



STATES OF GUERNSEY

Guernsey Airport, La Villaize, Forest Guernsey GY8 ODS
01481 237766 www.guernsey-airport.gov.gg

Conditions applying to the use of Guernsey and Alderney Airport

1. Introduction

1.1 These Conditions

- (a) apply with effect from 1st November 2006 and replace all previous conditions of use, and
- (b) apply to Guernsey Airport and Alderney Airport.

1.2 These Conditions are governed by Guernsey Law and are subject to the exclusive jurisdiction of the Royal Court of Guernsey.

1.3 Potential users of the Airports are advised that:

- (a) Clause 7 of these Conditions excludes the liability of The States of Guernsey in certain circumstances;
- (b) That Clause 6 of these Conditions entitles the management of the Airports to detain and dispose of aircraft for non-payment of Airport Charges or other liability.

1.4 These Conditions incorporate the provisions of the Manual, a copy of which may be inspected on request.

1.5 Notification of the adoption of these terms and conditions has been published in the United Kingdom Aeronautical Information Publication. Further copies of these Conditions may be downloaded from the Website.

2. Definitions and Interpretation.

In these Conditions:

- ‘Aircraft’ has the same meaning as in the Air Navigation Order 2005, and for the purposes of Clauses 6 and 7 ‘Aircraft’ shall also include its parts and accessories, and / or any vehicles plant and equipment belonging to an Operator at the Airport;
- ‘Airport’ means either Guernsey Airport at La Villaize Forest Guernsey or Alderney Airport , Alderney, or both, as the context requires, and

	includes all the area under the control and authority of the Airport Management;
‘Airport Charges’	means charges for: <ul style="list-style-type: none"> ▪ The landing, parking or housing of Aircraft ▪ Supplies, services or facilities provided to the user or to their aircraft at or in relation to the Airport by the Airport Management; those charges being, <ul style="list-style-type: none"> ▪ at the rates published by the Airport Management from time to time; or ▪ in respect of specific supplies services or facilities those charges that are agreed with the Operator from time to time before those charges are incurred;
‘Airport Director’	means the airport director and in his or her absence the deputy airport director for the time being of Guernsey Airport and / or Alderney Airport (as the case may be) and ‘Deputy Airport Director’ shall be construed accordingly;
‘Airport Management’	means the States of Guernsey (acting by and through the Public Services Department) and includes the Airport Director, the Deputy Airport Director and all other officers, employees or contractors engaged or appointed by the States of Guernsey to manage the Airport;
‘Flight’	has the same meaning as in The Air Navigation Order, 2005;
‘Conditions’	means these terms and conditions;
‘Manual’	means the Guernsey and Alderney Aerodrome Manual
‘Operator’	means the person for the time being having the management or possession of an aircraft, including (without limitation), <ul style="list-style-type: none"> ▪ the owner, user, pilot or charterer of that aircraft, and ▪ any person body or organisation using or attempting to make use of, or which has used, the Airport or the facilities or services offered by the Airport Management at, or in relation to the Airport and their respective officers, employees and contractors
‘Website’	the website of Guernsey Airport at www.guernsey-airport.gov.gg

3. General Conditions

3.1 The use of the Airport is subject to compliance with:

- 3.1.1 these Conditions, including the Manual; and
- 3.1.2 local flying restrictions and other notifications published from time to time in the United Kingdom Aeronautical Information Publication; and
- 3.1.3 any regulations or instructions issued from time to time by the Airport Management, a copy of which will be placed in the Manual;

