



## Schedule of Charges and Terms of Use

1 April 2019 - 31 March 2020

This document sets out Exeter and Devon Airport Limited Fees, Charges and Terms of Use ('The Terms') for the period 1 April 2019 to 31 March 2020. This document supersedes all previous issues.

The provision of the subject in section two of this document is strictly subject to the terms contained in the Terms of Use documented in the last section.

## Contents

### Section One - Airport Profile

1. Airport Facts
2. Benefits of Use
3. Technical Information
4. Key Contact Information

### Section Two - Fees & Charges

1. Passenger Fees
2. Security Fees
3. Runway Charges
4. Apron Parking
5. Airside Services
6. Out of Hours/Standby & Fire Category Upgrade
7. Corporate Aviation
8. Discounts, Promotions & Incentives
9. Other Facilities
10. Ancillary Charges
11. Liability

### Section Three - Terms & Conditions

1. Terms of Use
2. VAT
3. Glossary

## Section One - Airport Profile

### 1. Airport Facts

Exeter Airport is situated at the heart of the South West Peninsula, just off the M5 motorway, a few miles from Devon's capital city. Exeter currently serves over 50 destinations in more than 15 countries across the UK and Europe.

### 2. Benefits of Use

Exeter's location at the heart of the South West Peninsula is ideal for airlines and tour operators to capture some of the exclusive market of top demographics (around 85% in the top three bands) and second home owners. The population of the South West has grown faster than any other region in recent years, underpinned by interregional migration of wealth as empty nesters relocated from the South East to the South West. The region also represents a buoyant inbound market for both leisure and business. It boasts a large number of high profile companies, such as The Met Office, and forward thinking Chambers of Commerce in both Exeter and Plymouth.

From an operational viewpoint Exeter Airport is unique in that all aircraft handling functions are carried out by the airport company. Where many UK airports have outsourced handling, security, air traffic control and refuelling, Exeter has not and this allows the airport to stay very close to the business and costs. The airport is able to offer a simple, single point of contact and flexible operational procedures specific to meeting the demands of services. Effectively Exeter is a 'one stop shop'. This allows the airport management to multi-skill staff, allocating human resources where the operation requires it.

#### **Exeter Airport is uniquely positioned to offer:**

- A single deal for all airline requirements.
- Provision of all aviation related services internally and a flexible approach to meet customer needs.
- A dedicated service for off peak operations.
- Flexible off peak ground operational procedures and turnaround of 25 minutes, where required.

### 3. Technical Information

#### **General Information**

Airport Name:	Exeter and Devon Airport Limited
Location:	4 nm E by N of Exeter City
IATA Code:	EXT
ICAO Code:	EGTE
Fire Category:	6 (upgrades available on request)*
Max Aircraft Size:	Capable of handling twin engine wide body aircraft

#### **Location**

LAT:	504404N
LONG:	0032450W
Elevation:	100ft
Runway dimensions:	45m x 2,076m

\*Correct at time of publishing. Please contact operations to confirm fire category prior to flight.

## 4. Key Contact Information

Department	Telephone number	Email address
Main Switchboard	+44 (0) 1392 367 433	information@exeter-airport.co.uk
Airfield Operations	+44 (0) 1392 447 433	operations@exeter-airport.co.uk
Aviation Development	+44 (0) 1392 539 373	aviationdevelopment@rca.aero
Commercial	+44 (0) 1392 354 951	commercial@exeter-airport.co.uk
XLR Executive Jet Centre	+44 (0) 1392 354 995	xlr@exeter-airport.co.uk
Finance	+44 (0) 1392 539 369	finance@exeter-airport.co.uk
Flight Briefing	+44 (0) 1392 354 915	flightbriefing@exeter-airport.co.uk
Flight Training, Bookings & ATC	+44 (0) 1392 354 917	tower@exeter-airport.co.uk
Fuel Services	+44 (0) 1392 354 931	refuelling@exeter-airport.co.uk
Ground Handling	+44 (0) 1392 354 957	ext.dispatch@exeter-airport.co.uk
Pass Office	+44 (0) 1392 354 909	pass.office@exeter-airport.co.uk
Safeguarding	-	safeguarding@exeter-airport.co.uk
Scheduling & ATC Slots	+44 (0) 1392 354957 or +44 7875 717546	LONACXH@acl-uk.org EXT.dispatch@exeter-airport.co.uk

## Section Two - Fees & Charges

### 1. Passenger Fees

#### 1.1 Diverted Aircraft

Flights diverted into Exeter Airport will incur passenger charges on the greater of the arriving or departing passenger numbers.

#### 1.2 Transit Passengers

For those passengers who arrive and then have to be processed as Transit Passengers, the airline will be entitled to a 50% discount of the PLS charge. This is only applicable to International Inbound Passengers.

#### 1.3 Off Peak Rate

Exeter Airport may, after consultation, during the period publish a PLS pricing matrix which includes an off peak rate. Airlines or operators operating within this period will be charged the off peak rate unless the operator or airline ask the Airport to charge at the standard rate. In this case, the operator must apply every month calculating the difference between the peak and off peak rate and a refund may be paid to the operator.

The agreement between the airport and the operator must be documented and be part of the agreement between both parties. The arrangement between the tour operator and airport relating to off peak periods does not relieve the airline of paying the full PLS if this is what is charged.

#### 1.4 Airport Development Fee

An Airport Development Fee may be levied for all departing terminal passengers. For the FY2019/19 this fee is £0.00. Airlines and operators departing from Exeter Airport must notify passengers before the booking process is complete that an airport development fee exists, who is obliged to pay it and the value of the fee in a clear and transparent manner.

#### 1.5 Remote Stands

From time to time it may be necessary for aircraft to be parked on remote stands (stands where it is not possible for passengers to walk from the aircraft to the stand or vice versa). On these occasions additional resource will need to be used to transfer the passengers to the terminal building or to the aircraft. The airport will charge an additional £0.49 per passenger for all arriving and departing passengers using this facility.

The only exception to this charge is if Exeter Airport elect to park aircraft on a remote stand when there are stands empty closer to the terminal building where bussing costs would not be charged and where the aircraft could park, or where the stand is not waiting to be occupied by an aircraft belonging to the same airline or chartered by the same operator in the next 6 hours or overnight.

#### 1.6 XLR Executive Jet Centre

Any flight or operator requesting the assistance of Corporate Aviation for all or part of its operation will be subject to additional charges. Please refer to section 7 for further information.

## 1.7 Passenger Load Supplement Charges (PLS)

PLS is payable for each departing terminal passenger.

