

ROCHESTER AIRPORT

TERMS AND CONDITIONS OF USE OF ROCHESTER AIRPORT

1. DEFINITIONS

1.1 **Operator** means all that area comprising Rochester Airport at Chatham, Kent, ME5 9SD which is operated by or under the control of the Company as hereinafter defined.

1.2 **Company** shall mean Rochester Airport Limited or its wholly owned subsidiaries Shopping Centre, Spital Street, Dartford, Kent DA1 2DE and include any associated or subsidiary company.

1.3 **Operator** shall mean the person or organisation from time to time having the management or possession of an aircraft using the Airport, whether owner, user, pilot or otherwise and shall also mean any other person in occupation of or using the Airport or any part thereof.

1.4 **Aircraft** shall mean any aircraft using the Airport.

1.5 **Conditions** means these terms and conditions of Use of Rochester Airport, the Airport Byelaws and any Rules and Regulations relating to the use of Rochester Airport published by the Company from time to time. A copy of the Conditions is available on request from the Company and/or the Airport Manager but shall be deemed to bind the Operator of the Operator's servants or agents whether or not a copy has been received. No servant or agent of the Company is authorised to agree any variation of the Conditions except by written agreement signed on behalf of the Company. In the event of any inconsistency and so far as is permitted by law the Conditions shall take precedence over any other terms and conditions.

1.6 For the purposes of being bound by the Conditions the Operator warrants that he has full authority and power to bind as his agent any owner, lessor, mortgagee, lender or pilot of the Aircraft and all their respective servants, agents or contractors.

2. USE OF THE AIRPORT AND FACILITIES

2.1 The use of the Airport and all its facilities and services by the Operator or on his or their behalf is subject to the Conditions. THE OPERATOR SHALL BE DEEMED TO HAVE ACCEPTED THE CONDITIONS BY HIS USE OF THE AIRPORT and the Conditions will apply equally to the provision by the Airport of all facilities, fuel or services provided or offered to be provided by the Company, save that there shall be no expectation created by the provision of such facilities, fuel or services, that the Company to continue to provide such facilities, fuel or services. Any agreement, contract or other legal relationship entered into or to be entered into between the Company and the Operator is hereby deemed to incorporate the Conditions.

2.2 The Company may vary the Conditions from time to time in its discretion, provided such variations are published or otherwise brought to the notice of the Operator or are deemed to have been brought to the notice of the Operator. Such variations shall be binding on the Operator.

2.3 The use of the Airport may be terminated forthwith by the Company (acting through the Airport Manager) in the event of any breach of the Conditions or byelaws or any of the Rules and Regulations published by the Company or if the Operator acts in any way which the Company in its absolute discretion deems dangerous or potentially dangerous or prejudicial to the good administration of the Airport including its responsibilities to the public in general and local inhabitants in particular.

2.4 The use of any or all facilities enjoyed by the Operator may otherwise be terminated at any time on 28 days notice in writing sent to the Operator's last known address.

2.5 The Airport Manager or any authorised officer of the Company may at any time and for operational reasons request the Operator to park aircraft or any other equipment to another position or to remove the aircraft or other equipment from the airport.

2.6 All users of the Airport, including the Operator must regularly provide health and safety as well as fire risk assessments. The storage of any materials which may pose a health and safety risk or a fire risk or have any environmental impact (hazardous materials) must be notified to the Company in advance of such materials being brought onto the Airport, where any hazardous materials are proposed to be stored you must provide a control of substances hazardous to health product data information together with an emergency action plan to deal with any incident involving such hazardous materials. All information provided in respect of hazardous materials must include the storage location and quantity of any items which may pose any risk.

2.7 The Operator is permitted to provide any service(s) at the Airport except those set out in The Airport's (Ground Handling) Regulations 1997 (S.I. No. 2389) and/or Council Directive 96/97/EC of 15 October 1996 on access to the ground handling market at Community Airports.

2.8 All areas used by the Operator or the Operator's agents or visitors, including waste storage areas must be kept tidy and free from litter. Any temporary or fixed waste storage areas must not present a fire or health or safety risk or any other hazard to aircraft or vehicles using the Airport. Storage of goods, whether waste, hazardous or otherwise, must be securely contained. Any temporary stores or structures must be pre-approved in writing by the Company and must be located so that they do not interfere with or in any way restrict fire escapes or other areas which serve as entry/exit points from any building, structure, car park, footpath or any other area which requires access.

