



EGKB



LONDON
BIGGIN HILL
AIRPORT

London Biggin Hill Airport Terms and Conditions of Use



IMPORTANT INTRODUCTORY NOTICE

The Airport is a highly regulated environment where significant risks and hazards to health, safety, property and security are constantly present. In order to limit BHAL's liability and to manage such risks and hazards these Terms and Conditions of Use are strictly binding on every User. By entering the Airport and/or by using any of BHAL's facilities and/or Services each and every User binds themselves to these Terms and Conditions of Use and acknowledges their responsibility to familiarise themselves with the contents.

These Terms and Conditions of Use replace all previous editions of the Terms and Conditions of Use.

The up to date and currently applicable Terms and Conditions of Use are available upon request in writing by email to enquiries@bigginhillairport.com or by post to Main Passenger & Executive Terminal, Main Road, Biggin Hill, TN16 3BH or alternatively, can be viewed on the Airport's website at www.bigginhillairport.com.

1 PARTIES

The parties to these Terms and Conditions of Use are:

- 1.1 Biggin Hill Airport Limited of registered office Main Passenger & Executive Terminal, Main Road, Biggin Hill, TN16 3BH, UK ("BHAL").
- 1.2 the User.

2 INTERPRETATION

- 2.1 "Aerodrome Manual" means the Airport's Aerodrome Manual which is published from time to time and available to all Users in electronic format upon request.
- 2.2 "Aircraft" means an aeroplane of any size and weight, with or without a jet or a turbo fan engine, any helicopter, any hot air balloon or any glider and covers all fixed wing and all rotor wing aeroplanes and any parts and accessories, equipment and stores thereof whether or not the property of the User, plus any aircraft documents carried in it (as defined by section 88(10) of the CAA 1982).
- 2.3 "Aircraft Fees and Charges" is BHAL's annual list of Charges which is published from time to time on the Airport's website and is available on request with the applicable prices confirmed in Pounds Sterling excluding VAT.
- 2.4 "Aircraft Handling" means the servicing of an Aircraft whilst it is on the ground at the Airport to include but not limited to Aircraft movement, parking, cleaning, de-icing, baggage handling, cargo handling, passenger handling and the request for provisions.
- 2.5 "Airport" means the land and premises known as London Biggin Hill Airport; the aerodrome located at Biggin Hill in the London Borough of Bromley, Kent, operated by BHAL and licensed by the Civil Aviation Authority under Licence no. UKNEGKB-001.
- 2.6 "Airside Operating Procedures" means the Airside Operational Procedures as referenced in the Aerodrome Manual.
- 2.7 "Airside Vehicle Permit" means the General Requirements for Airside Drivers and Vehicles as detailed within the Airside Operating Procedures which are themselves part of the Aerodrome Manual which is available in electronic format upon request by any User.
- 2.8 "Authorised Employee" means a director, head of department or manager.
- 2.9 "Business Day" means Monday through to Friday up to 5pm on each day inclusive but excluding Saturday and Sunday and excluding bank holidays in England.

