

**NEWQUAY CORNWALL AIRPORT**  
**AIRLINE STANDARD TERMS AND CONDITIONS**  
**(incorporating the Schedule of Services and the Schedule of Charges)**

**Version 2.2 (April 2011)**

**IMPORTANT NOTE**

The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. Your attention is drawn to the clauses (particularly clause 10) in these Standard Terms which exclude or limit the Company's liability.

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**(incorporating the Schedule of Services and the Schedule of Charges)**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Standard Terms the following words and expressions shall have the meanings assigned to them below:

**"Additional Airside Services"** means the Services referred to in paragraph 2 of the Schedule of Services;

**"Aircraft"** means fixed-wing Aircraft and helicopters including integral parts and accessories, equipment and stores;

**"Airfield"** means the airfield (including the runway) within the Airport;

**"Airport"** means Newquay Cornwall Airport situated at St. Mawgan, Newquay, Cornwall TR8 4RQ, United Kingdom, which is operated by, under the control or provided on behalf of the Company;

**"Airport Aerodrome Manual"** means the aerodrome manual produced and amended by the Company pursuant to regulation 128(6) and (7) of the Air Navigation Order 2005;

**"Airside Services"** means the General Airside Services and the Additional Airside Services;

**"Certificate of Air Worthiness"** means a certification of airworthiness pursuant to regulation 8 of the Air Navigation Order 2005 and shall include any validations thereof and any flight manual or performance schedule relating to the Aircraft;

**"Charges"** means the charges detailed in the Schedule of Charges;

**"Company"** means Cornwall Airport Limited whose registered office is at St Mawgan House, Newquay Cornwall Airport, St Mawgan, Newquay, Cornwall, TR8 4RQ, United Kingdom, which expression shall include any successor or assignee of the Company and its or their respective servants, agents or licensees;

**"Environment"** means any and all living organisms (including man), ecosystems, property and the media of air (including air in buildings, natural or man-made structures, below or above ground), water (including water as defined in section 104(1) of the Water Resources Act 1991 and within drains and sewers) and land (including any under any water as described above and whether above or below surface);

**"Environmental Laws"** means any or all applicable EU, national or local statutes, regulations, bylaws, orders, regulations or other law or subordinate legislation or common law, all orders, ordinances, decrees or regulatory codes of practice, circulars, guidance notes and equivalent controls, and any byelaw, order, notice, demand, decision, decree, injunction, resolution or judgment of or agreement with any competent authority concerning the protection of human health or which have as a purpose or effect the protection of or prevention of harm to the Environment or health and safety, including without limitation in relation to any Hazardous Substance, packaging or interference with the use or enjoyment of land or the erection, occupation or use of man-made or natural structures above or below ground;

**"Flight"** shall have the same meaning as in regulation 155(2) of the Air Navigation Order 2005;

**"Freight"** means any cargo including mail;

**"General Airside Services"** means the Services referred to in paragraph 1 of the Schedule of Services;

**"Hazardous Substance"** means any natural or artificial substance, matter or movement (whether solid, liquid, gas, noise, ion, vapour, vibration, electromagnetic or radiation, and whether alone or in combination with any other substance) which is capable of causing harm to or having a deleterious effect on the Environment or being a nuisance or which restricts or makes more costly the use, development, ownership or occupation of any property (including without limitation the Airport and properties in its vicinity);

**"Insolvency Event"** means each of the following events occurring in relation to the Operator:

- (a) the issue of a petition for winding-up (or in the case of an individual, for bankruptcy) which petition is not dismissed within 28 days of its issue;

- (b) the making of an order or an effective resolution being passed for winding-up except for the purpose of a solvent reconstruction or amalgamation on a basis previously approved by the Company in writing (such approval not to be unreasonably withheld);
- (c) the appointment of or the making of an order for the appointment of an administrative receiver, administrator, trustee or similar officer;
- (d) an encumbrancer, receiver (including an administrative receiver) or other similar officer taking possession of the whole or any part (which is material in the context of the performance of the obligations of the Operator (as appropriate) under these Standard Terms) of the undertaking, property or assets of the Operator (as appropriate);
- (e) being subject to proceedings analogous to any of the above in any jurisdiction in which the Operator is incorporated or carries on business;
- (f) the making of a composition with creditors generally; or
- (g) being unable to pay debts as they fall due;

