



Tariff and Terms of Use

***For 1st Apr 2018 to 31st March 2019
(Edition 1)***

www.cityofderryairport.com

City of Derry Airport Tariff and Terms of Use **1st Apr 2018 to 31st March 2019**

This document sets out the City of Derry Airport (CoDA) Tariff and Terms of Use for the period 1st Apr 2018 to 31st March 2019, unless the user is notified by CoDA. This document supersedes all previous versions of the CoDA Tariff and Terms of Use.

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1. Airport Facts

City of Derry Airport is located approximately 7 miles northeast of the Derry/Londonderry in Northern Ireland, on the shores of Lough Foyle. The Airport lies alongside the A2 road between Derry/Londonderry and Coleraine, approximately 20 minutes by road from the centre of the City.

Derry/Londonderry, was the first UK City of Culture in 2013 and is one of the best cities to visit in the world; according to the Lonely Planet's *Best in Travel 2013*, stating: "this vibrant historic walled city is undergoing a renaissance". Derry-Londonderry was also placed as the fourth best city to visit by the panel of travel experts.

City of Derry Airport serves as the main gateway to the entire North West of Ireland situated a short drive from the World Heritage Site, the Giant's Causeway and the border of Donegal, an area of renowned outstanding natural beauty along the coast. Additionally, the airport is located close to the starting point of both the The Wild Atlantic Way and Causeway Coastal Route.

City of Derry Airport, working with Ryanair, Loganair and BMI currently serves 5 destinations across the UK and Europe. In 2018/19 the airport will handle approximately 220,000 passengers. Corporate Aviation facilities including a hangar are located on the western apron. CoDA operates its own FBO and Corporate handling services.

2. Technical Information

General Information

Airport Name	City of Derry Airport
Location	7 miles northeast of Derry-Londonderry, Northern Ireland
IATA Code	LDY
ICAO Code	EGAE
Fire Category	Maximum Cat 7 (Airport PPR)
Max Aircraft Size	Boeing 757 (300), Airbus A321

Location

LAT	55 02 34N
LONG	007 09 43W
Elevation	23 feet

RWY Designator

RWY	TORA (m)	TODA (m)	ASDA (m)	LDA (m)
08	1,932	2,898	1,932	1,847
26	1,967	2,267	1,967	1,967

Key Contact Information

General Enquiry:	E: Flight@cityofderryairport.com E: Corporate.Aviation@cityofderryairport.com M: +44 788 580 32 97 M: +44 780 934 29 26
Contracts Director	Clive Coleman Regional & City Airports Management Ltd
Mobile	07774 818330
Email	Clive.coleman@rca.aero
Airport Manager	Charlene Shongo City of Derry Airport
Phone	028 71810784
Email	charlene.shongo@cityofderryairport.com
Aerodrome and Quality Manager	Ronnie Lamrock City of Derry Airport
Phone	028 71813330
Email	Ronnie.Lamrock@cityofderryairport.com
Air Traffic Services Manager	Michael Edwards City of Derry Airport
Phone	028 71813333
Fax	028 71813301
Email	ats.manager@cityofderryairport.com
Customer Services & Security Manager	Siobhan McAnaney City of Derry Airport
Phone	028 71813310
Email	Siobhan.McAnaney@cityofderryairport.com
Finance and Administration Manager	Lisa Coyle City of Derry Airport
Phone	028 71813304
Email	lisa.coyle@cityofderryairport.com

1. Volume Based Aviation**1.1 Scheduled Airlines, Charter, Ad hoc airlines & Freight Charges**

Fees and Charges are based on the maximum permitted take-off weight for an aircraft. Commercial discounts may be available by application to the Contracts Director.

Volume Based Aviation	Charge
Basic Landing Fee & Navigation Charge	£21.29 per tonne or part there of
Passenger Service Charge (per departing passenger – Aircraft 2.73 metric tonnes or greater)	All Flights £18.91
Airport Security Charges (per departing passenger)	£5.25
Ground Handling (Non Corporate, aircraft 3 metric tonnes mtow or greater)	£10.61 per tonne or part thereof
Inclusive Tours/Charters	£4.03

1.2. Rebates (for Non Scheduled Airlines, Charter & General Aviation)

- Departure aerodrome less than 100 nautical miles from CODA – Standard Basic Landing Fee rebated by 50%. A minimum landing fee charge of £14.60 is applicable.
- Under 3 Tonnes:
Flight for crew training – Standard Basic Landing Fee rebated by 75%. A minimum landing fee charge of £14.60 is applicable.
- 3 Tonnes and above:
Flight for crew training – Standard Basic Landing Fee rebated by 75%. A minimum landing fee charge of £25.00 is applicable.
- Home Based Operators on application

1.3. Visitor Landing Fees for Private Operators

- Private Single Engine Aircraft and Club Single Aircraft up to 3 tonnes, not based at CoDA-Eglinton; Landing & Navigation Charge (LNC) £14.60
- Private Multi Engine Aircraft and Club Multi Engine Aircraft up to 3 tonnes not based at CoDA, Eglinton; LNC £29.20
- Training Instrument Approach:
Less than 3 Tonnes - £10 per instrument approach
3 Tonnes and above - £40 per instrument approach
- Circuits:
Less than 3 Tonnes - £5 per circuit landing
3 Tonnes and above – Standard Basic landing Fee rebated by 60%

1.4 Diverted Aircraft

Flights diverted to CoDA will incur passenger charges on for both the arriving and departing passenger numbers.

1.5 Persons of Reduced Mobility Charges (PRM)

A PRM charge of £0.42 is payable for each departing passenger.

