



Gamston Aviation Limited – Retford Gamston Airport

Conditions of Use

1 These Conditions

This document sets out the legal terms and conditions (**Conditions**) under which you agree to use our facilities and services at the Airport. If you use our facilities and services in any way (including take-off and landing) you agree to be bound by these Conditions.

2 Definitions

2.1 In these Conditions, each of the following words shall have the following meanings:

Aerodrome Manual means the manual issued by the Airport Manager from time to time regarding the use of the Airport and as approved by the CAA.

Aircraft includes all fixed wing, rotor wing and unmanned aircraft and all parts, accessories, components, equipment, and stores.

Airport means Retford Gamston Aerodrome.

Airport Manager means the person for the time being appointed by the Company to be in charge of the Airport and includes any other person for the time being in charge of the Airport.

Airside means the part of the airport which is directly (but not solely) related to aircraft operations, including aprons, runways and taxiways.

Company means Gamston Aviation Limited and any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agents.

Extension of Hours means the extended opening of the airport and the availability of airport services outside of Published Hours for which a charge is levied by the company on each operator operating during the Extension of Hours.

Handling Agent means any person, firm or company appointed by an Operator to perform any or all of the ground handling functions or an Operator who self-handles.

Operator means the person, firm, or company for the time being having the management of an Aircraft.

Passenger means any person carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft.

Pilot in command in relation to an Aircraft means the pilot designated by the Operator as being in command and charged with the safe conduct of its flight, without being under the direction of any other pilot in the aircraft;

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Published Operating Hours means the hours of availability of the Airport published in the United Kingdom Aeronautical Information Publication. From time to time, the airport may have amended opening or closing hours.

User means a user of an Aircraft at the Airport.

Paragraph headings shall not affect the interpretation of these Conditions and references to paragraphs are to paragraphs in these Conditions.

Words in the singular shall include the plural and vice versa.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes and subordinate legislation for the time being made under it.

3 Airport Operating Hours and Services to be Provided

3.1 Unless otherwise agreed by the Company in writing, the following services at the Airport will be available to Users during the Published Operating Hours on request and shall be provided exclusively by the Company or its agents:

- (a) Hangarage and parking
- (b) Supply of aviation fuel
- (c) Aircraft towing
- (d) General apron services
- (e) General aviation and executive handling

3.2 Use of the Airport outside of Published Operating Hours is strictly subject to the Airport Out of Hours Operating Policy and the granting of a written Out of Hours Permit by the Airport Manager.

4 Airport Charges

4.1 All Users of the Airport shall pay the tariff as published on the Company website at <https://retfordairport.co.uk/fly-in.html> unless otherwise agreed before the charges are incurred.

4.2 If any services, facilities or supplies are provided to a User of the Airport which are not referred to in the tariff, the amount to be charged shall be the amount determined by the Company in its absolute discretion unless otherwise agreed before the charges are incurred.

4.3 All fees and charges or other indebtedness due to the Company on any account whatsoever shall be payable on demand by the Company and in any event before the Aircraft in relation to which the fees and charges or other indebtedness were incurred departs from the Airport (unless otherwise agreed by the Company in writing).

4.4 Notwithstanding any purported allocation by the User, the Company shall be entitled in its absolute discretion to allocate any monies received from or on behalf of a User against any indebtedness owed by the User to the Company.

4.5 The Company may, without prejudice to any rights it may have, set off any liability of the User to the Company against any liability of the Company to the User.

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- 4.6 If the User fails to make any payment on the due date, the Company shall be entitled to charge interest until payment in full is made (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Lloyds Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the User shall pay the interest immediately on demand. The Company's rights under these Conditions 4.6 and 4.7 shall be in addition to and without prejudice to its rights and remedies available at law which it may seek to exercise at its sole and absolute discretion.
- 4.7 The Company reserves the right to withhold the supply of fuel or any other services to a User if there are any monies owed to the Company by the User on any account whether or not payment in cash or otherwise is offered for the fuel.
- 4.8 Nothing in these Conditions shall prevent the Airport Manager, at their discretion, to abate or waive either wholly or in part the charges or surcharges set out in the published charges.
- 4.9 Time for payment shall be of the essence for these Conditions.