### Standard Charges

Domestic Passengers and International Passengers	Charge
1 April 2019 to 30 April 2019	£16.76
1 May 2019 to 31 October 2019	£17.31
1 November 2019 to 31 March 2020	£16.76

### Off Peak Charges

Domestic Passengers and International Passengers	Charge
1 April 2019 to 30 April 2019	N/A
1 May 2019 to 31 October 2019	N/A
1 November 2019 to 31 March 2020	N/A

## 1.8 Persons of Reduced Mobility Charges (PRM)

A PRM charge of £0.45 is payable for each departing passenger.

## 2. Security Fees

The security charge is payable for each departing passenger. Additionally, where assistance is requested by the aircraft commander/operator or airline, or if Exeter Airport security presence is requested or required a charge will be levied for arriving passengers.

From time to time the airport security regulator may increase the security threat level to such a degree that additional security is required to be present on a temporary or permanent basis. Such additional charges will be documented by Exeter Airport to the airline or operator and after consultation will be charged at the discretion of the Managing Director.

Exeter Airport may charge a proportion of airport policing costs levied by Devon and Cornwall Police Authority or any other Police Authority to the airline or tour operator if required as a result of changes to the Airport Security Plan and agreement of an Airport Policing Agreement. Such charges will be levied in accordance to the overall charge so that all airport airlines, operators, concessionaires and other organisations charges in total are equal to the charge levied to Exeter Airport by the relevant Police Authority.

### 2.1 Terminal Passengers

Service	Charge
Screening and Security Levy	£7.37 pdp

### 2.2 Aerodrome Operator Security Charge

The Aerodrome Operator Security Charges introduced by the Civil Aviation Authority (CAA) will be recharged to operators at cost at £0.054 per departing passenger.

### 2.3 Additional Security Charges

Airlines, Operators or regulators may request aircraft guarding or searching and these will be charged at a separate rate.

#### Aircraft Searching

Aircraft Capacity	Charge
Fewer than 20 seats	£181
20 to 99 seats	£302
100 to 199 seats	£425
200 seats and over	£484

#### Aircraft Guarding

£55 per person per hour or part thereof (incl. vehicle).

#### Security Incident Response/Security Escort

£55 per person per hour or part thereof.

## 3. Runway Charges

### 3.1 Landing Fees

The landing fee is chargeable to all aircraft (including missed approaches and touch and goes) and is assessed on the basis of the Maximum Take Off Weight in Tonnes (MTOW).

Operators will be charged at the aircraft standard MTOW unless the operator notifies the finance department in writing and provides a copy of the certificate. Refunds cannot be credited retrospectively.

MTOW Runway	Charge
Up to 5t	£13.45 per half tonne or part thereof
5t to 25t	£25.88 per tonne or part thereof
Over 25t to 120t	£24.82 per tonne or part thereof
Over 120t, the first 120t is charged	£24.82 per tonne or part thereof
above and then for every other tonne	£2.06

### 3.2 Block Landing Fees

For aircraft up to 3 tonnes MTOW block landings can be purchased in advance at a discounted rate by private general aviation operators, training schools and flying clubs. They may be used for ordinary departures and training movements. Allocation and movement recording is by individual aircraft registration. Missed approaches, not being movements under CAA definitions, cannot be charged as part of block landings.

It is the responsibility of the aircraft operator and not Exeter Airport to monitor block landing numbers. On expiry Exeter Airport will switch to charging the full rate and these cannot be offset against a renewal of block fees.

**All block runway charges expire on 31st March 2020 regardless of whether the block has been utilised.**

Block landing charges are renewed at the discretion of the airport.

Block Size	Discount
100 landings	70%
25 landings	40%

## 4. Apron Parking

The Aircraft Parking Charge is payable for each uninterrupted period of parking on the airport and is assessed on the basis of the Maximum Take Off Weight in tonnes (MTOW).

Each charge applies from touchdown to take off and will be charged whether or not the full use of the facility is made.

### 4.1 Apron

First 45 minutes is FOC.

MTOW	Charge per 24 hours or part thereof
All weights	£97.05 + £1.32 per tonne or part thereof

### 4.2 North Apron, South Apron, South D, North D and Hanger 52 East Apron.

First 60 minutes is FOC.

MTOW	Charge per 24 hours or part thereof
Up to 3t	£13.30 + £1.04 per tonne or part thereof
Over 3t up to 4t	£37.70 + £1.04 per tonne or part thereof
Over 4t up to 5t	£61.90 + £1.04 per tonne or part thereof
Over 5t up to 10t	£83.10 + £1.04 per tonne or part thereof
Over 10t	£97.50 + £1.04 per tonne or part thereof

### 4.3 Grassed Areas

First 60 minutes is FOC.

MTOW	Charge per 24 hours or part thereof
All weights	£10.60 + £1.04 per tonne or part thereof

Aircraft opting for grass parking that are unable to park in areas as 4.1 and 4.2 due to weather conditions or closure of grassed areas will be charged as 4.3. Operators are requested to inform the finance department if they have been parked in an area which result in additional charges.

## 4.4 Block Parking Fees Discounts (up to 3t)

MTOW	1 month	2 months	6 months	12 months
Up to 1t	65%	70%	75%	80%
1t to 1.5t	60%	65%	70%	75%
Over 1.5t to 2t	55%	60%	65%	70%
Over 2t to 2.5t	50%	55%	60%	65%
Over 2.5t to 3t	45%	50%	55%	60%

## 5. Airside Services

All fixed wing aircraft with a MTOW of 2 tonnes or higher and rotary aircraft with a MTOW of 1 ton or higher are subject to mandatory handling, subject to the following conditions whereby it is the Commanders' responsibility to present to the Control Authorities any non-EC national as well as any other person required to be presented in accordance with current UK regulations as appropriate;

- (a) Exeter based operators;
- (b) Aircraft that are arriving for maintenance with an Exeter based facility.

All general aviation aircraft that fall outside of the mandatory handling criteria are requested to contact Flight Briefing in advance of arrival.

Refer to sections 5.1 and 7.1 for charges.

### 5.1 Handling Service

Full passenger, ramp and baggage service is charged per aircraft seating capacity on commercial airline operations (scheduled and charter flights) where passengers utilise the airport facilities. All other aircraft movements over 2T MTOW are handled by XLR; please refer to section 7.1 for mandatory handling charge.

Aircraft capacity	Charge per seat
Fewer than 20 seats	£6.53
21 - 50 seats	£6.22
51 - 70 seats	£6.01
71 - 100 seats	£5.42
101 - 120 seats	£4.47
121 - 170 seats	£3.88
171 - 200 seats	£3.61
201 seats and over	£3.19

## 5.2 Aircraft Cleaning

Aircraft cleaning is available upon request and the below charges reflect a full cleaning service. Other levels of cleaning are available; please contact Scheduling to discuss your requirements.

