

Cotswold Airport (EGBP/GBA) Standard Terms, Conditions and Fees 2023

1. Interpretation

- 1.1 **Airport:** the area comprising of Cotswold Airport, Kemble, Gloucestershire, operated and controlled by the company.
- 1.2 **Company:** Kemble Air Services Ltd and shall include any associated, subsidiary or holding company.
- 1.3 **Operator:** the person or organisation entitled to the management or possession of an aircraft including, but not limited to, the owner, user, agent, pilot, captain, and shall mean the person (s) or organisation using, attempting to make use of, or having used, the facilities or services offered by the Company at the Airport or elsewhere.
- 1.4 **Conditions:** these Standard Terms and Conditions deemed to be incorporated in every agreement entered into by the Company and Operator. The Conditions shall be construed in all respects according to English Law. No amendment or addition to these Conditions shall be binding on the Company unless agreed in writing by a director of the Company.

2. Charges and Payment

- 2.1 The Operator shall pay to the Company the appropriate charges as determined by the Company (at its sole discretion) for landing, parking or housing of aircraft or such other supplies or services that may be provided to the Operator by or on behalf of the Company.
- 2.2 All charges shall accrue from day to day and (unless credit facilities have been granted to the Operator) shall be due and payable to the Company prior to the associated aircraft departing the Airport.
- 2.3 For based operators, monthly parking charges, are payable on the 1st of each calendar month, irrespective of the date of arrival or departure. No refunds will be issued for aircraft departing for short term maintenance (less than 1 calendar month).
- 2.4 All charges are subject, where applicable, to the addition (at the applicable rate) of VAT. Payments of all charges are to be processed in GBP without any deduction.
- 2.5 Failure of an aircraft to arrive within a pre-booked RNP Approach slot will incur penalty fees due to operational impact. This is charged at a flat rate of 4x the instrument approach fee + vat. An RNP approach slot can be cancelled with no fee up to 2hrs prior to scheduled arrival time.
- 2.6 The Company shall be entitled to offset against any money of the Operator, its holding Company, subsidiary, or fellow subsidiary held by the Company against any payment liability of the Operator to the Company under these Conditions.

- 2.7 Interest will accrue on any charges that are not paid when due on a daily basis at an amount of 8.5% above the Bank of England Base Rate existing at the time, from the date due for payment (7 days after invoicing) until the outstanding charges to which it relates are paid in full (whether before or after judgement).
- 2.8 An Operator ceasing to be the Operator of an aircraft with associated charges incurred as a result of the use of the Airport, shall remain liable for payment of all said charges until such time as some other person or entity becomes the Operator of the aircraft and settles all charges relating thereto.
- 2.9 For the avoidance of doubt Section 88(1) of the Civil Aviation Act 1982, entitling the Company to detain the aircraft for non-payment of charges applies to these Conditions. Section 88(1), is extracted from the Civil Aviation Act and is shown below:

"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."*

3. Credit Facilities and Accounts

- 3.1 Applications for the granting of credit facilities must be made in advance of an aircraft arriving at the Airport to the Company, of which the decision to grant such facilities is at the Company's absolute discretion. If a credit facility has not been granted, all charges will be treated as a cash basis and must be settled before the aircraft's departure.
- 3.2 Should they apply, the standard terms of payment for a credit facility require cleared funds to be with the Company within 7 days of the invoice date thereof.
- 3.3 Should payment of any charges not be made within the credit period, or the volume of charges exceeds the anticipated level of credit required, the Company may request a deposit payment on account.
- 3.4 The Company reserves the right to withdraw credit facilities with immediate effect if the Operator makes a default in any of its obligations to the Company. Alternatively, credit may also be withdrawn if the Operator is deemed to be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986), or in the Company's reasonable opinion, the Company considers that the financial condition of the Operator is such that the Operator is unable to meet its payment obligations to the Company.
- 3.5 The Operator agrees and acknowledges that the Company shall be entitled to exercise the rights of detention set out in clause 2.9 in order recover any outstanding charges incurred as a result of using the services provided by the Airport.
- 3.6 Unless on account, all fuel uplifts must be settled immediately. A further right to detain an aircraft may be given to specific individuals by CAA authorisation, issued under the Air Navigation Order, the Airport authority reserves the right to prevent any aircraft from

departing Cotswold Airport, should any outstanding fees remain unpaid.

