



Fees and Charges

Durham Tees Valley Airport (MME)

Schedule of Charges and Terms and Conditions of Use

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1. **AIRCRAFT CHARGES**

This document sets out Durham Tees Valley Airport Limited's ("the Company") Terms and Conditions of Use ("the Terms") and the Charges that will apply from the 1st April 2017. This document and fees can be updated at any time. All prices are exclusive of VAT, which is charged where applicable.

1.1.1 **Landing and Navigation Charges**

The Runway Charge is payable for all departing Aircraft and is assessed on the basis of the Maximum Take-Off Weight in tonnes. The Charges for Navigation Services at the Airport are incorporated into the Charges on Landing.

Aircraft Weight Category	Rate
Per 0.5 tonne up to 3 tonnes	£5.00 for each 0.5 tonne or part thereof
Over 3 tonnes	£19.00 for each tonne of part thereof

1.1.2 **Aircraft Parking Charges**

The Aircraft Parking Charge is payable for each uninterrupted period of parking on the Airport and is assessed on the Maximum Take-off Weight of the Aircraft and the time it is parked. First 2 hours are free.

Aircraft Parking Daily Rates	Rate
Less than 3 tonnes	£10.00 per day or part thereof
3-9.9 tonnes	£20.00 per day or part thereof
10-19.9 tonnes	£40.00 per day or part thereof
Over 20 tonnes	£2.00 per tonne, per 24 hours

1.1.3 **Passenger Charges - Charged Per Departing Passenger**

Passenger Charges	Rate
Domestic	£11.00 per departing passenger
International	£15.50 per departing passenger
Passenger Charges	Rate
Passenger Security Charge - Applies to all Passengers	£3.50 per departing passenger
Passenger Charges	Rate
Self-Check in Kiosk	£0.35 per departing passenger

Exemptions from the Passenger Charge

- Children under 2 years of age
- People on aircraft not operated for hire or reward.

1.1.4 Baggage Handling

DTVAL provides Airside Ramp & Baggage Handling services. These services are charged per tonne (or part thereof) of aircraft MTOW, per movement

Baggage Handling	Rate
Per 5 tonnes or Part Thereof	£9.00

1.1.5 Passenger With Reduced Mobility (PRM) Charge

The Company is required to provide PRM services in accordance with EU legislation. A PRM charge is payable for each passenger.

PRM	Rate
All Aircraft	£0.25 per passenger

1.1.6 Minimum Departure Charge

There is a minimum charge on departure applicable to all commercial flights over 20 tonnes.

Minimum Departure Charge	Rate
Per Departure	£300.00

1.1.7 Cargo Charges

For further information on Cargo flights at the airport, please contact us on aviation@peelairports.com

Cargo Charges	Rate
Aircraft & Cargo Handling	Please contact the airport for more information regarding Cargo Handling Fees
Ramp Throughput Fees	£0.03 per kilogramme (Minimum Charge of £25.00 applies)

1.1.8 Out of Hours Charges

DTVA is able to operate beyond the published opening hours; however operators requesting this service will incur the following surcharge.

Out of Hours Charges	Rate
Early or Late Extension	£500.00 per hour or part thereof

1.1.9 Commercial Training Fees

Operators wishing to undertake training without approved credit facilities must obtain approval for the type and duration of the training and make payment in advance.

Training flights by non-based operators must be approved by the Company prior to such training taking place.

Touch and Go or Go Around
<ul style="list-style-type: none">- 1st Touch & Go or Go Around charged at full landing rate.- Each subsequent Touch & Go / Go Around will be charged at 25% of the published Landing Charge.

The Airport is able to offer competitive pricing for regular training on a per hour or per day basis to suit your requirements. Please contact us at aviation@peelairports.com for more information regarding pricing.

For more information regarding training flights procedures and to book a slot call +44 (0) 7768 155678

2. **ANCILLARY CHARGES & ADDITIONAL SERVICES**

The Company is able to provide the following services on request. All prices are exclusive of VAT, which is charged where applicable. Please contact the Airport Duty Manager on 07768 155678 unless otherwise stated.