- 2.10** “CAA 1982” means the Civil Aviation Act 1982 or any re-enactment or modification thereof.
- 2.11** “Certificate of Airworthiness” shall include any validations thereof and any flight manual or performance schedule relating to the Aircraft.
- 2.12** “Charges” are those Charges as set out in BHAL’s Aircraft Fees and Charges and are those Charges made payable to BHAL for the use of the Airport, or for the provision of facilities or for Services provided by BHAL including but not limited to the cost of landing, navigation, parking, fuel and handling.
- 2.13** “Credit Period” means any period of time during which BHAL grants credit to a User.
- 2.14** “Confidential Information” means any information which should be treated as confidential under UK common law or pursuant to any statutory requirement in force from time to time.
- 2.15** “Data Protection Laws” means the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (the General Data Protection Regulation) together with any legislation amending, supplementing or replacing the General Data Protection Regulation including but not limited to the Data Protection Act 2018 or otherwise in force from time to time in the United Kingdom relating to the privacy and/or processing of Personal Data.
- 2.16** “Environmental Loss” means any and all losses, damages, liabilities, claims, costs and expenses which arise directly or indirectly from any soil or groundwater contamination, including any losses, damages, liabilities, claims, costs and expenses which relate to any interruption or disruption to the business carried on by BHAL and/or any other losses incidental or consequential to soil or groundwater contamination.
- 2.17** “Flight” has the same meaning as in the Air Navigation Order, 2016.
- 2.18** “GBP” means Great British Pounds Sterling.
- 2.19** “General Aviation” means those flight activities not involving commercial air transportation or operations used as specialised services including but not limited to agriculture, construction, surveying, photography, observation, patrol, search and rescue.
- 2.20** “Handling Agent” means the party contracted or appointed by the Operator to deliver the Aircraft Handling before, between or after the arrival and the departure of an Aircraft at/from the Airport or an Operator who self handles
- 2.21** “Hangarage” means the use of a hangar at the Airport in order park and/or house an Aircraft for any period of time as agreed with BHAL by the User
- 2.22** “Long-Term Parking” means a continuous parking period of 14 days or more.
- 2.23** “Maximum Total Weight” in relation to an Aircraft means the authorised maximum total weight of the Aircraft and its contents at which the Aircraft may take off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness for the time being in force in respect of the Aircraft.
- 2.24** “Operator” in relation to an Aircraft means the person or organisation at the relevant time having the management or the possession of the Aircraft whether the owner, User, pilot or otherwise and shall include that person’s or organisation’s respective servants, agents and contractors using, attempting to use or making use of the facilities and Services offered by BHAL.
- 2.25** “Passenger” means any person carried on an Aircraft and physically present at BHAL or intending to be carried on any Aircraft departing from BHAL with the exception of the crew operating the Flight.
- 2.26** “Personal Data” means any personal data (as defined under section 1 of the Data Protection Act 2018) which is subject to processing by the User pursuant to instructions given by BHAL and/or otherwise in accordance with these Terms and Conditions of Use. Personal Data includes Sensitive Personal Data as defined below.
- 2.27** “Runway” means the strip of ground at the Airport from which Aircraft are permitted to take off and land marked as and published as 03 and 21.
- 2.28** “Sensitive Personal Data” means any Personal Data relating to an individual’s racial or ethnic origin, political opinion, religious beliefs, trade union membership, physical or mental health or condition, sexual life, commission or alleged commission of offences, proceedings and/or sentences relating to offences or alleged offences

- 2.29** “Services” means the provision of Aircraft fuel, Aircraft fuelling and de-fuelling services, Aircraft Handling and associated services, Aircraft parking or Aircraft Hangarage by or at BHAL.
- 2.30** “Taxiway” means a route along which an aircraft can taxi when moving to or from a Runway.
- 2.31** “Terms and Conditions of Use” means the entire contents of this document inclusive of all conditions 1 to 23.
- 2.32** “User” means any person, association of persons, body (corporate or otherwise) or legal entity and their agents, directors, officers, employees, servants or representatives of whatever nature present at the Airport for whatever reason or utilising BHAL’s facilities and/or Services including without limitation any Operator, Handling Agent, Aircraft owner, Aircraft manager, Aircraft agent, passenger, service provider, contractor, flight crew member, tenant, visitor, associate, affiliate, contractor, subcontractor, customer, employee, invitee, family member or guest thereof present at the Airport.
- 2.33** “VAT” means UK Value Added Tax as primarily legislated by the Value Added Tax Act 1994
- 2.34** “Data subject”, “data controller”, “data processor”, “personal data”, “processing”, “appropriate technical and organisational measures” and “personal data breach” shall bear the meanings given to those terms respectively in the Data Protection Laws.

3 GENERAL CONDITIONS

- 3.1** These Terms and Conditions of Use are published on the Biggin Hill Airport website and are available upon request via email from enquiries@bigginhillairport.com
- 3.2** BHAL reserves the right at its sole discretion to modify, add to, amend, vary or discharge the Terms and Conditions of Use as and when deemed necessary by BHAL.
- 3.3** The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. BHAL draws the attention of all Users to, but not limited to, Condition 5 of the Terms and Conditions of Use which excludes or limits BHAL’s liability in certain circumstances.
- 3.4** The Civil Aviation Authority licences the Airport for use only by BHAL as Licensee.
- 3.5** Use of the Airport is subject to compliance with the following conditions:
- 3.5.1** Compliance with the local flying restrictions [including remarks as published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP)], BHAL’s Aerodrome Manual, remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, the Civil Aviation Act 1982, the Air Navigation Order 2016 (as amended from time to time) and all other applicable Laws including, for the avoidance of doubt, the maintenance of any licences or permits required pursuant to such requirements;
- 3.5.2** Compliance with Airport bye-laws, instructions, orders, directions, notices and codes as published from time to time by BHAL, the Civil Aviation Authority or the Department for Transport, or such instructions as may be given or issued from time to time [in any form] by, or on the authority of, any Authorised Employee or director of BHAL.
- 3.6** Each and every part of these Terms and Conditions of Use shall be construed as a separate and severable contract term and if one or more parts if held to be invalid, unlawful or otherwise unenforceable the remaining parts shall remain in full force and effect.
- 3.7** These Terms and Conditions of Use shall at all times be governed by and construed in accordance with the laws of England and Wales.
- 3.8** Any disputes arising out of these Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales.

