out the rights of disabled persons and persons with reduced mobility when travelling by air. EC No 1107/2006 (the "PRM Regulation") covers all aspects of the provision of assistance and will ensure that disabled persons and persons with reduced mobility have opportunities for air travel comparable to those of other citizens. The Company is complying with the PRM Regulation by providing services to assist disabled persons and persons with reduced mobility. The Operator or its Handling Agent shall provide to the PRM desk details of arriving or departing Passengers who will require assistance.

## 4. Operations (continued)

### 4.4. Health and Safety

4.4.1. Operators are required to provide demonstrable evidence of compliance with all prevailing Health and Safety legislation. This includes, inter alia,:-

4.4.1.1. A company policy document on health and safety with regard to operations and activities conducted in common workplace areas. This includes leased facilities in the terminal building, departure lounges and apron areas.

4.4.1.2. An organisational structure which clearly shows the roles and responsibilities of the Operator's managers in the performance of health and safety.

4.4.1.3. Method statements for the performance of operations and activities in common areas. This is required whether or not activities have been subcontracted to a third party.

4.4.1.4. Risk assessments for the above, clearly showing a numerical method of assessing risk for each activity, control measures applied and a process for review.

4.4.1.5. Procedure for the monitoring and auditing of the above.

### 4.5. Incidents

When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence the removal, rescue or salvage of the Aircraft and in default the Company reserves the right to remove, rescue or salvage the Aircraft at its discretion, and the Operator hereby indemnifies the Company or its agents against all damage, claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove, rescue or salvage the Aircraft and undertakes to pay the Company any resultant costs, damages or losses (consequential or otherwise) relating thereto.

### 4. Operations (Continued)

#### 4.6. Parking

With the exception of land subject to a lease granted by the Company, the parking of any Aircraft on or at the Airport will take place under the control of, and at the discretion of, the Company, having regard to operational commitments at the time. The Company reserves the right to require any Aircraft to be parked in any appropriate place, which may not necessarily be a predetermined parking stand, and the Charges will apply wheresoever the Aircraft parks on or at the Airport.

### 5. Aircraft Detention

5.1. Without prejudice to its statutory rights pursuant to Section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company (statutory or otherwise), so long as any Aircraft, its parts or accessories, shall be situated at the Airport (or situated upon any land within the Airport allotted by or rented from the Company), the Company shall have a continual lien both particular and general upon the Aircraft, its parts and accessories, for all Charges of whatsoever nature and whensoever incurred, which are due and payable to the Company in respect of the Aircraft or in respect of any other Aircraft of which the Operator of that Aircraft is the Operator at the time when the lien is exercised, and all such charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made. Without prejudice to the rights of the Company to detain the Aircraft (whether pursuant to these conditions, the said Section 88 or otherwise) the said lien shall not be lost by reason of the Aircraft departing from the Airport but shall continue to be exercisable at any time so long as any of the Charges, regardless of when they were incurred, remain unpaid.

5.2. The Operator agrees and acknowledges that the Company shall be entitled to exercise the rights of detention set out in Clause 5.1 above at the Airport should the Operator be in default of its payment obligations.

5.3. If payment of any such Charges as are referred to in Clause 2.1 are not made to the Company within 56 days after a letter demanding payment thereof has been sent to the registered owner of the Aircraft at any place at which it carries on business, the Company shall be at liberty from time to time and in such manner as it shall think fit, to sell (subject to the leave of the Court), remove, destroy or otherwise dispose of the Aircraft, and any of its parts and accessories in order to satisfy any such lien. The powers referred to in this Clause 5 are exercisable by the Company without prejudice to any other power granted by statute or otherwise.



## 5.5. Aircraft Detention (continued)

- 5.4. In the event that the Operator (being a person or persons) shall commit any act of bankruptcy or a receiving order shall be made against the Operator or (in the case of the Operator being a company) an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of the Operator or for the purposes of an administration of the Operator or if the Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with the creditors of the Operator or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy, then non-payment of any Charges which have been incurred as at that date thereof shall be deemed to be a default of payment for the purposes of Section 88 of the Civil Aviation Act 1982.

