
GLOUCESTERSHIRE AIRPORT LTD



BYELAWS 2014

AND

TERMS & CONDITIONS OF USE

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Company Byelaws

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1. ADMINISTRATION

1.1 Name and address of Aerodrome

Gloucestershire Airport Limited
Staverton
Cheltenham
Gloucestershire
GL51 6SR

1.2 Contact Details

Switchboard	01452 857700
Administration	01452 857700 ext 248
Accounts	01452 857700 ext 224/225
Fax (Admin)	01452 714593
Fax (Briefing)	01452 715174

Email	info@gloucestershireairport.co.uk
Website	www.gloucestershireairport.co.uk

1.3 Licensee

Gloucestershire Airport Limited

1.4 Address of Licensee

Gloucestershire Airport Limited
Terminal Building
Staverton
Cheltenham
Gloucestershire
GL51 6SR

2. GLOUCESTERSHIRE AIRPORT LIMITED BYELAWS 2014

- 2.1 Gloucestershire Airport Limited, in exercise of powers conferred by sections 63 and 64 of the Airports Act 1986 and section 37 of the Criminal Justice Act 1982 and of all other powers enabling it in that behalf, hereby makes the following byelaws which shall apply within Gloucestershire Airport.

3. INTERPRETATION

- 3.1 In these byelaws:-

The Airport means the area of land for the time being constituting Gloucestershire Airport;

The Managing Director means the person for the time being employed by the company to be in charge of the airport and includes any person acting as his appointed representative in charge of the airport;

An Airport official means the Managing Director and any person authorised in writing by the Managing Director on behalf of the company pursuant to subsection 63(4) of the Airports Act 1986;

The Company means Gloucestershire Airport Limited and where the context so requires references in these byelaws to the company shall include a reference to any successor to Gloucestershire Airport Limited as operator of the airport.

Designated shall mean an area or position on the aerodrome notified by radio message, surface markings, or signals or verbal instructions by an airport official.

Notice means any notice erected by or on behalf of the company;

Vehicle means any vehicle, conveyance or trailer but does not include an aircraft

- 3.2 These byelaws may be cited as the Gloucestershire Airport Limited Byelaws 2014

4. REVOCATION OF PREVIOUS BYELAWS

- 4.1 The Byelaws relating to Gloucestershire Airport and dated July 2005 are hereby revoked.

5. AERODROME MANUAL

- 5.1 In accordance with the Air Navigation Order; Gloucestershire Airport is licensed as a 'Public Use' Aerodrome of which the Company is the Licensee. . It is a condition of this Licence that the operational procedures are laid down in an Aerodrome Manual, which is published by Gloucestershire Airport pursuant to Article 211, and Schedule 12 of the Air Navigation Order. The provisions of the Manual must be met in relation to all flights when the Airport is notified as being open, or at other times when aircraft using the airport are engaged on flights requiring the use of a licensed aerodrome.
- 5.2 The Aerodrome Manual is the principal document providing all information and instructions to aerodrome operating staff as defined in Article 211(11). For the purposes of these Byelaws aerodrome operating staff means all persons, whether or not employed by the Company whose duties are concerned with ensuring that the airport is safe for use by aircraft, or whose duties require them to have access to the aerodrome manoeuvring area or aprons.

6. AIRCRAFT

- 6.1 No person shall without reasonable excuse place an aircraft other than in the place and position designated.
- 6.2 No person shall without reasonable excuse fail to tie down properly or otherwise secure any stationary aircraft which is not in a hangar.
- 6.3 No person shall run an aircraft engine in a hangar or in an area other than that designated by the airport Managing Director.
- 6.4 No person shall enter or climb upon, or attempt to enter or climb upon, any part of any aircraft without the authority of the person in charge of it or otherwise without lawful authority or reasonable cause or excuse.
- 6.5 No person shall tamper with any aircraft or anything used in connection with any aircraft without lawful authority or reasonable cause or excuse.

