# **Conditions of Use**

**Including airport charges** 

Effective from 1<sup>st</sup> January 2013

The address and registered office for this company is :-

Belfast City Airport Limited (Company Number: NI 016363) Sydenham By-Pass BELFAST BT3 9JH

The contact details for this company are as follows:

Telephone: 028 9093 9093 Fax: 028 9093 9094

# **Table of Contents**

1.	Interpretation				
	1.1	Definition of Terms			
2.	Conditions				
	2.1 2.2 2.3 2.4 2.5 2.6	General Notices and Jurisdictions Operational Slots Payment Data			
3.	Charge	es on Departure & Arrival	11		
4.	Handling				
	4.1	Provision of Handling Services			
5.	Insurar	nce & Indemnity	11		
	5.1 5.2 5.3	Appropriate Insurance Indemnity Limit of Liability			
6.	Surcha	ırges	11		
7.	Minimu	ım Charge on Departure	11		
8.	Schedu	Schedule of Charges			

## **Conditions of Use**

# 1. Interpretation

#### 1.1 Definition of Terms

"Airport" means Belfast City Airport, Sydenham Bypass, Belfast, BT3 9JH.

"Airport Charges" means shall include the appropriate charges on departure and parking charges as set out in the Schedule of Charges.

"Airport Company" shall mean Belfast City Airport Limited.

"flight" has the same meaning as in the Air Navigation (No. 2) Order, 2002, as amended.

"Freight" means any cargo or mail carried on an aircraft operating an air transport flight, with the exception of freight in transit. "Freight in Transit" means any cargo or mail which arrives at the airport and departs in the same aircraft, where such an aircraft is operating a through flight transiting the airport.

"ICAO" means the International Civil Aviation Organisation.

"Maximum Total Weight Authorised" in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take off anywhere in the world, in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft. Reference to a "Certificate of Airworthiness" shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.

"Operator" in relation to an aircraft means the person or entity for the time being having the management of that aircraft

"passenger" means any person, including infants, carried on an aircraft with the exception of the flight and cabin crew operating the aircraft flight. Reference to a "Domestic" passenger shall be to a passenger where both landing and take-off are within the United Kingdom, Channel island or the Isle of Man and there is no intermediate landing outside these areas. Reference to an "International" passenger shall be to a passenger other than a Domestic passenger.

"Schedule of Charges" means the schedule of Airport Charges set out in Condition 8.

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

"Time of Landing" means the time recorded by Air Traffic Control Services at the Airport Company as the time of touch down of an aircraft, and the "Time of Take-off" means the time recorded by Air Traffic Control Services at the Airport Company as the time when the aircraft becomes airborne:

"Transit Passenger" means a passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport, and includes a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

References to "Chief Executive of the Airport Company" shall include a nominated deputy.

#### 2. Conditions

The use of the Airport by an Operator is subject to the following conditions:

## 2.1 General

# Compliance

- 2.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom AIP (Aeronautical Information Publication).
- 2.1.2 Compliance with instructions, orders or directions published from time to time by the Airport Company which may supplement, vary or discharge any of the terms and conditions of use set out herein.
- 2.1.3 Compliance with the directives on security of airports and aircraft issued by the Department for Transport, and where appropriate any other organisation having the right to issue such directives.
- 2.1.4 Compliance of operative aircraft with the noise certificate limits as laid down in Chapter 3 of Annex 16 of the ICAO Convention and which are not "marginally compliant" with the limits laid down in said Chapter 3 as defined in the Aerodromes (Noise Restrictions) (Rules and Procedures) Regulations 2003. or such relevant guidelines as may be advised by the Airport Company from time to time.
- 2.1.5 Compliance with the Airport's published Noise Abatement Procedures as set out in the Airport Company's UK Aeronautical Information Publication (EGAC AD 2.21). These procedures may only be departed from to the extent necessary to avoid immediate danger or in compliance with Air Traffic Control instructions. Adherence to Noise Abatement Procedures will be continuously monitored by the Airport's track Monitoring System.

# 2.2 Notices and Jurisdictions

- 2.2.1 Where the Operator is resident outside of the United Kingdom, the Operator shall provide the Airport Company with the name and address of an agent resident in the United Kingdom authorised to accept service of documents, including legal process, on its behalf. A notification of an agent under this Condition shall be irrevocable unless replaced by another agent resident in the United Kingdom and notified to the Airport Company. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.
- 2.2.2 The Airport Company shall communicate with the Operator with respect to these Conditions in writing to the address in the United Kingdom provided under Condition 2.2.1, or to the registered office of an Operator who is resident in United Kingdom, by pre-paid first class post or registered mail or email. Any notice shall be deemed to have been served:
  - if delivered by hand, at the time and date of delivery;
  - if sent by first class post, 48 hours from the date of posting;
  - if sent by registered mail, such date as evidenced by postal receipt; or
  - if sent by email, if the email is sent on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was sent.
- 2.2.3 Nothing in these Conditions shall affect the Airport Company's right to serve process in any other manner permitted by law.