- 3.1.4 the Aerodrome Licence; and
 - 3.1.5 any requirements of the Civil Aviation Authority, the Department of Transport and the United Kingdom Health and Safety Executive, and the Public Services Department and the Health and Safety requirements of the State of Guernsey.
- 3.2 Copies of any documents or publications referred to in Clause 3.1 (other than the Manual and Aerodrome Licence) are available from the Airport Management on request, but shall be binding on the Operator whether or not a copy has been inspected. A copy of the Manual and Aerodrome Licence may be inspected on giving reasonable prior notice, at the Airport administration offices at La Villaize Forest Guernsey.
- 3.3 The Airport Management may levy a copying charge in respect of any documents supplied pursuant to Clause 3.2.
- 3.4 These Conditions shall be treated as having been automatically incorporated into any agreement, contract or other legal arrangement or relationship entered into between the Operator and the Airport Management relating to the use of the Airport, whether or not they are expressly referred to or not.
- 3.5 The Airport Management shall be entitled at any time to:
- 3.5.1 modify, replace, vary, delete or add to these Conditions;
 - 3.5.2 add to or replace any part of the Manual, and the copy of the Manual maintained by Airport Management shall be conclusively treated as the definitive and up to date copy of the Manual
- and the Operator shall comply with any change.
- 3.6 The Airport Management shall use all reasonable efforts to bring to the attention of Operators, any changes that may have been made pursuant to clause 3.5, including publication of that change on the Website, but any failure by the Airport Management to give notification of any change shall not invalidate the change nor entitle the Operator to act (or omit to act) in a way that is inconsistent with that change once it has been drawn to the Operator's attention.

4. Operator Services

The Operator shall not supply any service at or from the Airport without the prior written consent from the Airport Management. The Airport Management may in its absolute discretion withhold consent.

5. Charges

- 5.1 The Operator shall pay the Airport Charges without set-off or any deduction.
- 5.2 All Airport Charges payable by the Operator shall accrue from day to day, and payable to the Airport Management,
 - (a) on demand, unless otherwise agreed by the Airport Management;
 - (b) and whether or not a demand has been made, before the aircraft departs from the Airport.
- 5.3 The Airport Management may, in its sole discretion, agree terms for the payment of the Airport Charges, but in the event that

- (a) the Operator shall fail to comply with the terms of that agreement, or
- (b) if the Airport Management reasonably consider that the ability or willingness of the Operator to pay the sums in accordance with those payment terms has been brought into question,

all outstanding sums shall become immediately due and payable and the Airport Management may withdraw those payment terms.

- 5.4 The Airport Management may charge interest on any unpaid Airport Charges, and interest shall be calculated on a daily basis on the outstanding sum at 4% over the base rate of the Bank of England from the date that the sum became due until the date of payment. The interest shall be payable with the Airport Charges.
- 5.5 The Airport Management shall be entitled to vary and /or increase from time to time any of its fees or charges in its absolute discretion.
- 5.6 The Airport Management shall publish details of any variation and increases and copies will be available for inspection at the Airport and on the Website. The Airport Management will supply copies of its current charges to any person upon request.
- 5.7 The display of any details, or delivery of a list of the Airport Charges, shall not be an offer by the Airport Management to provide any facilities or services or permit the use of the Airport at those rates or at all. Any failure by the Airport Management either to display details of any Airport Charges or any current variations or increases, or to deliver an up to date list of Airport Charges shall not disentitle the Airport Management from recovering Airport Charges at the latest rates if they shall be different from any details displayed or delivered.

6. Lien

- 6.1 For as long as Aircraft, belonging to an Operator, shall be upon any land at the Airport, the Airport Management shall have a contractual and continual lien, both particular and general over,
 - (a) the Aircraft in respect of which the charges were incurred whether or not they were incurred by the person who is the Operator at the time when the lien is exercised or,
 - (b) any other Aircraft of which the Operator in default is the Operator or owner at the time when the lien is exercised,

for all Airport Charges, costs, fees or other liabilities of whatever nature which are due or owed to the Airport Management.

- 6.2 The lien referred to in Clause 6.1 shall not be lost by reason of the Aircraft departing (or in the case of parts, accessories, and /or any vehicles plant and equipment being removed) from the Airport, but shall continue to be exercisable at any time when that Aircraft has returned to the Airport for as long as any of the liabilities referred to in Clause 6.1 remain outstanding and whether incurred prior to or after departure from the Airport.
- 6.3 The Airport Management shall be entitled to levy fees incurred in respect of any Aircraft for storage or other facility for the aircraft during the period for which the lien is exercised and the lien shall extend to any of those unpaid fees and interest as it shall think fit.

