



CONDITIONS OF USE

PREFACE

- A. London Southend Airport is owned and managed by London Southend Airport Company Limited (hereinafter referred to as "LSACL") and by persons specifically authorised by them.
- B. This edition replaces the previous Conditions of Use dated 8th March 2012.
- C. The Unfair Contract Terms Act 1977 affect terms or notices which exclude or restrict liability for negligence. LSACL draws the attention of potential users of the Airport to **Condition 4** of these Conditions of Use which excludes and/or restricts LSACL's liability in certain circumstances.
- D. Section 88(1) of the Civil Aviation Act 1982 entitles aerodrome managers to detain aircraft for the non-payment of charges. The power relates to 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 the detention begins) or to any other aircraft of which the person in default is the operator at the time the detention begins. 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".*

LSACL will use the powers granted by Section 88(1) subject to the other provisions of that Section 88, including those provisions requiring the aerodrome authority to release such aircraft on receipt of sufficient security for the payment of the charges which are alleged to be due.



These Conditions of Use supply further details of how and when LSACL will use the rights and powers granted pursuant to S.88 of the Civil Aviation Act 1982 in relation to operators at the airport.

- E. **The operation (including take-off, landing, taxiing and other movements), parking and storage of any Aircraft at the Airport constitutes acceptance by the Operator and any member of the Operator's Group of these Conditions of Use.**
- F. These Conditions of Use may be varied, amended, excluded (in part) or supplemented by way of an Operating Agreement entered into between LASCL and an Operator but these Conditions of Use shall apply to the extent not specifically varied, amended and /or excluded by any such Operating Agreement.

1. INTERPRETATION

- 1.1 "S.106 Agreement" means the section 106 Agreement between LSACL and Rochford District Council, Southend-on-Sea Borough Council, Essex County Council and Prudential Trustee Company Limited dated 30 April 2010 as subsequently amended, supplemented and/or replaced from time to time.
- 1.2 "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) and, in respect of an Operator shall include any relevant member of the Operator's Group.
- 1.3 "Aircraft" includes fixed wing aircraft and helicopters plus any aircraft documents carried in it (as defined by section 88(10) of the Civil Aviation Act 1982) and any parts and accessories, equipment and stores, whether or not the property of the Operator and/or a member of the Operator's Group.
- 1.4 "Airport" shall mean London Southend Airport, being the Aerodrome 1.5 NMN of Southend-on-Sea as described in Schedule 1 of CAA Aerodrome Licence no. P893, as amended and/or supplemented from time to time.
- 1.5 "Airport Aerodrome Manual" means the aerodrome manual published from time to time by LSACL and available at [];
- 1.6 "Airport Security Programme" means the LSACL's programme, required under the



Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009), that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport, as amended from time to time.

- 1.7 "Airside Operating Procedures" means the Airside Operators Procedure as referenced within the Airport Aerodrome Manual.
- 1.8 "ATMs" are landings or take-offs of aircraft engaged in the transport of passengers, cargo or mail on commercial terms (and "ATM" shall be construed accordingly). All scheduled movements including those operated empty, loaded charter and air taxi movements are included.
- 1.9 "Applicable Law" includes common law and any decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed).
- 1.10 "Bye-laws" means the Airport bye-laws from time to time as published at <https://southendairport.com/corporate-and-community/byelaws>
- 1.11 Reference to a "Certificate of Airworthiness" shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.
- 1.12 "Charges" means any and all charges levied by LSACL on an Operator or any relevant member of the Operator's Group in respect of its use of and operations at the Airport pursuant to the Schedule of Charges (or otherwise), including (unless the context provides otherwise) any charges made for the supply of jet fuel and/or aviation gasoline and any other product or service supplied to the Operator or any relevant member of the Operator's Group by LSACL.
- 1.13 "Claim" means any or all claims (whether or not successful, compromised or settled), actions, liabilities, demands, proceedings, investigations, judgments and awards, whether arising before or after the date hereof which may be instituted, made, asserted, threatened, alleged or established against any person indemnified pursuant to these Conditions of Use.
- 1.14 "Conditions" means these Conditions of Use and the Schedules attached thereto.
- 1.15 "Delayed ATM" means an ATM where the Aircraft was scheduled to take off or land outside the Quota Night Period but the take-off or landing (as the case may be) was delayed such that it occurred during the Quota Night Period due to unforeseen weather



conditions, industrial action, temporary runway closure/repairs at the Airport or air traffic control delays or clearances beyond the control of the Operator, any relevant member of the Operator's Group and/or LSACL.

- 1.16 "Diverted ATM" means an unforeseen diversion of an Aircraft from other airports to the Airport due to weather conditions, industrial action, temporary runway closure/repairs.
- 1.17 "Engine NOx Emission" means the figure expressed in kilograms for emissions of oxides of nitrogen for the relevant engine derived from ERLIG recommended sources and which in the case of Jet Aircraft engines of 26.7n thrust or more are based on the standardised ICAO landing and take off cycle as set out in ICAO Annex 16 Volume II published in Document 9646 AN1943 (1995) as amended.
- 1.18 "Environmental Loss" means any and all Losses which arise directly or indirectly from any soil or groundwater contamination, including any Losses which relate to any interruption or disruption to the business carried on by LSACL and its Affiliates, and any other losses incidental or consequential to soil or groundwater contamination.
- 1.19 "Exempt ATM(s)" means ATMs by the police and/or HM Customs and/or the Coastguard and/or the military and/or the Air Ambulance Service and/or ATMs collecting or delivering human blood and/or organ transplants and/or ATMs carrying or meeting officials on Government business and/or any ATM which is made in an emergency consisting of an immediate danger to the life or health of humans or animals.
- 1.20 "Flight" has the same meaning as in the Air Navigation (No.2) Order 2000, as amended.
- 1.21 "Flight Classification" means classification within the following categories:
 - 1.1.1 "Domestic Flight" means a Flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (but excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas;
 - 1.1.2 "International Flight" means all flights other than Domestic Flights.
- 1.22 "Force Majeure Event" means pandemics, strikes, lock-outs or other industrial disputes (whether involving the workforce of suppliers or any other party), failure of a utility service or transport network, acts of God, acts of any governmental or supernatural authority, war, national emergency, riot, civil commotion, acts or threats of terrorism, malicious acts or damage, compliance with any Applicable Law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, epidemic, fire, flood, storm, adverse weather conditions, explosion, runway incidents, air traffic control restrictions or availability, default of suppliers or subcontractors, or exceptional diversion of or landing of Aircraft at the Airport.
- 1.23 "General Aviation Flight" means any civilian aviation aircraft operation with the exception of



commercial air transport.