- 2.2.4 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in Northern Ireland and shall be governed by and subject to the law of Northern Ireland. The Airport Company and each Operator hereby submit to the exclusive jurisdiction of the courts of Northern Ireland to determine any disputes or claims arising out of or in connection with the content, the subject matter or formation of these Conditions (including non-contractual disputes or claims).
- 2.2.5 Nothing in these Conditions shall be taken to confer a right on an Operator to use the Airport without the consent of the Airport Company and the Airport Company reserves the right to withdraw such consent where the Operator has breached these Conditions.

# 2.3 Operational

# **Airport Systems**

2.3.1 Operators will use or make suitable arrangements for agents to use any common user systems installed at the Airport, including IT systems such as Airport Operational Systems, check-in desks, hold baggage search handling systems and aeronautical and meteorological information.

## **Ground Handling**

2.3.2 Operators will appoint an Airport licensed handling agent, or where the Operator is self-handling will agree to the standard ground handling licence conditions with the Airport Company for all ground handling activities as determined by the EU ground handling directive. This is a requirement for all flights including general aviation, cargo, military and helicopter movements. Any exception to this is at the discretion of the Chief Executive of the Airport Company.

# **Information provision to Ground Handlers**

2.3.3 The Operator will ensure that the Airport licenced handling agent populates all the relevant data in the Airport Operational Systems for Flight Information Displays, billing, and flight operation, including but not limited to aircraft registration, aircraft weight, passenger capacity, first bag time and last bag time, passenger numbers.

## **Passengers with Reduced Mobility**

2.3.4 The Operator or the Operator's appointed agent shall provide assistance in accordance with EU Regulation 1107/2006.

# **Ground Power**

- 2.3.4 The Airport's Fixed Electrical Ground Power (FEGP) supply shall be used by aircraft on stands 1-10 in preference to reliance on auxiliary power units where possible. Diesel ground power units shall only be used at the Airport in the following circumstances:-
  - An aircraft is parked where FEGP is not available.
  - An aircraft is parked in a non-standard position (into wind/no tow-bar) and the FEGP will not reach the connection point on the aircraft.
  - An aircraft type is not compatible with the FEGP system or has a temporary technical fault preventing the use of FEGP and the aircraft's Auxiliary Power Unit.

# **Engine Testing**

2.3.5 All engine ground runs shall be subject to the prior approval by the Airport between 22:30 hours and 06:00 hours.

# **Hours of Operation**

2.3.6 Airfield hours of operation stipulated by the Airport Company's Planning Agreement are set out in the UK Aeronautical Information Publication (EGAC AD 2.3).

#### 2.4 Slots

Prior to any commencement of a programme of commercial services, or the operation of any irregular service at the Airport, details should be notified to Airport Coordination Limited. Contact details are available at www.acl-uk.org. The airport is an IATA level 2 designated facility.

# 2.5 Payment

- 2.5.1 The Operator shall pay Airport Company the appropriate Airport Charges, as set out in the Schedule of Charges. The Operator shall also pay for any supplies, services or facilities provided to the Operator or to the Operator's aircraft at the airport by or on behalf of the Airport Company at the charges determined by the Airport Company from time to time. All charges referred to in this condition shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to the Airport Company on demand and in any event before the aircraft departs from the airport unless otherwise agreed by the Airport Company (which agreement may be withdrawn at any time at the discretion of the Airport Company) or unless otherwise provided in the terms for payment included in the invoice for such charges.
- 2.5.2 Payments shall be made without counterclaim, set-off or deductions of any kind.
- 2.5.3 All sums payable to the Airport Company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
- 2.5.4 All sums due which are not paid on the due date shall bear interest from day to day at the annual rate 3% over the current Barclays Bank plc daily rate, from the date when such sums were due until the date of payment (both dates inclusive).
- 2.5.5 The Operator shall not without the express written consent of the Airport Company be entitled in respect of any claim the Operator may have against the Airport Company or otherwise to make any set off against or deduction from the charges provided for in these Conditions. The Operator must pay such charges in full pending resolution of any such claim.
- 2.5.6 Where an Operator has not used the Airport in the previous 12 months (as calculated from the date that the Operator proposed to commence operations), the Chief Executive of the Airport Company may at his discretion, require a deposit to be lodged with the Airport Company before flights by that Operator commence. Any such deposit shall be paid to the Airport Company and shall be in such a sum as the Chief Executive of the Airport Company shall consider to be equivalent to the anticipated charges that the aircraft Operator shall incur (based on the anticipated number and type of flight planned) for 3 months of operations by that Operator. If the Operator ceases to operate flights from the Airport the Chief Executive of the Airport Company shall refund the deposit, subject to the right of the Airport Company (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above pensions.