4. Aircraft Detention/Lien

- 4.1 Under Section 88 of the Civil Aviation Act 1982, the Airport Company has the right to place a lien on any aircraft for non-payment of airport charges, until such time as the charges due in respect of it or incurred by its operator in respect of another aircraft, are discharged. So long as any aircraft, its parts and accessories, shall be located at the Airport (or upon any land under control of the Company), the Company shall have a contractual lien both particular and general upon the aircraft and its parts and accessories, for all charges, which are due and payable to the Company in respect of that aircraft, or any other aircraft of which the Operator is the Operator at the time when the lien is exercised. The lien shall not be lost by reason of the aircraft departing from land in the control of the Company but shall continue to be exercisable at any time when the aircraft, or any other aircraft of the Operator, has returned to any such land so long as any of the said charges, whether incurred before or after such departure, remain unpaid.
- 4.2 If payment of any such charges are not made to the Company within 56 days after a demand for payment has been sent to the registered owner of the Aircraft, at any place which it carries on business, the Company shall be at liberty to sell (whether to itself or a third party, at such price as the Company deems reasonable, the Company will seek a third party valuation where the Company is itself the purchaser), remove, destroy or otherwise dispose of the aircraft, and any of its parts and accessories, in order to satisfy any such lien.
- 4.3 The company shall be entitled to recover from the Operator all costs and expenses incurred in relation to the Company exercising the lien including, but not limited to, fees incurred in respect of any aircraft or property storage during the period of exercise of the lien.
- 4.4 A further right to detain aircraft may be given to specific individuals by CAA authorisation, issued under the Air Navigation Order made pursuant to Section 60 of the Civil Aviation Act 1982. This legislation relates to navigational and safety issues, as well as possible detention. At Cotswold Airport, CAA authorisation is issued to named individuals, as specified with the Cotswold Airport Aerodrome Manual.

5. Liability and Indemnity

- 5.1 Nothing in these Conditions excludes or restricts any legal liability of the Company for fraud, death or personal injury resulting from the negligence of the Company, or to the extent, the same may not be excluded or limited as a matter of law.
- 5.2 The Company shall in no circumstances be liable to the Operator for any physical or financial damage or loss, or any other damage or loss to property or persons of any kind whatsoever (including but without limitation, the aircraft, its parts and accessories, or any property contained on the aircraft) whether direct, indirect or consequential, caused by breach of contract or statutory duty on the part of the Company, its servants or agents.
- 5.3 For avoidance of doubt, the Company will not be liable for any losses, either direct or consequential, incurred by any Operator due to the non-availability of the use of the airport, however caused. The Company will however make all reasonable efforts to ensure that the

Airport is available during published hours, as defined in the UKAIP.

- 5.4 The Operator shall indemnify and hold harmless on demand the Company from and against any and all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liabilities it or they may incur as a result of any breach by the Operator including but not limited to the Operator's employees, contractors, agents, customers of these conditions.
- 5.5 The Operator shall take responsibility to fulfil their obligations to pay the Air Passenger Duty (APD) levied in the UK either directly with UK Customs and Revenue (HMRC), or through their appointed flight-planning organisation, or another UK financial/administrative representative. The Company shall in no circumstances take any responsibility or accountability whatsoever for the collection of APD on behalf of Airport users.
- 5.6 Operators signing an Out of Hours indemnity form (AF119 Form) will indemnify and hold harmless on demand the Company from and against any and all losses incurred by the operator flying outside the airport's published operational hours; Although the airport will remain CAP168 compliant, the conditions of the aerodrome license, specifically the provision of Rescue and Fire Fighting Services (RFFS) and an Air Traffic Service (ATS) will not be provided outside published hours, unless an extension is authorised by the Airport Manager and charged accordingly.