7. ACCESS TO THE AIRPORT

- 7.1 No person shall fail to comply with any notice displayed by the company prohibiting or restricting access to any building, road or any part of the airport.
- 7.2 No person shall allow any vehicle, animal or thing to be on the airport, or any part thereof after its presence on the airport has been forbidden by a constable or an airport official, or after having been required by a constable or an airport official to remove it, provided that the constable or an airport official has reasonable grounds to believe that its presence has been responsible for or is about to be responsible for a breach of a byelaw or for a criminal offence.
- 7.3 No person shall enter or remain on the airport, or any part thereof after having been prohibited from entering or been requested to leave by an airport official or a constable, who has reasonable grounds to believe that his presence has been responsible for or is about to be responsible for a breach of a byelaw or for a criminal offence.
- 7.4 No person shall enter the airport other than to make proper use of the airport, or its facilities in a lawful manner and in compliance with these byelaws.
- 7.5 No person shall enter or leave the airport otherwise than through a gate or entrance for the time being provided by the company for that purpose.

8. AIRPORT PROPERTY AND PREMISES

- 8.1 No person shall, except in the case of an emergency, intentionally operate any switch or lever of any apparatus or equipment used by the company upon or near which is displayed a notice stating that it is intended only to be operated in case of emergency.
- 8.2 No person shall in the airport drop or leave litter other than in a receptacle provided by the company for such purpose.
- 8.3 No person shall climb any wall, fence barrier, railing or post.
- 8.4 No person shall graze animals without the permission of the company.
- 8.5 No person shall erect, place, or alter any structure or other property (including any notice) on any part of the airport.
- 8.6 No person shall tamper with or misuse, or attempt to tamper with or misuse, any conveyor belt, power-operated gangway, or any mechanical, electrical or electronic apparatus without lawful authority or reasonable cause or excuse.

- 8.7 No person shall enter or board or attempt to enter or board any vehicle, truck, trolley or aircraft steps or tamper with the brake or other part of its mechanism without lawful authority or reasonable cause or excuse.
- 8.8 The sale of goods from vehicles or mobile units is prohibited. No person shall attempt or encourage others to sell goods from any vehicle, structure, stand or unit - mobile or otherwise - without the express permission of Gloucestershire Airport.

9. ELECTRONIC AND RADIO TRANSMITTING AND RECEIVING APPARATUS

- 9.1 No person shall operate or use any radio transmitter or other thing capable of radiating electrical interference, in such a way as to interfere with or endanger, or be likely to interfere with or endanger, the operation of any communications or navigation systems at the airport.
- 9.2 No person shall tamper or interfere with or misuse any apparatus provided for transmitting and receiving messages or other telecommunications apparatus or navigational or landing equipment provided for the use of the airport.
- 9.3 No person shall by operating or causing or suffering to be operated any wireless set, gramophone, amplifier, tape recorder or similar instrument or any musical instrument make, cause or suffer to be made any noise which is so loud or so continuous or repeated as to give reasonable cause for annoyance to other persons at or on the airport.

10. PREVENTION OF FIRE

- 10.1 No person shall smoke or bring a naked light into or light any naked light in any place:
- a) where any such act is prohibited by notice; or
 - b) within 15 metres of any aircraft or any liquid fuel, gas, explosives or other highly flammable material.
- 10.2 No person shall light a fire other than in a place constructed for that purpose.
- 10.3 No person shall intentionally obstruct any emergency exit on any part of the airport.
- 10.4 No person shall use, cause or permit to be used any vehicle unless the fuel and exhaust systems are at all times such that no danger is caused or is likely to be caused to persons, aircraft or property.

10.5 Smoking is only permitted within designated areas of the airport and strictly prohibited airside.

11. CONTROL OF VEHICLES

11.1 The following prohibitions apply on any part of the airport to which the Road Traffic enactments do not apply:-

- a) No person shall drive, park or leave a vehicle on any such part of the airport to which the Road Traffic enactments do not apply unless there shall be in force an appropriate extension of the insurance for the vehicle which covers use of the vehicle on such parts.
- b) No person shall without the permission of the airport Managing Director drive, park or leave a vehicle elsewhere than in a place provided for that purpose.

