

Aberdeen International Airport Limited

Conditions of Use

Including airport charges

From 1st January 2023

Aberdeen International Airport Limited
Dyce
Aberdeen
Scotland
AB21 7DU

Telephone: 0844 481 6666 (General)
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The registered office is:

ABERDEEN INTERNATIONAL AIRPORT LIMITED
DYCE
ABERDEEN
SCOTLAND
AB21 7DU

Company No. SC096622

Telephone: 0208 745 9800 (General)

Preface

(This is not part of the Conditions of Use)

1. These Conditions of Use apply to Aberdeen International Airport Limited and replace those applicable from 1 January 2022.
2. Conditions of Use and Airport Charges for Aberdeen International Airport Limited are contained in this booklet.
3. These charges exclude handling or apron services which are provided by independent handling agents.
4. The Unfair Contract Terms Act 1977 affects terms of notices which exclude or restrict liability for negligence. Aberdeen International Airport Limited and AGS Airports Limited draw the attention of potential users of Aberdeen International Airport to Condition 2.2 of the Conditions of Use which excludes liability in certain circumstances.
5. 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.”
6. For any queries regarding invoicing please contact AGS Finance Central Services (see Condition 2.5.13). Any other queries should be addressed in the first instance to Aberdeen Airport’s general office number.
7. The charging mechanism for Air Navigation Services is by weight of aircraft, per metric tonne (MT) payable on arrival.

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Aberdeen International Airport Limited - Conditions of Use

These Conditions are effective from 1 January 2023.

1. Interpretation

1.1 Definition of Terms

- 1.1 "Aerodrome Manual" means the Airport's manual, required under the Civil Aviation Act 1982, the Air Navigation Order 2016 and the European Commission Regulation (EU) No. 139/2014 (as incorporated into UK law by the European Union Withdrawal Act 2018 and as amended, re-enacted or replaced from time to time) 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 International Airport, Dyce, Aberdeen, Scotland, AB21 7DU.
- 1.4 "AGS Airports Limited" means AGS Airports Limited whose Registered Office is at 1 Park Row, Leeds, LS1 5AB and whose Company Number is 09201991.
- 1.5 "Air Navigation Services Provider" means the provider of air navigation services at the Airport from time to time.
- 1.6 "Airport Charges" include parking, weight, passenger and other charges as outlined in Condition 11 (Schedule of Charges).

For the purpose of Airport Charges "Controlled Departing Passenger" means any passenger who boards a Controlled Flight. "Non-Controlled Departing Passenger" means any passenger who boards a Non-Controlled Flight. The decision of the Operations Director as to this classification shall be absolute.

- 1.7 "Airport Company" means Aberdeen International Airport Limited whose Registered Office is at Aberdeen International Airport, Dyce, Aberdeen, Scotland, AB21 7DU and whose Company Number is SC096622.
- 1.8 "Airport Duty Manager" means the airport duty manager who is on duty and responsible for the operation of the Airport at the relevant time;
- 1.9 "Air Navigation Services Charges" are charges collected separately to Airport Charges for the provision of the services provided by the Air Navigation Services Provider as outlined in Condition 12 (Schedule of Air Navigation Services Charges).
- 1.10 "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.
- 1.11 "Business and General Aviation" means any air traffic not falling into any of the following categories:
- (a) any traffic engaged on the King'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.
- 1.12 “Embarking Passengers” means all Passengers on board a departing aircraft.
- 1.13 “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.
- 1.14 “Flight” has the same meaning as in the Air Navigation Order 2016 (as amended, re-enacted or replaced from time to time).
- 1.15 “Flight Classification” means classification within the following categories:
- 1.15.1 “Non-Controlled 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.
 - 1.15.2 “Controlled Flight” means all flights other than non-controlled flights.
- 1.16 “Freight” means any cargo or mail carried on an aircraft operating an air transport flight, with the exception of freight in transit.
- 1.17 “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.
- 1.18 “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 from time to time.
- 1.19 “Maximum Total Weight Authorised” means the maximum take-off weight described in the Noise Certificate for the relevant airframe of an aircraft from time to time.
- 1.20 “Noise Certificate” means an airframe certificate issued in accordance with the requirements of the International Civil Aviation Organisation.
- 1.21 “Operator” in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.22 “Operations Director” means the operations director of the Airport Company and shall include a nominated deputy.
- 1.23 “Passenger” means any person, including infants, carried on an aircraft with the exception of the flight and cabin crew operating the aircraft flight.
- 1.24 “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.
- 1.25 “Regulation” means EC regulation 261/2004 (as incorporated into UK law by the European Union Withdrawal Act 2018 as amended, re-enacted or replaced from time to time).