6. Insurance

- 6.1 The Company requires the Operator to take out and maintain a policy with a reputable insurance company, at all times, passenger and third party liability insurance in respect of any aircraft used or operated at the Airport by the Operator.
- 6.2 In accordance with EC Regulation No. 785/2004, insurance cover amounts must not be less than that described in Article 7 of this EC Regulation. In respect of any one event but shall in each case be at such levels as the Company at its complete discretion deems to be reasonable by the virtue, size and type of the aircraft used or operated by the Operator at the Airport and the Operator from time to time on demand produce evidence of such insurance to the Company. The Operator must be able to demonstrate that all aircraft not meeting the above insurance requirements comply with EU directive EC785 that was adopted by the CAA on 29.04.05. Furthermore, the Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause without prejudice to any other rights the Company shall have under these Conditions whether or not such rights are enforced by the Company.
- 6.3 The Operator must ensure that any vehicle which the Operator may use on an area of the Airport designated as "airside", shall at all times be fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to the Company on demand. The Company's decision as to the adequacy of such insurance cover shall be binding on the Operator.

7. Movement Contracts

- 7.1 Movement contracts are available for all based aircraft/operators, at the discretion of the Airport Manager. This is a contract between the Operator and the Company for provision of

aircraft movements at a reduced fee and runs continuously until the movements have been used; it is not time limited.

- 7.2 For accounting purposes, a movement is defined as an arrival, a circuit, and a departure, as recorded by the Visual Control Room, recorded radar / transponder data and radio recording. The associated fees for movement contract accounts for this by spreading the reduced landing and circuit fees across the 3 recordable movement types.
- 7.3 The movement contract is specific to a weight band (using MTOW). Operators with multiple aircraft may apply to the Company for a contract which covers all of their aircraft, within the weight band.
- 7.4 Movements in excess of the movement contract will be charged at the full rate, unless notified in advance and agreed with the Company.
- 7.5 Based aircraft without a movement contract will be charged at the visiting aircraft rate. Non-resident aircraft may apply for a movement contract, at the Airport Manager's discretion.
- 7.6 The Company reserve the right to cancel any movement contract at any time without a refund, should the Operator not comply with these Terms and Conditions, the Airside Operating Policy, and the OOH indemnity form.
- 7.7 Movement Contract refunds will not be available for the period an aircraft is in maintenance. Requests to the transfer the contract to a new or alternative aircraft should be made in writing to the Airport Manager.

8. Provision of Operational Services and Fees

- 8.1 As conditional with any CAA Ordinary License, the Airport is licensed for the use only by the license holder and by persons specifically authorised. The Prior Permission Required (PPR) process is the mechanism used by the license holder (The Company) to allow visitors to use the airport.
- 8.2 Applications to base at the airport, either as an individual owned aircraft or as a commercial training organisation, FBO or maintenance organisation, once granted, will enable those Operators to be granted use of the Airport within published operating hours.
- 8.3 Aircraft movements outside of the Airport's published operating hours will not be supported by any of the provisions annotated in the UKAIP. Agreement to these Terms and Conditions, accepts that outside published operating hours, the airport is entirely indemnified and held harmless on demand the Company from and against any and all losses incurred by the operator flying outside the airport's published operational hours.
- 8.4 The AF119 Indemnity Form specifies conditions of use when operating outside the published hours. For the purposes of this clause, published hours will also include any pre-agreed and authorised extension to the airports operating hours.
- 8.5 The Company will provide and maintain a safe and CAA compliant airport available for use

by those authorised.

- 8.6 Extensions to the Airport's operating hours to enable business or commercial movements can be provided. Early extensions are between 0600 and 0900hrs and late extensions between 1700 and 2100hrs, all times local. Applications must be made at least 24hrs prior.
- 8.7 Visiting aircraft under 2750Kg may be handled by agreement at the discretion of the Airport Manager.
- 8.8 Cotswold Airport has no provision or facilitation of hire car arrangements; arrangement of onwards transportation and connections is entirely the responsibility of the Operator. Arrangement can be made with the Ops Desk, for hire cars and private transfer vehicles to be parked in the Tower Car Park.

9. Customs and Excise

- 9.1 The Airport is not an HMRC Customs and Excise Airport, therefore all invoices, including those for overseas visitors, will have UK VAT added at the appropriate rate. It is the Operators responsibility to submit claims direct to HMRC for any VAT refunds.
- 9.2 The Airport does maintain an HMRC Certificate of Agreement (COA). Overseas arrivals to Cotswold Airport must submit a General Aviation Report (GAR), this can be filed online and copied direct to Cotswold Airport.
- 9.3 The notice periods may change from time to time and it is the Operators responsibility to ensure they seek the up to date notification periods.