- 1.24 "Jet Aircraft" means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.25 "Legislation" means:
- 1.1.3 all Acts of Parliament; and
 - 1.1.4 all Statutory Instruments; and
 - 1.1.5 any regulations or directions made pursuant to such Acts of Parliament or Statutory Instrument; and
 - 1.1.6 all regulations and requirements of any competent authority in each case as the same are amended, re-enacted or otherwise in force from time to time.
- 1.26 "Losses" means all losses, liabilities, damages, costs, charges and/or expenses, whether arising before or after the date hereof including (without limitation) properly incurred legal expenses and taxation which may be suffered or incurred by any person, including, but not limited to, all expenses suffered or incurred in investigating, preparing for or disputing or defending or providing evidence in connection with any Claim (whether or not a person who is indemnified pursuant to these Conditions of Use is an actual or potential party to such Claim) or in establishing its right to be indemnified pursuant to these Conditions of Use or mitigating any Losses or properly incurred in seeking advice regarding any Claim and any amounts paid in settlement of or pursuant to entry of judgement for any claim, and "Loss" shall be construed accordingly.
- 1.27 "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 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.
- 1.28 "Operating Agreement" means an agreement in writing entered into between the Operator (and or any relevant member of the Operator's Group) and LSACL with regard to its use of the Airport and the services to be provided in respect thereof.
- 1.29 "Operator" in relation to an Aircraft means the person for the time being having the management of that Aircraft.
- 1.30 "Operator Group" means any of (i) the Operator; (ii) a group member of the Operator; (iii) any operator operating under the same name or brand (or any replacement name or brand) as the Operator; (iv) any other operator operating an Operator-coded flight on behalf of any of (i), (ii) or (iii) under a wet lease (including ACMI sub-charter) when so operating, and (v) any person which is the owner of all or substantially all of the



Operator's business and/or assets;

- 1.31 "Passenger" means any person carried on an Aircraft with the exception of the Flight crew and cabin staff operating the Flight.
- 1.32 "Quota Night Period" means the period from and including 2300 hours to and including 0630 hours.
- 1.33 "Schedules of Charges" means the Schedules published by LSACL at <https://southendairport.com/corporate-and-community/doing-business-with-us> or such other location as LSACL shall use from time to time for the publication of its Schedule of Charges and/or those charges supplied by LSACL on request and/or as otherwise agreed in writing between an Operator and any relevant member of the Operator's Group and LSACL from time to time.

2. GENERAL CONDITIONS

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

- 2.1.1 Operators and any relevant member of the Operator's Group shall comply with local flying restrictions and remarks published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP), Notices to Airmen (NOTAMS) and the current Air Navigation Order and Regulation;
- 2.1.2 Operators and any relevant member of the Operator's Group shall comply with the Bye-laws, the Airport Security Programme, the Airport Aerodrome Manual, the Airport's Manual of Air Traffic Services Part 2, any and all instructions, orders, codes or directions published from time to time by LSACL, the Civil Aviation Authority or the Department for Transport, including Managing Director's instructions and London Southend Airport General Notices published from time to time by LSACL, which may supplement vary or discharge any of the terms and conditions of use set out herein;
- 2.1.3 Operators and any relevant member of the Operator's Group shall comply with, and shall ensure that their Affiliates, employees, servants and agents comply with, all Applicable Laws (including with regard to the maintenance of any licenses or permits required pursuant to such Applicable Laws) in relation to their use of the Airport and their Aircraft's approach to and departure from the Airport;
- 2.1.4 the Operator and any relevant member of the Operator's Group shall not appoint or use any handling agent which does not hold a current licence from the Managing Director to act as a handling agent at the Airport;



2.1.5 the Operator and any relevant member of the Operator's Group shall, or shall ensure that its appointed handling agent shall, furnish on demand in such form as LSACL may from time to time determine the details of the Engine NOx Emissions in respect of each Aircraft owned by the Operator and/or operated by any relevant member of the Operator's Group; and

2.1.6 The Operator and any relevant member of the Operator's Group will comply with the relevant ground handlers operating licence in relation to provision of ground handling services at the Airport.

2.2 The operation (including take-off, landing, taxiing and other movements), parking and storage of any Aircraft at the Airport constitutes acceptance by the Operator and any relevant member of the Operator's Group of these Conditions of Use.