1.6 Aircraft Parking

Period / Weight	Charge
First 2 Hours	No Charge
Per 24 hours (including first 2) or part thereof:	
Not over 2 tonnes	£10.25
Not over 4 tonnes	£17.61
Not over 6 tonnes	£24.76
Not over 10 tonnes	£36.54
Not over 15 tonnes	£51.19
Not over 20 tonnes	£58.58
Over 20 tonnes (per 10 tonnes or part thereof)	£10.25

1.7 Hangar Charge

Period / Weight	Charge
Hangar charges per 24 hours or part thereof:	
Not over 2 tonnes	£21.08
Not over 4 tonnes	£34.66
Not over 6 tonnes	£52.75
Not over 10 tonnes	£75.35
Not over 20 tonnes	£97.91
Over 20 tonnes (per 10 tonnes or part thereof)	£22.63

1.8 Out Of Hours Charge

The charges listed in this schedule are based on the airports published operating hours. To extend or open the airport for public transport flight movement's ad hoc aerodrome or terminal extensions will be charged at the rates listed as follows:

Category	Charge
RFF CAT 1 or Private	£227.57 per hour
CAT 2 – 3	£254.36 per hour
CAT 4	£354.74 per hour
CAT 5	£415.00 per hour
CAT 6	£461.84 per hour
CAT 7	£564.92 per hour
Home Based Operator's	£113.79 per hour

A minimum charge of 4 hours will apply for a special opening and between the hours 0000-0600 an additional fee may apply. Additional charges will also apply to movements on Christmas Eve, New Years Eve and public holidays. A special opening will apply if the aerodrome has closed and had to reopen for a movement.

To extend the airport for Home Based Operator movement's a 50% reduction per hour will apply.

In the event of multiple flights which require an extension at the same time, the charge may be split between the aircraft at the discretion of the Finance & Administration Manager or Accountable Manager.

1.9 Fire Category Upgrade

CODA can provide up to and included Fire Category 7, however on some occasions Category 1 is provided only during periods of non scheduled traffic. If an operator requires a higher level of fire category than is provided by CODA at the time of the movement a charge of £50 per additional fire crew per hour will apply. A Minimum charge of 2 hours will apply.

1.10 Terminal Availability Charge – Out Of Hours

To open the terminal out of operational hours for an airport extension a charge of £220.89 per hour or part thereof will be levied.

1.11 Ground Handling – Out of Hours

To provide ground handling for an airport extension a charge of £71.02 per hour or part thereof will be levied.

For Special Opening a minimum of 4 hours will be charged.

1.12 Airport Facility Charges

This charge will be made at the discretion of the Accountable Manager for ancillary services provided, such as ground transport, storage space of special equipment.

1.13 Airport Development Fee

An Airport Development Fee may be levied for all departing terminal passengers. For the FY 2018/19 this fee is £0.00.

1.14 Credit Facilities

Credit only extended to approved airlines and individuals and on completion of the airport's credit agreement documentation. All customers who have not completed a credit application will be deemed to be cash customers only and must pay for all services before departing the airfield. Further information available from CoDA Finance & Administration Manager.

1.15 Credit Card Surcharge

A credit card surcharge does not apply.

2. Additional Services

Service	Charge
Business Lounge	£7.88 per passenger
Aircraft Cleaning	£1.81 per tonne
Ground Start	£30.42 per start – Including Head Set Charge Ground Power Servicing £32.56 per hour or part thereof
Air Start	£85.10 per engine – Including Head Set Charge
Aircraft Steps	£29.27 per set
De-icing	£82.80 per call out plus a per litre charge
Cabin Heating	£17.57 for up to 30 minutes
Toilet Servicing	£73.16 per call out
Potable Water	£43.91 per call out – delivery vehicle pressurised galley water (cold) £7.89 per container galley water (hot)
Pushback & Towing	Aircraft weighing less than 20 tonnes £25.74 Aircraft weighing between 20 and 79.99 tonnes £45.05 Aircraft weighing 80 tonnes and over £57.93
Freight Handling	First 100kg – 48p per kilo Additional freight over 100kg – 14p per kilo Freight load on scheduled flight – 7p per kg loaded
Catering	Upon application – Special catering including VIP's available on request. A 10% service charge will applied.

3. Corporate Aviation

The following charges apply for Corporate Aviation movements:

Corporate Aviation Charges

Handling consists of the transportation of passengers and crew between the aircraft and the terminal, clearance of Immigration and Customs where applicable, weather briefings and arrangements for hotel bookings for passengers and crew. A cancellation charge of 10% will be levied in addition to the hotel cancellation policy if pre-booked hotel accommodation is cancelled and charges incurred.

Standard Landing Fees

£20.67 per tonne

Passenger Load Supplement (including security charges) per departing passenger

All Passengers £24.16

Diversions charged as above for arriving passengers

Aircraft Parking

0T-2T	£10.25
2T-4T	£17.61
4T-6T	£24.76
6T-10T	£36.54
10T-15T	£51.19
15T-20T	£58.58
Over 20T	£58.58 (£10.25 per 10 tonnes or part thereof).

Handling Charges

3T-5T	£131.33
6T-9T	£189.11
10T-15T	£236.39
16T-21T	£315.18
22T-36T	£383.47
37T-50T	£478.02
50T+	£583.08

GPU

£52.53 per hour or part thereof

APU

£115.20 per hour or part thereof

Aircraft Cleaning

£52.53 per turnaround

Pushback Charges

Less than 20 tonnes £25.74

20-79.99 tonnes £45.05

More than 80 tonnes £57.93

Non Aero Nautical Charges

Coffee per litre £5.25

Coffee Decaf per litre £7.88

Hot water per litre £3.15

Ice per 2 KGS £5.25

Washing up £31.52

Refrigeration £31.52 per 24 hours

Ramp transfer £21.01 per vehicle

Waste Disposal £42.02 (minimum order)

Aircraft Towing £on request

Car Bookings £10.51 per request*

Catering Charges

City of Derry Corporate Aviation Co-ordinators can supply catering for all types of private aircraft from basic to VVIP, a 10% booking fee will be levied on catering purchased through CoDA. *Unusual requests may receive a higher booking fee.