2.1 **RFFS (FIRE & RESCUE CHARGES)**

2.1.1 **Fire Category Upgrade**

The Company is able to provide fire cover up to and including Fire Category 9.

Fire Category 7	
First Hour	£200.00
Each Subsequent Hour	£75.00
Fire Category 8	
First Hour	£300.00
Each Subsequent Hour	£75.00
Fire Category 9	
First Hour	£500.00
Each Subsequent Hour	£125.00
Cancellation Costs	
Between 6 and 48 hours' notice:	
- Should an Operator request a Fire Category Upgrade and subsequently give notice than 48 hour hours cancellation notice period, the Operator will incur a £75 administration fee.	
Less than 6 hours' notice:	
- Should an Operator request a Fire Category Upgrade and subsequently gives less than 6 hours cancellation notice, the Operator will incur 50% of the costs of the Fire Category provision.	

2.1.2 **Additional Fire Services**

There is no charge in respect of fire vehicles attending emergencies.

FIRE SERVICES	
Fuel Standby	£265.00 per hour
Recovery of Equipment by Fire Tender	£265.00 per hour

2.1.3 **Spillage Cleaning Costs**

Airlines, Operators and Handling Agents, tenants or concessionaires causing, allowing or failing to report pollution may have to pay the cost of cleaning up or repairing any damage caused by them, their employees or their sub-contractors and agents.

SPILLAGE CLEANING COSTS	
Minimum Spillage Clean-up Costs	£305.00
Spillages Requiring Fire Tender	£535.00
Disposal of Contaminated Waste	£35.00 per unit

2.2 AIRCRAFT WASH STAND

AIRCRAFT WASH STAND	
Charged per Hour or part thereof	£60.00

2.3 HANGARAGE/ACCOMODATION CHARGES

The Company has a range of facilities available for our service partners to rent. Use of Hangars and / or accommodation at the Airport is available on an ad-hoc or long term basis. For more information, please contact the Airport's Property Department property@peelairports.com

Hangarage is available on an ad-hoc basis also, subject to availability at the following rates per 24 hour period or part thereof. Please contact the Airport Duty Manager for more information.

Aircraft Weight Category	
Less than 3 tonnes	£30.00
3t – 9.9t	£100.00
Over 10 tonnes	£150.00

2.4 WASTE DISPOSAL

The airport is able to offer a wide range of waste disposal, for further information please contact us.

WASTE DISPOSAL
- Disposal of Aircraft Waste.
- Disposal of large and small electric appliances, IT and telecomm equipment, consumer equipment, lighting equipment, electrical and electronic tools, monitoring/control instruments, medical devices, automatic dispensers.
- Disposal of general waste, office waste, catering waste, retail waste.

2.5 STAFF PASSES AND PERMITS:

All employees working at the Airport are required to be in possession of a valid pass / identity documents. The Airport Pass Office is open 09:00 – 17:00 Monday – Friday or can be contacted by telephone on 01325 331 004 or email passoffice@dtva.co.uk

PERMENANT STAFF PASSES	
Critical Part – 60 Day or 3 Year ID Pass	£85.00
Airside Area – 3 Year ID Pass	£85.00
Airside Area – 1 Year ID Pass	£35.00
Landside Area Pass	£85.00
Replacement of Lost or Stolen Pass	£130.00
Charged for Damaged Pass	£75.00
Pass Renewal	£75.00
TEMPORARY PASSES	
1-5 Day Pass (Valid for a maximum of 5 days)	£12.00
6-60 Day (Valid for a maximum of 60 days)	£85.00
VISTOR / CONTRACTOR PASSES	
Visitor Pass (with more than 48 Hours' notice)	£12.00
Visitor Pass (with less than 48 Hours' notice)	£22.00
Contractor Identity Pass (Valid for 12 months)	£35.00
TOOLS OF THE TRADE PASSES	
Tool / Equipment Permit Card (Valid for 3 Years)	£21.00
Tool / Equipment Permit Card (Valid for 1-5 days)	£10.00
SECURITY TRAINING / SECURITY REPORTS	
GSAT Training (required for all Pass Holders)	£35.00
Security Reports	£20.00
ADMINISTRATION CHARGES	
Change of Detail/Amendments	£25.00
Failure to return pass (within 14 days)	£50.00

2.7 AIRSIDE DRIVER AND VEHICLE PERMITS

All vehicles on the airport airside must display a valid AVP issued by the Airfield Operations Team.

