

# **Aberdeen Airport Conditions of Use**

**Including airport charges**

From 1<sup>st</sup> January 2012

Issued on: 17 November 2011

**Aberdeen Airport Limited**

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The registered office is:

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DYCE  
ABERDEEN  
SCOTLAND  
AB21 7DU

Company No. SC096622

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# Preface

(This is not part of the Conditions of Use)

1. These Conditions of Use apply to Aberdeen Airport and replace those issued on 24 December 2010.
2. Conditions of Use and Airport Charges for Aberdeen Airport are contained in this booklet. The main revisions, effective 1 January 2012, to note related to:
  - a. liability;
  - b. data;
  - c. baggage; and
  - d. passenger welfare.
3. Details of the Conditions of Use and Airport Charges at Heathrow, Stansted Edinburgh, Glasgow and Southampton are available on the BAA internet site at [www.baa.com/cou](http://www.baa.com/cou)
4. These charges exclude handling or apron services which are provided by independent handling agents.
5. The Unfair Contract Terms Act 1977 affects terms of notices which exclude or restrict liability for negligence. Aberdeen Airport Limited draw the attention of potential users of Aberdeen Airport to condition 2.2 of the Conditions of Use which excludes liability in certain circumstances.
6. Section 88(1) of the Civil Aviation Act 1982 entitles airport companies to detain aircraft for the non-payment of airport charges. Section 88(1) provides as follows:

“Where default is made in the 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.”
7. For any queries regarding invoicing please contact the BAA Business Support Centre (see condition 2.5.12). Any other queries should be addressed in the first instance to the relevant airport general office number.
8. Navigation services at Aberdeen Airport are provided by NATS Limited (NATS).The charging mechanism for Air Navigation Services is by weight of aircraft, per metric tonne (MT) payable on arrival and follows the same methodology that has hitherto been used by NATS.

# Aberdeen Airport Limited – Conditions of Use

These Conditions are effective from 1 January 2012.

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# Conditions of Use

## 1. Interpretation

### 1.1 Definition of Terms

1.1 “Aerodrome Manual” means the Airport’s manual, required under the Civil Aviation Act 1982 and the Air Navigation Order 2005 (as amended) and the Airport Company’s Aerodrome Licence, about operating aircraft and facilities at the Airport, as amended from time to time.

1.2 “Affiliates” means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

1.3 “Airport” means Aberdeen Airport, Aberdeen Airport, Dyce, AB21 7DU.

1.4 “Airport Charges” include parking, weight, passenger and other charges as outlined in Schedule 10.

For the purpose of Airport Charges “International Departing Passenger” means any passenger who boards an international flight. The decision of the Managing Director of the Airport Company as to this classification shall be absolute.

1.5 “Airport Company” means Aberdeen Airport Limited whose Registered Office is at St Andrews Drive, Glasgow Airport, Paisley, PA3 2SW and whose Company Number is SC096622.

1.6 “Air Navigation Services Charges” are charges collected separately to Airport Charges reflecting a transparent pass-through of the costs associated with provision of the services provided by NATS Limited as outlined in Schedule 11.

1.7 “Airport Security Programme” means the Airport Company’s programme, required under the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009), that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport, as amended from time to time.

1.8 “Air Transport Movement” means a flight carried out for hire and reward. This comprises all scheduled flights operated according to a published timetable where carriage is offered to the public whether loaded or empty, and all flights where the capacity is contracted to another person but not empty positioning flights.

1.9 “Business and General Aviation” means any air traffic not falling into any of the following categories:

- (a) any traffic engaged on the Queen’s flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad;
- (b) non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10; or
- (c) Regular Public Transport Operations.

1.10 “Embarking Passengers” means all Passengers on board a departing aircraft.