Hangar Storage

Hangar storage charge per day or part thereof:

Not over 2 Tonnes	£21.08 per day
Not over 4 Tonnes	£34.66 per day
Not over 6 Tonnes	£52.75 per day
Not over 10 Tonnes	£75.35 per day
Not over 20 Tonnes	£97.91 per day
Per 10 Tonnes thereafter	£22.63 per day

Please discuss your requirements with the Corporate Aviation Co-ordinators. Some items may not be permitted for storage.

Major Events

City of Derry Airport Corporate Aviation may charge an additional fee for a major event if priority or exclusive access is requested by a carrier.

Payment Terms

Payment will be made in full by cash or credit card.

A bureau de change facility is available for euro transactions.

A credit application form can be obtained on request. A request for credit will be considered by the Finance and Administration Manager following a credit check. To allow this process to be undertaken, the form must be submitted by the carrier 14 days in advance of the movement.

Fuel

CODA offer Avgas and Jet A1 fuel.

CODA does not currently accept fuel cards.

4. Home Based Operator

Credit account holders, who have agreed to pay the annual fees in advance to the end of the financial year are eligible to apply for home-based operator (HBO) discounts.

4.1 HBO Discounts

Home based operators are offered the following rates which are inclusive of unlimited movements and circuits and are based upon monthly payment by direct debit of the annual fee divided by 12;

Operator Status	Engine Number	Annual Fee Movements and Parking	Annual Fee Movements and Hangarage
Private*	Single Engine	£1293	£1 855
Private*	Multi Engine	£2046	£2604
Club or Flying School*	Single Engine	£2804	£3372
Club or Flying School*	Multi Engine	£5082	£5640

* Not greater than 3 tonnes MTOW. Rates on application for HBO aircraft 3 tonnes MTOW or greater

** Hangarage or Parking charges as applicable

HBO rates applicable to Fixed Wing or Rotary.

Any other operator package will only be applicable with the agreement of the Airport Manager (contact details provided within Section One, CoDA Facts).

A 20% discount will apply to the above charges if the operator pays for a full year in advance.

4.2 HBO Surcharge

A surcharge of 10% will be applied to the annual charge unless:

- A credit account is agreed and in place; and
- The HBO agrees to pay the above fees within 30 days of invoice date by BACS / cash /cheque.

Note: Operators must pay the landing fee and hangarage / parking elements of the HBO discount. Aircraft inactivity will not entitle the operator to further discounts; however, the above hangarage / parking charges may not be applicable to operators with private hangarage at CoDA. Full details of personal hangarage at CoDA must be supplied with HBO discount application.

4.3 Insurance

All aircraft using this aerodrome, or its facilities are required to have third party liability insurance cover in accordance with the requirements of EC Regulation 785/2004 at all times. A copy of Insurance Certificate should be forwarded with any Credit / HBO application.

4.4 Credit account

To open a credit account the operator must complete and return the credit application document listing any aircraft required to be covered by the credit account on "Airline Info" document. Credit will be extended to credit customers on items such as fuel sales, oil sales and aerodrome extensions. However, HBO annual fees are required to be paid in advance.

4.5 Annual Invoice

HBO Operators are required to pay all annual fees in advance of the period. HBO fees normally cover the period 1 April to 31 March.

4.6 Monthly Invoice

Credit customers will receive an email containing an activity report plus invoice for each calendar month by the 5th working day of the following month, detailing the breakdown of the amount to be invoiced. The operator must check this amount and raise any query with the CoDA Finance and Administration Manager within five days of the e-mail date.

If you have any queries regarding your Credit Account please contact CoDA Finance and Administration Manger.

4.7 Refunds

Refunds will not be payable for temporary periods where operators position aircraft to other airports. Operators may cancel HBO agreements for these periods and reapply for HBO status when the aircraft is due to return. In exceptional circumstances refunds may be authorised upon application to the Finance & Administration Manager.

4.8 Cancellation of HBO Agreement

Operator wishing to cancel a HBO agreement prior to its complete term (end of financial year) must contact the CoDA Finance and Administration Manager in writing. Agreements cancelled prior to the full term will lose eligibility to HBO discounts.

5.0 Ancillary Charges

5.1 PSV Access

PSV access to the Terminal Forecourt for passenger carriage on scheduled bus routes will be subject to prior agreement with CoDA.

Occasional PSV access to the Terminal Forecourt for collecting or dropping off passengers will be subject to the short term car park charges.

PSV and off airport car park operators who wish to regularly access the Terminal Forecourt / car parking area for the collection and drop off of passengers will be required to enter into a commercial agreement with CoDA prior to being permitted access into the car park. The commercial agreement will require the operator to purchase an access licence following proof of compliance with all statutory requirements. The licence is available at a cost of up to £10,000 per annum payable monthly in advance. Please contact the Airport Manager for more details.

5.2 Disbursements

Any disbursements made by the airport on behalf of a carrier will be reimbursed by the carrier at cost plus an accounting charge of 20% and subject to a minimum charge of £30.00.

5.3 Collections

Income collected by the airport on behalf of a carrier will be remitted after deduction of an accounting charge of 20%.

5.4 Labour

If a third party requests labour for a task not included in any commercial charging the cost will be £50 per person per hour inside published hours and £80 per person per hour outside of published hours

5.5 Fire Response

If a third party requires the attendance of the airport Rescue and Fire Fighting Service for non emergencies a charge will apply. For each incident the charge payable will be £400.

5.6 Filming and Photography

Filming within the airport site is not permitted unless authorised in writing by the Airport Manager. If permission is granted, landside and airside filming must be accompanied by an airport member of staff. Please contact the Airport Manager for further information.

5.7 Escorting

Charge per hour or part thereof for one member of staff £50.00

5.8 Contamination of Airfield and Estate

Where there is a spillage involving hazardous substances, which require the company to take prompt action to control, contain, remove, clean up or otherwise dispose of such substances a minimum response charge of £300 applies. This charge includes; up to 1 bag of absorbent material, 1 boom

and 2 absorbent pads and up to 1 hour of labour for 1 person. Should additional material/equipment and/or labour be required, the following charges apply:

- Absorbent Material £18.00 per Bag
- Absorbent Boom £26.00 Per Boom
- Disposal of Waste £30.00 Per Bag
- Absorbent Pads £2.01 Per Pad
- Labour Refer to section 10.4 Per Person
- Other incurred charges such as those for external contractors, environmental fines and compliance charges may also be recharged where applicable.