Aircraft capacity	Charge
Fewer than 20 seats	£55
21 - 50 seats	£95
51 - 70 seats	£103
71 - 100 seats	£117
101 - 120 seats	£136
121 - 170 seats	£170
171 - 200 seats	£183
201 - 300 seats	£220
301 seats and over	£262

- Rubbish recovery only will be charged at 50% of the full cleaning rate.
- Dressing will be charged at 50% of the full cleaning rate.
- Deep cleans will be charged at 150% of the full cleaning rate.
- Cancellations without prior notification will be charged 75% of the rate.
- Non EU waste disposal service will be charged at £141.00 per flight.

### Extras

Headrest covers	£0.37	Single seat cleans	£17.92
Pillow covers	£0.37	Removal of sharps	£23.92
Blankets	£0.37		

## 5.3 Toilet and Water Service

Toilet and water services will be charged by the seating capacity of the aircraft, upon request. There is an additional charge of £0.25 per litre for the provision of potable water.

Aircraft capacity	Charge
Fewer than 20 seats	£31
21 - 50 seats	£33
51 - 70 seats	£39
71 - 100 seats	£43
101 - 120 seats	£56
121 - 170 seats	£67
171 - 200 seats	£81
201 - 300 seats	£92
301 seats and over	£136

## 5.4 Ground Power Unit (GPU)

Request and use of a GPU will be charged at £88 for the first hour and thereafter at £40 per 30 mins or part thereof.

## 5.5 Air Start Unit (ASU)

Request and use of an ASU will be charged at £172 per event or aircraft. A no service required (NSR) charge may be levied where an ASU is requested and provided but ultimately not required by the customer. The NSR charge will be £55 per event.

## 5.6 Aircraft Push Backs

Aircraft push backs will be payable for all departing aircraft and are assessed on the basis of the Maximum Take Off Weight authorised in tonnes (t).

MTOW	Charge
Less than 20t	£33
21 - 43t	£55
44 - 72t	£65
73 - 144t	£89
145t and over	£110

## 5.7 Equipment Hire

Aircraft steps for non-operational aircraft (one charge)	£49
Apron Sweeping (FOD Boss) (PH or Part thereof)	£77
Apron Sweeping (mechanical) (PH or Part thereof)	£112
Provision of ground steps/ramp to aircraft with unserviceable airstairs	£51
Aviramp when requested by a carrier for non PRM use will be charged at £51 per event.	

## 5.8 Fuel

The Fuel Services department supply both AVTUR and AVGAS fuels during published opening hours. Operators will charge at the standard “no handling” rate for fuel requirements out of hours. Please see section 6. Posted airfield prices are available on request at the fuelling department.

The aircraft commander is responsible for ensuring they have the funds available through an accepted method of payment before fuelling commences. Please see section 10.18. Exeter Airport reserve the right to hold the aircraft until payment is made.

### No service required charge

A NSR (no service required) charge will be levied where fuel is requested and bowser attendance follows but no uplift results. NSR per incident £55

### AVGAS Key costs

If you require use of self-serve AVGAS pumps, please contact refuelling

AVGAS Fuel Key Charge - £11.30

Replacement Key Charge - £8.40

## 5.9 De-icing

For current rates please contact the finance department.

## 5.10 Freight Charges

Cost on application to Ground Handling (contact details found in section 1 - Key Contact Information).

Minimum charge will apply.

## 5.11 Ballast Loading and Unloading

Rate of £11.35 will be charged per event. An event is defined as one arrival or departure where ballast is removed or loaded.

EDAL does not provide a stock of ballast. All ballast is to be provided by the airline concerned.

Ballast at Exeter shall as a minimum conform to IATA AHM standards. Damaged or inappropriate ballast will be removed from the airfield and charges levied to the operator.

Note, gravel pebbles and sand ballast is not accepted for use at Exeter Airport.

## 5.12 Catering (see section 8 for XLR handled Aircraft)

### Alpha LSG

Administration Building  
Bristol International Airport  
Bristol  
BS48 3DY  
Phone: +44 (0) 1275 473 806  
Fax: +44 (0) 1275 473 807

### NEWREST Servair in Exeter

The Orb  
Exeter Airport  
Exeter  
Devon  
EX5 2HL  
TEL: +44 (0) 7 469 250 408

### Mount Charles

Exeter Airport  
Exeter Devon  
Tel: +44 (0) 1392 446 476

## 6. Out of Hours/Standby & Fire Category Upgrade

To book an extension, please contact Airfield Operations or submit flight details via ACL. If a booked extension does not result in an air traffic movement, standby charges will apply as per section 6. Please note:

- All times are local.
- Refuelling can only take place with appropriate fire cover.
- Medical/Ambulance/Organ donation/compassionate flights may attract a discount when booked through XLR (see section 8).
- Extension fees are due for each aircraft movement operating outside published opening hours

Pilots should refer to the current Airport AIP entry for Exeter published opening and closing times.

### 6.1 Out of Hours Charges Per Hour from Published Closing to 00.00

Out of Hours charges are calculated per hour or part thereof from Published Closing to the time of the movement up to 00.00.

ICAO Aircraft Fire Cat	Charge
Less than 4	£322
4 - 5	£370
6 - 7	£440
8 - 9	£538

## 6.2 Out of Hours Charges Per Hour from 00.01 to Published Opening

Out of Hours charges are calculated per hour or part thereof from the time of the movement to Published Opening.

ICAO Aircraft Fire Cat	Charge
Less than 4	£415
4 - 5	£484
6 - 7	£632
8 - 9	£758

## 6.3 Standby Charges

Standby Charges are applicable if a booked extension does not result in an air traffic movement. Standby Charges are the Out of Hours Charges as per sections 6.1 and 6.2, plus a 50% surcharge.

## 6.4 Fire Category Upgrade

Where an operator requests an increase to the promulgated aerodrome fire category to the maximum available, within the published opening hours the following rates apply:

Increase above published	Up to 4 hours charge	Per hour and part thereof after 4 hours charge
+ 1 category	£607	£124
+2 categories	£846	£124
+3 categories	£1,027	£323

## 7. XLR Executive Jet Centre

### 7.1 Executive Handling

All fixed wing aircraft with a MTOW of 2 tonnes or higher and rotary aircraft with a MTOW of 1 ton or higher are subject to mandatory handling, subject to the following conditions whereby it is the Commanders' responsibility to present to the Control Authorities any non-EC national as well as any other person required to be presented in accordance with current UK regulations as appropriate;

- (a) Exeter based operators;
- (b) Aircraft that are arriving for maintenance with an Exeter based facility.