3. INSURANCE

3.1 Each Operator shall and shall procure that and any relevant member of the Operator's Group shall, in addition to and without prejudice to any other obligations contained in these Conditions of Use, for the duration of its operations at the Airport:

3.1.1 take out and maintain a policy in respect of comprehensive legal liability insurance with a reputable insurance company covering the liability of the Operator and any of its Affiliates, employees, sub-contractors or agents covering all Losses and any Claim, including all airside locations and activities, for:

- i. personal injury to or death of persons; and
- ii. any loss or damage to any property (whether real or personal to whomsoever belonging and including cargo and baggage) of whatever nature and howsoever arising (and including, but not limited to, airside motor vehicle operation, war and terrorism); and
- iii. third party liability; and
- iv. any and all liability excluded or limited under condition 4,

in each case arising out of or in the course of or by reason of the Operator's operations at the Airport or those of its Affiliates or their respective officers, employees, sub-contractors or agents;

3.1.2 ensure that the actual level of insurance cover maintained is at a level which will be determined by LSACL according to type and location of the Operator's operation



(including the operation of any relevant member of the Operator's Group) and will be advised by LSACL to the Operator on request but in any event the insurance shall be for not less than the greater of (a) the minimum required by Applicable Laws and/or the Civil Aviation Authority (including Regulation (EC) No 785/2004 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, re-enacted or replaced from time to time)), and (b) the following amounts (which amounts apply in respect of any one occurrence or series of occurrences arising out of one event):

- i. not less than £100,000,000 GBP (One Hundred Million Pounds) public liability and property damage;
- ii. unlimited liability in respect of non-airside private motor vehicle bodily injury and private motor vehicle property damage;
- iii. not less than £5,000,000 GBP (Five Million Pounds) commercial vehicle third party property damage; and
- iv. not less than £10,000,000 GBP (Ten Million Pounds) employers liability.

3.2 The Operator shall be required to produce for the inspection of LSACL the said policies or evidence thereof and a receipt for the premium paid prior to commencing operations at the Airport and as required from time to time by LSACL during the Operator's and any relevant member of the Operator's Group's continued operation at the Airport.

3.3 The Operator shall also require its insurers or underwriters (or those of any relevant member of the Operator's Group) to note the interest of LSACL as an additional insured party on such policies in relation to the Operator's operations at the Airport (including the operations of any relevant member of the Operator's Group).

3.4 The Operator shall notify LSACL in writing as soon as reasonably practicable (and in any event no later than seven days following any such event) in the event that:

3.4.1 the policy terms and conditions or schedules of the insurances referred to in Condition 3.1.2 are altered or amended in any way by the Operator, any relevant member of the Operator's Group or by their insurers or underwriters;

3.4.2 the relevant insurers or underwriters refuse to indemnify any claim submitted;

3.4.3 the relevant insurers or underwriters void any insurance policy in relation to the Operator's operations or services at the Airport or those of any relevant member of the Operator's Group; or

3.4.4 the relevant insurers or underwriters impose a reservation of rights in respect of any claim submitted in relation to operations at the Airport.



4. LIABILITY AND INDEMNITY

- 4.1 The following provisions set out the entire liability of LSACL (including any liability for the acts or omissions of its Affiliates and any of its or their respective officers, employees, agents and sub-contractors) in respect of:
- 4.1.1 any breach of these Conditions of Use and any agreement incorporating these Conditions of Use (including any Operating Agreement save to the extent expressly varied, amended, supplemented or excluded therein in writing); and
 - 4.1.2 any agreement for the supply of jet fuel and/or aviation gasoline to any Operator and/or its Affiliates at the Airport; and
 - 4.1.3 any representation, statement, assurance or tortious act or omission (including negligence or nuisance or statutory duty) arising out of or in connection with these Conditions of Use and including any such representation, statement, assurance or tortious act or omission in any Operating Agreement or made otherwise at any time.
- 4.2 All warranties, conditions and other terms implied by statute or common law are excluded from these Conditions of Use and any agreement incorporating these Conditions of Use to the fullest extent permitted by law. In particular, and without prejudice to the foregoing, except for any express warranties set out herein, LSACL makes no representations or warranties, express or implied, statutory or otherwise, regarding jet fuel and/or aviation gasoline and/or any other physical product supplied by it at the Airport and any and all written materials supplied in connection therewith their fitness for any purpose, their merchantability, their quality, their non-infringement or otherwise. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract for the sale of jet fuel or aviation gasoline or any such product supplied.
- 4.3 Nothing in these Conditions of Use shall limit or exclude LSACL's liability (nor the liability of any of its Affiliates, and any of its or their respective officers, employees, agents and sub-contractors) for: (a) death or personal injury caused by its negligence, or the negligence of its Affiliates, and any of its or their respective officers, employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) liability in accordance with any Applicable Laws which cannot be excluded by Applicable Law; or (d) any matter in respect of which it would be otherwise unlawful for LSACL to exclude or restrict liability.
- 4.4 Subject to Condition 4.3, neither LSACL nor any of its Affiliates, nor any of its or their respective officers, employees, agents and sub-contractors shall under any circumstances whatsoever be liable to any person (including an Operator, its Affiliates and/or any of their respective officers, employees, servants, sub-contractors or agents) whether in



contract, tort (including negligence), for breach of statutory duty, or otherwise, for:

- 4.4.1 any (a) loss of profit, (b) loss of savings, (c) loss of opportunity, (d) loss of use, (e) loss of production, (f) loss of contract, (g) penalties, (h) liquidated damages or (i) Losses arising from any claims made by any third parties against the Operator, its Affiliates or any of their respective officers, employees, servants, sub-contractors or agents, or (j) any indirect or consequential loss arising from or relating to these Conditions of Use or in connection with any use of the Airport or services provided at the Airport or in connection with the supply of any jet fuel and/or aviation gasoline or other product.
- 4.4.2 any loss suffered by reason of any aerodrome service, assistance or facility not being available due to circumstances beyond LSACL's reasonable control including, without limitation by reason of a Force Majeure Event;
- 4.4.3 the availability or non-availability of jet fuel and/or aviation gasoline at the Airport (the availability of which is not guaranteed);
- 4.4.4 delays in or cancellations to Aircraft departures or arrivals including under EC Regulation No. 261/2004 (common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights), or any Regulation which may succeed it, or in respect of any direct, indirect or consequential loss of the Operator and any relevant member of the Operator's Group in connection with such delay or cancellation.
- 4.5 Subject to Condition 4.3, neither LSACL nor its Affiliates, nor any of its or their respective officers, employees, agents and sub-contractors shall be liable for, and shall be kept indemnified by the Operator against, any and all Losses of any description due to, or arising out of:
 - 4.5.1 the use by the Operator and any relevant member of the Operator's Group of the Airport, or by the presence of the Operator's Aircraft (including those of any relevant member of the Operator's Group) or other property, or the Operators' Affiliates or any of its or their officers, employees, servants, invitees or agents on or at the Airport;
 - 4.5.2 the loss of or the damage to an Aircraft, its parts or accessories or any property contained in the Aircraft, occurring while the Aircraft is on the Airport or is in the course of landing or taking-off at the Airport or is being removed or dealt with elsewhere for the purpose of Condition 5 or the exercise of any right or power under section 88 of the Civil Aviation Act 1982;