11.2 No person shall:

- a) Drive a vehicle dangerously;
- b) Drive a vehicle without due care and attention, or without reasonable consideration for other persons using the airport; or
- c) drive a vehicle at a speed in excess of 30mph or such other speed indicated on a notice erected in a conspicuous and appropriate position, which shall not in any event be less than 10 mph; and for the purposes of this byelaw, ~~dangerously~~ shall have the meaning in Section 2A of the Road Traffic Act 1988.

11.3 No person shall use, cause or permit to be used, any vehicle or trailer for any purpose likely to cause danger to any person, property or aircraft.

11.4 No person on foot, or whilst driving or propelling a vehicle shall, except in the case of an emergency, neglect, fail or refuse to comply with an indication or direction given by a constable or an airport official where the indication, direction or notice is given or erected for the purpose of preventing an obstruction within the airport, or regulating vehicular traffic within the airport, or prohibiting or restricting access to any part of the airport.

11.5 No person shall, except in the case of an emergency, leave or park a vehicle or cause it to wait for a period in excess of the permitted time in an area where the period of waiting is restricted by notice.

11.6 No person in charge of a vehicle or trailer shall, except in the case of an emergency, cause or permit the vehicle or trailer to stand so as to cause any obstruction, or so as to be likely to cause danger to person, aircraft or property.

- 11.7 No person shall use, cause or permit to be used any vehicle failing to comply in any way with lighting, braking, steering, and electrical requirements which apply to that type of vehicle when on a road to which the Road Traffic enactments do apply, including the maintenance and adjustment of the brakes, steering gear and lights.
- 11.8 No person shall use, cause or permit to be used any vehicle or trailer in such a manner as to cause or be likely to cause damage or nuisance to any person in or on any part of the airport;
- 11.9 No person shall cause or permit except in the case of an emergency, any vehicle, trailer, aircraft servicing equipment or persons to enter that part of the airport licensed for the surface movement of aircraft including runways, aprons and taxi-ways and any part of the airport provided for the maintenance of aircraft except those parts specifically notified by the company for use of such vehicle, trailer or aircraft servicing equipment or persons.

12. PREVENTION OF NUISANCES

- 12.1 ~~No~~ person shall permit a dog or other animal to enter or remain on any part of the airfield without the written consent of the Airport, unless the dog or animal is:
- a) on a lead or contained in a purpose-made cage/container, and
 - b) being taken on a direct route from landside to an aircraft awaiting departure (or vice-versa upon the aircraft's arrival), and
 - c) kept within the airport building and the apron area providing airside access, and
 - d) restrained from behaviour giving reasonable grounds for annoyance or nuisance.
- 12.2 ~~Airfield~~ and ~~airside~~ means any part of the airport that is used for the operation, storage or activity of aircraft.
- 12.3 No person shall, without reasonable excuse, conduct their business or behave in a manner that gives reasonable grounds for annoyance.
- 12.4 No person shall in the airport:
- a) Intentionally obstruct any airport official in the proper execution of his duties;
 - b) Intentionally obstruct any person carrying out an act which is necessary to the proper execution of any contract with the company; or

- c) Intentionally obstruct any other person in the proper use of the airport, or behave so as to give reasonable grounds for annoyance to other persons in the airport.

12.5 A person shall, if so requested by a constable, or an airport official state his correct name and address and the purpose of his being on the airport.

13. DANGEROUS AND HAZARDOUS MATERIALS

13.1 No person shall bring onto or into the airport any dangerous, hazardous, explosive, flammable or noxious material of any sort without the permission of the Company

13.2 Any person using the airport and its facilities and who owns, rents or has control over any property or has responsibility for maintaining or repairing it and who has a statutory obligation to detect and manage asbestos and asbestos related compounds under the Control of Asbestos Regulations 2006 shall fully comply with such regulations and shall indemnify the Company against any breach or non-observance thereof

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

13.4 No person shall without due diligence fill or discharge from any container including any part of a vehicle, liquid fuel elsewhere than in a place approved for that purpose by the airport Managing Director

14. PENALTIES

14.1 Level 4 penalties are applicable to Byelaws 7(1) . 7(5), 8(1) . 8(3), 9(1) . 9(3), 10(1) . 10(3) and 12(1) . (4),

14.2 Level 3 penalties will apply to all other byelaws.

The Common Seal of Gloucestershire Airport Limited was hereunto affixed in the presence of:-