10. Fuel Accounts

- 10.1 The Airport has a fuel provision agreement with World Fuel Services (the Supplier). Fuel orders can be placed directly with the Supplier's online FBO, for World Fuel card holders/customers. In this instance, fuel will only be dispensed once a fuel release document has been received by the Company from the Supplier.
- 10.2 Similar to movement contracts, a fuel agreement may be available for all based aircraft / operators, at the discretion of the Airport Manager. This is a contract between the Operator and the Company for provision of fuel at a reduced fee, based on, and conditional to, an agreed minimum monthly uplift.

11. General

- 11.1 The use of the Airport is subject to the following conditions:
- 11.2 Acceptance of these Terms and Conditions is agreed as part of a based operators agreement to operate from Cotswold Airport and agrees compliance to all local flying

regulations and restrictions.

- 11.3 Acceptance of these Terms and Conditions is agreed as compliance with Airport Byelaws, Airport Manager/Director instructions, orders or directions published from time to time by the Company, the Civil Aviation Authority, or the Department for Transport.
- 11.4 No amendment or addition to these Conditions shall be binding on the Company unless agreed in writing by the aerodrome manager.
- 11.5 These Conditions shall prevail to the exclusion of any other terms that the Operator seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 11.6 If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Standard Terms and Conditions shall not be affected.
- 11.7 These Terms and Conditions (and any non-contractual obligations arising out of or in connection with the same) shall be governed by and shall be construed in accordance with the laws of England and Wales.
- 11.8 The parties irrevocably agree, for the sole benefit of the Company that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Standard Terms and Conditions or their subject matter or formation (including non- contractual disputes or claims). Nothing in this clause shall limit the right of the Company to take proceedings in any one or more jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 11.9 All operators agree that they shall be binding to all who have an interest in the aircraft

Annexes:

- A. Standard Scheme of Fees and Charges.

Landing, Circuit and Approach Fees			
MTOW	Landing Fee	Circuit Fees	RNP Approach
Up to 750 kg	£12.00	£6.00	n/a
751 - 1650 kg	£16.00	£9.00	n/a
1651 - 2750 kg	£22.00	£12.00	n/a
2751+ kg	£20 per tonne + vat	25% Landing fee + vat	£30.00

Aircraft Handling		
Up to 2750 kg	£40.00 + vat	This is a minimum handling charge
Over 2750 kg	75% of the Landing Fee + vat	

Based Aircraft Movement Contract Fees							
	50	100	250	500	1000	2000	3000
Up to 750 kg	£230.95	£437.59	£1033.19	£1944.81	£3646.53	£6806.84	£9480.96
751 - 1650 kg	£288.69	£546.99	£1291.38	£2431.02	£4558.16	£8508.55	£11851.20
1651 - 2750 kg	£433.02	£820.47	£1937.22	£3646.53	£6837.23	£12762.82	n/a

Overnight Visitor Parking Rates	
Aircraft Up to 2750 kg	£15.00 per night
Aircraft over 2750 kg	£15 per tonne + vat

Out Of Hours Extension Rates			
Local Time	RFFS CAT 2	RFFS CAT 1	Remarks
0600-0630	£1,400.00	£1,120.00	*All Prices are Ex vat.
0630-0700	£1,100.00	£880.00	
0700-0730	£925.00	£740.00	
0730-0800	£750.00	£600.00	
0800-0830	£575.00	£460.00	
0830-0900	£400.00	£320.00	
1700-1730	£400.00	£320.00	
1730-1800	£575.00	£460.00	
1800-1830	£750.00	£600.00	
1830-1900	£925.00	£740.00	
1900-1930	£1,100.00	£880.00	
1930-2000	£1,400.00	£1,120.00	
2030-2100	£1,600.00	£1,280.00	

Additional Services		
Coffee	£25.00 + vat	Per pot / Caddy
Ice	£10.00 + vat	per bucket or 2kg bag
Newspapers/Print	£25.00 + vat	For up to 5 Papers
Catering	£30.00 + vat	Prices Start from £30 per person

Miscellaneous Services		
UAV/Drone Flying	£250 per hr + vat	
Additional Man Hours	£100.00 per hr + vat	