arising or resulting directly or indirectly from any act, omission, neglect or default on the part of LSACL, its Affiliates or any of its or their respective officers, employees, servants or agents unless in any such case done by LSACL or such other person with the intent to cause damage or recklessly and with the knowledge that



damage would probably result.

4.6 Subject to Condition 4.3 above, the total liability of LSACL and its Affiliates [in any year] to the Operator, its Affiliates and any of their respective officers, employees, servants or agents in respect of all Losses arising from or relating to these Conditions of Use or in connection with any use of the Airport whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of Charges paid by the Operator to LSACL in that year (other than any Charges levied in respect of the supply of jet fuel and/or aviation gasoline). Notwithstanding the foregoing provision of this Condition 4.6 but subject in each case to Condition 4.3 above, the total liability of LSACL and its Affiliates in connection with any contract for the supply of jet fuel and/or aviation gasoline or other product to the Operator, its Affiliates and any of their respective officers, employees, servants or agents in respect of all Losses arising from or relating to the supply of such jet fuel and/or aviation gasoline or other product in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount paid by the Operator to LSACL in respect of the supply of such jet fuel and/or aviation gasoline or other product.

4.7 **LSACL provides no warranty or guarantee as to the continued use and operation of the Airport, nor of any available capacity or slots at the Airport, and may at any time or from time to time at its sole discretion close or restrict access of any person or Aircraft to the Airport or any part thereof without incurring any liability to the Operator** and any relevant member of the Operator's Group. LSACL reserves the right to manage capacity and slots at the Airport as it deems necessary for safety and operational reasons.

4.8 The Operator undertakes to indemnify LSACL and its Affiliates and their respective officers, employees, agents and sub-contractors and to hold LSACL and any such person harmless on an after-tax basis against any and all:

4.8.1 injury and damage to property sustained as a result of wake vortices generated by their Aircraft; and

4.8.2 Environmental Losses actually incurred or sustained by LSACL or any such other person through any action or omission to act of the Operator or its Affiliates, or any of its or their respective officers, employees, agents, subcontractors or servants.

5. GENERAL CHARGES AND PAYMENT

5.1 The Operator shall pay the appropriate Charges for the take-off, landing, parking or housing of aircraft, and the supply of jet fuel and/or aviation gasoline and any other products or services, as set out below and in the Schedules of Charges or provided on application by LSACL. At the date of adoption of these Conditions of Use, Charges are levied for landing of Aircraft (including circuit training), parking, night flying a passenger load supplement, security, special assistance and fuels and oils and surcharges for certain noise level and NOx emissions. LSACL may amend, vary or supplement the Schedules of Charges from time to time without reference to or the agreement of an Operator or any



of its Affiliates. Any charges based on Aircraft weight will be assessed and payable on the basis of the Aircraft's Maximum Total Weight Authorised (see Condition [1.24]). The Charges payable pursuant to these Conditions of Use do not cover charges to be made for services to be provided by Stobart Aviation Services. Rates for those services are available on application to Stobart Aviation Services. Charges in respect of cargo and freight facilities are also available on request and will be charged separately. Compulsory handling will apply to non-based aircraft which are operating for hire and reward and with a maximum take-off weight authorised above 2.5 tonnes. Stobart Jet Centre provide handling for all non-airline operations, please contact ops@stobartjetcentre.com

- 5.2 The Operator shall also pay the appropriate charge for any supplies, services or facilities provided to the Operator and any relevant member of the Operator's Group or to the Aircraft at the Airport by or on behalf of LSACL; the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred or set out in the Schedules of Charges) be those as may from time to time be determined by LSACL.
- 5.3 Charges shall accrue from day to day. Unless LSACL in its absolute discretion requires earlier payment and notifies the Operator as such, or LSACL has provided the Operator with formal written notification of agreed credit facilities, the Charges shall be payable immediately on accrual. All charges referred to in this Condition shall, unless some other arrangement has been agreed in writing by LSACL, shall be payable to LSACL, whether a demand has been made or not, before the relevant Aircraft departs from the Airport. Where LSACL has notified the Operator in writing of agreed credit facilities, then all payments will be made within the specified number of days from the date of invoice as set out in such agreed credit facilities, or within such other period as agreed between LSACL and the Operator in writing from time to time.
- 5.4 Notwithstanding the foregoing, LSACL may issue invoices at such other intervals as it shall determine.
- 5.5 Payments shall be made without deductions (including taxes or charges) or set off, unless required by Applicable Law. If Applicable Law requires any tax or charge to be deducted before payment to LSACL the amount of any such payment affected by any such deduction shall be increased so that the payment made after the relevant deduction will equal the amount due to the Airport as if no such tax or charge had been imposed.
- 5.6 All sums payable to the Airport as set out in these Conditions of Use and the Schedules of Charges are exclusive of VAT which shall, where applicable, be paid in addition thereto at the applicable rate.
- 5.7 In connection with the payment of Charges, the Managing Director, or his nominated deputy, may, at his/her discretion, require a deposit to be lodged with LSACL before Flights by that Operator or any member of the Operator's Group commence and/or continue. Any such deposit shall be paid to LSACL and shall be in such a sum as the Managing Director or his nominated deputy shall consider to be appropriate based upon the proposed operation by the Operator at the Airport. Such deposit or the balance then



remaining shall be refunded to the operator at such time as the Managing Director, or his nominated deputy, may, at his/her discretion, determine and by no later than one month after the date upon which LSACL determines that the Operator has ceased to operate any Flights from the Airport (whichever shall first occur) subject to the right of LSACL (which is hereby reserved) to set off against any such deposit any appropriate Charges that have not been settled in accordance with the above provisions.