Mark Ryan
Managing Director

The foregoing byelaws are hereby confirmed by the Secretary of State for Transport and shall come into operation on 12th October 2014

Signed by authority of
The Secretary of State

Date: 5th September 2014

An Assistant Secretary
In the Department of Transport

TERMS AND CONDITIONS OF USE

1. DEFINITIONS

- 1.1 **The Airport+** means all those areas of Gloucestershire Airport at Staverton which is operated by or under the control of the Company as hereinafter defined. The term **airport** shall be interchangeable with the terms **airfield**, **airstrip**, **aerodrome** or any other like term, where the context so dictates and such terms shall bear their ordinary and usual meaning according to English Law.
- 1.2 **The Company+**, which term shall include any associated or subsidiary company thereto and shall, unless the context otherwise provides, include any servant, or agent, means Gloucestershire Airport Limited (GAL), whose Registered Office is at The Terminal Building, Gloucestershire Airport or any successor or assignee of the Company for the time being.
- 1.3 **The Operator+** shall mean a person or organisation from time to time having the management or possession of an aircraft whether as owner, co-owner, user, pilot or otherwise and their respective servants, agents and contractors using, attempting to make use of, or having used, the facilities or services offered by the Company at the Airport or elsewhere.
- 1.4 **The Aircraft+** means any one or more aircraft in respect of which the Operator has the management or possession thereof whether as owner, co-pilot, user, pilot, or otherwise
- 1.5 **The Conditions+** means these Terms and Conditions of Use of Gloucestershire Airport and any Bye-laws, Rules and Regulations relating to the use of Gloucestershire Airport, and any orders, instructions, or directions respectively from time to time in force whether in writing or otherwise made by the Company or on its behalf. A copy of the Conditions will be made available on request to the Company but shall be deemed to bind the Operator whether or not a copy has been requested. In the event of inconsistency and so far as permitted by law these Conditions shall take precedence over any other conditions or terms. The Conditions shall be construed in all respects according to English Law.
- 1.6 For the purposes of being bound by these Conditions the Operator warrants that he has full authority and power to bind as his agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.
- 1.7 In these terms and conditions words importing the singular meaning shall here the context so admits include the plural meaning and vice versa and words importing the masculine gender shall include the feminine gender and vice versa

2. AN INTRODUCTION TO THE AIRPORT'S SAFETY POLICY AND AIMS

- 2.1 Gloucestershire Airport Limited's Safety Management System (SMS) covers the provision of air traffic services and airport operations within its business activities. The primary requirement of this SMS is to ensure that the highest practicable levels of safety are achieved for all of the airport's operations and associated airport activities. This will be achieved by developing an airport wide systematic approach to safety and developing robust internal controls to ensure the highest standards of aviation safety are maintained. The secondary objective of this SMS is to ensure that the requirements of the Code of Practice on Corporate Governance and other essential business goals are achieved. These business goals include compliance with legal and regulatory requirements (as well as achieving a satisfactory outcome where there is a conflict between them); demonstrable leadership in safety; a commitment to quality; proof of good corporate governance practices in relation to safety; improved goodwill and confidence from clients; shareholder confidence; a positive and pro-active safety culture as well as an improved market position.
- 2.2 This SMS does not use the traditional technique of 'safety by compliance' with Standards and Recommended Practices but is based on the modern concepts of managing the operational risk exposure. In order to reflect the service-based nature of the airport business, the safety related interaction with clients, concessionaires and all other airport companies and operators and their safety management systems is an important feature of the SMS. The internal links to ensure that the airport learns from relevant experience to gain knowledge from/about safety features are an integral part of the management's task. The responsibility for the safety of the airport activities flows from the ultimate accountability of the Airport Director to all airport workers who have to carry out the daily operational tasks. Personnel are to be fully aware of their responsibilities for safety at all times and must be competent and appropriately trained.
- 2.3 The SMS will enable the airport to set its safety policy and safety objectives, establish procedures and assess their effectiveness, achieve conformance with its procedures and demonstrate that conformance to others. The entire SMS itself flows from the Policy set by the Board of Directors and endorsed by the Airport Director. The Aviation Safety Policy Statement guides the development of the SMS, ensuring management commitment at all levels of the organisation to its successful implementation. The Safety Policy guides the required outline of the organisational structure and resource allocation that is necessary for carrying out the processes of risk management. They also guide the management actions required to apply the hazard and consequence management processes; the monitoring of safety performance; the review of safety performance and auditing to ensure that appropriate actions have been carried out at the required quality level to implement the Aviation Safety Policy.
- 2.4 The SMS is a dynamic process. Its evolution reflects the results of continuous research, application and feedback. The objective of the continuous review and modification process is to improve on the performance of the SMS.