All aircraft that fall outside of the mandatory handling criteria are requested to contact Flight Briefing in advance of arrival.

Executive handling includes; aircraft marshalling; transportation of crew and passengers between the aircraft and the Jet Centre/Main Terminal building; assistance with the clearance of passengers and crew with the relevant authorities (UKBA and Special Branch); operational assistance with flight planning; supply of weather information for onward destinations; and access to Jet Centre providing free beverages, refreshments and Wi-Fi. Limited Hangarage is available but please contact XLR Executive Jet Centre in advance for prices & availability (see page 4 for contact details).

MTOW	Fixed Wing Charge
Up to 2t	£45
Over 2t to 2.5t	£61
Over 2.5t to 3.5t	£105
Over 3.5t to 5t	£162
Over 5t to 9t	£265
Over 9t to 15t	£335
Over 15t to 21t	£445
Over 21t to 30t	£495
Over 30t to 45t	£730
Over 45t to 60t	£950
Over 60t to 75t	£1,095
Over 75t	£1,870

*continued*

## 7.1 Corporate Handling cont.

MTOW	Helicopter Charge
Up to 1t	£20
Over 1t to 2t	£40
Over 2t to 3t	£95
Over 3t to 4t	£150
Over 4t to 5t	£175
Over 5t MTOW	Fixed Wing Charges Apply

## 7.2 Additional Charges

XLR endeavours to accommodate all service requests and a price list for frequently requested services is provided below. Prices for additional services are quoted upon request. Please note advance notification of some services may be required.

Service	Charge
Washing Up (passenger/crew dishes & cutlery)	£60
Refrigeration of Catering	£55 per 24 hours or part thereof
Chauffeur Driven Transport (third party)	10% of service cost
Non EU Catering Waste Disposal	£20 per sack
Ramp Transfer	£35 per vehicle (UK VIP flights exempt)
Slot Request PPR Cancellation Charge (failure to notify)	£35
Aircraft Cleaning	£55 per 30 minutes or part thereof
Coffee	£9.00 per litre
Decaffeinated Coffee	£11.00 per litre
Hot Water	£7.00 per litre
Ice	£14.00 per 2kg
Dry Ice (subject to requirement)	£105 min fee (24 hours' notice required)
Catering for Outbound Flight (third party)	10% of service cost
Laundry Service	£55 per bag
Ironing Service	£5.00 per item; £45 bedroom linen

## 7.3 Firearms Charge

XLR will liaise with Border Force to arrange the clearance process for arriving firearms. Operators are required to contact XLR in advance. The fixed charge for this service is £100 per aircraft. While this process may be coordinated by XLR, Exeter Airport cannot guarantee acceptance into the country by Border Force.

## 7.4 FBO Extension

In the event that a handling agent is required to attend the Jet Centre ahead of the published airfield opening times to accompany crew or passengers, an FBO Extension fee of £100 per hour or part thereof will apply. Medical or organ transport flights exempted.

## 7.5 Public Holiday Surcharge

XLR operates daily except for the 25 December. Aircraft wishing to operate on a UK Public Holiday will be subject to a £105 surcharge.

## 7.6 Luggage

At times luggage and personal effects are retained in the Jet Centre either due to the aircraft hold size restrictions or for onward transportation. All personal effects left unaccompanied in the Jet Centre will be security screened. XLR will dispose of any items left for more than 7 days without prior consent.

£45 per bag/item per 12 hours or part thereof.

## 7.7 Hotel Accommodation

Exeter Airport has secured corporate rates for our passengers and crew at leading 4 star hotels in Exeter, when booking through XLR. These hotels include the Mercure Southgate and Hotel Du Vin.

Competitive rates can also be provided for a range of rooms at the luxury Eden Hotel Collection including Bovey Castle, The Mount Somerset and Buckland Tout Saints Hotel. Onward transportation to hotel accommodation can be arranged by request.

## 7.8 Charter

XLR work with some of the leading aircraft charter brokers within the UK. Should you wish to look at chartering a private aircraft or helicopter please make a phone call to one of our friendly staff who can put you in contact with the correct company to help you achieve your dream holiday or perfect business trip.

## 7.9 Special Events

Due to extra time and resources spent managing special events, XLR may from time to time reserve the right to charge a surcharge for such occasions.

## 8. Discounts, Promotions and Incentives

### 8.1 Discounts for Training Flights

Please contact Air Traffic Control to book training flights. Landing fee discounts for training flights are available; please contact Corporate Aviation for further details.

### 8.2 Promotions

Exeter Airport welcomes the general aviation community. From time to time, special offers will be available and typically include discounted landing fees, aircraft parking and fuel. Please contact Flight Briefing to obtain further details.

### 8.3 Incentives

Exeter Airport welcomes airlines wishing to develop their services and may offer discounts or rebates to the published charges in order to encourage increased capacity. Please contact the Aviation Development Department for further details.

## 9 Other Facilities

### 9.1 Engine Test Running Area

The Engine Test Running Area is available for aircraft use. Use of the area must be agreed with the Air Traffic Control unless a local agreement exists.

The area cannot be used between 22.30 and 06.30 daily unless the aircraft to be tested is required for commercial operations between 06.30 and 08.30 on the following day or day of testing. Any such testing outside these hours must be authorised by the Airfield Operations unless a local agreement exists.

Aircraft MTOW	Charge per hour or part thereof
Less than 5t	£27.00
5 - 14t	£48.40
15 - 29t	£96.90
30 - 49t	£145.10
Over 50t	£175.30

### 9.2 Compass Swing

Aircraft MTOW	Charge per hour or part thereof
Less than 5t	£78.80
5 - 14t	£127.10
15 - 29t	£175.30
30 - 49t	£223.80
Over 50t	£290.20

## 10 Ancillary charges

### 10.1 Disbursements

Any disbursements made by the airport on behalf of a carrier will be reimbursed by the carrier at cost plus an administration charge of 20% and subject to a minimum charge of £30.

### 10.2 Collections

Income collected by the airport on behalf of a carrier will be remitted after deduction of an administration charge of 20%.

### 10.3 Labour

If a third party requests labour for a task not included in any commercial charging the cost will be £53.50 per person per hour inside published hours and £85.00 per person per hour outside of published hours.