4 USER OBLIGATIONS

- 4.1 The User shall furnish on demand, if required in such form as BHAL may from time to time determine, information relating to the movements (or planned movements) of its Aircraft at the Airport, including Aircraft registration, information about the number of Passengers and the volume of cargo and mail, the origin and destination of all passengers, cargo and mail, and details of the Maximum Total Weight of an Aircraft owned or operated by the User.
- 4.2 If required by BHAL, the User shall furnish without delay details of any changes in the authorised Maximum Total Weight in respect of each Aircraft owned or operated by the User. This provision shall also apply to the furnishing of copies or extracts from Aircraft flight manuals to enable verification of Aircraft's weight and/or noise characteristics by BHAL.
- 4.3 The User shall within 21 days produce for inspection by BHAL the original copies of documents requested by BHAL per 4.2 above, providing the request is made in writing by BHAL.
- 4.4 Where the User fails to provide the information required on demand per 4.1 – 4.3 above, BHAL shall be entitled to assess the Charges payable hereunder by the User by reference to the Maximum Total Weight and the maximum passenger capacity of the Aircraft type. The User shall thereafter pay the Charges as assessed by BHAL.
- 4.5 The User is responsible for its Aircraft and all its other property whilst at the Airport.
- 4.6 The User is responsible for taking all steps necessary so as to adequately secure and insure its Aircraft and its other property whilst at the Airport even if the Aircraft is under a lien.
- 4.7 The User or its Handling Agent shall at all times ensure compliance with BHAL's Airside Operating Procedures and BHAL's Airside Vehicle Permit scheme.
- 4.8 When departing BHAL the User shall ensure that no objects, belongings or property are left at the Airport without the express permission of BHAL. If any objects, belongings or property are left at the Airport which includes but is not limited to anything considered by BHAL to be dangerous or perilous then BHAL may dispose of or store these items at cost to the User.

5 LIABILITY

- 5.1 Nothing in these Terms and Conditions of Use shall limit or restrict BHAL's liability for death or personal injury resulting from its own negligence.
- 5.2 Neither BHAL, nor its employees, servants, directors or agents shall be liable for loss of or damage to any User's property, Aircraft, Aircraft parts or accessories or any property contained in or on the Aircraft, occurring whilst the Aircraft is at the Airport or is in the course of landing at or taking off from the Airport, or is being moved or dealt with elsewhere in accordance with these Terms and Conditions of Use. This exclusion shall apply whether or not such loss or damage arises or results directly or indirectly from any act, omission, neglect or default on the part of BHAL, its servants or agents unless done with intent to cause damage or recklessly and with the knowledge that damage would probably result.
- 5.3 If liability does attach to BHAL despite the contents of 5.2 above, the limit of such uninsured liability accepted by BHAL is the sum of £25,000.00 in respect of Aircraft damage.
- 5.4 Neither BHAL nor its employees, servants, directors or agents shall be under any liability whatsoever for any indirect loss, consequential loss, loss of profit, loss of revenue, loss or depletion of goodwill, diminution in value of any asset or property owned by the User including the value of any Aircraft, loss of opportunity, loss of business, increased costs or expenses, loss or corruption of data or information, environmental loss, data loss, any loss suffered by reason of any aerodrome service, assistance or facility not being available, wasted expenditure or any type of economic loss suffered by the User.
- 5.5 BHAL accepts no liability for payment of any additional Charges which a User may incur in the event of a diversion of an Aircraft or the requirement for an Aircraft to land at another airport or landing site.
- 5.6 BHAL gives no warranty as to the continuous use of and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access to the Airport.

- 5.7** Nothing in these Terms and Conditions of Use excludes or limits the liability of BHAL for:
- 5.7.1** death or personal injury caused by BHAL's negligence;
 - 5.7.2** fraud or fraudulent misrepresentation;
 - 5.7.3** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 5.7.4** any other matter which it would be illegal or unlawful to exclude or attempt to exclude or limit liability for under any statute, treaty, convention, regulation or other legislative or quasi-legislative rule that applies to and is binding upon BHAL pursuant to the law of England and Wales.
- 5.8** The employment of a Handling Agent will not absolve the Operator from any liability under these Terms and Conditions of Use and the Operator shall always be liable to BHAL for the actions or omissions of their Handling Agent at all times without limit or exclusion.

