

Carlisle Airport

Terms and Conditions of Use

With effect from 1st May 2014

1. Definitions

- 1.1. The 'Airport' means all that area comprising Carlisle Airport at Carlisle, Cumbria which is operated by or under the control of the company. The term 'airport' is interchangeable with the terms 'airfield', 'airstrip', 'aerodrome' or such similar terms.
- 1.2. The 'Company' is Stobart Air limited of Stretton Green Distribution Park, Langford Way, Appleton, Warrington, Cheshire (Registration number 04185647).
- 1.3. The 'Operator' is the person or organisation that is the owner or user of an aircraft.
- 1.4. The 'Conditions' are these Terms and Conditions. They also include any Rules or Regulations relating to the use of the Airport and any orders, instructions, directions, requirements or byelaws made by the Company.
- 1.5. Words importing the singular shall include the plural and vice versa, and words importing any particular gender shall include all others genders and reference to person include Consumers or Businesses.
- 1.6. 'Aircraft Parking' shall mean parking facilities for aircraft either in the open air or within a hangar.
- 1.7. 'Consumer' shall mean someone who does not deal as a business.
- 1.8. 'Airside' shall mean all the part of the airport used for the movement of aircraft and include all runways, taxiways and apron areas. Airside is separated from landside by fencing and access is restricted to authorised persons only.

2. Use of the Airport and its Facilities

- 2.1. The use of the Airport by the Operator is subject to these terms and conditions.
- 2.2. The Company may vary these Terms and Conditions from time to time as it sees fit. Any such variations will be brought to the attention of the Operator and will be binding on the Operator. Variations will be notified by issue of the amended Terms and Conditions to Operators, by post at their last notified address or by email at their last notified email address.
- 2.3. The Company has the exclusive right to provide any service which it sees fit. Any such variations will be brought to the attention of the Operator. Any Operator wishing to provide the same, similar or different services must first submit a written application to the Airport Management of the Company for due consideration.

3. Fees and Charges

- 3.1. The Fees and Charges payable are those contained within the Airport's published Schedule of Fees and Charges which may vary from time to time as the Company sees fit. Any such variations will be brought to the attention of the Operator and will be binding on the Operator. Variations will be notified by issue of the amended Schedule of Fees and Charges to Operators, by email at their last notified email address, not less than 21 clear days before the implementation of the variation.

- 3.2. Concession rates will not be granted without written application and will apply only when agreed by the Airport Management in writing. In the event of there being no application for concession rates, the daily covered or open parking fee and single landing fee as appropriate will apply.
- 3.3. A copy of the Airport's Schedule of Fees and Charges is available on request from Airport Management.

4. Payment

- 4.1. The Operator shall pay the appropriate fees and charges for the landing, parking or housing of aircraft. The Operator shall also pay for any supplies, services or facilities provided to them or the aircraft company. All such charges shall be paid before the aircraft leaves the Airport.
- 4.2. Payment of any unpaid fees and charges shall be due by the 30th (thirtieth) day after dispatch of the Company's invoice to the Operator either by post at their last notified address or by email at their last notified email address.

5. Outstanding Fees and Charges

- 5.1. In the event that any fees and charges remain outstanding after 30 days or where the Company is aware that the Operator is unable to pay such outstanding fees and charges, the Company may seek payment through any means it deems appropriate. This can include court proceedings; alternatively the Company may exercise the right to retain possession (known as a LIEN) over any of the Operators property at the airport. The Company shall be entitled to continue charging fees and charges for any Airport services still being used during the period of the exercise of the LIEN.
- 5.2. The Company shall be entitled to charge interest on any sum outstanding after the 30 day period. This shall be at the rate of 4% above the Bank of England Base Rate existing at the time, such interest will accrue daily.
- 5.3. If fees, charges, costs or liabilities in respect of which a LIEN is exercised remain outstanding after expiry of any time allowed under the LIEN, the Company shall notify the Operator by first class post at their last notified address on the appropriate Register of aircraft in the State of Registration of the aircraft, a notice demanding payment within 14 days of dispatch of the letter. In the event that payment remains outstanding thereafter, the LIENED aircraft or property shall remain in the possession of the Company and the Company may sell all or some of the Operator's goods to recover unpaid fees, charges, costs or liabilities. The Company can only do this after giving the Operator 30 days' notice that they intend to do so. If the Company do sell any of the Operator's goods and the proceeds are greater than the amount owed to the Company, the Company will pay the Operator any excess amount after taking off the cost of selling the goods.

6. Liability of the Company and the Operator

- 6.1. Where the Operator is a Consumer, as defined in the Unfair Terms in Consumer Contracts Regulations 1994, the Company will in no circumstances be liable to the Operator for any physical or economic damage or loss, or any other loss or damage of any kind to persons or property, except where such loss or damage could have been reasonably foreseen by the Company or was caused by negligence on the part of the Company, its agents or employee. In the event that you are using the Airport in part for commercial purposes then no liability for loss of profits or other economic loss arising out of a breach of the agreement can be accepted.

6.2. The Operator shall insure and keep insured the Company in respect of any claim or claims arising from the death, personal injury or loss or damage of any kind whether direct or indirect as a result of negligence, breach of contract or breach of statutory duty on the part of the Operator to any person acting on their behalf or for whom they are responsible while at the Airport.

7. Insurance

7.1. The Operator in furtherance of their obligations under these Terms and Conditions agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the Operator at the Airport in such amounts as to comply with EC Regulation 785/2004 (or any subsequent relevant legislation), or such higher amount as shall be reasonable according to the size and type of aircraft operated and the type of operation being undertaken, and shall produce to the Company sufficient documentary proof of such insurance including the security thereof.

7.2. In respect of any vehicle which may use or operate on that part of the Airport which is or has been designated as 'Airside', the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks such amount being not less than FIVE MILLION POUNDS (£5,000,000) in the case of a Consumer or FORTY MILLION POUNDS (£40,000,000) otherwise. Evidence of such insurance shall be produced to the Company or its duly authorised representative on request.

7.3. The Operator shall at all times fully insure and keep insured the Company against any breach of this Clause 7 but without prejudice to any other rights the Company has under these Terms and Conditions whether they are enforced by the Company or not.

8. General

8.1. Aircraft parking facilities (hangar or open air) are only available by prior arrangement with the Airport Management and subject to these Terms and Conditions. Aircraft will not be accepted for parking unless the appropriate arrangements have been made in advance. Aircraft parking (hangar or open air) is not secure parking.

8.2. Within 24 hours the Operator or his appointed handling agent shall provide the Company with information the Company from time to time may require and determine relating to the movements of aircraft handled by the handling agent at the Airport.

8.3. Assistance with the movement of aircraft into and out of hangars may be available during the Airport's published hours of operation. When assistance is not available, responsibility for the movement of aircraft into and out of hangars rest with the operator having need to move aircraft for their own use or for access to other aircraft.

8.4. Operators of aircraft in hangar parking must ensure that the aircraft is parked with the wheels chocked and the parking brake off (and with tow bar in position if appropriate), in order that the aircraft may be moved, should this be necessary.

8.5. Operators of aircraft in hangar parking should be aware that the hangars may be used for military exercises or other activities for periods during the year. Alternative open air or covered (if available) parking will be provided.