- 6.4 If any Airport Charges, costs, fees or other liabilities (including interest and any fees payable under Clause 6.3) shall remain outstanding, Airport Management shall be entitled to despatch by ordinary post to the Operator and to any registered owner of the Aircraft at their last known address, a notice demanding payment within 35 days of the date on which the letter was despatched. In proving that such notice was despatched it shall only be necessary to show proof of posting and not proof of receipt.
- 6.5 In the event that payment in full of all outstanding Airport Charges, costs fees or other liabilities (including interest and any fees payable under Clause 6.3) has not been made by the date required under Clause 6.4, title in the Aircraft the subject of the lien shall vest in the Airport Authority who may in its absolute discretion sell, dispose of, remove or destroy the Aircraft.
- 6.6 In the event of the sale of any Aircraft, the Airport Management shall be under no duty to obtain the best price and may apply any proceeds in discharge of all the outstanding sums due to the Airport Management and in defraying the costs of the sale or disposal of the Aircraft and shall account for the balance to any person so entitled.
- 6.7 The exercise of any rights under this Clause 6 shall be without prejudice to the exercise of any other right remedy or power exercisable by the Airport Management whether by any Law Ordinance Regulation Statutory Instrument Act of Parliament or other enactment having force in any part of the Bailiwick of Guernsey or otherwise.

7. Exclusion of Liability and Indemnity

- 7.1 Neither the Airport Management, nor any of its officers, employees or contractors shall be liable for loss of or damage to any Aircraft or any property in the Aircraft, occurring while the Aircraft is
- (a) at the Airport, or any hangarage or other land or property connected with the Airport;
 - (b) in the course of landing or taking off or taxiing at the Airport; or
 - (c) is being removed or dealt with elsewhere under the provisions of Clause 6,
- arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Airport Management or any of its officers, employees or contractors, unless done with intent or recklessly and with the knowledge that damage would probably result.
- 7.2 The Operator shall indemnify the Airport Management for any loss damage or liability (including liability for personal injury or death) arising directly or indirectly from the negligence, breach of contract or breach of statutory duty of the Operator its officers, employees and contractors or any person on its or their behalf, or for whom the Operator is responsible.

8. Information

- 8.1 The Operator or its appointed handling agent shall supply to the Airport Management, and in such form as the Airport Management shall reasonably require:
- (a) information relating to the movements of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of these movements, including information about numbers of arriving, departing or in transit

passengers, the volume of cargo and mail embarked and disembarked at the Airport, together with the name of the Operator who is to be invoiced;

- (b) details of the maximum total weight authorised in respect of each aircraft owned or operated by the Operator, such information to be supplied from time to time and on demand;
- (c) details of any changes in maximum total weight authorised in respect of each aircraft owned or operated by the Operator, such information to be supplied within 24 hours of the Operator such change in authorisation
- (d) copies of aircraft load sheets to enable verification of all details with respect to passengers carried on any or all Flights departing from the Airport within a specified period
- (e) extracts from aircraft flight manuals to enable verification of aircraft weight and noise characteristics.

8.2 If the Operator or its handling agent shall fail to provide any of the information referred to in Clause 8.1, or within the timescales required, the Aircraft Management shall be entitled to assess the amount of the Airport Charges by reference to the maximum total weight authorised and maximum passenger capacity of the aircraft type.

9. Surcharges

9.1 Where any Flight imposes

- (a) an additional policing or fire cover requirement over and above the services normally provided at the Airport, or
- (b) imposes operational constraints

the Airport Director or his deputy may require the Operator to pay a charge equivalent to the identified cost of that additional requirement or an additional fee which in the reasonable opinion of the Airport Management is fair and reasonable to compensate for any imposed operational constraint.

9.2 If an Operator shall have received approval for an out of hours movement, but no longer requires it, it must notify the Airport Director that it is no longer required prior to the Airport Management incurring additional costs in relation to that movement, failing which the Airport Management shall be entitled to invoice for the full out of hours charge.