AIRSIDE VEHICLE PERMITS (AVP)	
Full AVP (Valid for 6 months)	£60.00
Temporary AVP (Valid for 1-5 days)	£20.00
Replacement AVP	£60.00
AIRSIDE DRIVER PERMITS	
ADP – A Permit – Valid 3 Years	£95.00
ADP – M Permit – Valid 3 Years	£135.00
Refresher Course (Every 3 Years – if taken before Expiry date)	£80.00
Airside Familiarisation Course	£75.00
Replacement ADP	£95.00

2.8 EQUIPMENT & LABOUR CHARGES

Charged per hour or part thereof. Includes the cost of one operative where applicable:

EQUIPMENT & LABOUR	
Forklift: Max 4 Tonnes	£55.00
Mobile Passenger Steps	£55.00
HyLo	£105.00
Tractor Unit	£55.00
Road Sweeper	£55.00
Baggage Trailer	£55.00
Vehicle Escort	£60.00
Follow Me (per movement)	£30.00
Aircraft Marshalling (per movement)	£30.00
Staff Labour	£30.00
Ground Power Unit (per hour)	£100.00
Aircraft Tow – Under 3 t	£50.00
Aircraft Tow – Over 3 t	£75.00

2.9 TRAINING CHARGES

TRAINING CHARGES	
Airside H+S Course (For refresh every 3 years)	£75.00

3 CONTACT DETAILS

Airport Operations Team
+44 (0) 7768 155 678
dutymanagersdg@dtva.co.uk

General Enquiries
aviation@peelairports.com

Payment Enquiries
accountspayable@peelairports.com

Swissport Handling
mme.gh@swissport.com

Weston Aviation
+44 (0)1325 337733
durham@westonaviation.com

4. STANDARD PAYMENT TERMS

4.1 Credit Facilities

Credit facilities will only be extended to operators where approval has been granted by the airport company. All operators incurring fees must pay prior to departure from the airport. Application for credit facilities will be considered by the Airport Finance Department.

4.2 Cash/Credit Cards/Cheque payments

Visa/Access payments can also be made by phone to the Peel Finance Department on 0161 629 8200 during office hours. Please note that a fee of £2.50 will be charged on all card payments.

4.3 Credit Terms

Invoices are issued monthly and payment should be made within 30 days of invoice date.

4.4 Disbursement Fee

Please note that the airport company will apply disbursement fee of 15% where applicable.

4.5 Dispensation

Durham Tees Valley Airport Limited may at its discretion dispense wholly or in part with any charge payable under this scale if satisfied that it is in the interests of Durham Tees Valley Airport Limited to do so in the particular case.

4.6 Interest

Interest will be charged at 3% above the Bank of England base rate on any account not paid within the credit terms.

4.7 Minimum Charge

On all transactions related to the Fees and Charges, there will be a minimum charge of £25.00 (+ VAT) for credit invoices.

4.8 Terms

All credit accounts are payable within 30 days of the date of the invoice.

5. GENERAL PROVISIONS

The use of the Airport is subject to the further Terms and Conditions. All Operators shall comply with all reasonable instructions, orders and directions published from time to time by the Company.

- 5.1 The Company reserves the right at any time to amend, vary or discharge these Terms and Conditions upon giving notice.
- 5.2 The Company reserves the right to review the Airport Charges, the application of the Airport Charges and/or the qualifying conditions in respect of the Airport Charges or any Rebate and/ or Incentive from time to time.
- 5.3 The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. Durham Tees Valley Airport Limited draws the attention of potential users of the Airport to paragraph 6.6 of these Conditions of Use which excludes their respective liability in certain circumstances.
- 5.4 Under Section 88(1) of the Civil Aviation Act 1982 the Company is entitled to detain and sell aircraft in respect of Airport Charges. Section 88(1) provides as follows:

“Where default is made in payment of Airport Charges incurred in respect of any aircraft at an aerodrome to which this section applies the aerodrome authority may (subject to the provisions of this section):