**"Managing Director"** means the Managing Director of the Company from time to time or his nominated deputy;

**"Movement"** means in relation to an Aircraft either the taking off or the landing of that Aircraft and in relation to baggage or Freight handling one complete operation of either loading or unloading an Aircraft, as the case may be;

**"MTOW"** means in respect of an Aircraft the maximum total weight at which the Aircraft may take off in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Air Worthiness for the time being in force, and if the Certificate of Air Worthiness indicates a maximum total weight at which the Aircraft may taxi, that weight shall be taken to be the MTOW;

**"Opening Hours"** means Monday to Sunday from 0700 hours to 2130 on every day of the year with the exception of 25 and 26 December and 1 January;

**"Operator"** means the person or organisation for the time being having the management or possession of the Aircraft whether owner, user, pilot or otherwise and shall include that person's or organisation's respective servants, agents and contractors using, attempting to make use of or having used the facilities offered by the Company at the Airport or elsewhere;

**"Passenger"** means any person joining or leaving an Aircraft at the Airport with the exception of the flight crew and cabin staff operating that Aircraft;

**"Standard Fees and Charges"** means the document setting out the Rates, as amended from time to time;

**"Rate"** means the rate at which a Charge is charged to the Operator;

**"Remedial Action"** means any steps reasonably necessary for limiting, removing, remedying, cleaning up, abating, containing, preventing or ameliorating damage to the Environment or carrying out such investigative or monitoring work as is reasonably required in relation thereto;

**"Schedule"** means the Schedule of Charges or the Schedule of Services and "Schedules" means either or both of them;

**"Schedule of Charges"** means Appendix 2 to these Standard Terms as amended from time to time by the Company;

**"Schedule of Services"** means Appendix 1 to these Standard Terms as amended from time to time by the Company;

**"Scheduled Services"** means a service operated according to a published timetable (as amended from time to time) and available for use by members of the public;

**"Services"** means the services detailed in the Schedule of Services;

**"Special Condition"** means the conditions agreed between the Company and the Operator in an airline agreement which are expressed to vary or qualify these Standard Terms;

**"Standard Terms"** means these Standard Terms and Conditions (including the Appendices);

**"United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland;

**"Value Added Tax"** means value added tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto or in any primary or secondary legislation promulgated by the European Community or any official body or agency thereof to the extent it has effect in the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same.

1.2 In these Standard Terms except where expressly stated to the contrary or the context otherwise requires:

- (h) **"includes"** and **"including"** shall be construed without limitation;
- (i) references to a **"Party"** means the Operator or the Company and includes its permitted assignees (if any) and/or the successors in title to that part of its undertaking which includes these Standard Terms;
- (j) references to a **"Person"** includes any person, individual, company, firm corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (k) reference to a statutory provision shall include a reference to:
  - (i) the statutory provision as modified or re-enacted or consolidated from time to time whether before or after the date of publishing these Standard Terms; and
  - (ii) any subordinate legislation made under the statutory provision before or after the date of publishing these Standard Terms;
- (l) references to **"clauses"** or **"appendices"** are to clauses or appendices of these Standard Terms;
- (m) where a party is required by these Standard Terms to act **"reasonably"** it shall act having regard to the interests of both the Company and the Operator;
- (n) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (o) references to these Standard Terms or any other agreement or document includes these Standard Terms or as the case may be, such other agreement or document in each case as the same may from time to time be amended, supplemented or novated;
- (p) any references to agents, officers, employees, servants, contractors and/or subcontractors of any tier of either Party (or any combination thereof) shall be deemed to exclude the other of the Company and the Operator and any of its agents, officers, employees, servants and subcontractors; and
- (q) any obligation on the Company and the Operator to do or not to do any thing shall be deemed to include an obligation to procure or not to permit or suffer such things to be done by such Person's agents, officers, employees, servants, contractors and subcontractors of any tier and acts or omissions of either the Company's or the Operator's agents, officers, employees, servants and contractors or subcontractors of any tier shall be deemed to be acts or omissions of such party for the purposes of these Standard Terms.

1.3 The Appendices form part of the operative provisions of these Standard Terms and references to these Standard Terms shall, unless the context otherwise requires, include references to the Appendices.

1.4 The index to and the headings in these Standard Terms are for information only and are to be ignored in construing the same.