5.9 Safeguarding and Pre-Application Planning Advice

City of Derry Airport offers a competitive pre planning service to all developers and construction companies. We welcome pre-planning application discussions on wind farms, photovoltaic / solar arrays and any other developments or issues that might have an impact on aerodrome safety and operations.

In order that CoDA can provide a service to a consistent and high standard a charge is levied. This charge does not apply to small individual domestic wind turbines with a hub height of less than 10m or domestic roof mounted photovoltaic panels.

A report will be provided to ensure that any aviation specific safety issues are identified and advice will be given on suitable mitigation options. We will also advise on any relevant documentation to include at the time of planning submission.

Advice is provided without prejudice to the consultation response made by City of Derry Airport to the Planning Service in relation to the submission of a planning application.

- | | |
|---|------------------|
| • Pre Application advice for up to 2No wind turbines | £250 |
| • Pre Application advice for up to 4No wind turbines | £350 |
| • Pre Application advice for more than 4No wind turbines | £750 |
| • Safeguarding assessment of photovoltaic / solar array | £200 |
| • Pre Application advice for any other development / site | £200 |
| • Further advice to include meetings | £250 per meeting |

On occasions particularly in respect of wind turbine farms, specialist advice will be required to assess technical radar line of sight and an aviation operational impact assessment. If required, this advice can be procured by CoDA and will be charged at cost plus 10%.

It is strongly recommended that developers of wind turbine installations conduct pre-application discussions with CoDA. CODA will offer advice that will ensure that subsequent planning applications do not conflict with the safety of CoDA aircraft operations.

5.10 Passes

Security pass charges are subject to VAT

• Full Security Pass	£42
• Replacement Security Pass (lost/damaged/stolen)	£42
• 1 to 5 Day Temporary Escorted Visitor Pass	£3.68
• 6 to 60 Day Temporary Security Pass	£15.76
• Vehicle Pass	£55.48
• Replacement Vehicle Pass	£55.48
• General Security Awareness Training	£21
• Fire Awareness Training	£21

6.0 Liability

All services provided by City of Derry Airport Limited, its employees, servants or agents are provided subject to the Terms and Conditions of Use City of Derry Airport a copy of which follows.

7.0 Value Added Tax

The charges in this schedule are exclusive of VAT which will be charged in accordance with the provisions of the Value Added Tax Act 1994 or with any subsequent replacement or amending Act, Order or regulation.

8.0 Financial

- 8.1 Airlines and ground handlers must provide to the Airport Authority in a format defined by the Airport Authority from time to time the name, postal address, phone, fax, email address, IATA/ICAO prefix and local City of Derry Airport SITA address of the organisation which is to be invoiced for airport.
- 8.2 All payments in respect of airport charges are to be made to the CoDA Operations Limited.
- 8.3 Operators who have not previously entered into credit arrangements with the Airport Authority and who wish to be afforded credit facilities should make an application in writing to the Airport Authority through the Finance and Administration Manager (contact details shown below).
- 8.4 Where credit terms have been agreed in accordance with paragraph normal payment terms with the Airport Authority will not exceed thirty days after invoice date.
- 8.5 All airport charges in respect of an aircraft must be paid by the aircraft operator or registered owner, before the aircraft departs from the airport unless prior credit arrangements have been granted in writing by the Airport Authority. Where credit terms have not been specifically agreed or where they have been exceeded, cash/credit card settlement in respect of airport charges due will be required before the aircraft departs from the airport. All credit arrangements (which may be subject to change) are totally at the discretion of the Airport Authority.
- 8.6 Payments due shall be made in full without deductions, unless there is a prescribed statutory basis for making any such deduction. Without the express written consent of the Airport Authority, the operator shall not be entitled to make any set off against or deduction from the

charges invoiced, in respect of any claim that he may have against the Airport Authority or otherwise.

- 8.7 Where credit has been expressly granted the account must be settled within the specified credit period in respect of the goods and/or services provided, otherwise late payment interest and compensation may be charged in accordance with the provisions of the Prompt Payments of Accounts Act, 1997 as amended by S.I. No 388 of 2002 (European Communities (Late Payments in Commercial Transactions) Regulations 2002) and their successors. In the event that a customer wishes to query or dispute any of the transaction details set out on an invoice it is a requirement that any such query or dispute be made within 14 days of invoice date. Such notification to be made to the following address:

Finance and Administration Manager
City of Derry Airport
Airport Road
Eglinton
Co. Londonderry
BT47 3GY
Email: lisa.coyle@cityofderryairport.com
Tel: 028 71813304

9.0 Liability & Insurance

- 9.1 Neither the Airport Authority, nor its respective servants or agents shall be liable for the loss of or the damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or take-off at the airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Airport Authority, or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result. In any event neither Airport Authority nor their respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of revenue) suffered by the operator.
- 9.2 The Airport Authority will invoice the party or parties responsible for the full costs of any clean up or repair of damage to airport property.