- a) detain pending payment either:
 - (i) the aircraft in respect of which the charges were incurred whether or not they were Incurred by the person who is the Operator of the aircraft at the time when the detention begins; or
 - (ii) any other aircraft of which the person in default is the Operator at the time when the detention begins; and
- b) if the Airport Charges are not paid within 56 days of the date when the detention begins; sell the aircraft in order to satisfy the charges”.
- c) so long as an Aircraft shall be upon the Airport or upon any land within the Airport allotted by or rented from the Company, the Company shall have (under the Civil Aviation Action 1982) a continual lien both particular and general upon the Aircraft, for all Charges of whatsoever nature and whensoever incurred, which shall be or become due and payable to the Company in respect of that Aircraft or in respect of any other Aircraft of which the person in default is the Operator at the time when the lien is exercised and all such Charges shall be deemed to be in default for the purposes of S88 of the Civil Aviation

Act 1982 from the date incurred until payment in full is made. The said lien shall not be lost by reason of the Aircraft departing from land in control of the Company but shall remain exercisable any time the Aircraft has returned to and is upon any such land so long as any of the said Charges whether incurred before or after such departure, remain unpaid.

- 5.5 Attention is drawn to paragraph 6.2.2 of the Conditions of Use under which the Company is entitled to charge interest on overdue accounts.
- 5.6 In the interests of safety and managing performance standards, each Operator and Airline will, as a condition of operating at the Airport, only contract with Handling Agents who have entered into the Company's Ground Handling Licence. The Licence contains the Company's requirements for operating ground handling services at the Airport and when signed on behalf of the Handling Agent and The Company confirms that those requirements are in place.

6. GENERAL CONDITIONS OF USE

6.1 The use of the Airport is subject to the following conditions:

6.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and

6.1.2 Compliance with Airport Byelaws, instructions orders as published from time to time by the Company, the Civil Aviation Authority, the DfT or UK Border Authority.

6.2 The Operator shall pay the appropriate Charges for the landing, parking or housing of aircraft, as amended from time to time. The Operator shall also pay the appropriate charges for any supplies, services or facilities proved to him or to the aircraft at the Airport by or on behalf of the Company; the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) by those as may from time to time be determined by the Company. All Charges shall be payable to the Company on demand and, whether a demand has been made or not, before the aircraft departs from the Airport.

6.2.1 The Company may, at its sole discretion, permit the operation to pay the sums referred to in paragraph 6.2 either:

- a) in accordance with terms for payment agreed in advance and in writing between the Company;
- b) and the Operator; or
- c) in accordance with terms for payment included in the invoice for such charges rendered by the Company to the Operator.

Provided that if the Operator fails to make payment in accordance with the terms of any such agreement or the terms of any such invoice or if the Operator or any other person commence any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the sums due under paragraph 6.2 all such sums shall become immediately payable.

6.2.2 The Company may in addition to the sums payable under paragraph 6.2 charge interest on all such sums if the Operator fails to pay such sums, either:

- a) prior to leaving the Airport;
- b) in accordance with terms agreed in writing between the Company and the Operator;

- c) in accordance with the terms for payment included in any invoice submitted to the Operator; or
- d) on the date that any sums became immediately payable under the proviso to paragraph 6.2.1.

as the case may be and such interest shall be calculated from the date upon which the charges to which it relates were incurred until the date of payment of the charges (both dates inclusive) at the base rate of Barclays Bank plc., or each day that such interest is payable plus 2% and such interest shall be paid at the same time as the charges to which it relates. Such interest shall be a charge payable in addition to the charges payable under clause 6.2.

6.3 So long as the aircraft, its parts and accessories shall be at the Airport or upon any land within the Airport allotted by or rented from the Company. The Company shall have a continual lien both particular and general for all Charges of whatsoever nature and whensoever incurred which shall be or become due and payable to the Company upon either:

- a) The aircraft its parts and accessories in respect of which the Charges were incurred whether or not they were incurred by the person who is the Operator at the time when the lien is exercised; or
- b) Any other aircraft, its parts and accessories of which the Operator in default is the Operator at the time when the lien is exercised and the right to a lien will not be lost because the aircraft departs from the land under the Company's control but shall continue and be exercisable when the aircraft has returned to land at the Airport so long as any of the said Charges, remain unpaid.