### 10.4 Fire Response

If a third party requires the attendance of the airport Rescue and Fire Fighting Service for non-emergencies a charge will apply. For each incident the charge payable will be £435

### 10.5 Filming and Photography

Filming within the airport site is not permitted unless authorised in writing by a director of the company. If permission is granted, landside and airside filming must be accompanied by the airport Communications Manager and a charge of £95 per hour or part thereof will be applicable. Please contact the Commercial Department for further information.

### 10.6 Aircraft Towing

Per single event tow between agreed points on the Airfield £81.50

### 10.7 Escorting

Charge per hour or part thereof for one member of staff is £55

For out of hours this will be £87

### 10.8 Airside Crew Transport

Per event between agreed points on the airfield £36

### 10.9 Forklift & Driver

Charge per hour or part thereof £76.00

## 10.10 Contamination of Airfield

Where there is a spillage involving hazardous substances, which require the company to take prompt action to control, contain, remove, clean up or otherwise dispose of such substances a minimum response charge of £368 applies.

This charge includes; up to 1 bag of absorbent material, 1 boom and 2 absorbent pads and up to 1 hour of labour for 1 person. Should additional material/equipment and/or labour be required, the following charges apply:

Sweeper Truck / Equipment	Refer to section 10.12 (mechanical)
Absorbent Material	£20.50 per Bag
Absorbent Boom	£30.50 per Boom
Disposal of Waste	£35.00 per Bag
Absorbent Pads	£2.40 per Pad
Labour	Refer to section 10.4 per Person

Other incurred charges such as those for external contractors, environmental fines and compliance charges may also be recharged where applicable.

A fee will be levied for the removal and disposal of foreign object debris (FOD), including unsuitable or inappropriate ballast, £88 per event.

## 10.11 Safeguarding Pre-Applications

Exeter Airport welcomes pre-planning application discussions on wind farm, photovoltaic / solar array and any other developments or issues that might have an impact on aerodrome safety / operations. Examples of such items are not exhaustive but could include lighting, creation of potential bird hazards, cranes / tall equipment and other construction issues within the vicinity of or the safeguarded areas for the aerodrome.

The charge for this service does not apply to small individual domestic wind turbines with a hub height of less than 15 metres or domestic roof mounted Photovoltaic panels.

All the advice given is provided in good faith based on the information offered by the developers.

Advice is given without prejudice to the statutory function of Exeter Airport in relation to the submission of a planning application.

Safeguarding assessment for up to 2 wind turbines	£235
Safeguarding assessment for up to 4 wind turbines	£440
Safeguarding assessment for more than 4 wind turbines	£955
Safeguarding assessment of photovoltaic / solar array	£235
Safeguarding assessment of any other development / site	£235
Pre planning advice for new developments within 13km radius of Exeter Airport	£440
Safeguarding meetings	£440

## 10.12 Safeguarding of Temporary Obstacles

Any tall equipment that is to be operated within 6km of the airfield, above with a height above 10m local ground level or that of surrounding structures if higher, must be pre notified and approved by the Aerodrome Authority. Submissions must be made 14 days in advance of the date of intended operation to Airfield Operations. Requests received with less than 14 days' notice cannot be guaranteed and may be subject to a £71.00 administration fee.

If any tall equipment is required to operate in an area or at a height that has the potential to interfere with Instrument Flight Procedures (IFP) for aircraft operating into or out of Exeter Airport then IFP analysis will be required to be undertaken to ascertain if the equipment has any impact on any published IFP. This can be arranged by Exeter Airport with the IFP designers, the following charges will apply,

Simple application	£115 first hour's work
Complex application requiring additional work	£115 each additional hour

## 10.13 Training Costs

Training Charges apply to each attendee and include provision of course material and certificates. Full course content available upon request. Catering and refreshments also available upon request, subject to additional charges.

Training	Charge
Apron Safety Training - New	£61
Apron Safety Training - Refresher	£50
Apron Driver Training (A & A+) - New	£50
Apron Driver Training (A & A+) - Refresher	£50
Fire Awareness Training	£123
General Security Awareness Training	£61
Man Area & RT Driver Training (AM) - New	£49
Man Area & RT Driver Training (AM) - Refresher	£43
Northside Driver Training (AN) - New	£38
Northside Driver Training (AN) - Refresher	£38
Runway, Man Area & RT Driver Training (AMR) - New	£61
Runway, Man Area & RT Driver Training (AMR) - Refresher	£61
Non-attendance/late cancellation fee (less than 24 hours notice)	£55

## 10.14 Airside Operator Licence & Passes

Licence and security pass charges are subject to VAT

Pass Type	Charge
Full Security Pass *	£81.33
Replacement Security Pass (lost/damaged/stolen)	£40.67
Northside Access Gate Pass (& Replacement Pass)	£81.40
Northside Access Gate Vehicle Pass ( replacement / additional)	£10.83
1 to 5 Day Temporary Escorted Visitor Pass	£4.38
6 to 60 Day Temporary Security Pass	£40.29
Airside Operators Licence Annual Fee	£340.15
Vehicle Pass (& Replacement Pass)	£72.29
Replacement Drivers Pass (lost/damaged/stolen)	£12.76

\* 50% discount available to applicants holding a current and valid full security pass at a UK airport permitting a Base Transfer.

## 10.15 Conference Room

Exeter Airport has conference rooms available to hire. For further information please contact the Finance Department.

## 10.16 Minimum Charge

Invoices issued in respect of charges will be subject to a minimum charge of £43

## 10.17 Accepted Payment Methods

All charges must be paid in full before departure unless a prearranged credit agreement exists. The following payment methods are accepted:

American Express, JCB, Maestro, Mastercard, Multi Service Aviation, Visa, Switch, Air BP, AEG Fuels, Universal Aviation (UVAir), Visa Electron, World Fuel Services (AVCard) and Cash (GBP).

## 11. Liability

All services provided by Exeter and Devon Airport Limited, its employees, servants or agents are provided subject to the Terms and Conditions of Use of Exeter Airport a copy of which follows.

## Section Three - 1. Terms of Use

Exeter Airport ("the Airport") is operated under the control of Exeter and Devon Airport Limited ("the Company").