- 1.11 “Facilities and Services” means the aircraft movement, passenger processing and other general facilities and services provided by the Airport Company to Operators except to the extent that those facilities and services are provided to the Operator under a separate contract, lease, licence or other authority from the Airport Company.
- 1.12 “Flight” has the same meaning as in the Air Navigation (No.2) Order, 2002, as amended.
- 1.13 “Flight Classification” means classification within the following categories:
- 1.13.1 “Domestic Flight” means a flight for the carriage of passengers or cargo between airports where both landing and take-off are within the United Kingdom, Channel Islands or the Isle of Man (but excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas.
- 1.13.2 “International Flight” means all flights other than domestic flights.
- 1.14 “Freight” means any cargo or mail carried on an aircraft operating an air transport flight, with the exception of freight in transit.
- 1.15 “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.
- 1.16 “Legislation” means all Acts of Parliament, regulations, rules, orders, byelaws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or aircraft using it.
- 1.17 “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.
- 1.18 “Operator” in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.19 “Passenger” means any person, including infants, carried on an aircraft with the exception of the flight and cabin crew operating the aircraft flight.
- 1.20 “Regular Public Transport Operations” or “RPT” means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.
- 1.21 “Regulation” means EC regulation 261/2004.
- 1.22 “Terminal Departing Passenger” means any passenger aboard an aircraft at the time of take-off, other than a “Transit Passenger”.
- 1.23 “Time of Landing” means the time recorded by National Air Traffic Services at the Airport as the time of touch down of an aircraft, and the “Time of Take-off” means the time recorded by National Air Traffic Services as the time when the aircraft becomes airborne.
- 1.24 “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.
- 1.25 References to ‘Managing Director’ shall include a nominated deputy.

- 1.26 References to a "Certificate of Airworthiness" shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.

## **2. Conditions**

An Operator using the Airport agrees to be bound by 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 by the US Federal Aviation Administration.

#### **Baggage**

- 2.1.4 The Operator agrees, subject to requirements under Legislation, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to the Operator's aircraft.

### **2.2 Liability**

- 2.2.1 For the purposes of this condition, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.
- 2.2.2 Subject to Condition 2.2.3, to the extent permitted by law neither the Airport Company nor its employees, servants, agents, sub-contractors or Affiliates shall have any liability to any Operator or be obliged to indemnify any Operator in respect of any:
- i. indirect loss;
  - ii. consequential loss;
  - iii. loss of profits;
  - iv. loss of revenue;
  - v. loss of goodwill;
  - vi. loss of opportunity;
  - vii. loss of business;
  - viii. increased costs or expenses;
  - ix. wasted expenditure;
  - x. any other injury, loss, damage, claim, cost or expense,

caused (or to the extent caused) by any act, omission, neglect or default of the Airport Company or its employees, servants, agents, sub-contractors or Affiliates even if such loss was reasonably foreseeable or the Airport Company had been advised of the possibility of the Operator incurring the loss.

- 2.2.3 Nothing in this Condition 2.2 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of the Airport Company, its employees, servants, agents, sub-contractors or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from the Airport Company's act or omission done either with intent

to cause damage or recklessly and with knowledge that damage would probably result.

- 2.2.4 The Operator agrees to hold current and adequate insurance at all times when the Operator uses the Airport Company's Facilities and Services at the Airport to cover any and all liability excluded or limited under this Condition 2.2.
- 2.2.5 Without prejudice to the generality of condition 2.2.4, the Operator agrees to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at the Airport by the Operator at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as amended, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.
- 2.2.6 Each part (including a sub condition or part thereof) of this Condition 2.2 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

### **2.3 Notices and Jurisdiction**

- 2.3.1 Where the Operator is resident outside of the United Kingdom, it 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.
- 2.3.2 The Airport Company shall communicate with the Operator with respect these Conditions in writing and sent to the address in the United Kingdom provided under Condition 2.3.1, 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:
- 2.3.2.1 if delivered by hand, at the time and date of delivery;
  - 2.3.2.2 if sent by first class post, 48 hours from the date of posting;
  - 2.3.2.3 if sent by registered mail, such date as evidenced by postal receipt; or
  - 2.3.2.4 if sent by e-mail, if the e-mail is sent on a business day before 4.30p.m., on that day; or in any other case, on the next business day after the day on which it was sent.
- 2.3.3 Nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.
- 2.3.4 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and Wales and shall in all respects be construed and interpreted in accordance with the law of England and Wales and the Airport Company and the Operator hereby submit to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).
- 2.3.5 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.

## 2.4 Operational

### Slots

- 2.4.1 Prior to the commencement of a programme of commercial services, or the operation of any irregular service at Edinburgh Airport, details should be notified to Airport Co-ordination (ACL). Contact details are as follows:

Airport Co-ordinator (ACL),  
Capital Place,  
120 Bath Road,  
Hayes, Middlesex,  
UB3 5AN

Tel: 0208 564 0614  
Fax: 0208 564 0690  
+SITA:LONACXH  
E-mail: [LONACXH@acl-uk.org](mailto:LONACXH@acl-uk.org)

### Airport Systems

- 2.4.2 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, and hold baggage search and handling systems. Charges for such systems are included in the Sundry Charges publication.