- 2.5 The Change Management process will ensure that the implementation of the SMS and the transition to a risk management based operation will remain coherent and properly organised at all times.

3. AERODROME MANUAL

- 3.1 The principal objective of the Aerodrome Manual is to describe the policies, standards and procedures in place at the Airport, which provide a systematic approach to the management of safety in aerodrome operations. It is the means by which all employees; operators and tenants are fully informed as to their duties and responsibilities with regard to safety.

4. SMOKING RESTRICTIONS

- 4.1 The Company aims to provide a safe and healthy working environment for their people. The legislation that underpins their policy is the Workplace (Health, Safety and Welfare) Regulations 1992, which applies to all workplaces with effect from 1996.
- 4.2 On the 1st July 2007, The Smoke-Free (Premises and Enforcement Regulations) 2006 came into force, which prohibits smoking in enclosed public spaces. The Company recognises the right of non-smokers to be protected from the smoke of those who do smoke;

5. USE OF THE AIRPORT AND ITS FACILITIES

- 5.1 The use of the Airport by the Operator or on his or their behalf is subject to the Conditions which shall apply equally to the provision of all facilities or services provided or offered to be provided by the Company and are hereby deemed to be incorporated into any agreement, contract or other legal relationship entered into or to be entered into by the Company with the Operator.
- 5.2 The Company reserves the right to terminate forthwith by notice any Agreement entered into with the Operator if:
- (a) The Operator commits a material breach of the Conditions, or the safety management systems (SMS), security or administration provisions of the Company's Airfield Licence.
 - (b) The Operator is unable or admits inability to pay his debts as they fall due, including the Company's invoices, or suspends or threatens to suspend payments on any of his debts or has a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer appointed or enters into any procedure relating to winding up, bankruptcy, administration or compromise with his creditors whether voluntary, under a scheme of arrangement or otherwise

- (c) It becomes unlawful for the Company to provide the services of the Airport to the Operator

5.3 The Company shall be entitled to vary the conditions from time to time, at its discretion and as it sees fit. Provided such variations have been brought to the notice of the Operator or are deemed to have been brought to his notice, such variations shall be binding on the Operator.

5.4 The Company has the exclusive right to provide any service which it desires and sees fit at the Airport and any Operator wishing to provide the same, similar or different services must first submit a written application to the Airport Managing Director for due consideration.

6. OPERATOR'S OBLIGATIONS

6.1 The Operator will at all times and at his own expense:

- (a) comply with all applicable laws, regulations, directives, instructions as well as manufacturer's requirements and recommendations in relation to use and operation of the Aircraft at the Company's premises;
- (b) comply with the Company's specified regulations and all instructions, orders or directions published or notified from time to time in relation to use of the Airport and all other local flying restrictions, instructions, cautions or data published from time to time in the UK Air Pilot, NOTAMs or elsewhere
- (c) furnish to the Company information of such type and in such form as the Company may from time to time require and determine relating to the movement of aircraft whether handled by himself or an agent at the Airport within 24 hours of each of these movements.
- (d) ensure that the Aircraft is in a safe condition before entering the Company's premises and/or parking it in the Company's hangar(s) or on the Company's aprons;
- (e) permit the Company to manoeuvre the Aircraft within its premises wherever necessary (with prior notice for fleet operators) or to park the Aircraft anywhere on its premises in order to facilitate the proper operation of such premises, the manoeuvring of other aircraft or equipment or work within hangar(s) or parking areas;
- (f) ensure that the Aircraft is parked in such a manner (with keys available to the Company) that it can be manoeuvred by the Company with minimum difficulty;
- (g) not start or run the Aircraft's engine or in any way manoeuvre the Aircraft in the Company's hangar(s) or restricted areas;

