

Blackbushe Airport Terms & Conditions

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 Blackbushe 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 Terms and Conditions and any Rules and Procedures are available, on request, from the Airport Manager and/or the Company, (and are also available on the Blackbushe Airport website), and 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 Terms and 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.
- 1.5. **"Home Based"** shall mean an aircraft for which a valid annual or monthly parking card exists.
- 1.6. **"Extension"** shall mean the availability of aerodrome services outside the airport core hours.

2. GENERAL

- 2.1. The use of the Airport by the Operator or on 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. Such variations may be brought to the notice of all Operators by any of the following means:

- 2.2.1. Publication of amended Conditions on the Company website (www.blackbusheairport.co.uk)
- 2.2.2. Notification by email to any Operators who have a Credit Account Agreement or other agreement with the Company, sent to such email address(es) as described on those agreements.
- 2.2.3. Publication of a NOTAM where appropriate.

Provided the Company has taken reasonable measures to publish variation(s), 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.

3. PRIOR PERMISSION REQUIRED

- 3.1. Blackbushe Airport is an aerodrome with a CAA Ordinary License (P693). The aerodrome is licensed for use only by the licence holder and by persons specifically authorised by him.
- 3.2. The Company operates a strict Prior Permission Required (PPR) policy. All aircraft are required to request PPR from the Airport Authority before departing on any flight intending to arrive or depart the aerodrome. PPR may be requested by:
 - 3.2.1. Completing the **PPR Form** on the company website (www.blackbusheairport.co.uk/ppr). This shall be the preferred means.
 - 3.2.2. **Email** to tower@blackbusheairport.co.uk.
 - 3.2.3. **Telephone** call to the Airport Tower (+44 1252 471 300 – option 2)
 - 3.2.4. **SMS** to the Tower mobile: +44 7710 364 933
- 3.3. PPR or Booking Out requests by Fax, radio, voicemail or other means will not be accepted.
- 3.4. PPR Requests must include the following information:
 - > Operator name
 - > Operator contact details (phone / email)
 - > Aircraft registration & type
 - > Pilot in command
 - > Dates & times of arrival and departure movements
 - > Number of persons onboard

- 3.5. PPR shall not be deemed to be granted unless the Operator has received confirmation from the Company.
- 3.6. The Company reserves the right to refuse any aircraft permission to land in the absence of a PPR approval.
- 3.7. The provisions of this section apply equally to Home-Based aircraft. Such aircraft must book out by:
 - 3.7.1. Completing the **Book Out Form** on the company website (www.blackbusheairport.co.uk/bookout). This shall be the preferred means.
 - 3.7.2. **Email** to tower@blackbusheairport.co.uk.
 - 3.7.3. **Telephone** call to the Airport Tower (+44 1252 471 300 – option 2)
 - 3.7.4. **SMS** to the Tower mobile: +44 7710 364 933

4. AIRPORT OPERATING HOURS

- 4.1. The airport core opening hours are 07:00 – 18:00 local, 7 days per week. From time to time, the airport may have amended opening or closing hours, and these will be published via NOTAM.
- 4.2. Between the hours of 18:00 local and 22:00 local, the airport is available to any Operator requesting an Extension at least 24 hours in advance and accepting of the out of hours charges in the airport published price list.
 - 4.2.1. Any Operator cancelling an Extension after 17:00 local on the day preceding the date of the required Extension will be liable for the out of hours charges in full, regardless of any mitigating circumstances.
- 4.3. Fuel facilities for AVGAS 100LL, AVGAS UL91, and JET-A1 are available between the hours of 08:00 – 18:00 local, 7 days per week. Outside these hours, fuel is available on request, subject to operational restrictions.
- 4.4. 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, Rules of the Air, and the Company Out of Hours policy. Such Permission will be granted to pilots on an individual basis, not to any group or organisation as a whole.
- 4.5. Any landing or take off from the Airport outside the core opening hours will not benefit from the services, (including but without limitation to, the Aerodrome Flight Information Service (AFIS) facilities, the Rescue and Fire Fighting Service (RFFS)) provided by the Company when the Airport is operating under licence.
- 4.6. The operation of any aircraft on the ground or in the air is prohibited between 22:00 and 07:00 local daily, with the exception of air ambulance and police flights. Any operator found to be contravention of this term will be permanently excluded from the airport.