- 1.26 "Terminal Departing Passenger" means any passenger aboard an aircraft at the time of take-off, other than a "Transit Passenger".
- 1.27 "Time of Landing" means the time recorded by the Air Navigation Services Provider at the Airport as the time of touch down of an aircraft, and the "Time of Take-off" means the time recorded by the Air Navigation Services Provider as the time when the aircraft becomes airborne.
- 1.28 "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.
- 1.29 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 or by AGS Airports Limited, which may supplement, vary or discharge any of the terms and conditions of use set out herein.
- 2.1.3 Compliance with orders and/or directions as published from time to time by the Civil Aviation Authority and the Department for Transport and where appropriate directives 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 any act or omission of the Airport Company or its employees, servants, agents or Affiliates 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 incorporated into UK law by the European Union Withdrawal Act 2018 and 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 The Operator shall indemnify and keep the Airport Company indemnified against all losses suffered or incurred by the Airport Company or its employees, servants, agents or Affiliates in respect of:
- (i) death of or personal injury to a person; and
 - (ii) loss of or damage to property;

in each case which are due to the negligence, default, breach of statutory duty or interference with any legal right by the Operator, its employees, servants, agents or its Affiliates.

- 2.2.7 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 to these Conditions in writing and send to the address in the United Kingdom provided pursuant to 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 is evidenced by the confirmation of 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 the Airport, details should be notified in writing 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

E-mail: 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 Notice.

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 the Airport Company for all ground handling activities as determined by the Annex to Council Directive 96/67/EC of 15 October 1996 on access to the groundhandling market at Community airports (as incorporated into UK law by the Airports (Groundhandling) Regulations 1997). This is a requirement for all flights including Business and General Aviation, cargo, military and helicopter movements. Any exception to this is at the discretion of the Operations Director.

Policing

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

2.5 Payment

- 2.5.1 The Operator shall pay the appropriate charges for landing, taking-off and 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 and any charges determined by the CAA and the costs of making good any damage caused by the Operator, its employees, servants, agents or its Affiliates to Airport property.
- 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:
- (a) otherwise agreed by the Airport Company in advance and in writing between the Airport Company and the Operator (which agreement may be withdrawn at any time at the discretion of the Airport Company); or
 - (b) otherwise provided in the terms for payment included in the invoice for such charges from the Airport Company to the Operator;

provided that if the Operator fails to make payment in accordance with the terms of any such agreement or the terms of any such invoice or if the Operator or any other person commences proceedings or takes any action which, in the opinion of the Airport Company, could affect the ability of the Operator to pay the sums due under Condition 2.5.1 or the Airport Company believes that the Operator is or may become unable to pay the sums due under Condition 2.5.1 all such sums shall become immediately payable.

- 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 by the Operator at the rate in force at the relevant tax point in accordance with the provisions of the Value Added Tax Act 1994 or with any Orders or Regulations made thereunder or by virtue of any Legislation.
- 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 Operations 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 Operations 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 Operations 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 ongoing 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 a form acceptable to the Airport Company. 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 the Operator to pay its 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 11 and 12. 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 In the event that the Airport Company so detains aircraft, for the purposes of Section 88(1) of the Civil Aviation Act 1982 Airport Charges shall be deemed to include all applicable Sundry Charges referred to in Condition 10.1.
- 2.5.12 The Operator shall not without the express written consent of the Airport Company be entitled in respect of any claim it may have against the Airport Company or otherwise to make any set off against or deduction from the charges provided for in these conditions. The Operator must pay such charges in full pending resolution of any such claim.
- 2.5.13 Any queries relating to invoices should be logged with the AGS Airport Limited's Finance Central Services 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 AGS Airport Limited's Finance Central Services are shown on our invoices and statements.