5.8 Notwithstanding any other provision in these Conditions of Use or elsewhere (including in any agreed credit facilities), all Charges shall become payable immediately (and as such the Operator shall, from the relevant date referred to below, be in default in payment of such Charges for the purposes of section 88 of the Civil Aviation Act 1982) if:

5.8.1 the Operator fails to make payment of any Charges in accordance with the terms of these Conditions of Use or any agreement with LSACL (including these Conditions of Use and any agreed credit facilities) or the terms of any invoice issued to the Operator; or

5.8.2 the Operator or any other person commences any proceedings or takes any action or omits to take any action which, in the opinion of LSACL, could affect the ability of the Operator to pay any Charges, and LSACL notifies the Operator that the Charges have become payable immediately; or

5.8.3 LSACL believes that the Operator is or may become unable to pay any Charges, and LSACL notifies the Operator that the Charges have become payable immediately;

5.8.4 if the Operator:

- i. commits any act of bankruptcy; or
- ii. has a receiving order made or any receiver (including an administrative receiver) or manager appointed against it or the whole or any part of its assets; or
- iii. has any distress, execution, sequestration or similar process levied or enforced or sued out or upon or against the Operator or the whole or any part of its assets;
- iv. makes an order or passes a resolution, whether voluntary or compulsory, for the winding-up or liquidation of the Operator; or
- v. goes into administration; or
- vi. makes any assignment of its estate for the benefit of its creditors generally or any of them; or



- vii. makes any arrangement or composition with its creditors generally or any of them; or
- viii. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- ix. does any other act or takes any proceeding in law, or any third party does any act or takes any proceeding in law, having effects or results similar to or in formal preparation for any of the above,

then all Charges which have been incurred as at the date of such event shall become payable immediately and non-payment shall be deemed to be a default of payment at the date of such event for the purposes of Section 88 of the Civil Aviation Act 1982.

5.9 In addition to the rights and powers of the Airport under Section 88 of the Civil Aviation Act 1982 and without prejudice to those rights and powers, for 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 LSACL, LSACL shall have a continual lien both particular and general for all Charges and other sums due from the Operator whatsoever and whensoever incurred which shall be or become due and payable to LSACL upon:

5.9.1 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

5.9.2 any other Aircraft, its parts and accessories of which the Operator and/or any relevant member of the Operator's Group 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 Airport 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.

5.10 Other than as set out in clauses 5.7.3 and 5.7.4 where such right arises immediately upon the occurrence of the events referred therein, if payment of any such Charges is not made to LSACL within 21 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, LSACL shall be at liberty from time to time and in such manner as it shall think fit, to sell, remove, destroy or otherwise dispose of the Aircraft and/or any of its parts and accessories in order to satisfy any such lien.

5.11 In the event that any part of this Condition 5 provides that any default of payment by the Operator shall be deemed to be a default of payment for the purposes of Section 88 of



the Civil Aviation Act 1982, but for any reason whatsoever that Section does not apply, or only applies in part, the Operator agrees that LSACL shall nevertheless hold all rights it would hold and may exercise any powers and take any steps it would be able to exercise or take if that Section did in fact apply. In addition, the Operator agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as LSACL may at any time require for the purpose of giving full effect to such rights and powers.

- 5.12 LSACL shall be entitled to charge interest on any Charges payable pursuant to the terms hereof which have not been paid in accordance with any written arrangements for payment made between LSACL and the Operator or, in the absence of such arrangements, within the time for payment of such Charges stipulated on the invoice rendered by or on behalf of LSACL for such Charges. Interest will be calculated on a daily basis from the date upon which the Charges became due for payment until the date of payment of the Charges (both dates inclusive) at 8% plus the Bank of England base rate for business to business transactions and such interest shall be paid by the Operator at the same time as the Charges to which it relates.
- 5.13 If LSACL is not reasonably satisfied that an Operator has capacity to meet its on-going financial obligations under these Conditions of Use or does not adhere to any agreed payment terms, then LSACL 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 LSACL's reasonable estimate of the Charges the Operator is likely to incur over a 3-month period.
- 5.14 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 the Operator to pay Charges weekly in advance.
- 5.15 The Operator shall be responsible for all Charges and other sums payable under these Conditions of Use notwithstanding that a Flight may have been operated by a member of the Operator's Group.

6. HOUSING AND PARKING CHARGES

- 6.1 Where accommodation for the housing of aircraft is available, information about the Charges payable may be obtained from the Managing Director, or his nominated deputy. Property details of buildings and hangars for rent and development are available on request and are charged separately from parking charges..
- 6.2 The parking Charges will be based on the total number of days or part days that the Aircraft has been parked on areas designated as Airport parking areas. For non-operational aircraft (aircraft which have not flown for 6 months or longer), a surcharge equivalent to two times the standard parking charges will be levied.



- 6.3 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.
- 6.4 Parking Charges will begin to accrue two hours after the Aircraft lands at the Airport.
- 6.5 The standard charges for parking an aircraft will be assessed and payable in accordance with the Charges set out in the Schedules of Charges.
- 6.6 The Managing Director, or his nominated deputy, may at any time order an Operator and any relevant member of the Operator's Group 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 in it will render the Operator liable to a special charge (which will be notified to the Operator at the time of the request to move the aircraft) and LSACL shall be entitled to arrange the removal of the Aircraft as it sees fit (without any liability to the Operator or any relevant member of the Operator's Group) and the Operator shall fully and effectively indemnify and hold harmless LSACL (along with its Affiliates and its or their respective officers, representatives, agents and employees) from and against any and all Losses howsoever suffered or incurred by any such person as a result of any removal or failure to remove an Aircraft pursuant to this Condition.
- 6.7 No Aircraft will be accepted for housing or long-term parking unless agreement has been obtained in writing from the Managing Director or his nominated deputy.