6 INDEMNITY

- 6.1** BHAL, its employees, servants and agents shall be indemnified by each and every User against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of BHAL) of any description due to or arising out of the use by the User of the Airport save to the extent that such costs, claims, injury, death, damage or loss are caused by BHAL or their employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that there was a high probability that such damage would probably result unless such indemnity is prohibited by statute.
- 6.2** The User shall at all times be responsible for taking all steps necessary to secure their Aircraft when it is parked or hangered at the Airport and shall indemnify BHAL against all or any losses, damage or liability which BHAL may suffer or incur as a result of a failure to do so by the User.
- 6.3** The User shall indemnify BHAL against all damages, claims, costs, demands, acts or omissions whatsoever arising whilst BHAL or its agents remove, rescue or salvage an Aircraft in accordance with these Terms and Conditions of Use and the User additionally undertakes to pay and/or reimburse BHAL for any resultant costs, damages, or losses (consequential or otherwise) relating thereto.
- 6.4** The User shall indemnify BHAL against all losses (including any consequential loss or damage), damages, claims, costs, demands, acts or omissions whatsoever arising out of the breach of any Environmental Laws by the User including but not limited to noise pollution, pollution resulting from spillages or loss of control of any oil, fuel or other liquids or gases and any other Environmental Loss. Such indemnity shall include the cost and expense arising from or relating to cleaning or making safe any spillages of waste, dangerous substances, or other materials (including aviation fuels) whether arising from or relating to acts or omissions of the User or third parties acting on its behalf.
- 6.5** The User will indemnify BHAL and keep BHAL fully indemnified against all actions, claims, proceedings, costs and damages (including all damages or compensation paid by BHAL on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of any of the terms and/or conditions and/or clauses within these Terms and Conditions of Use or arising out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

7 INCIDENTS PREVENTING OR RESTRICTING USE OF ANY PART OF THE AIRPORT

- 7.1** When an Aircraft is involved in an incident which prevents or restricts the full use of any part of the Airport the User will within 1 hour, subject to AAIB permission and at their own expense, commence safe removal, rescue or salvage of the Aircraft with such removal, rescue or salvage to be completed within 3 hours thereafter.
- 7.2** In default of 7.1 BHAL reserves the right, at its absolute discretion, to remove, rescue or salvage an Aircraft without notice to the User and at the User's expense. BHAL's decision is final. The User will be liable for all costs of removal, rescue or salvage incurred.
- 7.3** In the event that the Runway or Taxiways are not fully cleared and operational within 1 hour following an incident and/or the Airport is not re-opened and fully operational within 1 hour following an incident involving an Aircraft and unless the cause of the ongoing closure is beyond the User's control, BHAL reserves the right to levy a charge upon the User of that Aircraft in respect of missed Charges, loss of actual or expected revenue and/or expenses incurred between the time of the incident and the re-opening of the Runway, Taxiways and the Airport's return to fully operational status.

8 CHARGES

- 8.1** All Users of the Airport shall be liable and shall pay the applicable tariff as published in the Aircraft Fees and Charges.
- 8.2** If any Services, facilities, or supplies are provided to a User which are not referred to in the Aircraft Fees and Charges the amount to be charged shall be the reasonable amount determined by BHAL at its absolute discretion unless otherwise agreed before the Charges are incurred.
- 8.3** All Charges incurred fall due for payment as and when they are incurred unless otherwise agreed with or advised by BHAL.
- 8.4** BHAL reserves the right at any time to add to, vary, amend, or discharge any of the Charges set out in the Aircraft Fees and Charges. Any variation to the Charges shall be effective on not less than 14 days' notice via the Airport's website.
- 8.5** All Charges shall be payable to BHAL on demand, in GBP, unless credit terms or other payment currency have been agreed in advance in writing by the User with BHAL.
- 8.6** Bank charges or fees are for the account of the sender.
- 8.7** The User hereby acknowledges and accepts that Air Traffic Control clearance for departure may be delayed if Charges are outstanding and no arrangement in respect of an agreed payment has been made.
- 8.8** No reduction or exemption from Charges will be allowed by reason of the temporary or permanent unavailability of any Services, assistance, supplies or facilities.
- 8.9** BHAL shall be entitled at its sole discretion to reduce or waive any of the Charges incurred but such reduction or waiver must be in writing and given by an Authorised Employee or Director.
- 8.10** BHAL is a member of the Strasser Scheme and thus agrees to waive landing fees incurred by General Aviation Aircraft and Aircraft less than 3 tonnes not flying for hire or reward when such landing fees result from genuine emergencies, diversions and precautionary procedures. The burden of proof rests with the User to prove that the emergency, diversion or procedures undertaken were genuine.
- 8.11** Notwithstanding any other provision in these Terms and Conditions of Use or elsewhere, all Charges shall become payable immediately if:
- 8.11.1** the User fails to make payment of any Charges in accordance with the terms of any agreement with BHAL (including these Terms and Conditions of Use and any agreed credit facility) or the terms of any invoice issued to the User; or
- 8.11.2** the User or any other person commences any proceedings or takes any action or omits to take any action which, in the opinion of BHAL, could affect the ability of the User to pay any Charges, and BHAL notifies the User that the Charges have become payable immediately; or

