



# Fees & Charges 2023 - 2024

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Proud of every journey

# **This booklet sets out the General Conditions of Use of the Airport and the levels of charges, effective from 1st April 2023.**

Our charges are annually reviewed in order to appropriately reflect changing market conditions. The Airline Operators Committee at Birmingham is the official body used for consultation of the annual review of operating charges.

**Nick Barton**  
Chief Executive Officer

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## 1. Passenger Load Supplement

A fee of £16.38 is payable per departing passenger from the Airport (excluding children under 2 years of age) on air transport movements (ATM) including charter and air taxi aircraft. An ATM is any landing or take-off of an aircraft engaged in the transport of passengers, freight or mail on commercial terms. All scheduled movements, including those operated empty, loaders, charter and air taxi are included.

## 2. Passengers with Reduced Mobility (PRM)

The charge is based upon the cost of providing assistance to arriving and departing passengers (including transits) with reduced mobility and is made on a departing passenger (including transits) basis at **£1.17 per passenger**.

## 3. Ground Handling System

The charge per departing passenger for ground handling systems is **£0.47**.

## 4. Baggage Reconciliation System

The charge per departing hold bag for baggage reconciliation system is **£0.23**. Notice of derogation of this service by the airline must be notified to Birmingham Airport by the 1st April each year for the following year.

## 5. Hold Baggage Screening Equipment

The charge per departing passenger for hold baggage screening equipment is **£0.72**.

## 6. Hold Baggage Screening Operation

The charge per departing passenger for hold baggage screening operation is **£0.63**.

## 7. CAA Aviation Security Charge

The charge per departing passenger for CAA Aviation Security Charge is **£0.072**.

## 8. Runway Charge

### Standard Charge

**£14.85** per tonne. See Conditions of Use for calculation of MTOW.

### Diversions and Inbound Only Flights

For diverted or inbound only flights (Air Transport Movements where carriage is offered to members of the public whether loaded or empty and flights where capacity is contracted to another person, including empty positioning flights) operated to Birmingham Airport (passenger, cargo and mail carrying sectors) runway charges, navigation charges and passenger load supplement (including PRM charges) will be charged on the arriving ATM. The Airport reserves the right to charge in addition on the departing ATM where passengers have boarded at Birmingham Airport.

### Direct Flights from Red List Countries

For flights that operate direct to Birmingham Airport from countries rated as Red for Coronavirus by the UK Government, runway charges, navigation charges and passenger load supplement (including PRM charges) will be charged on the arriving ATM.

### Noise Violation Surcharge

- i) Night Period (2330-0600 hours local time)

A surcharge of **£14.85 per tonne**. (Equivalent to the runway charge) will be levied where the night noise violation level of 83 dB(A) be exceeded on departure.

ii) Day Period (0601-2329 hours local time)

A surcharge of **£500.00**, plus **£150.00 per full decibel** over 90 dB(A), will be levied where the daytime noise level of 90 dB(A) be exceeded on departure.

A noise violation is deemed to occur when the above noise levels are exceeded at the noise monitors which are positioned at a minimum of 6.5km from the start of roll. The Company reserves the right to amend or extend the noise control scheme at any time as appropriate.

### Empty Positioning Flights

The standard runway charge will be rebated by 75% (for ATMs only).

### Flights Without Touchdown

For flights which do not land but involve the use of ATC equipment, Nav aids or lighting, the standard runway and navigation charges will apply.

## 9. Navigation Charges

Navigation services at Birmingham Airport are provided by Birmingham Airport Air Traffic Limited. The charge for this service is £4.98 per tonne (or part) on all departures based upon the Maximum Take-Off Weight.

## 10. Crew Training and Test Flights

A 75% rebate of standard fees per movement may be allowed.

The Minimum charge is £65.00 per movement \*except for General Aviation Training flights.

### Crew Training

The Criteria to be met in order to qualify for the rebate, include:

- (a) Flights are for the sole purpose of training or testing flight crew personnel;
- (b) The pilot being trained or tested is under the instruction of a Civil Airline, a licensed air taxi operator or an authorised air training school for the purpose of satisfying the requirements of the various regulations for the operation of air transport aircraft; or when a professional pilot is flying to maintain his commercial licence and appropriate ratings.

### Test Flights

The Criteria to be met in order to qualify for the rebate include:

- (a) The flight is carried out on the same day as the planned departure of the aircraft;
- (b) The flight is not a Certificate of Airworthiness test; and
- (c) The flight takes off and lands at Birmingham Airport

## 11. Aircraft Parking

### 11.1

For aircraft making a minimum of 1 chargeable departure per week, there is no charge for the first 2 hours of parking. Thereafter the following charges are for 24 hours or part for each period of parking.