7. SURCHARGES

7.1 Noisy Aircraft

7.1.1 Operators should note that civil subsonic Jet Aircraft with a take-off mass of 34,000 kg or more (with more than 19 passenger seats) operating in the UK are required to be certified as Chapter 3 or Chapter 4 in accordance with the Aerospace Noise Regulations 1999 as amended. Aircraft not meeting this requirement are prohibited from any UK airport unless granted an exemption by the UK CAA.

7.1.2 A surcharge (specified in the Schedules of Charges from time to time) of the Charge on landing calculated in accordance with the Schedules of Charges will be levied in respect of certain noise certification levels, unless documentation attesting compliance with noise certification standards is produced. Documents should be sent to the Managing Director.

7.1.3 Aircraft departures which infringe noise thresholds or Aircraft of Operators that flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPR's) prescribed for the Airport, both as measured by the noise and track monitoring system operated by LSACL, may be subject to supplemental charges set out in the Schedules of Charges.



Exceptional Policing Requirements

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

8. OTHER CHARGES

Night surcharges, training and overshoot fees, security charges, passenger load supplements, rescue and fire service charges, aircraft handling fees, passenger handling fees, aircraft de-icing charges, security charges and aircraft cleaning charges may be payable as further detailed in the Schedules of Charges.

9. REBATES

9.1 Nothing in these Conditions of Use shall prevent the Managing Director or his nominated deputy, at his sole discretion, to abate or waive either wholly or in part the charges or surcharges set out in the Schedules of Charges hereto, any said abatement and waiver being set out in writing and signed by the Managing Director or his nominated deputy.

10. DATA REQUIREMENTS AND OPERATOR OBLIGATIONS

Conditions 10.1 to 10.9 do not apply to General Aviation Flights.

10.1 The Operator and any relevant member of the Operator's Group or its appointed handling agent shall furnish to LSACL, in such form and by such methods as LSACL 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 those movements, including information about the number of terminal and transit passengers (including children and infants) and the volume (including total weight in kilograms) of cargo and mail embarked and disembarked at the Airport, together with the name and address of the operator who is to be invoiced.

10.2 The Operator and any relevant member of the Operator's Group or its appointed agent shall also furnish on demand in such form as LSACL may from time to time determine fleet details, including but not limited to details of Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator and any relevant member of the Operator's Group.

10.3 The Operator and any relevant member of the Operator's Group or its appointed agent shall also furnish without delay details of any changes in the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator and any relevant member of the Operator's Group.

10.4 Where the Operator or any relevant member of the Operator's Group or its handling



agent fails to provide the information required by this condition within the period stipulated herein, LSACL 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 any charge so assessed by LSACL.

10.5 The Operator or its appointed handling agent shall furnish to LSACL within 21 days of a written request made by LSACL copies of aircraft load sheets to enable verification of all details with respect to 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 LSACL, produce for inspection by any person duly authorised in writing by LSACL the original copies of such documents. Where the Operator or any relevant member of the Operator's Group or his agent fails to provide the information required in this Condition [10.5] within the period stipulated herein, the Airport shall be entitled to assess the Charges payable hereunder by the Operator by reference to the maximum passenger capacity and the Maximum Total Weight Authorised of the Aircraft type.

10.6 Operational Data

10.6.1 The Operator shall also provide or ensure that its handling agent and any relevant member of the Operator's Group provides to LSACL details of all aircraft operations by the timely transmission of complete and accurate operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communications standards.

10.6.2 The required operational data includes:

- aircraft registration (including aircraft substitutions)
- variations to schedule (including flight number, aircraft type, route and scheduled time of operation)
- estimated times of operation
- actual times of arrival (on runway)
- actual times on and off stand and time of ATC clearance to start engines and push back
- stand departure delays greater than 15 minutes including complete delay codes
- arrival delays using standard IATA delay codes where known
- turnaround linked flight numbers and registrations (including changes)
- flight cancellation details and reasons
- flight diversion details and reasons

10.6.3 The following data is also required:

- advance passenger details – forward booking information



- misconnected baggage information – MSF world tracer report
- baggage information messages (BIMs): BTM, BSM, BPM, BUM, BNS, BCM

10.6.4 The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	AD HOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
MSF	WORLD TRACER FAULT STATION LOG		
PAL	PASSENGER ASSISTANCE LIST	IATA AHM	
CAL	CHANGE ASSISTANCE LIST	IATA AHM	

10.6.5 LSACL IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

Standard for MESSAGE FORMATS	IATA AHM	710
Standard for MESSAGE CORRECTIONS	IATA AHM	711
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	730
DELAY INFORMATION SUB CODES	IATA AHM	731
Form of INTERLINE BAGGAGE TAG	IATA RES	740



10.6.6 Messages to be sent as follows:

Address SENSHCR	MVT, LDM, SLS, DIV, ASM
Address SENSHCR	PTM, MSE, PSM and forward booking information
Address SENSHCR	PAL, CAL
SITA MDS (Message Distribution Service)	all Baggage Information Messages (BIM's)

10.7 The Operator and any relevant member of the Operator’s Group must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between its Departure Control Systems (DCS) and LSACL’s systems and:

10.7.1 take all reasonable steps to ensure that accurate data is contained within its central systems (including any websites) and the DCS at all times;

10.7.2 ensure that in the event of flight cancellation, its DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to LSACL as soon as reasonably possible after the cancellation is identified; and

10.7.3 where the Operator or any relevant member of the Operator’s Group makes any change to or replacement of its DCS that has a risk of impacting the wider airport community, the Operator must notify LSACL in advance.