- 8.11.3** BHAL believes that the User is or may become unable to pay any Charges, and BHAL notifies the User that the Charges have become payable immediately; and non-payment shall be deemed to be a default of payment at the date of such event for the purposes of Section 88 of the CAA 1982.
- 8.12** The User acknowledges and agrees that BHAL may at its sole discretion and at any time require the User:
- 8.12.1** to provide a bank guarantee to BHAL to cover the Credit Period plus 14 days; or
- 8.12.2** to pay a deposit to BHAL of an amount equal to the anticipated Charges to be incurred and/or payable over the Credit Period plus 14 days.
- 8.13** In the event that the User:
- 8.13.1** commits any act of bankruptcy; or
- 8.13.2** has a receiving order made or any receiver (including an administrative receiver) or manager appointed against it or the whole or any part of its assets; or
- 8.13.3** has any distress, execution, sequestration or similar process levied or enforced or sued out or upon or against the User or the whole or any part of its assets; or
- 8.13.4** makes an order or passes a resolution, whether voluntary or compulsory, for the winding-up or liquidation of the User; or
- 8.13.5** goes into administration; or
- 8.13.6** makes any assignment of its estate for the benefit of its creditors generally or any of them; or
- 8.13.7** makes any arrangement or composition with its creditors generally or any of them; or
- 8.13.8** is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 8.13.9** does any other act or takes any proceeding in law, or any third party does any act or takes any proceeding in law, having effects or results similar to or in formal preparation for any of the above then all Charges which have been incurred as at the date of such event shall become payable immediately and non-payment shall be deemed to be a default of payment at the date of such event for the purposes of Section 88 of the CAA 1982
- 8.14** BHAL may in addition to the Charges payable charge expenses, recovery costs and interest on all Charges if the User fails to pay such sums either:
- 8.14.1** by the date required in accordance with any agreed credit facility; or
- 8.14.2** on the date that any sums became payable immediately; whichever date is earlier and such interest shall be calculated from the date when the Charges to which it relates were incurred until the date of payment of the Charges (both dates inclusive) as specified in the Late Payment of Commercial Debts (Interest) Act 1998 and subsequent amendments and such interest shall be payable immediately and paid at the same time as the Charges to which it relates. For the avoidance of doubt, such interest shall be payable in addition to the Charges payable under Clauses 8.1 or 8.2. For the purposes of these Terms and Conditions of Use, non-payment of interest, compensation, loss, surcharge, recovery costs or other shall have the same effect as non-payment of Charges and shall be deemed to be a default of payment for the purposes of Section 88 of the CAA 1982.
- 8.15** Without prejudice to its statutory rights pursuant to Section 88 of the CAA 1982 or to any other right or remedy of BHAL, so long as the Aircraft, its parts or accessories shall be upon the Airport (including but not limited to any land within the Airport allotted by or rented from BHAL):
- 8.15.1** BHAL shall have a continual lien both particular and general upon the Aircraft, its parts or accessories for all Charges of whatever nature and whenever incurred (including, but not limited to, the Charges) which shall be or become due and payable to BHAL in respect of that Aircraft or in respect of any other Aircraft of which the person in default is the User at the time when the lien is exercised, and all such charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made;