10 Information

- 10.1 All airlines and ground handlers are required to provide to the Airport Authority passenger and cargo related information as outlined below in a format defined by the Airport Authority from time to time;
- 10.2 Total number of terminal, transfer and transit passengers, including the class, children, infants and jump seat passengers;
- 10.3 Total weight of flown and trucked cargo and mail which is embarked and disembarked at the airport by the airline/ground handler;
- 10.4 For validation purposes, airlines and ground handlers are required to maintain information on transfer passengers in a format as specified by the Airport Authority from time to time. In order for airlines to avail of reduced transfer passenger charges, the Airport Authority is entitled to audit and review this information on a regular basis; and

- 10.5 The Airport Authority may request the provision of copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period.
- 10.6 The airlines on an ongoing basis shall also provide or ensure that its handling company provides to the company details of all aircraft operations by the timely transmission of complete and accurate operational data as set out in paragraph 2.13 below preferably by automatic electronic means using and conforming to IATA messaging and communication standards. Where such electronic transmission is not possible alternative transmissions procedures must be specifically agreed with the Airport Manager's office.
- 10.7 Complete and accurate operational data as set out above must be transmitted before midnight UTC of the calendar day of operation.
- 10.8 The required operational data includes:
- 10.9 Turnaround linked flight numbers and registrations (including changes);
- 10.10 Aircraft registration (including aircraft substitutions);
- 10.11 Variations to schedule (including flight number, aircraft type, route and scheduled time of information);
- 10.12 Estimated times of operation;
- 10.13 Actual times on and off stand;
- 10.14 Flight plan call signs;
- 10.15 Baggage information services BSM messages;
- 10.16 In regards to new and amended ownership or registration details these can be advised on the Aircraft Fleet Declaration Form (AFDF) as soon as they become available. These specific details can be sent on the AFDF at any time. The AFDF is available from Shauna McDevitt by emailing Shauna.McDevitt@cityofderryairport.com
- 10.17 Airlines are required to supply the certificated Maximum Take Off Weight (MTOW) in kilograms and other specific aircraft details. The required information should be sent in electronic form to the email address Shauna.McDevitt@cityofderryairport.com as outlined below;
- 10.18 Aircraft submissions on MTOW will be rounded up to the nearest metric tonne;
- 10.19 For the purposes of validation of the submitted aircraft weight data, relevant pages of the Approved Flight Manual or related information may be requested;
- 10.20 In the absence of such MTOW and other relevant data being provided by the specified date on the City of Derry Airport AFDF document, the Airport Authority will use the values contained on the operator's AFDF received in the previous scheduling season. This information will be valid for one year only. If no AFDF was received in the previous scheduling season then the Airport Authority will use the most recently published values, for invoice calculation purposes and other operational requirements; and
- 10.21 Following a request in writing made by the Airport Authority, an airline or handler acting on the airline's behalf must produce the original documents for inspection by the Airport Authority or any person duly authorised by the Airport Authority in writing.
- 10.22 The airline or ground handling company shall retain and keep proper and adequate records for inspection by the Airport Authority or its agents for a minimum period of 2 years.
- 10.23 Where the airline or its appointed handling agent fails to provide the information required as outlined in the previous sections within the specified period, the Airport Authority shall be entitled to assess and invoice the charges payable by the airline by reference to the most

recently published values for the Maximum Take -Off Weight and the maximum passenger capacity of the specific aircraft type.

1. TERMS OF USE

City of Derry Airport (“the Airport”) is operated under the control of CoDA Operations Limited (the Company)

The use of City of Derry Airport facilities is subject to:

- (a) Local flying restrictions and procedures as published from time to time in UK Air Pilot and NOTAMS
- (b) Any orders, instructions or direction given by or on behalf of the Company whether in writing or otherwise
- (c) The Airport’s Bye-Laws
- (d) Any order, instructions or directions given by or on behalf of relevant Government Departments

All users’ attention is particularly drawn to paragraph 6 of these Terms of Use (limitation of Company’s liability)

1.1 Definitions

If any words are not defined in these Terms of Use they shall, unless the context requires otherwise, have such meanings as are attributed to them in the current edition of the International Air Transport Association Airport Handling Manual or the Airport Bye Laws

- 1.1.1 “Aircraft” includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
- 1.1.2 Airport Manager” means the person for the time being employed by the Company to be in charge of the Airport and includes any other person for the time being in charge of the Airport
- 1.1.3 The “Company” which term shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means XXXX Airport whose Registered Office is at City of Derry or any successor or assignee of the Company for the time being.
- 1.1.4 User” means a commercial operator or private user of an Aircraft at the Airport
- 1.1.5 Unless the context otherwise requires, a reference to one gender includes a reference to other genders.
- 1.1.6 Paragraph headings shall not affect the interpretation of these Terms of Use and references to paragraphs are to paragraphs in these Terms of Use
- 1.1.7 Words in the singular shall include the plural and vice versa
- 1.1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes and subordinate legislation for the time being made under it
- 1.1.9 A reference to writing or written includes faxes but not e-mail.

1.2 Local Flying Restrictions

All Users of the Airport shall comply with the local flying restrictions, rules and remarks published from time to time in any aeronautical information publication without limitation.

1.3 Compliance with instructions, orders and directions

1.3.1 All Users of the Airport shall comply with:

1.3.1.1 All written instructions, orders or directions published from time to time by the Airport Manager without limitation.

1.3.1.2 All oral instructions, orders or directions given by the Airport Manager; and

1.3.1.3 The Airport Bye Laws in force from time to time, a copy of which is available on request

1.3.2 Aviation fuel may only be supplied when the Company is satisfied that there is adequate fire cover available at the Airport

1.3.3 No person shall without the written approval of the Company, store or supply fuel or lubricants for Aircraft using the Airport

1.3.4 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company

1.3.5 The Company requires:

- a) The User to take out and maintain at all times passenger, baggage, cargo and third party liability insurance, in respect of any Aircraft used or operated at the Airport by the User in a sum which shall in respect of any one event be at such levels as the Company in its absolute discretion deems to be reasonable by virtue of the type and size of Aircraft used or operated by the User at the Airport, using as a reference the levels set out in the EC Regulation EC No.785/2004. Furthermore, the User will ensure that such passenger, baggage, cargo and third-party liability insurance will be without any overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events or claims.
- b) That the User of vehicles requiring airside access shall comply at all times and in all respects with the Company's policies on airside vehicles as laid down in the Aerodrome Manual or any other such policy, amendments, variation etc. whatsoever as from time to time laid down by the Company in its absolute discretion. The User shall at all times ensure that vehicles are fully and properly insured for third party risks for not less than £30 million.
- c) That the User shall on demand produce to the Company sufficient documentary proof of such insurance policies. Further, the User shall at all times fully indemnify and keep indemnified the Company against any breach of this paragraph 1.3 without prejudice to any other rights the Company shall have under these Terms and Conditions of Use whether or not such rights are enforced by the Company.
- d) The User to have a basic aircraft maintenance contract in place for each aircraft at the Airport prior to its commencement of operations.
- e) The User to have in place adequate emergency orders and Aircraft recovery arrangements, copies of which must be lodged with the Company prior to its commencement of operations.
- f) The User to produce on demand to the Company evidence of compliance with all prevailing health and safety legislation.