## 2. GENERAL CONDITIONS

2.1 The use of the Airport by the Operator or on its behalf is subject to:

- (a) these Standard Terms;
- (b) compliance with the local traffic regulations (including local flying restrictions and remarks) published from time to time in the AGA Section of the United Kingdom Aeronautical Information Publication (UK Air Pilot) and NOTAMs;

- (c) compliance with the byelaws, instructions, orders, rules, regulations or directions published from time to time by the Company (including such of the Airport Aerodrome Manual as the Company may advise the Operator), the Civil Aviation Authority or the Department for Transport;
- (d) oral instructions, orders or directions given by any duly authorised employee or agent of the Company; and

2.2 The Company reserves the right at any time by notice given to the Operator to vary, amend or discharge any of the terms set out in these Standard Terms and the Schedules.

2.3 The Company shall not be liable to the Operator in respect of any loss suffered by the Operator by reason of any variation, amendment or discharge as referred to in clause 2.2 unless specifically agreed between the Company and the Operator as a Special Condition.

### 3. **PARKING**

3.1 The Managing Director may at any time order an Operator to:

- (a) move a parked Aircraft to another position; or
- (b) remove it from the Airport.

If the Operator fails to comply with such an order within the period specified, the Company shall be entitled to charge the Operator a surcharge of such amount as the Company considers to be fair and reasonable in the circumstances.

3.2 The Operator shall not park, hangar, or house an Aircraft at the Airport for periods in excess of one month without the prior written agreement of the Managing Director, unless its property lease permits such acts.

### 4. **SERVICES**

4.1 The Company may at its sole discretion provide all or any of the Services requested by the Operator. The Company will consider, in determining whether or not to provide Services requested by the Operator:

- (a) the availability of equipment and services to the Company;
- (b) the order of priority reasonably given by the Company to the requirements of the various Operators; and
- (c) the public service obligations which are imposed on the Company or its shareholder Cornwall Council.

4.2 The Company reserves the right at its sole discretion to modify, suspend or terminate the provision of the Services at any time.

4.3 The Company shall not be liable to the Operator in respect of any loss suffered by the Operator by reason of any Service not being available to it unless specifically agreed between the Company and the Operator as a Special Condition.

4.4 If an Operator chooses to use any of the Services provided by the Company under clause 4.1 the Operator shall:

- (a) be responsible for safe custody at all times of diplomatic mail and precious goods;
- (b) ensure that its staff are adequately trained and co-operate fully with those of the Airport to ensure the safe, efficient and economical operation of the Services.

### 5. **CHARGES**

5.1 The Operator shall pay in respect of the Services requested or used by it:

- (a) the Charges in respect of the Services listed in the Schedule of Services;
- (b) a reasonable amount determined by the Company in respect of all other supplies, services, facilities or equipment provided to the Operator or any Aircraft under the Operator's control at the Airport.

- 5.2 The Company reserves the right at any time to vary, amend or discharge any of Charges or Rates. Any variation to the Charges or Rates (other than the air traffic cost element of the Out of Hours Movement Fee, the Fuel Charge, the Alternative Transport Charge and the Catering Charge) shall only be effective on 30 days notice being given by the Company to the Operator of such variation. The Company shall not be liable to the Operator in respect of any loss suffered by the Operator by reason of any variation of the Charges or Rates.
- 5.3 No reduction of the Rates or exemption from Charges will be allowed by reason of the temporary unavailability of any Services, assistance, supplies or other facilities. The Company accepts no liability for payment of any additional charges which the Operator may incur in the event of a diversion or requirement to land at another landing site.
- 5.4 The Company shall be entitled at its sole discretion to reduce any Rate or waive any of the Charges but such reduction or waiver shall be of no effect unless it is in writing and signed by the Managing Director. In particular, the Company may reduce Rates or waive Charges for specific categories of Aircraft or for Scheduled Services if the Managing Director considers that it is in the interests of the Company to encourage the development of traffic.
- 5.5 Where applicable, operators using Newquay Cornwall Airport are required to display prominently the existence and the cost of the Airport Development Fee (ADF), and a link to [www.newquaycornwallairport.com](http://www.newquaycornwallairport.com) prior to the booking transaction. Furthermore any price driven marketing material must disclose that the ADF is payable.

