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# GLOUCESTERSHIRE AIRPORT LTD



## TERMS & CONDITIONS OF USE



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### **Terms & Conditions of Use**

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## 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

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## **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 Executive Director(s).
- 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.

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### **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

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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;

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- (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.
- 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:-

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- (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.

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- 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 'airside', 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.

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## **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;

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- (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.

### **14. CUSTOMER CODE OF CONDUCT**

Gloucestershire Airport Ltd (GAL) is committed to providing safe operation of the aerodrome, airport services and management of the estates that fall within the airport boundaries.

The Customer Code of Conduct aims to facilitate the work of airport staff in running the airport and communication between GAL and our customers. 'Customers' include tenants on Meteor Business Park, Anson Park or Bamfurlong Park; tenants, private companies, individuals and flight based operators airside in South East Camp and any visitors.

The policy gives clear information on the standard of behaviour that we expect from customers, as well as the types of unwanted behaviours which will not be tolerated. The code covers all contact with customers.

#### **Day to day contact**

When customers contact us over the telephone, in person, in writing, by email, or via social media we request them to:

- Show respect and courtesy to employees at all times
- Treat employees as you would like to be treated yourself

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- Assist GAL by providing as much information as possible so that we can make a prompt response or decision
  - Allow employees reasonable time to respond to your request
  - Answer any appropriate correspondence received from GAL
  - Respond to any contact made or messages left by GAL employees when requested

### **General conduct (applicable at all times)**

GAL will not tolerate customers:

- Using foul, abusive or offensive language (for example swearing or remarks that are discriminatory),
- Making threats or unreasonable demands towards other customers or employees
- Criticizing personally any individual or their families for non-work aspects whether they are a tenant, employee or contractor.
- Discriminating against any employee or other customer on the grounds of race, colour, age, religion or political beliefs, disability or illness, gender, marital status, sexual orientation, class, learning difficulty, appearance or employment status.
- Engaging in any form of harassment or intimidation.
- Offers of inducements or incentives.
- Any breach of regulations, including the Bribery Act 2010.

### **Conduct at meetings**

When GAL members of staff attend meetings with customers, either within the airport buildings or at customer premises, we expect our customers to:

- Ensure that they are prepared for the meeting, have read any relevant papers OR communications and bring them to the meeting
- Have an agenda, keep to time and meeting subject
- Follow the agenda and the guidance of the Chair at the formal, more structured meetings.
- Be courteous to each other, allowing each other the opportunity to speak one at time, and comment
- Support and assist other customers and employees to seek effective outcomes for items being discussed
- Respect each other's opinions and views
- Be reasonable and honest

### **Contraventions to the Code of Conduct**

Where it is brought to the attention of the airport Executive that this Code of Conduct is being disrespected, an investigation will be undertaken. **Both parties will be assisted through mediation** to resolve any issues or misunderstandings. If this fails to resolve the issue it will go to the procedure below:

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1. The breach or incident will be brought before the Board and letter of warning issued
  2. The customer(s) concerned will have 14 days to respond
  3. If the unreasonable behaviour does not cease immediately, sanctions will be applied dependent on the circumstances and appropriate to the severity of the offence.

Should an allegation of aggressive, bullying, libellous, verbal or discriminatory abuse and any form of unreasonable behaviour arise, immediate measures will be taken to protect the victim which may involve temporary restrictions being implemented while the investigation and process above takes place.

The airport will make every effort to resolve issues of conduct in a timely and appropriate manner and expect cooperation from both parties. However, please note that this Code of Conduct does not preclude legal action at any point, if there is a breach of law or it is considered that the offence warrants escalation and judiciary involvement

## **15. CUSTOMER COMPLAINTS POLICY**

### **INTRODUCTION**

Gloucestershire Airport Ltd (GAL) is committed to providing the best possible service to our customers at all times. However, we recognise that at times customers will feel that they have cause to complain about the service they have received. In order to facilitate appropriate and timely complaint resolution, GAL have put in place a clear formal procedure.

### **WHAT IS A COMPLAINT?**

Our definition of a complaint is:

An expression of dissatisfaction by one or more customers about GAL or a member of staffs’:

- actions
- lack of action
- standard of a service
- operational functions
- the policy we are applying

### **HOW TO MAKE A COMPLAINT?**

We want to make it as easy as possible for customers to raise complaints, and therefore have put a clear procedure in place.

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1. We require individuals/groups to give their names and contact details, so the Directors or a Manager with delegated authority may contact you or a group directly, to discuss and attempt to resolve your concern(s).
  2. All Complaints will be treated confidentially and should be made initially to the Executive Team. Individuals should not by-pass the Executive Team and go direct to GAL Board members. If this is done, any complaint will be passed directly to the Executive Team to deal with in the first instance.

Where the complaint concerns an Executive team member, we ask that you request to speak directly to the individual concerned so that a pragmatic, open and reasonable discussion can take place.

3. Complaints should be submitted in writing via letter or email to:  
[GLO4resolution@gloucestershireairport.co.uk](mailto:GLO4resolution@gloucestershireairport.co.uk) .

A digital file of the Complaints Form can be requested from the email above.

4. All complaints will be recorded on the 'Complaints Form' which will provide a written statement and enable GAL to monitor progress and actions taken to resolve the matter.

For clarity it is best that you complete the Complaints Form below yourself, to have certainty that your concerns have been captured correctly.

## **RESPONDING TO YOU**

### **Stage 1: GAL will:**

- Acknowledge receipt of your complaint within 3 working days
- Provide a reference number and contact details of the team/individual who will deal with the complaint within 5 working days
- Once registered, pass your details to the Director or Manager identified to deal with your complaint, so that they can contact you during their investigation and respond.
- Either, send you:
  - a detailed response within a further 10 working days, or
  - confirm to you that a reasonable extension for your complaint response is required, if your complaint is complex and requires actions or external partners to undertake further investigations or actions.
- Advise you how to take it further if you're still not satisfied and can supply additional evidence to support your complaint.

### **Stage 2: What happens if you are still not satisfied:**

#### **You will:**

- Advise us within 10 working days, from the date of our response, that you wish to escalate the matter.

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- Provide additional information clearly detailing why you feel that the matter has not been resolved to your satisfaction.

**GAL will:**

- Acknowledge that you want a complaint review within 5 working days
- Ask a senior manager or Director to contact you as part of their independent review of your case.
- We will write to you again, with our response, within 10 working days or confirm to you that a reasonable extension for your complaint response is required if your complaint necessitates additional actions or external partner involvement to deliver complex investigations or actions.

**Stage 3: Final appeal stage**

Naturally GAL hope that the procedure above will enable resolution without the need for appeal. However, if you are still not happy you can contact us as above and appeal.

**You will:**

- Advise us within 10 working days, from the date of our response, that you wish to escalate the matter.
- Provide additional information clearly detailing why you feel that the matter has not been resolved to your satisfaction.

**GAL will:**

- Set up an appeals panel made up of one member of our Executive Leadership Team, a manager if involved in dealing with your case, at least one Board member and an external expert if required.
- The appeals panel will meet with you or up to two people if representing a group, to discuss your complaint at a mutually convenient time and within 28 working days of receiving your complaint.
- Write to you within 10 working days of the appeals panel meeting to tell you of their final decision.