1.3.6 When an Aircraft is involved in an incident which prevents use of any part of the Airport, the User will, within one-hour subject to AAIB permission, commence removal/rescue or salvage of the Aircraft, and in default the Company reserves the right to remove/rescue or salvage the Aircraft at its discretion. If the User or its nominated agent should fail to remove or rescue a disabled Aircraft

or neglect to do so within one-hour subject to AAIB permission or as determined at the Company's discretion, the Company reserves the right for the Company to remove, rescue or salvage the Aircraft under the authority of the Company. The User shall be responsible for and indemnify the Company against all damage, claims, costs, demands, acts or omissions howsoever arising while the Company or any aircraft recovery agent remove, rescue or salvage the Aircraft and undertakes to be responsible for all costs, damages or losses (whether direct, indirect or consequential to include loss of revenue, loss or profit or loss of use) arising from the recovery of an Aircraft.

1.4 Airport charges

- 1.4.1 All Users of the Airport shall pay the tariff as published on the Company Website (unless otherwise agreed before the charges are incurred). If any services, facilities or supplies are provided to a User of the Airport which are not referred to in the Tariff, the amount to be charged shall be the amount determined by the Company in its absolute discretion (unless otherwise agreed before the charges are incurred).
- 1.4.2 Any periodical fees set out in the Company's Tariff shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport unless some arrangement has been agreed in writing or otherwise by the Company. Operators who have not previously entered into credit arrangements with the Company and who wish to be offered credit facilities must make an application in writing to the Company Financial Controller in advance of operations.
- 1.4.3 All fees and charges or other indebtedness due to the Company on any account whatsoever shall (unless otherwise agreed by the Company in writing and subject to paragraph 10.2 of these Terms and Conditions of Use) be payable on demand by the Company and in any event before the Aircraft in relation to which the fees and charges or other indebtedness were incurred departs from the Airport. Any credit facilities granted by the Company may be immediately withdrawn by the Company on the occurrence of any event as detailed in paragraph 10.
- 1.4.4 Notwithstanding any purported allocation by the User, the Company shall be entitled in its absolute discretion to allocate any monies received from or on behalf of a User against any indebtedness owed by the User to the Company.
- 1.4.5 The Company may, without prejudice to any rights it may have, set off any liability of the User to the Company against any liability of the Company to the User.
- 1.4.6 If the User fails to make any payment on the due date, the Company shall be entitled to charge interest until payment in full is made (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the User shall pay the interest immediately on demand.
- 1.4.7 The Company reserves the right to withhold the supply of fuel to a User if there are any monies owed to the Company by the User on any account whether or not payment in cash or otherwise is offered for the fuel.
- 1.4.8 A surcharge may be applied to Aircraft operating on Christmas Day or New Year's Day at the discretion of the Company.
- 1.4.9 Time for payment shall be of the essence for these Terms of Use.
- 1.4.10 Operator discounts, promotions and incentives must be claimed by the Operator within six months of the end of the relevant season to which the discount, promotion or incentive pertains.

1.5 Lien

- 1.5.1 Without prejudice to its statutory rights pursuant to section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company (statutory or otherwise), so long as an Aircraft (which expression shall include any of its parts and accessories stored at the Airport) shall be at the Airport, the Company shall have a contractual lien, both general and particular, (“the Lien”) upon the Aircraft for any fees and charges or any other indebtedness due to the Company on any account whatsoever which shall become due and payable to the Company either:
- 1.5.1.1 in respect of the Aircraft in relation to which the tariff or other indebtedness were incurred, whether or not these were incurred by the person who is the User at the time when the Lien is exercised; or
- 1.5.1.2 in respect of any other Aircraft of which the person in default of payment is the User at the time when the Lien is exercised.
- 1.5.2 The Lien shall not be lost by reason of the Aircraft leaving the Airport but shall continue and shall be exercisable when the Aircraft returns to the Airport so long as any part of such fees, charges or indebtedness remains unpaid.
- 1.5.3 The Lien shall be in addition to and without prejudice to any right of detention or any other remedy or power which the Company may have whether under the Civil Aviation Act 1982 or any other provision.
- 1.5.4 If payment of any tariff in respect of which a Lien has been exercised by the Company is not made to the Company within 56 days after notice has been sent to the registered owner of the Aircraft, 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 in order to satisfy all or part of the Lien.
- 1.5.5 If an event as set out in paragraphs 1.10.1.1 to 1.10.1.11 occurs then non-payment of any charges which have been incurred as at that date shall be deemed to be in default of payment for the purposes of section 88 of the Civil Aviation Act 1982.

1.6 Exclusion and Limitation of Company’s liability

- 1.6.1 Nothing in these Terms of Use shall exclude, restrict or limit the Company’s liability for fraud, death or personal injury caused by its negligence or the negligence of its employees or agents.
- 1.6.2 Neither the Company nor their respective employees, servants or agents shall be liable for:
- (a) any costs, claims, damage or loss whatsoever to any Aircraft, its parts or accessories or any property contained in the Aircraft at any time, including while the Aircraft is on the Airport or in the course of landing or taking off at the Airport or arising out of the performance of any ground handling services provided by the Company, or being removed or dealt with elsewhere; or
- (b) any other loss, damage or injury to any person or otherwise howsoever caused,
- resulting directly or indirectly from any act, omission, negligence or other default on the part of the Company or its employees, servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute. Furthermore neither the Company nor their respective employees, servants or agents shall be liable to the Operator for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.