## 6. LOAD AND WEIGHT DETAILS

- 6.1 The Operator shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the Movements of its Aircraft at the Airport within 24 hours of each of those Movements, including information about the number of all Passengers and the volume of baggage and Freight embarked and disembarked at the Airport, and such other information as the Company may reasonably require.
- 6.2 The Operator shall also furnish to the Company on demand, in such form as the Company may from time to time determine, details of the MTOW in respect of each Aircraft owned or operated by the Operator or any changes to such MTOW.
- 6.3 The Operator shall furnish to the Company within 7 days of a written request made by the Company copies of Aircraft load sheets to enable verification of all details with respect to the Passengers, baggage and Freight carried on any flights landing at or departing from the Airport during a specified period. This clause shall also apply to the furnishing of copies of extracts from Aircraft flight manuals to enable verification of Aircraft weight and noise characteristics. The Operator shall, following a request in writing made by the Company, produce for inspection by any person duly authorised in writing by the Company the original or copies of such documents.
- 6.4 Without prejudice to its other remedies and actions at law, where the Operator fails to provide (or fails to provide within the time required) the information required under this clause 6, the Company shall be entitled to assess the Charges payable by the Operator by reference to the MTOW and the maximum Passenger capacity of the Aircraft type.

## 7. PAYMENT

- 7.1 If the Company has agreed credit facilities with the Operator, payment shall be due within 28 days of the date of the Company's invoice (or within such other credit period as may be agreed in writing). Any queries relating to the invoice must be raised in writing by the Operator within that 28 day period or credit period as applicable.
- 7.2 If the Company has not agreed credit facilities with the Operator or the credit facilities have been withdrawn, payment shall be due on demand and, in any event, before the Aircraft in relation to which the Charges have been incurred departs from the Airport.
- 7.3 Any credit or discount facilities granted by the Company may be immediately withdrawn by the Company following default in payment on the due date for payment or breach of any of the provisions of these Standard Terms or on the occurrence of any Insolvency Event or otherwise on 28 days notice.
- 7.4 All payments shall be made in Pound Sterling or, at the sole discretion of the Company, in any other currency and in such manner or to such account as the Company may determine.
- 7.5 If the Operator fails to make payment on the due date for payment, the Company shall be entitled to charge interest from the due date of payment until payment is made in full, calculated on a daily basis on the amount unpaid at the rate of 4 per cent per annum above the base rate of National Westminster Bank Plc.

7.6 For Scheduled Services and any programmed charter services, the Company may require security to be provided for the payment of the Charges estimated to be payable for a period of up to one month in respect of such Services prior to such Services commencing.

## 8. VALUE ADDED TAX

8.1 All amounts expressed to be payable by either Party pursuant to these Standard Terms are exclusive of Value Added Tax which may be properly chargeable thereon. Each Party shall pay to the other Party any Value Added Tax properly chargeable in respect of any supply made to it pursuant to these Standard Terms provided that it shall first have received from the other Party a valid VAT invoice in respect of that supply which complies with the requirements of Part III of the Value Added Tax Regulations 1995. Without prejudice to and save as mentioned earlier in this clause 8.1 where any supply is made pursuant to these Standard Terms the recipient of the supply shall pay to the supplier the amount of any Value Added Tax chargeable in respect thereof upon production of a valid VAT invoice.

8.2 Where any amount is payable pursuant to these Standard Terms to reimburse or indemnify a Party for any expenditure which that Party may have incurred, such expenditure shall be taken to include an amount equal to any Value Added Tax comprised therein which is not recoverable by that Party as input tax under section 25 of the Value Added Tax Act 1994.

8.3 Where these Standard Terms permit either Party to withhold or deduct, whether by way of set-off or otherwise, an amount from any payment to the other Party and the amount which may be withheld or deducted is on account of a cost or expense, the amount of that cost or expense shall be calculated exclusive of Value Added Tax (if any) except Value Added Tax which is not recoverable as input tax or otherwise under section 25 of the Value Added Tax Act 1994.

## 9. LIEN

9.1 So long as an Aircraft, its parts and accessories or any vehicle shall be upon the Airport or upon any land under the control of the Company or its shareholder, if Charges, costs or other liabilities of whatever nature and whenever incurred are not paid by the due date, the Company shall have a continual contractual lien both particular and general over such Aircraft, its parts and accessories and any vehicle until payment in full is made. The Company shall be entitled to prevent the Operator (or any Person acting on the Operator's behalf) from removing the Aircraft, its parts and accessories or any vehicle from the Airport or any land under the control of the Company or its shareholder. If an Aircraft is removed from the Airport or any land under the control of the Company or its shareholder the said lien shall not be lost by reason of such removal but shall continue and shall be exercisable at any time when the Aircraft has returned to and is upon the Airport or any land under the control of the Company or its shareholder (so long as any Charges, costs or other liabilities shall remain unpaid, whether incurred before or after such departure). For the avoidance of doubt the lien shall be exercisable *inter alia*, in respect of:

- (a) interest payable pursuant to clause 7.5; and
- (b) all Charges, costs or other liabilities in respect of the relevant Aircraft, whether incurred by the Operator or by a third party; and
- (c) all Charges, costs or other liabilities owed by the Operator to the Company whether in respect of the relevant Aircraft, any other Aircraft or otherwise.