5 Compliance with Instructions, Orders and Directions

All Users of the Airport shall comply with all of the following:

- (a) these Conditions;
- (b) local flying restrictions, rules and remarks published from time to time in any aeronautical information publication;
- (c) the Aerodrome Manual and all other written instructions, orders or directions published from time to time by the Airport Manager; and
- (d) all oral instructions given by the Airport Manager.

6 Lien

- 6.1 Without prejudice to its statutory rights pursuant to section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company (statutory or otherwise), so long as an Aircraft shall be at the Airport, the Company shall have a contractual lien, both general and particular, (the **Lien**) upon the Aircraft for any fees and charges or any other indebtedness due to the Company on any account whatsoever which shall become due and payable to the Company either:
- (a) in respect of the Aircraft in relation to which the tariff or other indebtedness were incurred, whether or not these were incurred by the person who is the User at the time when the Lien is exercised; or
 - (b) in respect of any other Aircraft of which the person in default of payment is the User at the time when the Lien is exercised.
- 6.2 The Lien shall not be lost by reason of the Aircraft leaving the Airport but shall continue and shall be exercisable so long as any part of such fees, charges or indebtedness remains unpaid.
- 6.3 The Lien shall be in addition to and without prejudice to any right of detention or any other remedy or power which the Company may have whether under the Civil Aviation Act 1982 or any other law.
- 6.4 If payment of any tariff in respect of which a Lien has been exercised by the Company is not made to the Company within 56 days after notice has been sent to the registered owner of the Aircraft, the Company 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 in order to satisfy all or part of the Lien. The Company

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shall reserve the right to recover reasonable legal and administrative costs incurred in respect of exercising the lien.

7 Exclusion and Limitation of Company's Liability

7.1 For the purpose of this condition, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.

7.2 Subject to Condition 7.4 but otherwise notwithstanding any other provision of these Conditions, the Company shall not be liable to the User or to any third party, in respect of any indirect or consequential loss including but not limited to any claim or demand for loss of revenue, loss of profit, loss of use, loss of goodwill, loss of opportunity, loss of business, increased costs or expenses or wasted expenditure.

7.3 The Company shall not be liable for:

- (a) any costs, claims, damage or loss whatsoever to any Aircraft, its parts or accessories or any property contained in the Aircraft at any time, including while the Aircraft is at the Airport or in the course of landing or taking off at the Airport or being removed or dealt with elsewhere; or
- (b) any other loss, damage or injury to any person or otherwise howsoever caused,

resulting directly or indirectly from any act, omission, negligence or other default on the part of the Company unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute.

7.4 Nothing in this Condition 7 shall be construed as excluding or limiting liability for:

- (a) death or personal injury resulting from a party's negligence;
- (b) fraud or fraudulent misrepresentation by a party;
- (c) any other liability to the extent which it cannot be lawfully excluded.

7.5 The User shall indemnify the Company against any claims, liabilities, costs and/or expenses related to or in connection with the User's operation of the Aircraft or the arrest, detention, confiscation, forfeiture or seizure of the Aircraft.

7.6 The Company gives no warranty as to the continuous use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access of the public to the Airport.

8 User's Obligations

8.1 Each User shall be responsible for:

- (a) its Aircraft and other property while at the Airport;
- (b) taking all necessary steps to secure its Aircraft and other property while at the Airport and for restricting unauthorised access to, or unauthorised use of, such Aircraft and property;
- (c) the operation by the User, its agents and employees of its Aircraft and other property at the Airport and shall keep the Company indemnified against all costs, claims, damage, loss or injury due to, or arising out of the User's breach of any of such responsibilities.