6.4 If payment of any such Charge is not made to the Company within 56 days after a letter demanding payment has been sent by post addressed to the registered owner of the aircraft at any place at which he carries on business, the Company shall be at liberty to exercise the rights in clause 6.3.

6.5 For scheduled services and any programmed charter service, the Company may require adequate security to be provided for the payment of Airport charges estimated to be payable for a period of up to six months in respect of such services prior to such services commencing.

6.6 The Company, nor its respective servants or agents shall be liable for loss of or 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, or being removed or dealt with elsewhere for the purpose of paragraph 6.4, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of PAL or,

the Company or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

- 6.7 The Operator or its appointed handling agent shall furnish to the Company or to such other company as the Company may direct, in such forms as the Company may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the Airport within 24 hours of each of these movements, including information about the number of terminal arriving, departing and transit passengers and the volume of cargo and mail embarked and disembarked at the Airport, together with the name and address of the Operator who is to be invoiced.
- 6.8 The Operator or its appointed handling agent shall also furnish on demand in such form as the Company may from time to time determine details of the maximum total weight authorised in respect of each aircraft owned or operated by the operator.
- 6.9 The Operator or its appointed handling agent shall also furnish without delay details of any changes in maximum total weight authorised in respect of each aircraft owned or operated by the operator.
- 6.10 Where the Operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, the Company shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum total weight authorised and the maximum passenger capacity of the aircraft type. The Operator shall pay the charge assessed by the Company.
- 6.11 The Operator or its appointed handling agent shall furnish to the Company within 28 days of written request made by the Company 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. This provision 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 copies of such documents.
- 6.12 The Operator shall not without the written consent of the Company be entitled in respect of any claim he may have against the Company or otherwise to make any set-off against or deduction from the charges provided for in these Conditions. The Operator must pay such charges in full pending resolution of any such claim.

7. Landing Charges

- 7.1 Charges for the landing of aircraft are shown in the Schedule of Charges.
- 7.2 The Runway Charge on Landing will be assessed and payable on the basis of the Maximum take-off weight authorised.

8. Surcharges

8.1 Exceptional Policing Requirements:

Where any flight imposes an additional policing requirement over and above the services normally provided at the Airport, the Airport Director, or his nominated deputy, may require the Operator to pay a charge equivalent to the additional identified cost of policing that flight.

8.2 Exceptional Operational Requirements:

Where a flight imposes operational constraints, the Airport Director, or his nominated deputy may require the Operator to pay an additional charge.

8.3 De-icing:

Operators using the Airport during the winter schedule must have a contract in place for de-icing of their aircraft with an approved supplier, where a flight is diverted to the Airport and the Operator does not have a contract the Airport will provide services subject to payment of the appropriate charges.

9. Housing and Parking Charges

- 9.1 The charges for parking of aircraft at the Airport will be assessed and payable on the basis of the maximum total weight authorised (see paragraph 1.1.2).
- 9.2 The Parking Charges will be based on the total number of days or part days that the Aircraft has been parked on areas designated as Airport.
- 9.3 These Charges will apply whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.
- 9.4 The standard Charges for parking an aircraft will be assessed and payable in accordance with the Charges set out in the Schedule of Charges.
- 9.5 The Airport Director, or his nominated deputy, may at any time order an Aircraft Operator either to move a parked aircraft to another position or remove it from the Airport for safety or operational reasons. Failure to comply with the order within the period specified will render the Operator liable to a special charge which will be notified to the aircraft Operator at the time of the request to move the aircraft.

- 9.6 No Aircraft will be accepted for long term parking (48 hours plus) unless agreement has been obtained in writing from the Airport Director or his nominate deputy.