2.6 Data

Data requirements are as follows:

Reference data

2.6.1 The Operator shall furnish, or shall ensure that its appointed handling agent furnishes, on demand and in such form as the Airport Company may from time to time determine:

- fleet details including Maximum Total Weight Authorised, 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 day of the month preceding first usage
- scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 hours
- flight plan call signs

Payload Data

2.6.2 The Operator shall furnish, or shall ensure that its appointed handling agent furnishes, on demand and 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 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 operating from the Airport 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 but is not limited to:

- 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)
- actual times on and off check-in desks
- hold baggage types and related numbers.

The following data is also required:

- advance passenger details – forward booking information
- baggage information messages (BIM's): baggage transfer message (BTM), baggage source message (BSM), baggage processes message (BPM), baggage

- unload message (BUM), baggage not seen message (BNS), baggage control message (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		

Where an Aircraft Movement Message (MVT) is used, the Operator shall, or shall ensure that its appointed handling agent, input the relevant passenger and infant passenger numbers for each particular flight into the Airport Company's operating system immediately after the relevant MVT message has been sent.

AGS's Airport Limited's 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 must be sent to each airport using the following address:

Aberdeen International Airport Limited. ABZPA7X

Data verification

- 2.6.4 The Airport Company may request in writing from the Operator, within 60 days of the Operator's aircraft departing the Airport, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from the Airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NO_x emissions level. The Operator shall supply the Airport Company with the original copies of such documents within 14 days from the date of the written request made by the Airport Company.
- 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 therein the Airport Company shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger capacity and the Maximum Total Weight Authorised.

2.6.6 Data delivery

Queries regarding data delivery should be addressed to:

Email: AGS_Aircraft_Charges@glasgowairport.com
Telephone: 0141 848 4156

Data use

- 2.6.7 The Operator acknowledges and agrees that the Airport Company will use the information that the 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 and Business and General Aviation using the Airport.

3. Charges on Arrival and Departure

- 3.1 Charges payable on departure are set out in Condition 11 (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 1st April each year. The combined weight charge plus passenger charge is subject to the payment of a minimum charge referred to in Condition 8.
- 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.

4. Parking Charges

- 4.1 The charges for parking of aircraft at the Airport are set out in Condition 11 (Schedule of Charges). These charges will be assessed and payable on the basis of the Maximum Total Weight authorised and total time parked. For the 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 Operator shall at all times have in place contingency arrangements for the movement or removal of its aircraft and shall promptly upon request by the Airport Company provide documentary evidence of such arrangements to the Airport Company.
- 4.3 The Operations Director may at any time order an Operator either to move an Operator 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 Condition 11 (Schedule of Charges) for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired. The Airport Company may move or remove the aircraft in accordance with the procedures at Condition 13 (Movement, Recovery, Removal of Aircraft by the Airport Company) and the Operator shall pay the Airport Company's reasonable costs of having the aircraft so moved or removed and any other amount for which the Operator is liable pursuant to Condition 13.

5. Rebates

5.1 New Services

Operators of air transport services at the Airport may apply to the Operations Director for rebates for the operation of new services to new destinations or for increased frequencies to existing destinations. The decision by the Operations Director as to whether to grant such rebates shall be absolute. Such rebates must be agreed in writing with the Operations Director prior to the commencement of the new services or increased capacity.

Nothing in these conditions shall prevent the Operations Director, at their sole discretion, abating or waiving either wholly or in part the charges or surcharges set out in the Schedule of Charges

hereto, any said abatement and waiver being set out in writing and signed by the Operations Director.

5.2 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 by the Operations Director 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.

5.3 Reduced and Own Terminal Facilities at Aberdeen

5.3.1 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 at the discretion of the Operations Director.