9.2 If payment of any Charges, costs or liabilities as referred to in clause 9.1 is not made to the Company within 28 days after a letter demanding payment has been sent by post addressed to the Operator or to the registered owner of the Aircraft at its last known address, the Company shall be at liberty from time to time and in such manner as it shall think fit to sell, remove, destroy or otherwise dispose of the Aircraft and/or any of its parts and accessories or any vehicle. In such event, the Company shall be under no duty to obtain the best possible price. The Company may apply the sale proceeds in discharging any Charges, costs or other liabilities due to the Company and any fees, expenses or costs incurred in connection with such sale, removal, destruction or disposal of the Aircraft, before accounting for any balance to any party entitled to it.

9.3 The Company's contractual rights under clauses 9.1 and 9.2 shall be in addition to and without prejudice to any right of detention or any other remedy which the Company may have whether under the Civil Aviation Act 1982 or any other statutory provision.

9.4 If an Aircraft is detained pursuant to section 88 of the Civil Aviation Act 1982 and Charges are not paid within 56 days of the date when detention began, the Company may sell any detained Aircraft, its parts and accessories or any vehicle (subject to the provisions of the said section 88) in order to satisfy any such Charges.

9.5 Neither the Company nor its servants or agents shall be liable for loss of or damage to the Aircraft, its parts and accessories or any vehicle occurring while the Aircraft is being removed or dealt with in accordance with this clause 9, whether or not arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, its servants or agents.

## 10. LIABILITY OF THE COMPANY AND THE OPERATOR

10.1 Nothing contained in this clause 10 shall limit or restrict the Company's liability for death or personal injury resulting from its negligence.

10.2 Neither the Company nor any agents, officers, employees, servants, contractors and/or subcontractors of the Company shall be liable for any loss or damage (including consequential loss or damage) to the Aircraft, its parts or accessories, or any property contained in the Aircraft, or any other property of the Operator or under its control occurring while the Aircraft is:

- (a) at the Airport, including any damage whatsoever caused by adverse weather conditions; or
- (b) in the course of taking off or landing at the Airport;
- (c) in the course of being removed or dealt with pursuant to clause 9; or
- (d) in the course of parking, manoeuvring or taxiing;

arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, its agents, officers, employees, servants, contractors and/or subcontractors unless done by the Company or any of its agents, officers, employees, servants, contractors and/or subcontractors with intent to cause damage or recklessly and with the knowledge that damage would probably result, provided that if an Aircraft is causing an obstruction to the normal operation of the Airport and is moved to remove that obstruction, such knowledge shall not result in the Company's liabilities as aforesaid.

10.3 Neither the Company nor any of its agents, officers, employees, servants, contractors and/or subcontractors shall be liable for any loss or damage (including consequential loss or damage), costs or expenses arising from or relating to acts or omissions of third parties at the Airport, whether such third parties are users of the Airport, members of the public, intruders or otherwise, and whether contributed to by any act, omission, neglect or default on the part of the Company, its agents, officers, employees, servants, contractors and/or subcontractors.

10.4 The Operator shall at all times fully and promptly indemnify and keep indemnified the Company, its agents, officers, employees, servants, contractors and/or subcontractors against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of any death, personal injury or loss or damage (whether to property or otherwise) whether direct, indirect or consequential and of any kind and however such loss, damage or injury may be caused including, without prejudice to the generality of the foregoing, any claim arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Operator, its agents, officers, employees, servants, contractors and/or subcontractors or any other person connected to the Operator in any way, relating to or arising out of the Operator's use of the Airport.

10.5 The Operator shall be responsible for taking all steps necessary to secure their Aircraft if it is parked or housed at the Airport and shall indemnify the Company against all or any loss, damage or liability which the Company may suffer or incur as a result of the failure to do so by the Operator.