10. Authority to Board Aircraft

The Airport Management shall have the authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require the Operator to pay any costs in relation to such boarding.

11. Removal of Aircraft

11.1 The Airport Management shall have the right to remove or require the removal of any aircraft from any part of the Airport where that aircraft is in the opinion of the Airport Director in any way impeding the safe and efficient operation of the Airport.

- 11.2 The obligation to remove any aircraft shall be an obligation of the Operator of that aircraft, who shall take immediate steps to remove any such aircraft immediately upon receiving written notice from the Airport Director to do so.
- 11.3 The Operator shall fully and effectively indemnify the Airport Management from and against all or any liability, loss damage, costs claims and expenses however they are incurred as a result of any failure to remove an aircraft under the obligation in clause 11.2 or which is incurred consequent upon such removal including storage or other facility or service charges.
- 11.4 If the Operator is unable to comply with a notice given by the Airport Director, the Operator may request the Airport management to carry out the removal and if the Airport Management agrees to do so, the Operator shall indemnify the Airport Management against
- (a) all the costs and expenses incurred in that removal; and
 - (b) all liability, loss, damage, costs and expenses incurred or suffered by the Airport management incurred during the carrying out of that removal including
 - (i) liability for personal injury, death or damage to property, and
 - (ii) costs incurred consequent upon such removal including storage or other facility or service charges

and the Operator, in making such a request, automatically waives and agrees to the exclusion of all liability on the part of the Airport Management for loss or damage caused to the aircraft by its removal (other than for any wilful damage caused by misconduct on the part of the Airport Management or its employees or contractors).

- 11.5 The Airport Management reserves the right in its absolute discretion to remove any aircraft without giving notice under Clause 11.1 where in the opinion of the Airport Director there is insufficient time to give a notice or where safety at the Airport is in jeopardy or where the operational requirements of the Airport are being prejudiced.
- 11.6 The Operator shall indemnify the Airport Management against
- (a) all the costs and expenses incurred in that removal under clause 11.5;
 - (b) all liability, loss, damage, costs and expenses incurred or suffered by the Airport management incurred during the carrying out of that removal under clause 11.5 including liability for personal injury, death or damage to property, and
 - (c) costs incurred consequent upon such removal including storage or other facility or service charges,

and the Operator waives and agrees to the exclusion of all liability on the part of the Airport Management for loss or damage caused to the aircraft by its removal (other than for any wilful damage caused by misconduct on the part of the Airport Management or its employees or contractors).

12. Authority

The Airport Management shall be entitled to assume without making further enquiry, and the Operator warrants that

- 12.1 the Operator has full authority and power to bind, any owner, lessor, mortgagor, lender or pilot of the aircraft and their respective employees agents and contractors, and
- 12.2 that any person purporting to act with the authority of the Operator does have full power to bind the Operator and the parties referred to in Clause 12.1

and the Operator agrees to ratify any such instructions, notices, requests, acts, or agreements made by any such person immediately upon receiving written request from the Airport Management.

13. Insurance

- 13.1 The Operator agrees to comply with the requirements of the United Kingdom Civil Aviation (Insurance) Regulations 2005 as they may be amended from time to time.
- 13.2 In respect of any vehicle used or operated at the Airport and which has been designated 'airside', the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for ten million pounds (£10m) or such other sum designated by the Airport Management and published in the Manual. The Operator shall supply evidence of compliance including a copy of the policy and the receipt for payment of the current premium on demand.
- 13.3 The Airport Management may issue, and the Operator shall comply with, any requirements for further insurance cover and or the amounts for the minimum sums to be insured in relation to any policies to be maintained under these Conditions.

14. Carrying spares

The Operator of any aircraft with a maximum take off weight exceeding three metric tonnes shall either carry on board, or ensure the availability at the Airport of:

- a spare nose wheel;
- a spare main gear wheel, and
- a tow bar/push back bar.

In the event that these spares or equipment is not available and the aircraft cannot be moved resulting in the closure of all or any part of the Airport, the Operator shall pay compensation for any loss of revenue or other costs incurred however arising, resulting from the closure.