10. PRMS

- 10.1 The Company shall provide (whether by itself or its sub contactor(s)) a service for all disabled persons and persons with reduced mobility from the designated point of arrival at the Airport to the Aircraft and from the Aircraft to a designated point of departure from the Airport. For the purpose of this paragraph the persons entitled to benefit from this service are as defined in Regulation (EC) No 1107/2006.
- 10.2 The Operator shall pay the appropriate Charge (PRM Charge) to the company in respect of the Company providing the service to disabled persons and persons with reduced mobility as published herein or a notified from time to time.

11. Discounts

The Company welcomes longer term agreements with Operators and as such Operators may apply to the Company for discounts for the operation of new services to new destinations or for increased frequencies to existing destinations. Such discounts need to be agreed in writing with the Company prior to the commencement of services.

The granting of all discounts and payment methods required shall be at the total discretion of the Company.

12. Value Added Tax

The Charges stated herein are exclusive of any Value Added Tax which may be chargeable in accordance with the provisions of the Value Added Tax 1994.

13. Dispute Resolution

- 13.1 The Operator shall not, without the prior written consent of the Company, be entitled in respect of any Claim it may have against the Company to make any set-off against or deduction from the Charges. All Charges must be paid in full pending resolution of any such Claim.

14. Authority to Board Aircraft

- 14.1 The Company, its employees, 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 any Operator to pay any costs incurred by it in doing so.

15. Recovery/Removal of Aircraft

- 15.1 The Company shall have the right to remove or require the removal of any Aircraft from any part of the Airport where that Aircraft is in the reasonable opinion of the Airport Director in anyway impeding the safe and efficient operation of the Airport. This includes the removal of an aircraft from any aircraft parking stand where in the opinion of the Company the removal of that aircraft will enable a more efficient Airport operation.
- 15.2 The obligation to remove any aircraft is an obligation of the Operator of that aircraft who shall take steps to remove any such aircraft immediately upon receiving written notice from the Airport Director or nominated representative requiring such removal. Should an Airline/Handling Agent refuse to comply with a reasonable request to move the Aircraft for the purposes of 15.1, the Company shall be entitled to charge an additional fee a charge of eight times the published charge applicable to the aircraft type.
- 15.3 The Operator shall fully and effectively indemnify and hold harmless the Company from and against any and all loss damage costs liabilities and expenses howsoever incurred as a result of any removal or failure to remove an aircraft pursuant to use 15.2.
- 15.4 If the Operator is unable to comply with a Notice given by the Airport Director the Operator may request the Company to carry out the removal provided that the Operator shall enter into an indemnity in respect of all the costs of such removal and in request of any loss damage costs liabilities and expenses which may be suffered or incurred by the Company in carrying out such removal and including any liability for loss or damage to property including that of the Company for or in respect of bodily injury (including death) which may be made against the Company and a waiver and exclusion of any liability on the part of the Company to the Operator for loss or damage caused to the aircraft by such removal other than any which is property attributable to the wilful misconduct of the Company, its servants or agents. Such indemnity to be in a form reasonably required by the Company.
- 15.5 The Company reserves the right at its discretion to carry out such aircraft removal where in the opinion of the Airport Director time is insufficient to submit a Notice pursuant to Clause 15.2 and safety at the Airport is jeopardised.
- 15.6 The Operator shall fully and effectually indemnify and hold harmless the Company against any and all loss damage costs liabilities and expenses that may be suffered and incurred by the Company in carrying out any aircraft removal pursuant to Clause 15.5.

16. General

- 16.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge these terms and conditions of use.
- 16.2 Any enquiries should be addressed in the first instance to the Company Secretary's office.
- 16.3 The Contracts (Rights of Third Parties) Act 1999 is specifically excluded from the Terms.