10.6 When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence removal/rescue or salvage of the Aircraft and in default the Company may remove/rescue or salvage the aircraft at its discretion and the Operator shall:

- (a) fully and promptly indemnify the Company and its agents against all damage, claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove or rescue or salvage the Aircraft;
- (b) fully and promptly pay to the Company any resultant costs, damages or losses (consequential or otherwise) relating thereto.

## 11. INSURANCE

11.1 The Operator shall effect and maintain Passenger and third party liability insurance in respect of any Aircraft operated or used by the Operator at the Airport in such amounts not being less than £25,000,000 (twenty-five million pound sterling) as the Company may agree in its reasonable discretion, taking into account the size and type of Aircraft operated. Evidence of such insurance shall be produced to the Company on demand.

11.2 The Operator shall require its insurers or underwriters to note the interest of the Company as an additional insured party on such policies and assign to the Company all sums which may become due under the policies in respect of or on account of the indemnities contained in these Standard Terms or any claim to which the same may apply and provide a waiver of subrogation to the Company.

11.3 The Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause 11 (but without prejudice to any other rights of the Company under these Standard Terms).

**12. ENVIRONMENTAL LAWS**

12.1 The Operator shall comply fully with all Environmental Laws and, without limitation to the foregoing, shall not cause a nuisance (common law or statutory) to any owner of property in the vicinity of the Airport.

12.2 The Operator shall be liable for and shall promptly indemnify and keep indemnified the Company and its agents, officers, employees, servants, contractors and/or subcontractors against any or all losses, costs, expenses, demands, claims, liabilities or damages (including without limitation fines, penalties, the reasonable cost of Remedial Action regarding any spillages of Hazardous Substances (including without limitation aviation fuels) and legal and other professional fees) incurred or suffered by the Company or its agents, officers, employees, servants, contractors and/or subcontractors (including without limitation any direct or indirect loss of profits, revenue, or business, or any indirect or consequential loss or damage of any kind) arising from or relating to any Hazardous Substances at, on, in, within, under or migrating to or from the Airport to the extent resulting from or relating to (whether directly or indirectly) any act or omission of the Operator or third parties acting on its behalf.

**13. FORCE MAJEURE**

The Company shall not be in breach of contract by reason of any delay in performing or providing, or any failure to perform or provide, any Services, facilities or supplies, if the delay or failure is beyond the reasonable control of the Company including, without limitation, delay or failure caused by explosion, adverse weather conditions, fire or accident, sabotage, terrorist act, bombings or threats of bombings, strikes or other industrial action, security alerts, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government or other authority, air traffic control delays or restrictions, shortage or unavailability of temporary or permanent labour, power failure or breakdown in machinery or equipment or the failure or obstruction of any runway or taxiway.

**14. INSOLVENCY**

Without prejudice to any other right or remedy available to it, the Company shall be entitled to withhold all Services, facilities or supplies from the Operator without being under any liability to the Operator and all Charges and other indebtedness in respect of Services, facilities or supplies already provided to the Operator shall become immediately due and payable if:

(a) the Operator breaches any provisions of the Standard Terms or ceases (or threatens to cease) use of the Airport; or

(b) if an Insolvency Event occurs with regard to the Operator.

**15. AUTHORITY TO BOARD AIRCRAFT**

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

**16. GENERAL**

**16.1 Unfair Contract Terms**

Insofar as any provision of these Standard Terms is affected by the Unfair Contract Terms Act 1977, such provisions are considered by the Company to be fair and reasonable.

**16.2 Assignment**

The Operator shall not without the prior written consent of the Company assign, transfer, charge or declare a trust of the benefit of all or any of the Company's obligations nor any benefit arising under these Standard Terms nor shall the Operator delegate any of its obligations under these Standard Terms or subcontract their provision to any third party or agent whatsoever.

**16.3 Third Parties**

The Contracts (Rights or Third Parties) Act 1999 shall not apply to these Standard Terms and no rights or benefits expressly or impliedly conferred by its shall be enforceable under that Act against the Parties by any other Person.

**16.4 No Set-off**

- (a) The Operator shall not be entitled to any set-off against, or deduction from, the Charges as against the Company. All Charges must be paid in full pending resolution of any such claim.
- (b) The Company shall be entitled to set-off against any payment due by the Company to the Operator any sums that the Operator owes to the Company under these Standard Terms (including the Charges).

