

# **BLACKBUSHE AIRPORT**

## **TERMS AND CONDITIONS OF USE**

### **1. DEFINITIONS**

- 1.1 **"Airport"** means all that area comprising Blackbushe Airport at Camberley, Surrey which is operated by or under the control of the Company. 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 **"Company"**, shall mean Blackbushe Airport Limited and shall include any associated, subsidiary or holding company of the Company.
- 1.3 **"Operator"** shall mean the person or organisation from time to time having the management or possession of an aircraft, whether owner, user, pilot or otherwise and shall mean the person(s) or body or organisation (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 **"Conditions"** means these Terms and Conditions of Use of the Airport and any Rules and Procedures relating to the use of the Airport, and any orders, instructions, directions or bye-laws 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 and any Rules and Procedures will be available on request from the Airport Manager and/or 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. 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.

### **2. USE OF THE AIRPORT 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 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.
- 2.2 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.
- 2.3 Save in the case of Landside self handling and subject always to the terms of the European Community Council Directive 96/67/EC, 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 Manager of the Company for due consideration.

- 2.4 The Company reserves the right to take whatever action it thinks necessary to maintain the runway at the Airport in a safe condition for aircraft to operate. The Operator agrees that in the event of an incident whereby the runway or adjacent taxiways are obstructed by an immobilised aircraft, the Company will remove or arrange for the removal of the immobilised aircraft forthwith once the necessary clearances have been obtained from the regulatory authorities with time being of the essence.
- 2.5 The Airport Manager, or his nominated deputy, may at any time order an Operator to move a parked aircraft to another position on the Airport or to remove it from Airport.
- 2.6 The Company, its servants or agents, shall have the authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require an Operator to pay the costs incurred by the Company in so doing.

### **3. CHARGES**

- 3.1 A copy of the current list of the Company's fees and charges will be available on request and will be available for inspection by the Operator at the Airport and promulgated in appropriate publications. The publication of the list and the delivery of such to the Operator is without prejudice to the Company's right to vary from time to time any of its fees or charges therein stated in any way it sees fit. The display of any notice or delivery of a list of 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.
- 3.2 The Company will give to the Operator such notice as is reasonable in all the circumstances of any variation in fees or charges.

### **4. PAYMENT**

- 4.1 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 an aircraft departs from the Airport.
- 4.2 All fuel remains the property of the Company until paid for in full. The aircraft into which the fuel has been delivered may be detained by the Company until payment has been received.
- 4.3 Payment of any unpaid charges shall in any event be due on the 30th day after delivery of the Company's invoice to the Operator.
- 4.4 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.
- 4.5 For the avoidance of doubt Section 88(1) of the Civil Aviation Act 1982 entitling the Company to detain aircraft for the non payment of charges applies to these Conditions. 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 charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges".

Section 88(2) requires the aerodrome authority to release such aircraft on receipt of sufficient security for the payment of the charges which are alleged to be due.

## **5. LIEN**

- 5.1 So long as an aircraft (or aircraft), or any parts and accessories or any vehicle 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, its 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. 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.
- 5.2 The Company shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of the lien and the Company may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.
- 5.3 If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, the Company shall despatch by ordinary post to the Operator at his address hereon and to the registered owner of the aircraft at his address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the licensed aircraft or property shall vest in the Company and the Company may at 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 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.
- 5.4 The exercise by the Company of the powers set forth in this Clause 5 shall be without prejudice to the exercise of any other powers exercisable by the Company by virtue of statute or otherwise.

## **6. LIABILITY OF THE COMPANY AND THE OPERATOR**

- 6.1 Where the Operator is other than a Consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1994, the Company shall in no circumstances be liable to the Operator for any physical or economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever (including without limitation the aircraft, its parts or accessories or any property contained in the aircraft) whether direct, indirect or consequential, caused by breach of contract or statutory duty on the part of the Company, its servants or agents.
- 6.2 For avoidance of doubt the Company will not be liable for any losses, either direct or consequential, incurred by any operator due to the non availability of the use of the airport runway or taxiway however caused.

The Company will however make all reasonable efforts to ensure the availability of the runway and taxiway during normal licensed hours.

The Company operates a snow and bad weather policy that can be obtained from the airport management. With regards to the availability of the runway and taxiway the Airport Manager's (or his nominated deputy) decision is final.

- 6.3 Where the Operator or any person on his behalf or for whom he is responsible causes death, personal injury or loss or damage of any kind whether direct or indirect as a result of any negligence, breach of contract or breach of statutory duty while at the Airport, the Operator shall indemnify and keep indemnified the Company in respect of any claim or claims arising therefrom.
- 6.4 Permission to use the Airport outside the hours when the Airport is operating within the terms of the licence granted by the CAA will be at the Company's sole discretion and only given subject to the Operator's compliance with the requirements of the Air Navigation Order and Rules of the Air, including but without limitation to, Rule 20 – Booking In and Out and these Conditions.
- 6.5 Any landing or take off from the Airport outside the licensed hours will not benefit from the services, (including but without limitation to, the Aerodrome Flight Information Service facilities, the Rescue and Fire Fighting Service) provided by the Company when the Airport is operating under licence.

## **7. INSURANCE**

- 7.1 The Operator will take out and maintain at all times passenger and third party liability insurance in respect of any aircraft used or operated at the Airport by the Operator in such amounts not being less than £5,000,000 (light aviation aircraft) or £10,000,000 (business aviation aircraft) in accordance with EC Regulation No. 785/2004 in respect of any one event but shall in each case be at such levels as the Company at its complete discretion deems to be reasonable by the virtue of the size and type of aircraft used or operated by the Operator at the Airport and the Operator shall from time to time on demand produce evidence of such insurance to the Company. The Operator must be able to demonstrate that all aircraft not meeting the above insurance requirements comply with EU directive EC785 which has been adopted by the CAA on the 29 April 2005. Further the Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause without prejudice to any other rights the Company shall have under these Conditions whether or not such rights are enforced by the Company.
- 7.2 In respect of any vehicle which the Operator 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 Company on demand. The Company'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 Company against any breach of this Clause 7 but without prejudice to any other rights of the Company under these Conditions whether the same shall be enforced by the Company or not.

## **8. GENERAL**

- 8.1 The Operator shall 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 at the Airport within 24 hours of each of those movements.

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

Signed:.....

Aircraft Registration: .....

Type: .....

Name.....

Contact Tel No: .....

Address:.....

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Dated .....

Home Based  Yes  No

Status .....

Landing Card  Yes  No

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FOR BLACKBUSHE AIRPORT USE ONLY

Authorised by .....  
Airport Manager/or nominated deputy

Date .....