1.6.3 The Company gives no warranty as to the continuous use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access of the public to the Airport.

1.7 User's responsibility

Each User shall be responsible for:

1.7.1 its Aircraft and other property while at the Airport;

1.7.2 taking all steps necessary so as adequately to secure its Aircraft and other property while at the Airport and for restricting unauthorised access to, or unauthorised use of, such Aircraft and property;

1.7.3 the operation by the User, its agents and employees of its Aircraft and other property at the Airport and shall keep the Company indemnified against all costs, claims, damage, loss or injury due to, or arising out of the User's breach of any of such responsibilities.

1.7.4 No person shall without the written approval of the Company store or supply fuel or lubricants for aircraft using the airport.

1.7.5 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company.

1.8 Provision of information

1.8.1 The User shall furnish the Company in the Company's prescribed format with any information regarding the movements of its Aircraft at the Airport within 24 hours of each such movement including, but not limited to, any information regarding the timing of each such movement, the number of terminal and transit passengers and the volume of cargo and mail embarked or disembarked at the Airport.

1.8.2 The User shall also furnish the Company on demand with details of the maximum total weight authorised in respect of each Aircraft operated by it and shall inform the Company of any changes to this information immediately they occur at the Airport.

1.8.3 Where the User fails to provide any information required by this paragraph 8, the Company shall be entitled to assess the charges payable hereunder by the User by reference to the maximum total weight and the maximum passenger capacity of the Aircraft. The User shall pay the re-calculated charges as assessed by the Company

1.9 Force Majeure

1.9.1 The Company shall not be liable to a User or be deemed to 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 due to any cause beyond the Company's reasonable control.

1.9.2 The following shall be regarded without limitation as causes beyond the Company's reasonable control;

(a) act of God, adverse weather conditions, flood, storm, tempest, explosion, fire or accident;

(b) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, whether of the United Kingdom or abroad;

(c) air traffic control delays or restrictions;

- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs or other industrial actions or trade dispute (whether involving the Company's employees or those of a third party);
- (f) difficulties in obtaining labour, transport, fuel, parts or machinery;
- (g) breakdown in machinery or equipment;
- (h) failure or obstruction of runway or taxiway;
- (i) interruption or failure of any utility service including but not limited to electricity, gas or water

1.10 Termination and insolvency

1.10.1 This paragraph applies if:

- 1.10.1.1 the User suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 1.10.1.2 the User commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 1.10.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the User (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 1.10.1.4 the User (being an individual) is the subject of a bankruptcy petition or order;
- 1.10.1.5 a creditor or encumbrancer of the User attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 1.10.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the User (being a company);
- 1.10.1.7 a floating charge holder over the assets of the User (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 1.10.1.8 a person becomes entitled to appoint a receiver over the assets of the User or a receiver is appointed over the assets of the User;
- 1.10.1.9 any event occurs, or proceeding is taken with respect to the User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 2.10.1.1 to 2.10.1.11
- 1.10.1.10 the User ceases or suspends, or threatens to suspend or cease, to carry on all or part of its business; 2.10.1.11 a User fails to pay an amount due on the due date;
- 1.10.1.11 a User ceases or threatens to cease using the Airport; or

- 1.10.1.12 a User commits a material breach of these Terms of Use and fails to remedy that breach (if the breach is remediable) within 21 days of being notified in writing of the breach.
- 1.10.2 If this paragraph applies then, without prejudice to any other right or remedy available to it:
 - 1.10.2.1 the Company shall be entitled to withhold all services, facilities or supplies from the User without being under any liability to the User; and
 - 1.10.2.2 all fees, charges and other indebtedness in respect of services, facilities or supplies already provided to the User shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary; and
 - 1.10.2.3 the User shall return all Company materials (including aviation fuel) which the User has not fully paid for. If the User fails to do so, then the Company may enter the User's premises at the Airport and take possession of them. Until the materials have been returned, the User shall be solely responsible for their safekeeping.

1.11 Services to be provided

Unless otherwise agreed by the Company in writing, the following services at the Airport will be available to Users on request and shall be provided exclusively by the Company or its agents;

- 1.11.1 Passenger handling;
- 1.11.2 Marshalling of Aircraft;
- 1.11.3 Baggage handling;
- 1.11.4 Cargo handling;
- 1.11.5 Aircraft internal cleaning (on ramp);
- 1.11.6 General apron services;
- 1.11.7 Supply of aviation fuel;
- 1.11.8 General aviation and executive handling; and
- 1.11.9 Security.

1.12 No right to set off

All fees and charges payable by a User shall be paid in full, without counterclaim, with holding or other deduction on any account whatsoever

1.13 Choice of law

These Terms and Conditions of Use shall be governed by and construed according to Northern Ireland Law and the Company and the Operator shall submit to the exclusive jurisdiction of the Northern Ireland Courts as regards any claim or dispute arising from their interpretation or exercise.

1.14 Invalidity

If any provision of these Terms of Use is held by any competent authority to be invalid or unenforceable in whole or part, then the validity of the other provisions of these Terms of Use shall not be affected thereby.

1.15 Waiver

1.15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms of Use or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

1.15.2 No single or partial exercise of any right or remedy provided under these Terms of Use shall preclude or restrict the further exercise of any such right or remedy.

1.15.3 A waiver of any right or remedy provided under these Terms of Use or by law shall only be effective if it is in writing and signed by the Airport Director and shall apply only to the User and for the specific circumstances for which it is given. It shall not prevent the Company subsequently relying on the right or remedy in other circumstances.

1.16 Indemnity

1.16.1 The Company, its employees, servants and agents shall be kept indemnified by the Operator against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of the Company) of any description due to or arising out of the use by the Operator of the Airport, the presence of the Operator's Aircraft or other property on the Airport or on areas or premises occupied or controlled by the Company or anything done, permitted or omitted by the Operator or any of its employees, servants or agents in or upon the Airport, save to the extent that such costs, claims, injury, damage or loss are caused by the Company or their employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.