5. AVAILABILITY OF AIRPORT FACILITIES

- 5.1. The Company will make all reasonable efforts to ensure the availability of the runway, manoeuvring, parking areas, RFFS, AFIS, and Fuel facilities during core opening hours.
- 5.2. The Company may at any time remove the availability of any of these facilities, in whole, or in part, permanently or temporarily, for commercial reasons, reasons of operational safety, unserviceability, or due to poor weather. Such unavailability will be published by NOTAM.
- 5.3. Flights requiring a licensed airfield, or any aircraft with a MTOW in excess of 2,500 kg may only be operated during airport core opening hours, or with an Extension. Fixed Wing Aircraft with a MTOW over 6,000 kg are prohibited from taking-off or landing in the absence of Air Ground Service (AGS) or if RFFS is reduced below category 2.
- 5.4. The use of the passenger lounge is restricted to passengers and crew of aircraft with a MTOW in excess of 2,500 kg. It is available on a pay per use basis for operators of lighter aircraft on request.
- 5.5. Aircraft will be parked according to the Operator's preference, on hard standing or grass parking, subject to availability. Aircraft with an MTOW over 2,500 kg will be parked on hard standing parking without exception.
- 5.6. All parking spaces will be allocated by the Airport Authority. The Airport Manager, or his nominated deputy, may at any time order an Operator to move a parked aircraft to another position or to remove it from Airport.
- 5.7. 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 taxiways are obstructed by an immobilised aircraft, the Company will arrange for the removal of the immobilised aircraft forthwith once the necessary clearances have been obtained from the regulatory and investigative authorities with time being of the essence. The Operator will remain liable for the cost of such removal, and for any other charges or fees as published in the Airport Price List.
- 5.8. All fuelling of aircraft shall be from airport provided fuel facilities. In exceptional circumstances, and only with the prior approval of the Airport Manager shall Operators be entitled to refuel their aircraft by other means.
- 5.9. With regards to all airport activity and facilities, the Airport Manager's (or his nominated deputy) decision is final.

6. CHARGES

- 6.1. A copy of the current list of the Company's fees and charges is available on the company website (<https://www.blackbusheairport.co.uk/charges/>)
- 6.2. The publication of the list 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 as it requires.
- 6.3. 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.
- 6.4. The Company will give to the Operator such notice as is reasonable in all the circumstances of any variation in fees or charges.

7. PAYMENT

- 7.1. 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 in full before an aircraft departs from the Airport.
- 7.2. The Company accepts payment for goods and services by the following means:
 - > Cash
 - > Credit / Debit Card (all major card types)
 - > Bank Transfer (BACS / FPS)
 - > Direct Debit
 - > Continuous Payment Authority

The company does not accept payment for goods and services by cheque, postal order, or any other means to those specified above.
- 7.3. 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.

- 7.4. For all Operators of aircraft without a current Credit Account Agreement, payment of any unpaid charges shall be due prior to the departure of the aircraft. If the invoice is issued after the departure of the aircraft, payment in full must be made within 7 calendar days of the issue of the invoice. For aircraft with a valid Credit Account Agreement, payment of any unpaid charges shall be made in accordance with the terms of that agreement.

8. FAILURE TO PAY

- 8.1. 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.

- 8.2. 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.

- 8.3. The Company, its servants or agents, shall have the authority to board any 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 doing so.

9. LIEN

- 9.1. So long as an aircraft (or multiple 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 or property 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 owned or operated by 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.
- 9.2. 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.

- 9.3. If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, the Company shall dispatch 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.
- 9.4. 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.

10. LIABILITY OF THE COMPANY AND THE OPERATOR

- 10.1. 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.
- 10.2. For avoidance of doubt, and further to clause 5; The Company will not be liable for any losses, either direct or consequential, incurred by any operator due to the unavailability of any airport facilities, however caused. With regards to the availability of the airport facilities, the Airport Manager's (or his nominated deputy) decision is final.
- 10.3. 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.

11. INSURANCE

- 11.1. 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.
- 11.2. In respect of any vehicle which the Airport Authority has authorised the Operator to 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.
- 11.3. The Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this Clause but without prejudice to any other rights of the Company under these Terms and Conditions whether the same shall be enforced by the Company or not.