### Ground Handling

- 2.4.3 Operators will appoint an Airport licensed handling agent, or where the Operator is self handling will agree to the standard ground handling licence conditions of Aberdeen Airport 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 Airport Managing Director.

### Policing

- 2.4.4 Where any flight imposes an additional policing or security requirement over and above the services normally provided by the Airport, the Managing Director of the Airport Company may require the Operator to pay a charge equivalent to the additional identified cost of security provision for that flight.

## 2.5 Payment

- 2.5.1 The Operator shall pay the appropriate charges for landing, taking-off, parking of an aircraft, as set out in condition 11 Schedule of Charges. The Operator shall also pay for Air Navigation Services Charges incurred as outlined in Condition 12 – Schedule of Air Navigation Services Charges. The Operator shall also pay for any supplies, services or facilities provided to him or to the aircraft at the Airport by or on behalf of the Airport Company at the charges determined by the Airport Company.
- 2.5.2 If the Operator fails to comply with the Regulation and due to that default the Airport Company provides assistance to the Operator's Passengers directly, all costs (internal and external) reasonably incurred by the Airport Company shall be fully rechargeable to the Operator and shall be payable by the Operator on demand.
- 2.5.3 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

- 2.5.4 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to the Airport Company as if no such tax or charge had been imposed.
- 2.5.5 All sums payable to the Airport Company are exclusive of VAT which shall, where applicable, be paid in by the Operator addition at the rate in force at the relevant tax point.
- 2.5.6 All sums due which are not paid on the due date shall bear interest at the annual rate of 3% over the current Bank of England Base Rate (subject to a minimum annual interest rate of 6%), calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 2.5.7 Where an aircraft Operator has not used the Airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations), the Managing Director 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 Managing Director 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 Managing Director 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 provisions.
- 2.5.8 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 the 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 airport charges the Operator is likely to incur over a 3 month period.
- 2.5.9 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 you to pay your Airport Charges weekly in advance.
- 2.5.10 Under the Civil Aviation Act 1982, the Airport Company has the power to detain aircraft where default is made in the payment of charges outlined in conditions 9 and 10. 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.
- 2.5.11 The Operator shall not without the express written consent of the Airport Company be entitled in respect of any claim he may have against the Airport Company or otherwise to make any set off against or deduction from the charges provided for in these conditions. He must pay such charges in full pending resolution of any such claim.
- 2.5.12 Any queries relating to invoices should be logged with the Credit Control Department at the BAA Business Support Centre within 10 days of the invoice date. If an Operator disputes an invoice issued in connection with these conditions, then the Operator must complete the Dispute Notification Form at Appendix 1 and lodge it within 10 days of the matter arising along with evidence of the matter in dispute. Contact numbers for the BAA Business Support Centre are shown on our invoices and statements.

## **2.6 Data**

Data requirements are as follows:

### **Reference data**

2.6.1 The Operator shall, or shall ensure that its 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 (MTOW in kilograms as per condition 1.17 above), noise characteristics of each aircraft owned or operated by the Operator (see condition 7.2 below) and engine specifications
- new and amended ownership or registration details to be advised before the 20th of the month preceding first usage
- scheduled time of operation (in UTC) of all flights from point of origin to BAA airport with flight durations greater than 4 hours
- flight plan call signs

#### **Payload Data**

2.6.2 The Operator shall, or shall ensure that its 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 of the Airport Company within 24 hours of each of those movements. This will include the information about the total number of terminal 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 (see Condition 1.17) 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 its 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:

- advance passenger details – forward booking information
- baggage information messages (BIM's): BTM, BSM, BPM, BUM, BNS, BCM
- 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		

Airport 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 address:

Aberdeen Airport Ltd. ABZ PA7X

#### **Data verification**

- 2.6.4 The Airport Company may request, within 60 days, 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 NO<sub>x</sub> emissions level. The Operator shall, following a request in writing made by the Airport Company, supply it with the original copies of such documents.
- 2.6.5 Where the Operator, or its 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 (see condition 1.1).