- 8.15.2** the said lien shall not be lost by reason of the Aircraft, its parts or accessories departing from any land in the control of BHAL (including the Airport) but shall continue to be exercisable at any time when the Aircraft, its parts or accessories has returned to and is upon any such land so long as any of the said charges, whether incurred before or after such departure, remain unpaid; and
- 8.15.3** if payment of any such charge is not made to BHAL within 56 days after the date of detention, BHAL shall be at liberty from time to time and in such manner as it shall think fit to sell, remove, destroy or otherwise dispose of the Aircraft, its parts or accessories in order to satisfy any such lien.
- 8.16** In the event that BHAL and the User have agreed in this Clause 8 that any default of payment by the User shall be deemed to be a default of payment for the purposes of Section 88 of the CAA 1982, but for any reason whatsoever that Section does not apply, or only applies in part, the User agrees that BHAL shall nevertheless hold all rights it would hold and may take any steps it would be able to take if that Section did in fact apply. In addition, the User agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as BHAL may at any time require for the purpose of giving full effect to such rights.
- 8.17** No Aircraft will be accepted for Long-Term Parking unless agreement has been obtained in writing from any Authorised Employee or director.
- 8.18** Surcharges
- 8.18.1** Where it appears to BHAL that an Aircraft may not comply with the noise certification standards, or where the flight path is not followed or where there is any breach of the Aerodrome Manual, a surcharge may be levied on the User by BHAL. Any surcharge will be in addition to any fine, penalty or fee levied on BHAL by any third party. In addition to any surcharge BHAL also has the right to charge any and all incurred legal costs to the User.
- 8.18.2** Where any flight imposes an additional policing requirement over and above the Services normally provided at the Airport, BHAL may require the User to pay a charge equivalent to the additional identified cost of policing that flight.
- 8.19** Hangarage and/or Parking charges
- 8.19.1** Where Hangarage is used at the Airport, a separate contract may be issued but these Terms and Conditions of Use shall at all times remain valid and in place and apply equally. In the event of a conflict between any separate contract and these Terms and Conditions of Use, the terms in this Terms and Conditions of Use document will prevail.
- 8.19.2** For the avoidance of doubt, any Charges will apply whether the Aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured or is within a structure at the Airport including but not limited to any hangar.
- 8.19.3** At the Airport, parking charges will begin to accrue after landing as notified in the Aircraft Fees and Charges.
- 8.19.4** BHAL may at any time order a User either to move a parked Aircraft to another position or remove it from the Airport. Failure to comply with such an order within the period specified in it will render the User liable for any costs incurred by BHAL as a result of such failure to comply.
- 8.19.5** No Aircraft will be accepted for Hangarage or Long-Term Parking, beyond a period of 14 consecutive days, unless written agreement has been obtained from an Authorised Employee or director of BHAL.

9 PAYMENT

- 9.1 If the User has agreed credit facilities with BHAL payment shall be due within 14 days of the invoice or within such other credit period as may be agreed in writing between the User and BHAL.
- 9.2 Any queries in relation to an invoice should be raised in writing within 14 days of receipt of the invoice by the User or before the Aircraft to which the Charges are associated leaves the Airport, whichever is sooner. If an Aircraft departs the Airport without any queries in relation to an invoice being raised the invoice shall be deemed as accepted by the User in the sum stated on the invoice.
- 9.3 Any credit or discount facilities granted by BHAL may be immediately withdrawn by BHAL following default of payment on the due date or any breach of these Terms and Conditions of Use by the User.
- 9.4 The User shall not, without the prior written consent of BHAL, be entitled in respect of any claim of any kind it may have against BHAL to make any set-off against or deduction from any Charges outstanding and due to be paid to BHAL. All Charges must be paid in full pending the resolution of any such claim.

10 VAT

- 10.1 All amounts payable under these Terms and Conditions of Use or any agreement covered by them are deemed to be exclusive of VAT. Where an amount payable pursuant to these Terms and Conditions of Use or any agreement covered by them constitutes consideration for a taxable or deemed taxable supply, the recipient of the supply shall, on receipt of an appropriate VAT invoice, pay the supplying party the amount of VAT properly chargeable.
- 10.2 Where BHAL or the User is required pursuant to these Terms and Conditions of Use or any agreement covered by them to reimburse or indemnify any other party for any cost or expense that party shall reimburse or indemnify the other party for the full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any relevant tax authority.

11 INSURANCE

- 11.1 BHAL requires the User to purchase and maintain at all times comprehensive legal liability insurance covering passenger, public, employee, motor vehicle and third party liability insurance in respect of any Aircraft used, operated, Serviced, parked or hangered at the Airport and covering any other activities carried out at the Airport by the User in an amount not less than £5,000,000 for Aircraft with a maximum take-off weight of 2,700 kgs or £10,000,000 (business aviation Aircraft) in accordance with EC Regulation No. 785/2004 in respect of any one single incident, accident or occurrence. Such legal liability insurance shall in each case be at such levels as BHAL at its complete discretion and upon 14 days' notice in writing deems and communicates to be reasonable from time to time by virtue of the size and type of Aircraft used or operated by the User at the Airport and the User shall on demand produce evidence of such insurance to BHAL. Further the User shall at all times fully indemnify and keep indemnified BHAL against any breach of this condition without prejudice to any other rights BHAL shall have under these Terms and Conditions of Use or any agreement covered by them whether or not such rights are enforced by BHAL. The level of insurance cover purchased and maintained by the User shall not be less than £10,000,000 public liability, £5,000,000 motor vehicle liability and £10,000,000 employer's liability. BHAL may agree to lower levels of cover, in writing, on a case by case basis.
- 11.2 Evidence of such insurance shall be provided immediately to BHAL by the User upon request.