1.17 Variation

1.17.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the Terms of Use set out herein.

1.17.2 No variation of these Terms of Use shall be valid unless agreed in writing with the Airport Manager

1.18 Notices

1.18.1 A notice or other communication given to a party under or in connection with these Terms of Use:

1.18.1.1 Shall be in writing in English (or accompanied by a properly prepared translation into English);

1.18.1.2 Shall be signed by or on behalf of the party giving it;

1.18.1.3 Shall be sent to:

- in the case of a User of the Airport, to the last known address of the User,
- in the case of a User (being a company), to the company's registered office;

- 1.18.1.4 Shall be:
- delivered personally; or
 - sent by commercial courier; or
 - sent by fax; or
 - sent by pre-paid first-class post or recorded delivery; or
 - sent by airmail requiring signature on delivery.
- 1.18.2 If a notice or other communication has been properly sent or delivered in accordance with this paragraph, it will be deemed to have been received as follows:
- if sent by fax, at the time of transmission; or
 - if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
 - if sent by airmail, 5 days from the date of posting.
- 1.18.3 For the purposes of this paragraph:
- 1.18.3.1 all times are to be read as local time in the place of deemed receipt; and
- 1.18.3.2 deemed receipt under this paragraph is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.
- 1.18.4 To prove delivery, it is sufficient to prove that:
- 1.18.4.1 if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
- 1.18.4.2 if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted.
- 1.18.5 The provisions of this paragraph 17 shall not apply to the service of any process in any legal action or proceedings.
- 1.18.6 A notice or other communication required to be given under or in connection with these Terms of Use shall not be validly served if sent by e-mail.

1.19 Rights of third parties

A person who is not a party to these Terms of Use shall not have any rights under or in connection with them

1.20 Assignment

- 1.20.1 The User shall not without the prior written consent of the Company, assign, transfer charge, mortgage, subcontract or deal in any other matter with all or any of its rights or obligations under these Terms of Use.
- 1.20.2 The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

2. GLOSSARY

Aircraft	Includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores
Aircraft Parking Charges	means the charge referred to in The Fees and Charges
Airline	includes Operator, alliance/ codeshare partner, franchisee and a subsidiary carrier or operator
Airport	means City of Derry Airport
Air Transport Movement (ATM)	Means either a landing or a take-off movement for a commercial operation (please note that a commercial operation is one that includes one or more of the following flight classes: scheduled, charter, diversions and/or cargo)
Ambulance Flight	means any flights transporting a patient or human organ or organs
Airport Authority	Means the person(s) or body owning or managing in whole or in part City of Derry Airport
Apron Services	means the charges referred to in The Fees and Charges
ASDA	Accelerate-Stop Distance Available
Standard Landing Fees	means the charges referred to in section 1 of this document as amended or notified from time to time
Claim	includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature
CoDA	City of Derry Airport (Operations) Ltd
Company	means CoDA Operations Limited which shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means City of Derry Airport whose Registered Office is at City of Derry Airport, Airfield Road, Eglinton, Northern Ireland BT47 3GY or any successor or assignee of the Company for the time being.
Corporate Aviation	means national and international commercial aircraft movements that are not classified as general aviation, military, scheduled commercial or cargo and / or not handled through the terminal building.
Disabled Persons and Persons of Reduced Mobility Charge	means those referred to in section 1 of this document

Diverted Aircraft	means an Aircraft diverted from its intended Airport destination to City of Derry Airport.
Diverted Aircraft Final Destination Airport	means the final destination on any route from City of Derry Airport (non- stop service or multi sector service) that is reached without changing aircraft and/or flight number
FOC	means Free of Charge
Force Majeure	means the definition referred to in point 1.9 of the terms and conditions of use in this document
General Aviation	means all flights other than military, cargo, scheduled airline (both private and commercial).
Handling Agent	means any person, firm or company appointed by an Operator to perform any or all of the ground handling functions or an Operator who self handles.
HBO	Home Based Operator
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
LDA	Landing Distance Available
Loss	Loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.
Maximum Take Off Weight Authorised	Means the maximum weight of the Aircraft and its contents at which the aircraft may take off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However, if the certificate indicates a MTOW at which the Aircraft may taxi, that weight shall be taken to be the MTOW Authorised. Operators will be charged at the certified MTOW unless the Airport Finance Department is notified in writing prior to the movement of the reduced MTOW aircraft. Refunds cannot be issued retrospectively
MTOW	Maximum Take Off Weight
Operator	means the person, firm, or company for the time being having the management of an Aircraft
Out of Hours Surcharge	means charges referred to in point 1.4 of this document where an aircraft chooses to land or take off, fuel, manoeuvre or require handling outside the published opening hours of the Airport

Passenger	means Terminal Passengers, Transfer passenger or Transit Passengers
Passenger Aircraft	means an aircraft on which passengers are carried
QC Rating	means the Quota Count Rating. This is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data
Remote Stand	means an aircraft parking stand that has been designated as remote
Route	means any route from the Airport to the final Destination Airport
Scheduled Service	means services operated according to a published timetable, including those supplementary to them and open to use by members of the public
Service	means any Route operated to or from the Airport
Standard Landing Fees	means the charges referred to in point 1.4 of this document
Terminal Building	means the Departure Hall, Lounge, Boarding Gates and Arrivals Halls. It includes concourses, retail and catering outlets, aprons and other public areas or offices
Terminal Passenger	means a passenger joining or leaving an aircraft at the Airport. Terminal Passengers include Transfer and Transit Passengers
Terms	means the Terms and Conditions contained in Section 1
TODA	means Take-Off Distance Available
TORA	means Take-Off Run Available
Transfer Passenger	means a passenger identified by the Handling Agent who arrives at the airport by one aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another aircraft and is treated as a Terminal Passenger
Transit Passenger	means a passenger who arrives in and departs from the Airport on the same Aircraft
User	means a commercial operator or private user of an aircraft at the Airport