2.9 All food waste must be bagged and kept secure in bins or containers within the waste storage areas so that birds or other animals do not have access to the waste. Hazardous to health products (for example type attractive to birds as a food source, roost or nest site). Any plants or shrubs designed to be planted outside the Operator's premises must be pre-approved in writing by the Company. No water features are permitted.

3.0 The Airport is private property and vehicle parking will be controlled. Specific areas are allocated to tenants, licensees and leaseholders within the Airport and a vehicle parking allocation and parking control document will be issued and amended as deemed necessary by the Company. The conditions of use of vehicles within the Airport will be controlled by the Company.

3. CHARGES

3.1 A copy of the current list of the Company's fees and charges is available on request and is available for inspection by the Operator at the Airport. The Company may vary from time to time any of its fees or charges. The display of any notice or delivery of a list of fees or charges is not to be construed as an offer on the part of the Company to provide any facilities or services either for the fees or charges specified.

3.2 The Company will give to the Operator such notice as is reasonable in all the circumstances of any variation of fees or charges.

4. PAYMENT

4.1 The Operator shall pay the appropriate charges for the landing, parking, storage, transport or housing of Aircraft. The Operator shall also pay for any supplies, services or facilities provided to him or in respect of the Aircraft by the Company. All such charges shall be due and payable at the sole discretion of the Company before an Aircraft departs from the Airport.

4.2 Payment of any unpaid charges shall in any event be due on the 30th (Thirtieth) day after delivery of the Company's invoices to the Operator at his address as stated hereon.

4.3 The Operator shall pay interest on any sum outstanding after 30 days of delivery of a Company invoice at the rate of 4% above the Bank of England Base Rate existing at the time, such interest to accrue on a daily basis.

4.4 All rights of and other goods supplied by the Company remains the property of the Company until all monies owing as invoiced by the Company have been paid in full. Any aircraft or vehicle into which any fuel, oil or other goods have been delivered will be detained by the Company until payment in full has been made to the Company.

4.5 Where the Operator has an account with the Company for payment of rent, licence fee, landing fees, parking fees or other fees, charges, costs, fuel and any other liabilities, payment shall be made monthly in full. Payment will be made using the Company's direct debit scheme in accordance with the direct debit mandate attached.

5. LIEN

5.1 So long as any Aircraft, or any parts and accessories or any vehicle are located at the Airport or upon any land under the control of the Company, the Company shall have a contractual lien over such aircraft, its parts and accessories and any vehicle for all rental, licence fees, charges, costs, fees or any other liabilities of whatever nature which are due and payable to the Company in respect of that aircraft or vehicle, or any other aircraft or vehicle of which the Operator is the Operator at the time when the lien is exercised. The lien shall not be lost by reason of the Aircraft departing from land in the control of the Company but shall continue until the Operator has returned to the Airport so long as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure, remain unpaid.

5.2 The Company shall be entitled to first levy fees incurred in respect of any Aircraft or property for storage or otherwise during the period of exercise of the lien and the Company may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.

5.3 If charges, costs, fees or any other liabilities in respect of which a lien is exercised remain outstanding, the Operator shall deposit by any post to the Operator at his address hereon and to the Registered Owner of the aircraft at his address of the appropriate Registrar in the territory of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the lien aircraft or property shall vest in the Company and the Company may at its entire discretion sell, dispose of, remove or destroy such aircraft or property in the event of a sale or disposition, the Company shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due to the Company and any fees, expenses or costs incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.

5.4 The exercise by the Company of the powers in this Clause 5 shall be without prejudice to the exercise of any other remedies available to the Company by virtue of statute or otherwise.

6. LIABILITY OF THE COMPANY AND THE OPERATOR

6.1 The Company shall in no circumstances be liable to the Operator for any physical or economic damage, or loss, or any other loss or damage to property or persons of any kind whatsoever (including without limitation the Aircraft, its parts or accessories or any property contained in the aircraft or any vehicle or equipment whether direct, indirect or consequential, caused by any negligence, breach of contract or statutory duty on the part of the Company, its servants or agents.