- (h) comply with the Airport Noise Abatement/Amelioration Scheme, more particular details of which can be obtained from the Company's Operations department;
- (i) not endanger, remove or interfere with property belonging to the Company or any other person, resident or occupier while at the Airport;
- (j) remove or safely secure all personal possessions and loose equipment in the Aircraft before leaving it unattended at the Airport
- (k) not to carry out any form of maintenance, service or repair of the Aircraft at the Airport (other than routine daily checks and line maintenance but not further or otherwise) or elsewhere at the airport without the Company's written consent
- (l) No modifications, alterations or structural changes are permitted on any building at the Airport without the express permission of the Company.
- (m) Any damage to the structure, equipment or facilities of the Airport is to be reported to the Company immediately.

7. CHARGES

- 7.1 A copy of the current list of the Company's fees and charges is available on the Company website; hard copies are available on request.
- 7.2 The Company maintains the right to vary from time to time any of its fees or charges therein stated in any way it sees fit.
- 7.3 The display of any notice setting out the Company's fees or charges is not to be construed as an offer on the part of the Company to provide any facilities or services either for the fees or charges specified or at all.
- 7.4 The Company will give to the Operator such notice as is reasonable in all the circumstances of any variation in fees or charges.
- 7.5 No reduction or exemption from charges will be allowed by reason of the unavailability of any Airport services which may have become unavailable at short notice and through no act or default of the Company.

8. PAYMENT

- 8.1 The operator shall pay the appropriate charges for the landing, parking or housing of aircraft. The operator shall also pay for any supplies, services or facilities provided to him or the aircraft by the Company. All such charges shall be due and payable at the sole discretion of the Company before any aircraft departs from the Airport.

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- 8.2 Payment of any unpaid charges shall in any event be due 30 days from the date of invoice raised by the Company and delivered to the operator at his address as stated thereon. Any query should be raised within 7 days of receipt of the invoice.
- 8.3 If the Operator fails to pay any invoices by the due date for payment, the Company reserves the right (in addition to any other right the Company may have, whether under the relevant terms or otherwise) to take either or both of the following steps:-
- (a) To charge late payment interest and penalty costs under the provision of the Late Payment of Commercial Debts (Interest) Act 1998. Interest will continue to accrue at the daily rate until the outstanding balance is paid in full even after any judgement may be obtained.
 - (b) To suspend the provision of any further services to the Operator or the aircraft concerned until such time as payment has been made full and the Company is satisfied that further invoices will be paid on time.

9. LIEN

- 9.1 So long as one or more aircraft, or any aircraft parts and accessories or any vehicle any of which are in the ownership, possession or control of the Operator and are located at the Airport or upon any land under the control of the Company, the Company shall have a contractual lien, both particular and general over the aircraft, any aircraft parts and accessories and any vehicle for all charges, costs, fees or any other liabilities of whatever nature which are due and payable to the Company in respect of that aircraft, or any other aircraft of which the Operator is the operator at the time when the lien is exercised.
- 9.2 The lien shall not be lost by reason of the aircraft departing from land in the control of the Company but shall continue to be exercisable at any time when the aircraft or any other aircraft of the operator has returned to and upon any such land so long as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure, remain unpaid.
- 9.3 The Company shall be entitled to levy fees and expenses incurred for storage, security or otherwise in respect of any detained aircraft or property during the period of exercise of the lien and the Company may further exercise a lien in respect of such unpaid fees and expenses or other liabilities as it sees fit.
- 9.4 If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding for a period of thirty days since the lien was effected, the Company shall dispatch by ordinary post to the operator at his last known address and to the Registered Owner of the aircraft at the address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter.