Common Facilities

10.8 At the Airport, where a single, shared departures lounge (Common Departure Lounge) for domestic and international passengers is in use, LSACL will operate a validation system for persons travelling on flights departing to destinations in the United Kingdom. This is to mitigate any potential risk of persons entering the United Kingdom illegally.

10.9 The Operator and any relevant member of the Operator’s Group or their appointed handling agent(s) must use best efforts to inform their domestic passengers that they will be required to enrol and validate their identity using such approved methods as are prescribed by LSACL and notified to airlines in order to proceed beyond the ticket presentation point and subsequently to board their flight. Passengers who refuse to enrol and validate their identity will be refused entry beyond the ticket presentation point and will be unable to board their flight from the applicable terminal. As a minimum, the Operator and any relevant member of the Operator’s Group must state these Conditions of Use on its website, and/or notify passengers at ticket points of sale within its control.

10.10 The Operator shall at all times use all reasonable endeavours to avoid taking any action



and will procure that any relevant member of the Operator's Group shall at all times use reasonable endeavours to avoid taking any action which may adversely impact the Airport and LSACL's commercial operations, including but not limited to any new restrictions on the number of duty free bags passengers may take on board.

10.11 The Operator and any relevant member of the Operator's Group shall ensure compliance with LSACL's Airside Operational Procedures, including by providing a commitment through training to provide all its employees with the skills and competencies to work effectively and safely airside. If the Bye-laws or licence conditions are broken, action against the Operator or individuals could include revoking of airside passes and/or their licence to operate.

10.12 The Operator and any relevant member of the Operator's Group shall ensure compliance with LSACL's Airside Vehicle Permit Scheme. All vehicles and mobile equipment operating airside are to have an individual Airside Vehicle Inspection Pass to ensure that they are fully fit for the intended use and that their condition is such that they will not endanger vehicle users, other vehicles, pedestrians, Aircraft or property.

11. REMOVAL OF AIRCRAFT

11.1 In the event of a runway incident (including where an Aircraft becomes bogged down) or where an Aircraft is otherwise disabled or causing an obstruction (whether on the runway or otherwise), the Managing Director (or his nominated representative) shall consider the extent to which:

11.1.1 the Aircraft impedes the safe and efficient operation of the Airport; and/or

11.1.2 the Aircraft obstructs the public or other users of the Airport; and/or

11.1.3 the Operator or any relevant member of the Operator's Group is willing and able to safely remove the Aircraft in a timely manner,

and shall notify the Operator whether LSACL or the Operator and/or any relevant member of the Operator's Group shall be responsible for its removal. Where LSACL reasonably considers that removal of the Aircraft is required as a matter of urgency (whether to protect life or property or to maintain efficient operation at the Airport), LSACL shall not be required to give such notice prior to its removal of the Aircraft but shall do so as soon as practicable thereafter.

11.2 LSACL reserves the right at its absolute discretion:

11.2.1 to require the Operator and/or any relevant member of the Operator's Group



to carry out such Aircraft removal pursuant to Condition 10.1; and

11.2.2 to take responsibility for removal of the Aircraft if LSACL determines (pursuant to Condition 11.1) that LSACL is responsible for removal of the Aircraft or if, having directed that the Operator and/or any relevant member of the Operator's Group is responsible for its removal, the Operator or any relevant member of the Operator's Group subsequently fails to demonstrate that the Aircraft will be removed in a safe and timely manner.

11.3 The Operator shall fully and effectively indemnify and hold harmless LSACL (along with its representatives and employees) against any and all Losses that may be suffered or incurred by LSACL (along with its representatives and employees):

11.3.1 in carrying out any Aircraft removal pursuant to Condition 11.1; and

11.3.2 as a result of any removal or failure to remove an Aircraft pursuant to Condition 11.2.

12. AIRPORT SLOTS AND NIGHT FLIGHTS

12.1 The availability of airport slots at the Airport will be allocated in accordance with the Airports Slots Allocation Regulations 2006 as modified from time to time. Any assignment or transfer of slots so allocated will require written approval of the Managing Director or his/her nominated deputy whose approval may be subject to such conditions as he/she, in his/her absolute discretion, shall think fit.

12.2 The Airport is subject to restrictions on night flights under the terms of the S.106 Agreement during the Quota Night Period. No Operator nor any relevant member of the Operator's Group shall operate a Flight which takes-off or lands at the Airport during the Quota Night Period without the express consent of LSACL, save in the following circumstances:

12.2.1 a Delayed ATM; or

12.2.2 an Exempt ATM; or

12.2.3 a Diverted ATM.

12.3 No aircraft with a Quota Count of more than one (1) nor any helicopter shall be permitted to take off from, and/or land at, the Airport during the Quota Night Period unless it is a Delayed ATM or a Diverted ATM or an Exempt ATM. The Quota Count of any aircraft on take-off or landing shall be calculated on the basis of the noise classification for that aircraft on take-off or landing (as appropriate), as follows:-



Noise Classification (EPNDB)	Quota Count
0 - 86.9	0.25
87 - 89.9	0.5
90 - 92.9	1
93 - 95.9	2
96 - 98.9	4
99 -101.9	8
Greater than 101 .9	16

12.4 Each Operator shall indemnify LSACL on demand against any losses, liabilities, damages, costs and expenses incurred by LSACL as a result of any breach of Condition 12.2 or 12.3.

13. MODERN SLAVERY

13.1 Each Operator and its employees, officers, agents, servants and sub-contractors shall comply with the Modern Slavery Act 2015, LSACL's Modern Slavery Policy (as outlined at <https://www.esken.com/services/modern-slavery-statement/> from time to time) and all other applicable anti-slavery and human trafficking laws, statutes and regulations.