6.2 Where the Operator or any person acting on his behalf or for whom he is responsible causes death, personal injury or loss or damage of any kind whether direct or indirect as a result of any negligence, breach of contract or breach of statutory duty and while at the Airport, the Operator shall indemnify and keep indemnified the Company in respect of any claim or claims arising therefrom.

7.1 The Operator in furtherance of his obligations under these conditions agrees to effect and maintain generally and in full party liability insurance in respect of any aircraft operated or used by the Operator at the Airport, such amounts not being less than the minimum amounts (£1,000,000) Combined Single Limit as shall in the Company's complete discretion be reasonable according to the size and type of aircraft operated and shall on demand produce to the Company, or its duly authorised representative, from time to time, sufficient documentary proof of such insurance including the security thereon.

7.2 In respect of any vehicle which the Operator, his servants, agents, or associates may use or operate on that part of the Airport which is or has been designated as a road, the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to the Company or its duly authorised representative on demand. The Company's decision as to the adequacy of such insurance cover shall be binding on the Operator.

7.3 The Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this Clause 7 but without prejudice to any other rights of the Company under these Terms and Conditions whether the same shall be enforced by the Company or not.

8. GENERAL

8.1 The Operator or his appointed handling agent shall furnish to the Company information of such type and in such form as the Company may from time to time require relating to the movement, storage or maintenance of Aircraft or related vehicles.

9. PROHIBITED ACTS

Within the Airport in the absence of lawful authority or reasonable excuse, the following acts are prohibited:

9.1 intentionally obstructing or interfering with the proper use of the Airport;

9.2 intentionally obstructing any person acting in the execution of his duty in relation to the Airport;

9.3 failing to comply with any notice prohibiting or restricting access to any building, road or any part of the Airport;

9.4 allowing any vehicle, animal or thing to be on the Airport after having been required to remove it or after its presence on the Airport has been forbidden by a constable or an Airport official;

9.5 loitering or climbing upon or attempting to board or climb upon any aircraft without the authority of the person in charge of it;

9.6 intentionally operating any switch or lever of any escalator lift or door upon or near which is displayed a notice that it is intended only to be operated in an emergency;

9.7 tampering with, interfering with or misusing any lift, escalator, conveyor belt, power operated

9.8 tampering with, interfering with or misusing any apparatus provided for transmitting and receiving messages with the exception of offences under the Telecommunications Act 1984;

9.9 smoking in or otherwise bringing or lighting any naked light or flame into or in any place where any such act is prohibited by notice;

9.10 throwing or dropping anything capable of causing injury to any person or property;

9.11 on the Airport Apron throwing, leaving or dropping anything capable of causing injury to any person or property;

9.12 intentionally giving a false fire, ambulance, bomb warning or other emergency alarm by any means;

9.13 failure to place an Aircraft or any device, appliance or other thing incidental or ancillary thereto in the place and position appointed for that purpose by the Company or a person authorised by the Company;

9.14 failure properly to moor or otherwise secure any stationary Aircraft which is not in a hangar;

9.15 on parts of the Airport to which road traffic enactments do not apply, driving or placing a vehicle or any mechanical or electronic equipment;

9.16 on parts of the Airport to which road traffic enactments do not apply, failure by the driver of a vehicle to stop when required by a constable or airport official to do so;

9.17 on parts of the Airport to which road traffic enactments do not apply, failure by the driver of a vehicle which is involved in an accident to give his name and address and the name and address of the owner of the vehicle to any person having reasonable grounds for requiring them;

9.18 on parts of the Airport to which road traffic enactments do not apply, failure by the driver of a vehicle to stop after any accident occurs and report the accident to a constable or to the Airport Duty Manager as soon as reasonably practicable and in any event before leaving the Airport;

9.19 on parts of the Airport to which road traffic enactments do not apply, failure by the driver of a vehicle to comply with any direction for the regulation of traffic given by a constable or a traffic sign;

9.20 on parts of the Airport to which road traffic enactments do not apply, parking a vehicle elsewhere than in a place provided for that purpose;

9.21 on parts of the Airport to which the road traffic enactments do not apply, failure by the person in charge of a vehicle to remove it from any parking when required to do so;

9.22 on parts of the Airport to which the road traffic enactments do not apply, leaving or parking a vehicle or access to the permitted time in an area where the period of waiting is restricted by notice;

9.23 permitting a dog to enter or remain on any part of the Airport where to do so is restricted by notice;