## 6. Liability & Indemnity

- 6.1. Nothing in these Conditions of Use shall exclude or restrict the Company's liability for fraud, death or personal injury caused by its negligence or to the extent the same may not be excluded or limited as a matter of law.
- 6.2. Neither the Company nor its servants or agents shall be liable to the Operator:
- 6.2.1. for loss of or damage to any Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of landing or taking off at the Airport or being removed or dealt with by the Company in the event of sale or detention of such Aircraft in accordance with the relevant legislation or under these Conditions of Use, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result.
- 6.2.2. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
- 6.2.2.1. any direct or indirect loss of profits; or
- 6.2.2.2. any indirect, special, incidental, consequential loss or loss of revenue, business contracts, anticipated savings or profits suffered by an Operator,

even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Operator incurring it.

### 6. Liability & Indemnity (continued)

- 6.2.3. for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property on or at the Airport. Without prejudice to the generality of the foregoing, the Company shall not be liable to the Operator or to any other person in respect of any claims made or compensation payable to any persons for delays in or cancellations to aircraft departures or arrivals including under EC REGULATION NO. 261/2004 (Regulation on Denied Boarding and Cancellations or Long Delays) or in respect of any direct or indirect loss of the Operator in connection with such delay or cancellation.
- 6.3. The Company gives no warranty as to the continued use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access of the public to the Airport or any part thereof without incurring any liability to the Operator.
- 6.4. The security of the Operator's Aircraft and all its contents shall at all times be the sole responsibility of the Operator who shall take such steps as it believes are appropriate to restrict unauthorised access to, or unauthorised use of, the Operator's Aircraft and its contents.
- 6.5. Subject to Clause 6.1, the maximum liability of the Company arising under or in connection with these Conditions of Use, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any event exceed in respect of any calendar year, an amount equal to the total Charges payable by the Operator to the Company pursuant to these Conditions of Use in respect of that calendar year.

## 7. Insurance

- 7.1. The Operator shall maintain in force at all times whilst using the Airport substantial appropriate insurance cover (by reference, in particular, to the responsibilities of the Operator set out in Clause 6 above).
- 7.2. Without prejudice to the generality of Clause 7.1, the Operator shall maintain 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 in a sum which shall at no time be less than the minimum levels of insurance set out in “REGULATION (EC) NO 785/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 April 2004 on insurance requirements for air carriers and aircraft operators”, or such higher amount as the Company may reasonably specify. 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 or claims.
- 7.3. All operators of vehicles requiring airside access shall comply at all times and in all respects with the Company’s policies on airside vehicles as laid down in the Airport Manual or any other such documents as from time to time issued by the Company in its absolute discretion. Motor insurance (as a minimum third party only) shall be maintained in respect of all vehicles operated at the Airport and such insurance cover shall at no time be less than £50 million in respect of any one incident.
- 7.4. Operators shall produce to the Company or its duly authorised representative, on demand, documentary evidence of such insurance policies.

### 8. General

- 8.1. The Company reserves the right to amend, vary or rescind any or all of the Charges and Conditions of Use at any time.
- 8.2. If any provision of these Conditions of Use is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions shall not be affected in any way.
- 8.3. No failure or delay by the Company to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or operate as a waiver of a preceding or subsequent breach.

### 9. Law & Jurisdiction

These Conditions of Use shall be governed by and construed in accordance with the laws of England and Wales and the Company and the Operator irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or matter arising in connection with these Conditions of Use or the Operator's use of the Airport.



# Notes

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**cardiff airport**   
maes awyr caerdydd

 + 44 (0) 1446 711 111    + 44 (0) 1446 712 555    [info@cwl.aero](mailto:info@cwl.aero)

[www.cardiff-airport.com](http://www.cardiff-airport.com)  
Cardiff Airport, Vale of Glamorgan, Wales CF62 3BD  
Maes Awyr Caerdydd, Bro Morgannwg, Cymru CF62 3BD