13.2 Each Operator undertakes, warrants and represents that neither it nor any of its Affiliates nor any of their respective officers, employees, agents or subcontractors has:

13.2.1 committed an offence under the Modern Slavery Act 2015 ("a MSA Offence");
or

13.2.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

13.2.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

13.3 Each Operator shall notify LSACL immediately if it becomes aware or has reason to believe that it or any of its Affiliates or any of their respective officers, employees, agents or subcontractors have breached or potentially breached any of their obligations under Condition 13.2.

13.4 Each Operator shall indemnify LSACL (and each of its Affiliates and any of its or their respective officers, employees, agents on demand against any losses, liabilities, damages, costs and expenses incurred by LSACL as a result of any breach of Condition 13.1 or 13.2.



14. AUTHORITY TO BOARD AIRCRAFT

14.1 LSACL, its servants or agents, shall have authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require an Operator to pay the costs so incurred by it in doing so.

15. VARIATIONS

15.1 LSACL reserves the right at any time to amend, vary or discharge any of the terms and conditions of use set out herein. LSACL shall not be under any obligation to notify any Operator directly of any such amendment, variation or discharge; it shall be sufficient for LSACL to publish an updated version of these Conditions of Use on its website at <https://southendairport.com/corporate-and-community/doing-business-with-us> or such other location as LSACL shall use from time to time to publish its Conditions of Use, and such published Conditions of Use shall become binding as from their date of publication.

15.2 In the event of a change in Applicable Law which has a detrimental impact on LSACL and/or the Airport, LSACL shall be entitled to increase the Charges to reflect any additional expense which LSACL has incurred as a result of such change in Applicable Law.

16. ASSIGNMENT

16.1 LSACL may at any time assign, transfer, charge or deal in any other manner with any agreement incorporating or referencing these Conditions of Use, any part of them or any agreement covered by them, or sub-contract any or all of its obligations.

16.2 The Operator shall not be entitled to assign any agreement incorporating or referencing these Conditions of Use, any part of them or any agreement covered by them, or sub-contract any or all of its obligations, without the prior written consent of LSACL.

17. FORCE MAJEURE

LSACL shall have no liability under these Conditions of Use or any agreement covered by them if it is prevented from, or delayed in performing, its obligations under these Conditions of Use or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation), including by reason of a Force Majeure Event.

18. ENQUIRIES ON THE CONDITIONS OF USE

Any enquiries with regard to these Conditions of Use and/or an Operator's use of the Airport should be addressed in the first instance to the Managing Director's office.

19. LAW AND JURISDICTION

Whatever the nationality or domicile of an Operator or the country of registration of an Aircraft,



these Conditions of Use shall be deemed to have been accepted in England and shall be governed by and construed in accordance with the laws of England and Wales. The Operator hereby submits to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these conditions or their subject matter (including any non-contractual disputes or claims).

20. APPOINTMENT OF PROCESS AGENT

Where (i) the Operator is a company incorporated outside the United Kingdom, or (ii) the Operator's or a member of the Operator's Group's Aircraft is registered outside the United Kingdom and the aircraft has a Maximum Total Weight Authorised of greater than or equal to 10,000 kg, the Operator shall provide LSACL with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on its behalf or on behalf of a relevant member of the Operator's Group. The notification of an agent under this condition shall be irrevocable unless replaced with another agent resident in England and Wales and notified to LSACL. The Operator will immediately appoint (or procure the appointment of) a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

21. ENGINE TESTING

Introduction

21.1 The Operator will at all times comply with the provisions of the Airport's Aircraft Engine Ground Running policy as published from time to time by LSACL as part of the Aerodrome Manual and will procure that each member of the Operator's Group will also so comply.

22. GENERAL

22.1 Each right or remedy of LSACL under these Conditions of Use is without prejudice to any other right or remedy of LSACL whether under these Conditions of Use or otherwise.

22.2 Nothing in these Conditions of Use shall prejudice any rights of LSACL under any statute, including but not limited to the Civil Aviation Act 1982 and any re-enactment or modification thereof.

22.3 If any provision of these Conditions of Use or any provision of an agreement covered by them is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions of Use or any agreement covered by them and the remainder of such provision shall continue in full force and effect.

22.4 Failure or delay by LSACL in enforcing or partially enforcing any provision of these Conditions of Use or any provision of any agreement covered by them shall not be construed as a waiver of any of its rights under these Conditions of Use or any rights in



an agreement covered by them.

- 22.5 Any waiver by LSACL of any breach of, or any default under, any provision of these Conditions of Use or any provision of an agreement covered by them by the Operator shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Conditions of Use or any terms of an agreement covered by them.
- 22.6 The parties to these Conditions of Use do not intend that any term of these Conditions of Use or any agreement covered by these Conditions of Use shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it, save that the Affiliates, officers, employees, agents and sub-contractors of LSACL and its Affiliates may enforce for their own benefit the indemnities of the Operator expressed to benefit them contained herein and to rely on the limitations of their liability set out herein. The rights of the parties to rescind or vary the agreement represented by these Conditions of Use are not subject to the consent of any other person.
- 22.7 The formation, existence, construction, performance, validity and all aspects of any agreement covered by these Conditions of Use and any agreement covered by them shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts, except that it is agreed for the benefit of LSACL that the submission to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of LSACL to bring legal proceedings in any other court of competent jurisdiction including, without limitation, the court having jurisdiction by reason of the Operator's domicile or establishment. Legal proceedings by LSACL in any one of more jurisdiction shall not preclude legal proceedings by it in any other jurisdiction by way of substantive action, ancillary relief, enforcement or otherwise.
- 22.8 These Conditions of Use and any Operating Agreement constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Operator acknowledges that in entering into the agreement represented by these Conditions of Use it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions of Use and any Operating Agreement. The Operator agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions of Use and any Operating Agreement. Nothing in this clause shall limit or exclude any liability for fraud.