The use of Exeter Airport facilities is subject to:

- (a) Local flying restrictions and procedures as published from time to time in UK Air Pilot and NOTAMS
- (b) Any orders, instructions or direction given by or on behalf of the Company whether in writing or otherwise
- (c) The Airport's Bye-Laws
- (d) Any order, instructions or directions given by or on behalf of relevant Government Departments

### 1. Definitions

- 1.1 If any words are not defined in these Terms of Use they shall, unless the context requires otherwise, have such meanings as are attributed to them in the current edition of the International Air Transport Association Airport Handling Manual or the Airport Bye Laws.
- 1.2 "Aircraft" includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
- 1.3 "Airport Manager" means the person for the time being employed by the Company to be in charge of the Airport and includes any other person for the time being in charge of the Airport.
- 1.4 The "Company" which term shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Exeter Airport whose Registered Office is at Exeter Airport, Exeter, Devon, EX5 2BD or any successor or assignee of the Company for the time being.
- 1.5 "User" means a commercial operator or private user of an Aircraft at the Airport.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to other genders.
- 1.7 Paragraph headings shall not affect the interpretation of these Terms of Use and references to paragraphs are to paragraphs in these Terms of Use.
- 1.8 Words in the singular shall include the plural and vice versa.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being made under it.
- 1.10 A reference to writing or written includes faxes but not e-mail.

### 2. Local flying restrictions

- 2.1 All Users of the Airport shall comply with the local flying restrictions, rules and remarks published from time to time in any Aeronautical Information Publication including without limitation.

### 3. Compliance with instructions, orders and directions

- 3.1 All Users of the Airport shall comply with:
- 3.1.1 All written instructions, orders or directions published from time to time by the Airport Manager without limitation.
  - 3.1.2 All oral instructions, orders or directions given by the Airport Manager; and
  - 3.1.3 The Airport Bye Laws in force from time to time, a copy of which is available on request.
- 3.2 Aviation fuel may only be supplied when the Company is satisfied that there is adequate fire cover available at the Airport.
- No person shall without the written approval of the Company, store or supply fuel or lubricants for Aircraft using the Airport.
- No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company.
- 3.3 The Company requires:
- a) The User to take out and 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 User in a sum which shall in respect of any one event but shall in each case be at such levels as the Company in its absolute discretion deems to be reasonable by virtue of the type and size of Aircraft used or operated by the User at the Airport, using as a reference the levels set out in the EC Regulation EC 785/2004 Furthermore, the User will ensure that such passenger, baggage, cargo and third-party liability insurance will be without any 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.
  - b) That the User 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 Aerodrome Manual or any other such policy, amendments, variation etc. whatsoever as from time to time laid down by the Company in its absolute discretion. The User shall at all times ensure that vehicles are fully and properly insured for third party risks for not less than £30 million.
  - c) That the User shall on demand produce to the Company sufficient documentary proof of such insurance policies. Further, the User shall at all times fully indemnify and keep indemnified the Company against any breach of this paragraph 3.3 without prejudice to any other rights the Company shall have under these Terms and Conditions of Use whether or not such rights are enforced by the Company.
  - d) The User to have a basic Aircraft maintenance contract in place for each Aircraft at the Airport prior to its commencement of operations.
  - e) The User to have in place adequate emergency orders and Aircraft recovery arrangements, copies of which must be lodged with the Company prior to its commencement of operations.
  - f) The User to produce on demand to the Company evidence of compliance with all prevailing health and safety legislation

- 3.4 When an Aircraft is involved in an incident which prevents use of any part of the Airport, the User will, within one hour subject to AAIB permission, commence 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. If the User or its nominated agent should fail to remove or rescue a disabled Aircraft or neglect to do so within one hour subject to AAIB permission or as determined at the Company's discretion, the Company reserves the right for the Company to remove, rescue or salvage the Aircraft under the authority of the Company. The User shall be responsible for and indemnify the Company against all damage, claims, costs, demands, acts or omissions howsoever arising while the Company or any aircraft recovery agent remove/rescue or salvage the Aircraft and undertakes to be responsible for all costs, damages or losses (whether direct, indirect or consequential to include loss of revenue, loss or profit or loss of use) arising from the recovery of an Aircraft.

## 4. Airport charges

- 4.1 All Users of the Airport shall pay the tariff as published on the Company Website (unless otherwise agreed before the charges are incurred). If any services, facilities or supplies are provided to a User of the Airport which are not referred to in the Tariff, the amount to be charged shall be the amount determined by the Company in its absolute discretion (unless otherwise agreed before the charges are incurred).
- 4.2 Any periodical fees set out in the Company's Tariff shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport unless some arrangement has been agreed in writing or otherwise by the Company. Operators who have not previously entered into credit arrangements with the Company and who wish to be offered credit facilities must make an application in writing to the Company Financial Controller in advance of operations.
- 4.3 All fees and charges or other indebtedness due to the Company on any account whatsoever shall (unless otherwise agreed by the Company in writing and subject to paragraph 10.2 of these Terms and Conditions of Use) be payable on demand by the Company and in any event before the Aircraft in relation to which the fees and charges or other indebtedness were incurred departs from the Airport. Any credit facilities granted by the Company may be immediately withdrawn by the Company on the occurrence of any event as detailed in paragraph 10.
- 4.4 Notwithstanding any purported allocation by the User, the Company shall be entitled in its absolute discretion to allocate any monies received from or on behalf of a User against any indebtedness owed by the User to the Company.
- 4.5 The Company may, without prejudice to any rights it may have, set off any liability of the User to the Company against any liability of the Company to the User.
- 4.6 If the User fails to make any payment on the due date, the Company shall be entitled to charge interest until payment in full is made (both before and after judgement) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank PLC accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the User shall pay the interest immediately on demand.
- 4.7 The Company reserves the right to withhold the supply of fuel to a User if there are any monies owed to the Company by the User on any account whether or not payment in cash or otherwise is offered for the fuel.
- 4.8 A surcharge may be applied to Aircraft operating on Christmas Day or New Year's Day at the discretion of the Company.
- 4.9 Time for payment shall be of the essence for these Terms of Use.
- 4.10 Operator discounts, promotions and incentives must be claimed by the Operator within six months of the end of the relevant season to which the discount, promotion or incentive pertains.

## 5. Lien

- 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 an Aircraft (which expression shall include any of its parts and accessories stored at the Airport) shall be at the Airport, the Company shall have a contractual lien, both general and particular, ("the Lien") upon the Aircraft for any fees and charges or any other indebtedness due to the Company on any account whatsoever which shall become due and payable to the Company either:
- 5.1.1 In respect of the Aircraft in relation to which the Tariff or other indebtedness were incurred, whether or not these were incurred by the person who is the User at the time when the Lien is exercised; or
- 5.1.2 In respect of any other Aircraft of which the person in default of payment is the User at the time when the Lien is exercised.
- 5.2 The Lien shall not be lost by reason of the Aircraft leaving the Airport but shall continue and shall be exercisable when the Aircraft returns to the Airport so long as any part of such fees, charges or indebtedness remains unpaid.
- 5.3 The Lien shall be in addition to and without prejudice to any right of detention or any other remedy or power which the Company may have whether under the Civil Aviation Act 1982 or any other provision.
- 5.4 If payment of any Tariff in respect of which a Lien has been exercised by the Company is not made to the Company within 56 days after notice has been sent to the registered owner of the Aircraft, the Company 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 in order to satisfy all or part of the Lien.
- 5.5 If an event as set out in paragraphs 10.1.1 to 10.1.11 occurs then non-payment of any charges which have been incurred as at that date shall be deemed to be in default of payment for the purposes of section 88 of the Civil Aviation Act 1982.