17. Governing Law

- 17.1 These terms and conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

18. Legal Liability / Insurance

- 18.1 Each Operator, Airline and Handling Agent are, in addition to and without prejudice to the indemnities contained in the Terms, prior to the provision of service / operations at the Airport, required to:
 - a) take out and maintain a policy in respect of comprehensive legal liability insurance covering the liability of the Operator, Airline or Handling Agent covering all Claims, including all airside locations / activities and for personal injury to or death of persons, damage to property including airside motor vehicle operation, war and terrorism cover all arising out of or in the course of or by reason of the supply of the operations / services and which insurance shall cover any legal liability which may be incurred by the Operator, Airline or Handling Agent or any of its employees or agents in respect of any Loss or Damage to any property (whether real or personal to whomsoever belonging and including any financial or consequential loss) of whatever nature and howsoever arising in connection with the operations / services;
 - b) ensure that the actual level of insurance cover purchased is at a level which will be determined according to type / location of the operation / service to be provided and will be advised to the Operator, Airline or Handling Agent on request but in any event the insurance shall fall within the following bands:
 - (i) not less than £50,000,000 GBP (Fifty Million Pounds) public liability unless an alternative limit has been agreed by the company subject to type / location of operation / service;
 - (ii) unlimited liability in respect of non-airside private motor vehicle bodily injury / private motor vehicle property damage;

- (iii) not less than £5,000,000 GBP (Five Million Pounds) commercial vehicle third party property damage;
- (iv) not less than £10,000,000 GBP (Ten Million Pounds) employers' liability.

18.2 The minimum sums insured shall apply in respect of any one occurrence or series of occurrences arising out of one event but unlimited during the period of the policy.

Appendix 1

1. Definitions and Interpretation

- 1.1 Words denoting the singular number only shall include the plural and vice versa.
- 1.2 Words denoting the masculine gender include the feminine and neuter and vice versa. The expression 'persons' shall include any individual, partnerships, joint ventures, firms, businesses, companies, unincorporated associations and corporations and vice versa.
- 1.3 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and all statutory instruments made pursuant to it.
- 1.4 These Terms shall be governed by and construed in accordance with, the laws of England.
- 1.5 All disputes arising out of or relating to the Terms shall be subject to the exclusive jurisdiction of the English Courts.

2. 'Airport' means Durham Tees Valley Airport;

'The Company' shall mean Durham Tees Valley Airport Limited whose registered office is at Peel Dome, The Trafford Centre, Manchester, M17 8PL

'Operator' in relation to an aircraft, means the person for the time being having the management of that aircraft.

'Flight' has the same meaning as the Air Navigation Order, 1989 as amended.

References to a 'Certificate of Airworthiness' shall include any validations therefore and any flight manual or performance schedule relating to the aircraft.

'Maximum Take Off Weight' in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.

'Flight Classification' means classification within the following categories:

'Domestic Flight' means a flight where the Airport of both take-off and landing are the United Kingdom, Channel Islands or the Isle of Man (but

excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas.

‘International Flight’ means all flights other than Domestic Flights.

‘Passenger’ means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

‘International Departing Passenger’ means any passenger who boards the aircraft through the International Departure Lounge at the Airport of departure or whose destination is a place outside the United Kingdom, Channel Islands or the Isle of Man. This definition will be applied in all cases for determining departure passenger charges notwithstanding that such a passenger may be travelling on a domestic flight as defined in paragraph 1.6.1 above.

‘Transfer Passenger’ means a passenger who arrives in an aircraft and departs from the Airport on an onward flight in another aircraft. Transfer passengers will land at Durham Tees Valley, check in as appropriate and follow the normal departure process. Baggage for all transfer passengers will be subject to hold baggage screening requirements as directed by the Department for Transport (“DfT”).

‘Transit Passenger’ means a passenger who arrives at the Airport in an aircraft and departs from the Airport in the same aircraft, where such an aircraft is operating a through flight transiting the Airport, and includes a passenger in transit through the Airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

‘Terminal Departing Passenger’ means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.

‘The Time of Landing’ means the time recorded by Air Traffic Services as the time of touch down of an aircraft and the **‘Time of Take-Off’** means the time recorded by Air Traffic Services as the time when the aircraft is airborne.

‘Air Transport Movements’ are landings and take-offs of an aircraft engaged in the transport of passengers, cargo or mail on commercial terms. All scheduled and loaded charter movements are included. For the purpose of these statistics where flights are operated on a sub-charter basis the Operator is identified according to the flight number.

‘General Aviation Flight’ means any flight (except military) which is not a scheduled or non-scheduled service.

‘Passenger with Reduced Mobility’ means any arriving or departing passenger with reduced mobility or other disability as defined by Section 1 of the Disability Discrimination Act 1995.