#### **2.6.6 Data delivery**

Queries regarding data delivery should be addressed to:

Email: [abzaircraft\\_charges@baa.com](mailto:abzaircraft_charges@baa.com)

Tel: 0141 585 6000

#### **Data use**

- 2.6.7 The Operator acknowledges and agrees that the Airport Company will use the information that Operator provides under this Condition 2.6 for the purpose of keeping passengers and the public informed of the status of Regular Public Transport operations, Business and General Aviation using the Airport.

### **3. Charges on Arrival and Departure**

- 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 authorised by the Airport Company on 1<sup>st</sup> January each year (see condition 1.17). The combined weight charge plus passenger charge is subject to the payment of a minimum charge referred to in condition 8. For the purposes of Airport Charges Eire is categorised as Domestic.

- 3.2 Air Navigation Services Charges are payable on arrival and will be assessed and payable on the basis of the Maximum Total Weight authorised by the Airport Company on 1<sup>st</sup> April each year (see condition 1.17).

#### **4. Parking Charges**

- 4.1 The charges for parking of aircraft at each 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 (see condition 1.17) and total time parked. For the purpose 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.
- 4.2 The Managing Director may at any time order an aircraft Operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified in it will render the Operator liable to a special charge, equivalent to eight times the standard parking charges set out in the Schedule for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired.

#### **5. Rebates**

##### **5.1 Short Distance Flights**

Airport charges (with the exception of Air Navigation Charges) for movements by fixed wing passenger flights on short distance scheduled flights will be levied at the following rates:

- 5.1.1 Where the immediate destination is within Scotland, including flights which take-off and land at the same airport with no intermediate landing, the weight charge will be reduced by 65%.
- 5.1.2 Where the immediate destination is outside Scotland but is not more than 250 statute miles distant from the airport of take-off, the weight charge will be reduced by 26%.
- 5.1.3 Fixed wing flights carrying domestic passengers departing from a Scottish airport which have a final destination less than 100 statute miles from the airport of origin will be entitled to a rebate to the passenger charge of 50%.

##### **5.2 Double Stop Flights**

Flights which depart from the international facilities at Aberdeen airport which have originated at the international facilities of another UK airport, or will be making an intermediate stop at another UK airport for the sole purpose of picking up or setting down additional passengers or cargo, will have the weight charge on departure reduced by 50% at the Airport.

##### **5.3 New Services**

Operators of air transport services at the Airport may apply to the Managing Director of the Airport Company for rebates for the operation of new services to new destinations or for increased frequencies to existing destinations. The decision by the Managing Director as to whether to grant such rebates shall be absolute.

##### **5.4 Positioning Flights**

Take-off charges on aircraft positioning empty for or after commercial air transport movements may be rebated. This will be granted when it is considered to be in the interest of the airport to encourage the development of traffic at that airport. This

rebate will not be granted on flights resulting from a diversion because of bad weather.

## **5.5 Training Flights**

In the case of a flight carried out for the sole purpose of training or testing flying personnel, rebates of 70% of the amount of the charge calculated in accordance with the Schedule may be granted.

## **5.6 Aircraft Parking**

In the light of particular circumstances at an airport, the charges set out in the Schedule in relation to the parking of aircraft at certain times and periods, or on certain parts of the airport may be rebated.

## **5.7 Reduced and Own Terminal Facilities at Aberdeen**

5.7.1 Operators of air transport services by non-fixed wing aircraft not utilising the usual range of terminal facilities (such as those Operators providing their own facilities for the processing of passengers) may be granted a rebate on part of the airport charges.

5.7.2 Where a flight qualifies for more than one rebate as set out in conditions 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 the higher rate of rebate only will apply.

5.7.3 Prior written applications for rebates set out in conditions 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7 should be made to the Managing Director of the Airport Company.

## **6. Special Permission for Reduced Take-off Charges**

### **6.1 Flying Clubs**

The Managing Director of the airport may negotiate agreements for reducing take-off charges for flights made for the purpose of the clubs at the airport but not flights made for hire or reward outside the normal range or scope of club activities.

## **7. Surcharges**

### **7.1 Flights Outside Normal Hours**

Normal hours of availability at the Airport are 0600 – 2230 hrs as published in the Aberdeen Dyce Entry of the United Kingdom Aeronautical Information Publication (UK Air pilot). Where flights are made outside these hours by arrangement with the Airport Company, the airport shall levy an Out of Operational Hours Surcharge. This surcharge is £225.00 and is payable for all arriving and departing flights. Further details regarding the surcharge are contained in a local Managing Director's notice.