## 6. Exclusion and Limitation of Company's liability

- 6.1 Nothing in these Terms of Use shall exclude, restrict or limit the Company's liability for fraud, death or personal injury caused by its negligence or the negligence of its employees or agents.
- 6.2 Neither the Company, nor its employees, servants or agents, shall be liable for:
- 6.2.1 (a) any costs, claims, damage or loss whatsoever to any Aircraft, its parts or accessories, or any property contained in the Aircraft at any time, including while the Aircraft is on the Airport or in the course of landing or taking off at the Airport or arising out of the performance of any ground handling services provided by the Company, or being removed or dealt with elsewhere; or
- (b) any other loss, damage or injury to any person or otherwise howsoever caused, resulting directly or indirectly from any act, omission, negligence or other default on the part of the Company or its employees, servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute. Furthermore neither the Company nor their respective employees, servants or agents shall be liable to the Operator for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.

## 7. User's responsibility

Each User shall be responsible for:

- 7.1 It's Aircraft and other property while at the Airport;
- 7.2 Taking all steps necessary so as adequately to secure its Aircraft and other property while at the Airport and for restricting unauthorised access to, or unauthorised use of, such Aircraft and property;
- 7.3 The operation by the User, its agents and employees of its Aircraft and other property at the Airport and shall keep the Company indemnified against all costs, claims, damage, loss or injury due to, or arising out of the User's breach of any of such responsibilities.
- 7.4 No person shall without the written approval of the Company store or supply fuel or lubricants for aircraft using the airport.
- 7.5 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company.

## 8. Provision of information

- 8.1 The User shall furnish the Company in the Company's prescribed format with any information regarding the movements of its Aircraft at the Airport within 24 hours of each such movement including, but not limited to, any information regarding the timing of each such movement, the number of terminal and transit passengers and the volume of cargo and mail embarked or disembarked at the Airport.
- 8.2 The User shall also furnish the Company on demand with details of the maximum total weight authorised in respect of each Aircraft operated by it and shall inform the Company of any changes to this information immediately they occur at the Airport.
- 8.3 Where the User fails to provide any information required by this paragraph 8, the Company shall be entitled to assess the charges payable hereunder by the User by reference to the maximum total weight and the maximum passenger capacity of the Aircraft. The User shall pay the re-calculated charges as assessed by the Company.

## 9. Force majeure

- 9.1 The Company shall not be liable to a User or be deemed to be in breach of contract by reason of any delay in performing or providing, or any failure to perform or provide, any services, facilities or supplies if the delay or failure is due to any cause beyond the Company's reasonable control.
- 9.2 The following shall be regarded without limitation as causes beyond the Company's reasonable control;
  - 9.2.1 Act of God, adverse weather conditions, flood, storm, tempest, explosion, fire or accident;
  - 9.2.2 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, whether of the United Kingdom or abroad;
  - 9.2.3 Air traffic control delays or restrictions;
  - 9.2.4 Import or export regulations or embargoes;
  - 9.2.5 Strikes, lock-outs or other industrial actions or trade dispute (whether involving the Company's employees or those of a third party);
  - 9.2.6 Difficulties in obtaining labour, transport, fuel, parts or machinery;
  - 9.2.7 Breakdown in machinery or equipment;
  - 9.2.8 Failure or obstruction of runway or taxiway;
  - 9.2.9 Interruption or failure of any utility service including but not limited to electricity, gas or water.

## 10. Termination and insolvency

- 10.1 This paragraph applies if:
- 10.1.1 The User suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 10.1.2 The User commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - 10.1.3 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the User (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 10.1.4 The User (being an individual) is the subject of a bankruptcy petition or order;
  - 10.1.5 A creditor or encumbrance of the User attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 10.1.6 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the User (being a company);
  - 10.1.7 A floating charge holder over the assets of the User (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 10.1.8 A person becomes entitled to appoint a receiver over the assets of the User or a receiver is appointed over the assets of the User;
  - 10.1.9 Any event occurs or proceeding is taken with respect to the User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.1 to 10.1.8
  - 10.1.10 The User ceases or suspends, or threatens to suspend or cease, to carry on all or part of its business;
  - 10.1.11 A User fails to pay an amount due on the due date;
  - 10.1.12 A User ceases or threatens to cease using the Airport; or
  - 10.1.13 A User commits a material breach of these Terms of Use and fails to remedy that breach (if the breach is remediable) within 21 days of being notified in writing of the breach.
- 10.2 If this paragraph applies then, without prejudice to any other right or remedy available to it:
- 10.2.1 The Company shall be entitled to withhold all services, facilities or supplies from the User without being under any liability to the User; and
  - 10.2.2 All fees, charges and other indebtedness in respect of services, facilities or supplies already provided to the User shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary; and
  - 10.2.3 The User shall return all Company materials (including aviation fuel) which the User has not fully paid for. If the User fails to do so, then the Company may enter the User's premises at the Airport and take possession of them. Until the materials have been returned, the User shall be solely responsible for their safekeeping.

## 11. Services to be provided

11.1 Unless otherwise agreed by the Company in writing, the following services at the Airport will be available to Users on request and shall be provided exclusively by the Company or its agents;

11.1.1 Passenger handling;

11.1.2 Marshalling of Aircraft;

11.1.3 Baggage handling;

11.1.4 Cargo handling;

11.1.5 Aircraft internal cleaning (on ramp);

11.1.6 General apron services;

11.1.7 Supply of aviation fuel;

11.1.8 General aviation and executive handling;

11.1.9 Security.

## 12. No right to set off

12.1 All fees and charges payable by a User shall be paid in full, without counterclaim, with holding or other deduction on any account whatsoever.

## 13. Choice of law

13.1 These Terms and Conditions of Use shall be governed by and construed according to English law and the Company and the Operator shall submit to the exclusive jurisdiction of the English courts as regards any claim or dispute arising from their interpretation or exercise.

## 14. Invalidity

14.1 If any provision of these Terms of Use is held by any competent authority to be invalid or unenforceable in whole or part then the validity of the other provisions of these Terms of Use shall not be affected thereby.