12 ENVIRONMENTAL LAWS

- 12.1 The User shall ensure that it complies fully with all Environmental Laws and shall not cause a nuisance (common law or statutory) to any owner of property in the vicinity of the Airport.

13 AUTHORITY TO BOARD AN AIRCRAFT

- 13.1** BHAL, its servants or agents shall have authority to board an Aircraft at the Airport for any purpose connected with the operation of the Airport and may require a User to pay the costs so incurred by BHAL in connection with the boarding of the Aircraft.

14 FORCE MAJEURE

- 14.1** BHAL shall not be in breach of contract by reason of any delay in performing or providing, or any failure to perform or provide, any Services and/or facilities if the delay or failure is beyond the reasonable control of BHAL including without limitation delay or failure caused by an act of god, explosion, adverse weather, floods, fire or accident, pandemic, sabotage, terrorist act, bombings or threats of bombings, strikes or other industrial action, drones, security alerts, restrictions, regulations, byelaws, government prohibitions or measures (including pandemic related lockdown), air traffic control delays or restrictions, employee sickness, contractor sickness, self-isolation requirement imposed upon any person or persons, power failure, breakdown of any machinery or equipment, interruption or failure of any utility service including but not limited to electricity, gas or water or the obstruction of any Runway, Taxiway, or other operational or non-operational areas of the Airport.

15 CONFIDENTIALITY

- 15.1** Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other and disclosed or obtained as a result of the relationship of the parties under these Terms and Conditions of Use or any agreement covered by them and shall not use or disclose the same save for the purposes of the proper performance of these Terms and Conditions of Use or any agreement covered by them or with the other's prior written consent or as required on a mandatory basis by Law.
- 15.2** Where disclosure of Confidential Information is made to any employee, consultant, sub-contractor or agent, it shall be done subject to obligations equivalent to those set out in these Terms and Conditions of Use and, if applicable, any additional terms in any agreement covered by these Terms and Conditions of Use and each party agrees to ensure that, if the other so requests prior to such disclosure, such employee, consultant, sub-contractor or agent enters into an agreement containing obligations equivalent to those set out in this Clause 15. Each party shall use its best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. Each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made by it.
- 15.3** The obligations of confidentiality in this Clause 15 shall not extend to any matter which the disclosing party can show:
- 15.3.1** is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Terms and Conditions of Use or any agreement covered by them;
 - 15.3.2** was in its written records prior to the commencement date of the relevant agreement covered by these Terms and Conditions of Use;
 - 15.3.3** was independently disclosed to it by a third party entitled to disclose the same.

16 DATA PROTECTION

- 16.1** The User warrants that it complies with and shall continue to comply with all Data Protection Laws relating to Personal Data in the United Kingdom as shall be applicable and in force from time to time.
- 16.2** The User will process Personal Data only for its own use on behalf of BHAL and shall not disclose or transfer Personal Data to any third party without the prior written consent of BHAL.
- 16.3** The User will provide BHAL with any and/or all information requested by BHAL relating to the processing of Personal Data within 14 days of such request being received in writing by the User.

17 ANTI-CORRUPTION

- 17.1** The User shall comply with the Bribery Act 2010 and all other applicable anti-bribery and corruption laws.
- 17.2** The User undertakes, warrants and represents that neither it or any of its officers, employees, agents or subcontractors has:
- (a)** accepted, solicited, agreed to receive, promised, offered or given a bribe, facilitation payment, kickback or other improper payment; or
 - (b)** committed an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws.
- 17.3** The User shall notify BHAL immediately if it becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of their obligations under Clause 17.2.
- 17.4** The User shall indemnify BHAL against any losses, liabilities, damages, costs and expenses incurred by BHAL as a result of any breach of Clause 17.1 or 17.2 by the User.

18 MODERN SLAVERY

- 18.1** The User shall comply with the Modern Slavery Act 2015, and all other applicable anti-slavery and human trafficking laws, statutes and regulations.
- 18.2** The User undertakes, warrants and represents that neither it or any of its officers, employees, agents or subcontractors has:
- 18.2.1** committed an offence under the Modern Slavery Act 2015 (“MSA Offence”); or
 - 18.2.2** been notified that it is subject to an ongoing investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - 18.2.3** is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
- 18.3** The User shall notify BHAL immediately if it becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of their obligations under Clause 18.2.
- 18.4** The User shall indemnify BHAL against any losses, liabilities, damages, costs and expenses incurred by BHAL as a result of any breach of Clause 18.1 or 18.2.