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- (d) ensuring that its agents or employees:
 - (i) do not, without the written approval of the Company, store or supply fuel or lubricants for Aircraft using the Airport;
 - (ii) do not fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company.

9 Insurance

9.1 User shall:

- (a) be responsible at its own cost for insuring the Aircraft against all risks customarily insurable in respect of loss of or damage to such an aircraft, its engines, components and any spare parts, whether or not belonging to User, whilst such property shall be on the Airport's premises;
- (b) have in effect and maintain in force at all times liability insurance in respect of the Aircraft, including passenger, baggage, cargo and third-party liability insurance for a combined single limit in an amount of not less than (i) £5 million for aircraft with up to a maximum take-off weight of 2,700 kilograms or (ii) £10 million for business aviation Aircraft; pursuant to Regulation EC 785/2004.

9.2 User shall produce evidence to the Company on reasonable request of the insurance policies set out in this Condition 9 and payment of all premiums due on each policy.

9.3 The User warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in this Condition 9 being or becoming void, voidable or unenforceable.

9.4 The Company requires the operator of any motor vehicle driven 'airside' to hold and maintain at all times third party liability insurance of not less than £10,000,000.

10 Provision of Information

10.1 The User, upon request, provide the Company with any information regarding the movements of its Aircraft at the Airport within 24 hours of the request of each such movement including, but not limited to, any information regarding [the timing of each such movement, the number of terminal and transit passengers and the maximum total weight authorised in respect of each Aircraft operated by it and shall inform the Company of any changes to this information immediately they occur at the Airport.

10.2 Where the User fails to provide any information required by this Condition 10, the Company 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. The User shall pay the re-calculated charges as assessed by the Company.

11 Force Majeure

The Company shall not be liable to a User or be deemed to be in breach of contract by reason of any delay in performing or providing, or any failure to perform or provide, any services, facilities or supplies if the delay or failure is due to any cause beyond the Company's reasonable control including (but without limitation to) war, pandemics, invasion, military force, terrorism, fire, storms and acts of God, any delay in supply of materials, parts, tool or equipment beyond its control or any order or regulation issued by any government or local authority affecting the Airport or the Company.

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12 No right to set off

All fees and charges payable by a User shall be paid in full, without counterclaim, with holding or other deduction on any account whatsoever.

13 Governing Law and Jurisdiction

These Terms and Conditions of Use shall be governed by and construed according to English Law and the Company and the Operator shall submit to the exclusive jurisdiction of the English Courts as regards any claim or dispute arising from their interpretation or exercise.

14 Modification and Waiver

14.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these Conditions or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

14.2 No single or partial exercise of any right or remedy provided under these Conditions shall preclude or restrict the further exercise of any such right or remedy.

14.3 A waiver of any right or remedy provided under these Conditions or by law shall only be effective if it is in writing and signed by the Airport Manager and shall apply only to the User and for the specific circumstances for which it is given. It shall not prevent the Company subsequently relying on the right or remedy in other circumstances.

15 Variation

15.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the Conditions set out herein.

15.2 No variation of these Conditions shall be valid unless agreed in writing with the Airport Manager.

16 Dispute Resolution

16.1 Without prejudice to the Company's rights under these Conditions and law, if there is a genuine dispute between the Company and you concerning an invoice, then you must write to the Company by email to manager@retfordairport.co.uk within 14 days of receipt of the invoice by you and provide details of the invoice number, the total amount of the invoice, the total amount of the invoice in dispute, the specific reasons for the dispute and supporting evidence.

16.2 Without prejudice to the Company's rights under these Conditions and law, if there is a genuine dispute between the Company and you (other than a dispute concerning an invoice), then you must write to the Company by email to manager@retfordairport.co.uk within 30 days of the matter arising providing particulars of the reasons for the dispute together with supporting evidence. Within 30 days of receipt of your email raising the dispute, we will discuss the matter with you and attempt to resolve the dispute.

17 Enquiries Concerning these Conditions

Any enquiries should be addressed in the first instance to the Airport Manager.