5.3.2 Written applications for rebates set out in Conditions 5.1 5.2, and 5.3 should be made to the Operations Director prior to the relevant charges being incurred.

5.4 Reduced and Own Terminal Facilities at Aberdeen

At AGS, we are committed to achieving net zero for our direct emissions (Scopes 1 to 2) by the mid-2030s. As a signatory to Sustainable Aviation's net zero roadmap, we are also committed to working with our partners to achieve the aviation industry's net zero target.

To help accelerate and incentivise decarbonisation, we have launched a Zero Emissions Competition from 1 January 2023.

Aberdeen Airport will waive certain aeronautical charges (being Passenger Charge, Weight Charge on Departure and Aircraft Parking Charges only) that would ordinarily be incurred by an Operator for the first Operator to operate the first zero emissions commercially scheduled Flight that uses an aircraft with an alternative propulsion system from Aberdeen Airport. The successful Operator will receive a one year waiver of the above mentioned aeronautical charges for that specific sole zero emissions aircraft. Any alternative propulsion system for Flights means propulsion systems fuelled by electricity or hydrogen and for the avoidance of doubt aircraft operated using sustainable aviation fuels specifically do not qualify for this competition. The competition will also extend to Operators wishing to trial Flights for zero emission aircraft at Aberdeen Airport.

Further, to qualify for the aeronautical charges waiver set out above, the successful Operator must fully comply with the terms of these Conditions of Use and any such qualifying Flight must not compromise, disrupt or interfere with the normal safe and efficient operation of the Airport, all as judged at sole discretion of the Operations Director of the Airport. The decision of the Operations Director as to the qualification for and the payment of the above-mentioned waiver shall be final and absolute.

An Operator that believes it would qualify for the waivers noted above must provide prior written notice to AGS Airports Limited's Finance Central Services.

6. Special Permission for Reduced Take-off Charges

6.1 Flying Clubs

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

7. Surcharges

7.1 Out of operational hours surcharge

All flights operating between the hours of 22:30 and 05:30 will be subject to a surcharge for Out of hours, Environmental and Navigational Services.

This surcharge is £225.00 and is payable for all arriving and departing flights. Further details regarding the surcharge are contained in a local Operations Director notice.

7.2 Noise

7.2.1 At the Airport, the flying period between the hours of 23:00 and 06:00 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 Airport Company's Airside Operations Manager, telephone 01224 725793.

7.2.2 Annex 16 to the Convention on International Civil Aviation ("the Convention", Volume 1, Part II, Chapter 3 ("Chapter 3") sets out noise limits for aircraft referred to within Chapter 3.1 ("Chapter 3 aircraft"). 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 of the weight charge on departure set out in Condition 11 (Schedule of Charges).

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 Annex 16 of the Convention, Volume 1, Part II, Chapter 2 (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 Operations 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

8.1 At the Airport for all flights, the combined weight charge on departure plus passenger charge is subject to a £50.02 minimum charge

9. Polluter Pays Policy

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

9.2 All Operators should be aware that pollution of the environment is a criminal offence which can attract substantial fines and imprisonment upon summary conviction.

- 9.3 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.
- 9.4 Pollution occurs where a person discharges a contaminant or causes or permits the discharge of a contaminant into the natural environment, if the discharge causes or may cause an adverse effect.
- 9.5 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 person responsible for the pollution.

10. Sundry Charges, CAA Aviation Security & CAA Airspace Change Fees

- 10.1 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 published by the Airport Company are payable.
- 10.2 At the Airport, the relevant Aviation Security Charge & Airspace Change Fees as set out in the CAA’s most recent Scheme of Charges available at www.caa.co.uk shall be payable.

11. Schedule of Charges

From 1st January 2023

Aberdeen International Airport Limited

Weight Charge on Departure	First 25MT	Thereafter
Per metric tonne or part thereof, Non-Controlled and Controlled	£6.57	£7.32
Passenger Charge	Non-Controlled	Controlled
Per Terminal Departing Passenger on aircraft in excess of 2 metric tonnes	£14.52	£19.90

Aircraft Parking Charges

Based on weight of aircraft.