- 2.5.7 If the Airport Company is not reasonably satisfied that an Operator has capacity to meet its on-going financial obligations under these Conditions or does not adhere to its payment terms, then the Airport Company 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 Airport Company's reasonable estimate of the changes the Operator is likely to incur over a 3 month period.
- 2.5.8 If an Operator fails to adhere to the payment terms on more than one occasion or an Operator's deposit and/or guarantee is exhausted then the Airport may require that Operator to pay its charges weekly in advance.
- 2.5.9 Under the Civil Aviation Act 1982, the Airport Company has the power to detain an aircraft where default is made in the payment of charges outlined in sections 9 and 10 thereof. 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.
- 2.5.10 Where any flight imposes an additional security or policing requirement over and above the services normally provided at the Airport, the Chief Executive of the Airport Company may require the Operator to pay a charge equivalent to the additional cost of security provision for that flight.
- 2.5.11 Any queries relating to invoices should be logged with the Finance Department at the Airport Company within 10 days of the invoice date. Contact numbers for the Airport Company are shown on the Airport Company's invoices and statements.

# 2.6 Data

Data requirements are as follows:

## Reference data

- 2.6.1 The Operator shall, or shall ensure that the Operator's appointed handling agent, furnish on demand, in such form as the Airport Company may from time to time determine:
  - fleet details including Maximum Total Weight Authorised, seating capacity, noise characteristics of each aircraft owned or operated by the Operator, registration and engine specifications.
  - Scheduled time of operation (in UTC) of all flights from point of origin to the Airports.
  - flight plan call signs.
  - new and amended ownership or registration details to be advised 36 hours prior to the date of first usage.

#### **Payload Data**

- 2.6.2 The Operator shall, or shall ensure that the Operator's appointed handling agent, furnish on demand, in such form as the Airport Company may from time to time determine:
  - Information relating to the movement of its aircraft or aircraft handled by the agent at the Airport Company within 24 hours of each of those movements. This will include the information about the total number of Terminal Passengers and Transit Passengers (including children and infants) and the total weight of cargo and mail (expressed in Kilograms) embarked and disembarked at the Airport,
  - details of the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator.
  - name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.

## **Operational data**

2.6.3 The Operator shall also provide or ensure that the Operator's handling agent provides to the Airport Company details of all aircraft Operators by the timely transmission of complete and accurate operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communications standards. A handling charge may be raised when data cannot be submitted electronically.

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 on and off stand.
- Stand departure delays greater than 15 minutes.
- Turnaround linked flight numbers and registrations (including changes).

The following data is also required:

- Baggage information messages (BIM's).
- Misconnected baggage information MSF world tracer report.

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	ADHOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
BSM	BAGGAGE SERVICE MESSAGE	IATA RP	1745
MSF	WORLD TRACER FAULT STATION LOG		
PAL	PAX ASSISTANCE LIST		
CAL	CHANGE ASSISTANCE LIST		

The Airport Company IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	011
Form of INTERLINE BAGGAGE TAG	IATA RES	740

SITA messages concerning movement and payload data can be sent to each airport using the following addresses:

Belfast City Airport Ltd: BHDAPXH.

## **Data verification**

- 2.6.4 Within 60 days of the Operator incurring a charge at the Airport Company, the Airport Company may request copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NOx emissions level. The Operator shall, following a request in writing made by the Airport Company, promptly supply it with the original copies of such documents.
- 2.6.5 Where the Operator, or the Operator's handling agent, fails to provide the information required in Condition 2.6.2 (payload data) within the period stipulated herein the Airport Company 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.
- 2.6.6 Queries regarding data delivery should be addressed to Belfast City Airport Limited Accounts Department.

# 3. Charges on Departure & Arrival

- 3.1 "Charges on Departure" are set out in the Schedule of Charges. The weight charge on departure will be assessed and payable on the basis of the maximum total weight. The combined weight charge plus passenger charge is subject to the payment of a minimum charge referred to in Condition 7.
- 3.2 The charges for parking an aircraft at the Airport are set out in the Schedule of Charges. These charges will be assessed and payable on the basis of the maximum total weight authorised and total time parked. For the purposes of these charges,

where parking follows immediately after a landing, parking charges will be charged from the time of landing to the time of take off less a discretionary allowance for taxiing where actual time on stand is not available. The Chief executive of the Airport Company may at any time order an Operator either to move a parked aircraft to another position or remove it from the Airport. Failure to comply with such an order within the time period specified in it will render the Operator liable to a special charge, equivalent to five times the standard parking charges set out in the Schedule of Charges for every hour or part of an hour during which the aircraft remains in position after the period in the order has expired.