9.24 permitting a dog to enter or remain on any other part of the Airport unless the dog is held on a lead and is restrained from behaviour giving reasonable grounds for annoyance;

9.25 soliciting funds or contributions of any kind without the exception of offences under the Vagrancy Act 1824;

9.26 failure to comply with any request by a constable or an Airport official to leave the Airport or any particular part thereof or to state name and address and the purpose of being on the Airport provided that such Airport official shall provide written evidence of his authority if required to do so;

10.0.1. WITHIN THE AIRPORT, THE FOLLOWING ACTS ARE PROHIBITED WITHOUT THE PRIOR WRITTEN PERMISSION OF THE COMPANY OR REASONABLE EXCUSE:

10.1 knowingly entering or leaving the Airport otherwise than through a gate or entrance for the time being provided for that purpose;

10.2 knowingly entering any part of the Airport to which members of the public are not for the time being admitted;

10.3 grazing animals;

10.4 selling or distributing anything, offering anything for sale or hire, or making an offer of services for reward;

10.5 on parts of the Airport to which road traffic enactments do not apply, leaving a vehicle on the Airport longer than is reasonably necessary for the transaction of the business for the purposes of which it is there;

10.6 on parts of the Airport to which road traffic enactments do not apply, driving a vehicle elsewhere than in a place provided for the passage or accommodation of such a vehicle;

10.7 taking a motor vehicle into a hangar used for the maintenance or storage of Aircraft;

10.8 running an Aircraft engine in a hangar;

10.9 filling or discharging from any container (including any part of a vehicle) liquid fuel elsewhere than in a place approved for that purpose by the Company;

10.10 by any act or omission causing a fire to occur elsewhere than in a place provided for that purpose by the Company;

10.11 cleaning, servicing or maintaining Aircraft, vehicles or equipment or running Aircraft engines in areas other than those designated for the purpose;

10.12 playing a musical instrument or erecting or using any apparatus for transmission, receipt, recording, reproduction or amplification of sound, speech or images or any computer used for doing so;

10.13 driving or leaving on a road to which road traffic enactments do not apply any vehicle failing to comply in any way with the lighting requirements which apply to roads which road traffic enactments do apply; and in particular, erecting obligatory front and rear lamps, reversing lamps, reflectors, lamps indicating overhanging or projecting loads, or additional lamps on long vehicles or trailers;

10.14 intentionally operating or using in such a way as to prejudice the operation of any communications, navigation or other systems at the Airport any radio transmitter or other thing capable of radiating or generating electrical interference;

11.1 WITHIN THE AIRPORT, THE FOLLOWING ACTS ARE PROHIBITED:

11.1.1 on parts of the Airport to which road traffic enactments do not apply if it appears to a constable or an Airport official or the Company that a vehicle has been parked or left by any persons in contravention of 9.15, 9.19, 9.20, 9.21 or 9.22, then the Company may fix an immobilisation device to the vehicle while it remains in the place in which it is found, or may cause that vehicle to be removed in such manner and to such place on the Airport as the Company thinks fit;

11.2 on any occasion when an immobilisation device is fixed to a vehicle in accordance with The Conditions, the constable or Airport official or the Company fixing the device shall also affix to the vehicle a notice:-

indicating that such a device has been fixed to the vehicle and warning that no attempt should be made to drive it, or otherwise, but it in motion until it has been released from that device;

11.3 a notice affixed to a vehicle under the Conditions shall not be removed or interfered with except by or under the authority of the person by whom it was put in the place where it was found by the constable or Airport official or the Company;

11.4 a vehicle to which an immobilisation device has been fixed in accordance with The Conditions may only be released from that device by or under the direction of a constable or Airport official or the Company;

11.5 Subject to Condition 11.4 above, vehicles to which an immobilisation device has been fixed in accordance with the conditions shall be released from that device on payment to the Company in any manner specified in the notice affixed to the vehicle under Condition 11.2 of such charge in respect of the release as may from time to time be prescribed by the Secretary of State for this purpose in connection with roads subject to road traffic enactments;

11.6 A vehicle which has been removed under Condition 11.1 hereof shall be released only on payment to the Company of the appropriate fees referred to in paragraph 3 and 6 of the "Removal, Storage and Disposal of Vehicles (Charges) Regulations 1985" or any statutory amendment or replacement thereof.