### **7.2 Noise**

7.2.1 At the Airport, the flying period 2300 – 0600 hrs is governed by a noise management plan that only permits aircraft with noise level of QC4 and below to operate. Full details may be obtained through the Airside Operations Manager, telephone 01224 725793.

7.2.2 Those Chapter 3 aircraft whose overall noise performance is less than 5EPNdB below Chapter 3 certification limits, "Chapter 3 less 5" shall be deemed Chapter 3 high and will be subject to a weight charge surcharge of fifty per cent.

Chapter 3 aircraft of the following types will be deemed Chapter 3 high:

AN124	BAC1-11	Boeing 707/720B
Boeing 727-100/200	Boeing 737-200	Boeing 747-100/200/200/SP

Douglas DC08/50/62/63	Douglas DC-9/30/40/50	Douglas DC10-10
Fokker F28	IL-62M	IL-86
TU-134A	TU-154M	YAK-42

- 7.2.3 Civilian fixed wing aircraft, including private aircraft, failing to meet the noise standards specified in Part ii, Chapter 2 of Volume 1 ICAO Annex 16 (whether or not they are required to achieve certification to these standards) shall not be permitted to operate to or from the Airport other than in exceptional circumstances. An application specifying the exceptional circumstances must be made in advance to the Managing Director who may issue specific written permission at their discretion. Such permission will not be given on a routine basis.

## **8. Minimum Charge on Departure**

At the Airport for all flights, the combined weight charge on departure plus passenger charge is subject to a £40.00 minimum charge.

## **9. Polluter Pays Policy**

The Airport Company is committed to adopting environmental standards and ensuring compliance with relevant standards and consents.

All Operators should be aware that pollution of the environment is a criminal offence which can attract substantial fines and imprisonment upon summary conviction. It has become an established principle in environmental law that when cleaning up the consequences of a pollution incident, "The Polluter Pays". This includes third parties and in all cases this principle will be applied at the Airport.

Pollution can be defined as: A person shall not discharge a contaminant or cause or permit the discharge of a contaminant into the natural environment, if the discharge causes or may cause an adverse effect.

All costs resulting from any environmental non-compliance or pollution incident activity will result in associated costs to remedy the incident being charged directly to the offender.

## **10. Sundry Charges**

At the Airport the relevant charges for electricity, fixed electrical ground power, water and sewerage, low temperature hot water, domestic hot water, chilled water, gas, staff ID cards and vehicle apron passes, staff car parking, baggage, check-in desks and common use self service (CUSS), airside licences, airport waste services, pre conditioned air and passengers with reduced mobility set out in the most recent Sundry Charges Notice are payable.

## 11. Schedule of Charges

From 1<sup>st</sup> January 2012

### Aberdeen Airport

<b>Weight Charge on Departure</b>	<b>First 25MT</b>	<b>Thereafter</b>
Per metric tonne or part thereof, Domestic and International	£4.77	£5.30
Passenger Charge Per Terminal Departing Passenger on aircraft in excess of 2 metric tonnes	Domestic £10.27	International £14.94

Aircraft Parking Charges  
Based on weight of aircraft.

Charge per quarter hour or part thereof :           £0.06 per metric tonne.

### Sundry Charges

The rates set out in the most recent Sundry Charges Notice (see condition 10) apply.

## 12. Schedule of Air Navigation Services Charges

From 1<sup>st</sup> January 2012

### Aberdeen Airport

<b>Air Navigation Services Charge on arrival</b>	<b>First 20 MT</b>	<b>Thereafter</b>
Per metric tonne or part thereof, Domestic and International	£9.10	£6.00

# Appendix 1 – Dispute Notification Form

(condition 2.5.12)

<b>DISPUTE NOTIFICATION: ABERDEEN AIRPORT</b>		
<b>AIRLINE:</b>		
<b>ACCOUNT NUMBER:</b>		
<b>DATE OF NOTICE:</b>		
Material particulars of the dispute:	Invoice No(s):	Amount(s) in dispute (if any):
Please set out the reasons why the party serving the Dispute Notification Notice believes that the dispute has arisen:		
Please elect whether the dispute should be dealt with under the standard dispute period or an expedited dispute period:	YES/NO (if YES please give reasons)	
Please append to this notice detailed evidence supporting your claim:	Number of appendices:	Description:
Please provide the full contact details of the person raising the dispute:	Name:	Address:
	Phone:	Email:
Signature:	Date:	