

**STANDARD CONDITIONS OF USE BY AIRLINES
AND AIRCRAFT OPERATORS
CITY OF DERRY AIRPORT**

CONDITIONS OF USE

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1. DEFINITIONS

- 1.1 “The Airport”, means all that area comprising City of Derry Airport. The City of Derry Airport which is operated by or under the control of the Derry City Council is hereinafter defined as the Airport Authority. The term “airport” shall be interchangeable with the terms “airfield”, “airstrip”, “aerodrome” or such terms shall bear their ordinary and usual meaning according to Northern Ireland Law.
- 1.2 The Council unless the context otherwise provides, includes any servant, or agent, means Derry City Council whose Registered Office is at 98 Strand Road, Derry.
- 1.3 “The Operator” shall mean the person or organisation from time to time having the management or possession and shall mean the person(s) or body organisation (and their respective servants, agents and contractors) using, attempting to make use of, or having used, the facilities or services offered by the Airport Authority at the Airport or elsewhere.
- 1.4 “The Conditions” means the Terms and Conditions of the City of Derry Airport and any rules and Regulations relating to the use of the City Of Derry Airport, and any order, instructions, directions or bye-laws respectively from time to time in force whether in writing or otherwise made by the Airport or on its behalf. A copy of the conditions will be available on request from the Airport 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 Northern Ireland Law.
- 1.5 For the purpose of being bound by these Terms and Conditions the Operator warrants that he has full authority and power to bind as their agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.

2. USE OF THE AIRCRAFT AND ITS FACILITIES

- 2.1 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 Airport and are hereby deemed to be incorporated into any agreement. Contract or other legal

relationship entered into or to be entered into by the Airport with the Operator.

- 2.2 The Airport shall be entitled to vary the conditions from time to time, at its discretion and as it sees fit. Such variation shall be binding on the Operator notwithstanding that the Operator may claim not to have the notice of the same.
- 2.3 The Airport has the exclusive right to provide any service which it desires and sees fit at the Airport and any Operator wishing to provide to the Airport Manager for due consideration.

3. **CHARGES**

- 3.1 A copy of the current list of Fees and Charges will be available on the airport website. The Publication of the list and the delivery of such to the Operator is without prejudice to the Airport right to vary any of its Fees and Charges therein stated in any way it sees fit. The display of any notice or delivery of a list of Fees and Charges is not to be construed as an offer on the part of the Airport to provide any facilities or services either for the Fees or Charges specified or at all.
- 3.2 No reduction or exemption from charges will be allowed by reason of the unavailability of any Airport services of whatsoever kind or when aircraft are diverted or obliged to land exceptionally for whatever reason and no exceptions or rebates from charges will be allowed unless specifically provided. Such exception to be agreed beforehand evidenced in writing and signed by the Airport Manager or duly appointed Officer.
- 3.3 Any variation in fees or charges shall be if immediate effect from the time that a note of such is made available by the Airport Manager to the Operator.
- 3.4 Any specific agreement between the Airport and the Operator to vary the charges shall be of no effect unless expressly agreed in writing and signed by the Airport Manager or duly authorised Officer. Such agreement will be subject to the Airport's rights of variance as set out at 3.2.

4. **PAYMENT**

- 4.1 The Operator shall pay the appropriate charges for the landing, parking or housing or aircraft. The Operator shall also pay for any supplies, services or facilities provided to him or the aircraft by the Airport. All such charges shall be due and payable at the sole discretion of the Airport before an aircraft departs from the Airport.
- 4.2 Payment of any unpaid charges shall in any event be due on the 30th (Thirtieth) day after delivery of an invoice to the Operator at his address as stated hereon.

4.3 The Operator shall pay interest on any sum outstanding at the amount of 4% above the bank of England Base Rate existing at the time, such interest to accrue on a daily basis.

5. **LIEN**

5.1 So long as an aircraft, or any parts and accessories or any vehicle are located at the Airport or upon any land under the control of the Airport Authority, the Airport Authority shall have a contractual lien, both particular and general over the aircraft, its parts and accessories any vehicles for all charges, costs, fees or any other liabilities of whatever nature which are due and payable to the Airport Authority in respect of that aircraft, or any other aircraft of which the Operator is the Operator at the time when the aircraft or any other aircraft of the Operator has returned to and upon any such land as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure remain unpaid.

5.2 The Airport Authority shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of lien and the Airport Authority may further exercise a lien in respect of unpaid charges or fees as it sees fit.

5.3 If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, the Airport Authority shall dispatch by ordinary post to the Operator at his address on the Register a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the liened aircraft or property shall vest in the Airport Authority and the Airport Authority may at its entire discretion sell, dispose or, remove or destroy such aircraft or property. In the event of a sale or disposition the airport authority shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due to the airport authority 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.

5.4 The exercise by the Airport of the powers set forth in the Clause 5 shall be without prejudice to the exercise of any other powers exercisable by the Airport Authority by virtue of statute or otherwise.

6. **LIABILITY OF THE AIRPORT AUTHORITY AND THE OPERATOR**

6.1 The Airport Authority accepts liability only for death or personal injury arising from or attributable to acts of negligence caused by the Airport Authority, its servants or agents but not further or otherwise.

6.2 The Airport Authority in no circumstances shall be liable to any Operator for any physical or economic damage or loss, or direct, indirect or consequential, caused by any negligence, breach of contract or statutory duty on the part of the Airport Authority, its servants or agents.

- 6.3 The Operator shall at all times fully and promptly indemnify the Airport Authority in respect of any death, personal injury or loss or damage whether direct, indirect or consequential and of any kind, caused in whole or in part by the Operator of any servant or agent of or any other person connected to the Operator in any way.

7. **INSURANCE**

- 7.1 The Operator in furtherance of his obligations under these 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 not being less than one million pounds (£1,000,000) CSL as shall in the Airport Authority's complete discretion be reasonable according to the size and type of aircraft operated and shall on demand produce to the Airport Manager, or its duly authorised representative, from time to time, sufficient documentary proof of such insurance including the security thereof.
- 7.2 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 as "airside", the operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to the Airport Manager or its duly authorised representative on demand. The Airport Authority's decision as to the adequacy of such insurance cover shall be binding on the operator.
- 7.3 The Operator shall at all times fully indemnify and keep indemnified the Airport Authority against any breach of this Clause 7 but without prejudice to any other rights of the Airport Authority, under these Terms and Conditions whether the same shall be enforced by the Airport Authority or not.

8. **GENERAL**

- 8.1 Insofar as any terms of these conditions is affected by the Unfair Contract Terms Act 1977 such are considered by the Airport Authority to be fair and reasonable.
- 8.2 The Airport Authority accepts no liability whatsoever for the omission, innocent misstatement or any representation made by the Airport Authority, its servants, agents or officers and relied upon by the Operator.
- 8.3 The Operator or his appointed handling agent shall furnish to the Airport Authority information of such type and in such form as the Airport Authority may from time to time require and determine relating to the movement or aircraft handled by the agent at the Airport within 24 hours of each of those movements.

I acknowledge that I have received a copy of the foregoing Terms and Conditions and I agree for myself and all others having an interest in the aircraft that I shall be bound by them.

SIGNED: _____

NAME: _____ STATUS _____

ADDRESS: _____

DATE: _____