# 4. Handling

As the Airport Company does NOT provide ground handling services, the terms and conditions of this handling service shall be separately agreed between the Operator and the provider of such services licensed by the Airport Company.

# 5. Insurance & Indemnity

- 5.1 The Operator shall maintain insurance against public liability and other 3<sup>rd</sup> party liability in connection with any injury (including death) loss or damage to any persons or property belonging to the Airport Company and any 3<sup>rd</sup> party and to provide reasonable details of such insurance and proof of payment of the premiums due in respect of same to the Airport Company on request.
- 5.2 The Operator shall fully indemnify, keep indemnified, defend and hold the Airport Company and its Officers, directors, employees, agents and representatives and their successors and assigns harmless from and against any and all claims arising from or in any manner related to:
  - 5.2.1 any injury, damage or loss to any person, damage or loss to any property, facility or equipment resulting directly or indirectly from the operation of the Operator; and
  - 5.2.2 the negligent acts or omissions of the Operator.
- 5.3 In any event and whether the Airport Company provides handling services or not, the Airport Company and the Operator agree to Article 8 of the Main Agreement of the IATA SGHA 2003.
  - 5.3.1. The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall reflect the insurance deductible limits set by the world aviation market which may vary from time to time, provide always that they shall not exceed the limits set in Article 8.5 of the Main Agreement of the IATA SGHA 2003.

# 6. Surcharges

# 6.1 Flights Outside Normal Hours

Aircraft delayed outside published hours of operation must request extended opening from the airport duty manager (up to 2359 local). Where flights are made outside these hours, by arrangement with the Airport Company, the Airport Company shall apply the charges set out in the Schedule of Charges.

## 7. Minimum Charge on Departure

At the Airport for all flights, the combined weight charge on departure plus passenger charge is subject to a £50 minimum charge.

# 8. Schedule of Charges

Description	Basis of Charge	Charge
Landing Fee	Maximum aircraft take-off weight	
	< 2 tonnes	£ 14.00 per half tonne or part thereof
	> 2 tonnes	£ 27.50 per tonne or part thereof
Aircraft Parking	Time Parked	
	< 2 hours	£ 0.00
	> 2 hours	£6.70 per tonne or part thereof per 24 hour period
Passenger Load Supplement:		
Domestic	Passenger Numbers	£ 14.00 per arriving passenger
International	Passenger Numbers	£ 19.30 per arriving passenger
Persons with Reduced Mobility (PRM)	Passenger Numbers	£ 0.27 per chargeable passenger
Security Levy	Passenger Numbers	£ 5.50 per arriving passenger
Airfield Extensions	Hours per movement	£610 per hour or part thereof per movement
Ground Power Unit	Time Used	£ 57.95 per hour or part thereof
Casual Freight	Kilo	£ 0.14 per kilo
Fuel infrastructure fee	Litre	£0.05 per litre
Handling	Maximum aircraft take-off weight	
	<2 tonne	£ 46.00
	>2 tonne - < 10 tonnes	£ 93.00
	10 - <15 tonnes	£ 112.40
	15 – <25 tonnes	£ 177.00
	25 - <40 tonnes	£ 261.40
	> 40 tonnes	£ 383.00

As Belfast City Airport Ltd no longer engages in a direct ground handling arrangement with airlines, all scheduled airlines should contact the ground handling company(s) licensed by the Airport Company for handling fees and charges. All Private Aviation enquiries should contact Eurojet Aviation Tel: 028 90 457777 Fax: 028 90 469776

# Notes:

- 1. All charges are subject to VAT at current rate 20%.
- 2. All charges are subject to a minimum charge of £50.00 (excluding cash payments).
- 3. Discounts may be made available to operators of scheduled services.

Applications for discounts should be made in the first instance to the Business Development Manager; email: newbusiness@belfastcityairport.com .

- 4. Applications for credit / account facilities must be made in writing to the Accounts Department.
- Where credit facilities have not been arranged or accepted by Belfast City Airport Limited, payment terms are cash or credit card before aircraft departure.
- 6. The PRM charge (Persons with Reduced Mobility) is set each year (1<sup>st</sup> August).
- 7. Fuel infrastructure fee includes into-plane element.