19 HEALTH AND SAFETY

- 19.1** The User will conform to the standards of safety specified within the Health and Safety at Work Act 1974. The User will conform to all regulations, associated codes of practice and guidance and special notifications released pursuant to the Health and Safety at Work Act 1974.
- 19.2** The User will remain up to date and comply with the laws of England and Wales including any and all releases of new statutes and/or legislation and/or regulations that affect organisations to which the Management of Health and Safety at Work Regulations 1999 (EU 891/ EEC) and amendments apply.

20 DISCRIMINATION

- 20.1** The User shall not unlawfully discriminate either directly or indirectly on grounds such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the User shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or any other relevant legislation, or any statutory modification or re-enactment thereof.
- 20.2** The User shall take all reasonable steps to ensure that there is no breach of Clause 20.1 by any director, officer, employee, servant, agent, Operator, Handling Agent, Aircraft owner, passenger, flight crew member, tenant, visitor, invitee, family member, guest, consultant, contractor or sub-contractor.
- 20.3** The User shall adopt a policy to comply with its statutory obligations under the Equality Act 2010 and, accordingly, will not discriminate directly or indirectly against any person in relation to decisions to recruit, train, promote, discipline or dismiss any employee, director, officer, contractor, sub-contractor or other person.

21 NOTICES

- 21.1** Each notice or other communication to be given under these Terms and Conditions of Use or any agreement covered by them shall be given in writing in English and, unless otherwise provided, shall be made by hand, post or email. For the avoidance of doubt notice shall not be validly served by fax.
- 21.2** Any notice or other communication to be given under these Terms and Conditions of Use or any agreement covered by them shall (unless one party has by no less than 5 Business Days' notice to the other party specified another address) be given at the address set out below for BHAL and any address referred to in any agreement covered by these Terms and Conditions of Use for the User:

Biggin Hill Airport

Main Passenger & Executive Terminal
Main Road,
Biggin Hill,
TN16 3BH

Attention: Chief Financial Officer

Email address: finance@bigginhillairport.com

- 21.3** Any notice or other communication given pursuant to these Terms and Conditions of Use or any agreement covered by them shall be deemed to have been received:
- 21.3.1** in the case of a notice given by hand, at the time of day of actual delivery;
- 21.3.2** in the case of a notice sent by email, through a confirmed delivered/read receipt;
- 21.3.3** if posted, by 10am on the second Business Day following the day on which such notice or communication was despatched by first class post provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day.

22 GENERAL

- 22.1** Each right or remedy of BHAL under these Terms and Conditions of Use is without prejudice to any other right or remedy of BHAL whether under these Terms and Conditions of Use or otherwise.
- 22.2** Nothing in these Terms and Conditions of Use shall prejudice any rights of BHAL under any statute, including but not limited to the Civil Aviation Act 1982 and any re-enactment or modification thereof.
- 22.3** BHAL reserves the right to manage capacity and operations at the Airport as it deems necessary for safety and/or for operational reasons and entry to and/or use of the Airport at any particular point in time is not guaranteed.
- 22.4** If any provision of these Terms and Conditions of Use or any provision of an agreement covered by them is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and Conditions of Use or any agreement covered by them and the remainder of such provision shall continue in full force and effect.
- 22.5** No failure or delay by BHAL to exercise any right or remedy under the Terms and Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or operate as a waiver of a proceeding or subsequent breach.
- 22.6** Any waiver by BHAL of any breach of, or any default under, any provision of these Terms and Conditions of Use or any provision of an agreement covered by them by the User shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Terms and Conditions of Use or any terms of an agreement covered by them.
- 22.7** The parties to these Terms and Conditions of Use do not intend that any term of these Terms and Conditions of Use or any agreement covered by these Terms and Conditions of Use shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 22.8** The formation, existence, construction, performance, validity and all aspects of any agreement covered by these Terms and Conditions of Use and any agreement covered by them shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales, except that it is agreed for the benefit of BHAL that the submission to the jurisdiction of the Courts of England and Wales shall not (and shall not be construed so as to) limit the right of BHAL to bring legal proceedings in any other court of competent jurisdiction including, without limitation, the court having jurisdiction by reason of the User's domicile or establishment. Legal proceedings by BHAL in any one of more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction by way of substantive action, ancillary relief, enforcement or otherwise.

23 ENQUIRIES

- 23.1** Any enquiries should be addressed in the first instance to enquiries@bigginhillairport.com.

END



EGKB



LONDON
BIGGIN HILL
AIRPORT

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enquiries@bigginhillairport.com