**16.5 Notices**

- (a) Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered personally or sent by fax or by e-mail or prepaid first class post (air mail if posted to or from a place outside the United Kingdom) to such address as may be notified by one Party to the other, and in default of such notice by a Party, then to that Party's registered office.
- (b) The Company does not accept service of any legal proceedings or process via e-mail or other electronic device.

**16.6 Governing Law**

These Standard Terms (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Standard Terms or their acceptance) shall be governed by and construed in accordance with English law.

**16.7 Jurisdiction**

Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to these Standard Terms or their acceptance and, for these purposes, each Party irrevocably submits to the jurisdiction of the courts of England.

**APPENDIX 1****AIRLINE STANDARD SCHEDULE OF SERVICES****1. GENERAL AIRSIDE SERVICES**

1.1 "General Airside Services" shall mean the following:

- (a) air traffic control services with associated Airfield services and navigational and landing aids;
- (b) fire, crash and rescue services up to and including Category 6;
- (c) meteorological and flight briefing services (including gale and thunderstorm warnings from the MetOffice, the provision of routine meteorological reports and responding to reasonable, specific requests for information);
- (d) access to the Airfield's runway and aircraft manoeuvring and parking areas;
- (e) Aircraft parking in bays 21 and 22;
- (f) Airfield services and security (including the provision of a general security screen around the Airfield) but excluding the security of civil Aircraft and their Passengers, equipment and Freight.

**2. ADDITIONAL AIRSIDE SERVICES**

2.1 The provision of Additional Airside Services shall be at the absolute discretion of the Company.

2.2 "Additional Airside Services" shall mean the following:

- (a) the provision of Services outside Opening Hours which would, but for the fact of them being provided outside Opening Hours, be General Airside Services;
- (b) fire, crash and rescue services up to and including Category 6;
- (c) Aircraft parking outside bays 21 and 22;
- (d) the supply of aviation fuel;
- (e) serving air traffic on training flights involving periods of circuit or instrument consolidation.

**3. GROUND HANDLING SERVICES**

3.1 "Ground Handling Services" shall include the following services further specified in Annex A of the IATA Standard Ground Handling Agreement Version 2008:

**Section 1: Representation, Administration, Supervision**

1.1.2, 1.1.3, 1.1.4  
1.2.1, 1.2.3, 1.2.4, 1.2.6 (c) (subject to disbursement)  
1.3  
1.4.1, 1.4.3(a), 1.4.7

**Section 2: Passenger Services**

2.1.1, 2.1.3(a – 1, 3, 4)(b – 2, 5, 6, 7), 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9,  
2.2.1, 2.2.2(a – and all travel documents Manual Check-in Only), 2.2.3, 2.2.4, 2.2.5, 2.2.6(a),  
2.2.7, 2.2.8, 2.2.9, 2.2.10, 2.2.11(a), 2.2.12, 2.2.13, 2.2.14  
2.3.2

**Section 3: Ramp Services**

3.1.1, 3.1.2(a), 3.1.3(a), 3.1.4(a), 3.1.5, 3.1.6, 3.1.8  
3.2  
3.3.1, 3.3.2(f – safety cones), 3.3.3  
3.5  
3.6.1(1), 3.6.2, 3.6.3, 3.6.4, 3.6.5, 3.6.6, 3.6.7, 3.6.8, 3.6.10  
3.7  
3.8.2(2) (and prior and post tow empty aircraft)  
3.9  
3.11  
3.12  
3.16  
3.17

**Section 4: Load Control, Communications and Flight Operations**

4.1  
4.2  
4.3.1  
4.4.1(on request), 4.4.2(on request), 4.4.4(e – 2), 4.4.5, 4.4.7, 4.4.8  
4.6.1(a)  
4.9.4

**Section 6: Support Services**

6.2 (Manual Check-In)  
6.3 (Bulk Loading Only)  
6.5.1  
6.7.1

**Section 7: Security**

7.1.1(a), 7.1.2(b – 1, 3, 4, 5), 7.1.3(b – 2), 7.1.4(a)  
7.4.2 (a – 4, 5 (where applicable))  
7.5.1(b)

**Section 8: Aircraft Maintenance**

8.2.1

## APPENDIX 2

### AIRLINE STANDARD SCHEDULE OF CHARGES

See 'Newquay Cornwall Airport Standard Fees and Charges' for most up-to-date airport charge charges, available from [www.newquaycornwallairport.com](http://www.newquaycornwallairport.com)