## 15. Waiver

- 15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms Of Use or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 15.2 No single or partial exercise of any right or remedy provided under these Terms of Use shall preclude or restrict the further exercise of any such right or remedy.
- 15.3 A waiver of any right or remedy provided under these Terms of Use or by law shall only be effective if it is in writing and signed by the Airport Manager and shall apply only to the User and for the specific circumstances for which it is given. It shall not prevent the Company subsequently relying on the right or remedy in other circumstances.

## 16. Indemnity

- 16.1 The Company, its employees, servants and agents shall be kept indemnified by the Operator against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of the Company) of any description due to or arising out of the use by the Operator of the Airport, the presence of the Operator's Aircraft or other property on the Airport or on areas or premises occupied or controlled by the Company or anything done, permitted or omitted by the Operator or any of its employees, servants or agents in or upon the Airport, save to the extent that such costs, claims, injury, damage or loss are caused by the Company or their employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.

## 17. Variation

- 17.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the Terms of Use set out herein.
- 17.2 No variation of these Terms of Use shall be valid unless agreed in writing with the Airport Manager.

## 18. Notices

- 18.1 A notice or other communication given to a party under or in connection with these Terms of Use:
  - 18.1.1 Shall be in writing in English (or accompanied by a properly prepared translation into English);
  - 18.1.2 Shall be signed by or on behalf of the party giving it;
  - 18.1.3 Shall be sent to:
    - 18.1.3.1 In the case of a User of the Airport, to the last known address of the User,
    - 18.1.3.2 In the case of a User (being a company), to the company's registered office;
  - 18.1.4 Shall be:
    - 18.1.4.1 Delivered personally; or
    - 18.1.4.2 Sent by commercial courier; or
    - 18.1.4.3 Sent by fax; or
    - 18.1.4.4 Sent by pre-paid first-class post or recorded delivery; or
    - 18.1.4.5 Sent by airmail requiring signature on delivery.
- 18.2 If a notice or other communication has been properly sent or delivered in accordance with this paragraph, it will be deemed to have been received as follows:
  - 18.2.1 If sent by fax, at the time of transmission; or
  - 18.2.2 If sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting;  
Or
  - 18.2.3 If sent by airmail, 5 days from the date of posting.
- 18.3 For the purposes of this paragraph:
  - 18.3.1 All times are to be read as local time in the place of deemed receipt; and
  - 18.3.2 Deemed receipt under this paragraph is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.
- 18.4 To prove delivery, it is sufficient to prove that:
  - 18.4.1 If sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
  - 18.4.2 If sent by pre-paid first class post, the envelope containing the notice or other communication was properly addressed and posted.
- 18.5 The provisions of this paragraph 18 shall not apply to the service of any process in any legal action or proceedings.
- 18.6 A notice or other communication required to be given under or in connection with these Terms of Use shall not be validly served if sent by e-mail.

## 19. Rights of third parties

19.1 A person who is not a party to these Terms of Use shall not have any rights under or in connection with them.

## 20. Assignment

20.1 The User shall not without the prior written consent of the Company, assign, transfer charge, mortgage, subcontract or deal in any other matter with all or any of its rights or obligations under these Terms of Use.

20.2 The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

## Section Three - 2. Glossary

**Aircraft** Includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.

**Aircraft Parking Charges** means the charge referred to in The Fees and Charges.

**Airline** includes Operator, alliance/ codeshare partner, franchisee and a subsidiary carrier or operator.

**Airport** means Exeter and Devon Airport Limited.

**Ambulance Flight** means any flights transporting a patient or human organ or organs.

**Apron Services** means the charges referred to in The Fees and Charges.

**Standard Landing Fees** means the charges referred to in section 1 of this document as amended or notified from time to time.

**Claim** includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.

**Company** means Exeter & Devon Airport Limited which shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Exeter & Devon Airport whose Registered Office is at Exeter Airport, Exeter, Devon, EX5 2BD or any successor or assignee of the Company for the time being.

**Corporate Aviation** means national and international commercial aircraft movements that are not classified as general aviation, military, scheduled commercial or cargo and / or not handled through the terminal building.

**Disabled Persons and Persons of Reduced Mobility Charge** means those referred to in point 1 of section 2 of this document.

**Diverted Aircraft** means an Aircraft diverted from its intended Airport destination to Exeter Airport.

**Final Destination Airport** means the final destination on any route from Exeter airport ( non-stop service or multi sector service) that is reached without changing aircraft and/or flight number.

**FOC** means Free of Charge.

**Force Majeure** means the definition referred to in point 9 of the terms and conditions of use in this document.

**General Aviation** means all flights other than military, cargo, scheduled airline (both private and commercial).

**Handling Agent** means any person, firm or company appointed by an Operator to perform any or all of the ground handling functions or an Operator who self handles.

**Loss** loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.

**Maximum Take off Weight Authorised** means the maximum weight of the Aircraft and its contents at which the aircraft may take off in the UK 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 the certificate indicates a MTOW at which the Aircraft may taxi, that weight shall be taken to be the MTOW Authorised. Operators will be charged at the certified MTOW unless the Airport finance department is notified in writing prior to the movement of the reduced MTOW aircraft. Refunds cannot be issued retrospectively.

**Operator** means the person, firm, or company for the time being having the management of an Aircraft.

**Out of Hours Surcharges** means charges referred to in point 6 of this document where an aircraft chooses to land or take off, fuel, manoeuvre or require handling outside the published opening hours of the Airport.

**Passenger** means Terminal Passengers, Transfer passenger or Transit Passengers.

**Passenger Aircraft** means an aircraft on which passengers are carried.

**QC Rating** means the Quota Count Rating. This is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take off using noise certification data.

**Remote Stand** means an aircraft parking stand that has been designated as remote.

**Route** means any route from the Airport to the final Destination Airport.

**Scheduled Service** means services operated according to a published timetable, including those supplementary to them and open to use by members of the public.

**Service** means any Route operated to or from the Airport.

**Terminal Passenger** means a passenger joining or leaving an aircraft at the Airport. Terminal Passengers include Transfer and Transit Passengers.

**Terms** means the Terms and Conditions contained in Section 3.

**Transfer Passenger** means a passenger identified by the Handling Agent who arrives at the airport by one aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another aircraft and is treated as a Terminal Passenger.

**Transit Passenger** means a passenger who arrives in and departs from the Airport on the same Aircraft.

**User** means a commercial operator or private user of an aircraft at the Airport.



**Exeter**Airport

Part of **Regional & City Airports**