- 9.5 In the event that payment remains outstanding thereafter, title in the detained aircraft or property shall vest in the Company and the Company may in its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition the Company shall be under no duty to obtain the best possible price and may apply the proceeds of sale in discharging any sum due to the Company and any fees, expenses or costs incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.
- 9.6 The exercise by the Company of the powers set forth in this Clause 6 shall be without prejudice to the exercise of any other powers exercisable by the Company by virtue of statute or otherwise.

10. INSURANCE

- 10.1 EC Regulation 785/2004 on insurance requirements for air carriers and aircraft operators requires that all aircraft (subject to some exclusions) flying within the European Economic Area carry minimum levels of insurance in respect of third parties, passengers, baggage and cargo. In the UK, evidence of insurance is required as one of the methods of ensuring compliance with the new regulation.
- 10.2 It is the operators or air carriers responsibility to ensure that the aircraft is insured in accordance with the requirements of EC Regulation 785/2004 at all times.
- 10.3 The operator shall effect and maintain insurance in respect of any aircraft operated or used by the operator at the Airport in such amounts as may from time to time be required by the Civil Aviation (Insurance) Regulations 2005 or any subsequent amendments thereto provided always that the same shall never be lower than that prescribed by law. The operator shall provide evidence of such Insurance to the Company upon request within thirty days, or lesser period as customarily available.
- 10.4 The Operator shall also effect and maintain Hull All Risks insurance cover of a sufficient amount which at all times will adequately cover the value of the aircraft.
- 10.5 Such Public Liability/Aviation Hull and Liability Insurances shall contain an appropriate Clause requiring that the insurance policy shall not be cancelled/lapsed or materially amended unless not less than thirty days minimum written prior notice is given to the Company.
- 10.6 All insurance effected in accordance with this Clause shall include the Company as an Additional Insured and shall include a waiver of insurers rights of subrogation in favour of Gloucestershire Airport and the Company
- 10.7 In respect of any vehicle which the operator, his servants, agents, or associates may use or operate on that part of the airport which is or has been designated

Outside the operator shall at all times comply with the insurance requirements for such vehicles as set out in the Byelaws of the Airport prevailing at the time. Evidence of such insurance shall be produced to the Company or its duly authorised representative on demand. The Company's decision as to the adequacy of such insurance cover shall be binding on the operator.

10.8 The above requirements shall be evidenced by a certificate of insurance which shall be acceptable to the Company acting reasonably.

11. LIABILITY AND INDEMNITY

11.1 Where the operator is other than a Consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1994, the Company shall under no circumstances be liable to the operator in any manner whatsoever (whether in the law of contract, tort, breach of Statutory duty or otherwise) in respect of any damages or losses (direct, indirect or consequential including, without limitation, loss of profits, loss of revenue and increased costs) howsoever arising, relating to any services performed by the Company under this Agreement, or use of the Company's premises including hangars, and/or parking spaces and any other property.

11.2 Where the operator or any person on his behalf or for whom he is responsible causes or contributes in part to death, or personal injury or to loss of or damage to property of any kind (including without exception the aircraft, its parts and accessories or any property contained in the aircraft) whether direct, indirect or consequential as a result of any negligence, breach of contract or breach of statutory duty and while at the Airport, the Operator shall indemnify and keep indemnified the company from and against all losses, costs, claims, demands, damages, liabilities and expenses arising from or in connection with the Operator's use of the Airport or any of its facilities.

11.3 The operator shall at all times fully indemnify and keep indemnified the Company against any breach of the Conditions but without prejudice to any other rights of the Company under the Conditions whether the same shall be enforced by the Company or not.

12. FORCE MAJEURE

12.1 The Company accepts no liability for any failure or delay in performance of any of their obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:

- (a) Acts of God, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
- (f) fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
- (g) extreme adverse weather conditions;
- (h) interruption or failure of utility services, including but not limited to electric power, gas or water;
- (i) any labour dispute, including but not limited to strikes, industrial action or lockouts;
- (j) non-performance by suppliers or subcontractors; and
- (k) collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

13. JURISDICTION

13.1 These Conditions (as defined above) shall be governed by and construed according to the laws of England and Wales and the Company and the Operator irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or matter arising from the Conditions or the Operator's use of the airport.