Charge per quarter hour or part thereof: £0.092 per metric tonne.

Sundry Charges

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

Training Flight Charges

Aberdeen International Airport is available for instrument approach training whether the aircraft lands or not.

For any aircraft operating 'Low Approach and Go Around' flights (LAGs) which do not touch the runway, the Airport will only charge the Aircraft Navigational charges on the arrival flight only. Any aircraft operating 'Touch and Go' flights (TAGs) where the aircraft does touch the runway, the Airport will charge the Aircraft Navigational Charges as well as the Weight Charge on Departure.

Prices on application.

Any operator that does not have an approved credit facility with the Airport must pay the charges in advance by credit or debit card at the time of requesting the training. These are refundable in the event that the weather prevents the training from taking place or if the Airport Duty Manager cancels the training for a specified reason.

Where the Airport Company has granted its prior permission for training flights, the Operations Director may subsequently cancel such training flights in whole or in part if, in their absolute discretion, they consider the training flights to be adverse to the best interests of the operation of the Airport at the relevant time.

12. Schedule of Air Navigation Services Charges

From 1st January 2023

Aberdeen International Airport Limited

Air Navigation Services Charge on arrival	First 20 MT	Thereafter
Per metric tonne or part thereof, Non Controlled and Controlled	£10.87	£7.34

13. Movement, Recovery, Removal of Aircraft

- 13.1 The Operator shall fully and effectively indemnify and hold the Airport Company, its officers, employees and agents harmless from and against any and all loss, damage, costs, liabilities and expenses, howsoever incurred, as a result of any movement, removal or failure to remove an aircraft pursuant to Condition 4.3.
- 13.2 In the event that the Airport Company is required to move or remove an aircraft, for whatever reason, the Operator shall fully and effectually indemnify and hold the Airport Company, its officers, employees and agents harmless in respect of all the costs of such movement or removal and any and all loss, damage, costs, liabilities and expenses, howsoever incurred, which may be suffered and incurred by the Airport Company, its officers, employees and agents in carrying out any such aircraft movement or removal.
- 13.3 In the event that the Airport Company is required to move or remove an Aircraft:
 - 13.3.1 the Airport Company will, where applicable, follow the procedures for the recovery of disabled aircraft set out in the Aerodrome Manual and any other relevant operational instructions;
 - 13.3.2 in other cases, the Airport Company will provide the Operator with as much notice as is, in all the circumstances, reasonably practicable:

- 13.3.2.1 that it intends to move/remove the Aircraft;
 - 13.3.2.2 of the proposed location to which the Aircraft is to be relocated;
 - 13.3.2.3 of the means by which it is intended to move/remove the Aircraft; and
 - 13.3.2.4 of any conditions which may apply to the recovery of the Aircraft.
- 13.3.3 In the event that the notice referred to in Condition 13.3.2 is not practicable, the Airport Company will notify the Operator as soon as possible:
- 13.3.3.1 that the Airport Company have moved or removed the Aircraft;
 - 13.3.3.2 of the location to which the Aircraft has been moved; and
 - 13.3.3.3 of any conditions which may apply to the Operator's recovery of the Aircraft.

14 Authority to Board Aircraft

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

15 Variations

- 15.1 The Airport Company reserves the right at any time upon giving notice and to the extent permitted by law to amend, vary or discharge any of the terms and conditions of use set out herein.

16 Commercial Policy

- 16.1 An Operator shall not engage in any conduct or apply any policy, rule or restriction which would adversely impact on the Airport Company's commercial position or that of its tenants, concessionaires, agents and/or other authorised Airport users.

Appendix 1 – Dispute Notification Form

(Condition 2.5.13)

DISPUTE NOTIFICATION: ABERDEEN INTERNATIONAL AIRPORT LIMITED		
AIRLINE:		
ACCOUNT NUMBER:		
DATE OF NOTICE:		
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 requires to be expedited:	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:	