Not over 3.5 tonnes	<b>£4.17 per 1/2 tonne</b>
Not over 10 tonnes	<b>£30.22 flat rate</b>

Not over 20 tonnes	<b>£56.42 flat rate</b>
Not over 30 tonnes	<b>£84.19 flat rate</b>
Not over 100 tonnes	<b>£84.19 + £17.19 per 10 tonnes (or part over 30 tonnes)</b>
Over 100 tonnes	<b>£203.46 + £15.47 per 10 tonnes (or part over 100 tonnes)</b>

During any period of parking, the Airport reserves the right to require that the aircraft be moved to a different location upon the site at the aircraft operator’s expense.

### 11.2

For aircraft making less than 1 chargeable departure per week, a rate of **£8.34 per tonne** will be charged for each 24-hour period or part. The Airport reserves the right to require that the aircraft be moved to a different location upon the site at the aircraft operator’s expense. Discounts may be available against this charge by agreement with the Airport prior to the period of parking commencing.

## 12. Spillages

Where there is a spillage involving hazardous substances, which requires the Airport to take prompt and immediate action to control, contain, remove, clean up or otherwise dispose of such substances then the Airport will recharge the operator, controller, storer and or owner of the said substances for any and all reasonable costs incurred by the Airport, including but not limited to the provision of all materials, vehicles, labour, equipment, disposal charges etc. deemed necessary in carrying out its obligations statutory, regulatory or otherwise.

Minimum Charge: **£500.00**

## 13. Miscellaneous Charges

There is a minimum 1/2-hour charge unless otherwise stated.

### 13.1 Fire Cover

On request, for appliance and crew covering engine starting or refuelling per hour **£174.47**

### 13.2 Fixed Electrical Ground Power

Provision of ground power to aircraft is charged per departing ATM. The charge per ATM is levied on all departures and is based on the following groups which vary by aircraft weight.

Aircraft Group*	Charge per ATM	Example aircraft
1. **	£41.02	B777, B787, A350, A330
2.	£20.10	B767
3.	£20.10	B757
4.	£19.84	A320/A321/B738
5.	£19.64	E195/A318/A319
6.	£19.69	Q400/ATR72



7. ***	£60.29	A380/B788
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\*For a full list of aircraft by group please e-mail [fees@birminghamairport.co.uk](mailto:fees@birminghamairport.co.uk)

\*\*\*Group 7 aircraft require the use of three FEGP units

\*\*Group 1 aircraft require the use of two FEGP units

### 13.3 Stand Cleaning

Charged at labour rates plus materials for cleaning soiled aircraft stands e.g. fuel spillage, dumped hydraulic fluid, spilt sewage etc.

Minimum charge **£224.18**

### 13.4 Aircraft Wash-bay - Stand Occupation Time

Western Apron (minimum charge one hour) **per hour or part £81.56**

Stand 70 (minimum charge one hour) **per hour or part £114.13**

### 13.5 Staff Car Park

Annual Charge **£433.00**

Annual Charge (premium carpark) **£1,145.00**

Un-surrendered/lost staff car park pass **£64.10**

### 13.6 Driving Permits

Issue of Permit only (incl. temporary and limited access permits) **£36.70**

Issue of Replacement Permit (Lost/Damaged) **£73.40**

### 13.7 Driving Courses

ADP A Initial (Airside Roads and Aprons) Driving Permit Course  
(Including Airside familiarisation tour, refreshments and Permit) **£160.40**

ADP A Renewal (Airside Roads and Aprons) Driving Permit Course  
(Including refreshments and Permit) **£86.90**

ADP M Initial (Manoeuvring Area) Driving Permit Course (including, Aerodrome familiarisation tour,  
refreshments and Permit) **£160.40**

ADP M Renewal (Manoeuvring Area) Driving Permit Course (including, refreshments and Permit) **£86.90**

Non-attendance/late cancellation – Initial course (less than 24 hours' notice) **£160.40**

Non-attendance/late cancellation – Refresher course (less than 24 hours' notice) **£86.90**

### 13.8 Radio telephony Courses

Initial Course (2 - 3 days. Max. 3 people) (per candidate) **£160.40**

Non-attendance/late cancellation (less than 24-hours' notice) (per candidate) **£160.40**

**13.9 Passenger Boarding Bridge (PBB)**

Issue of PBB driver permit	<b>£36.70</b>
Lost/Stolen PBB Driver Permit	<b>£73.50</b>
PBB Instructors Course, including assessment and permit (cost per candidate)	<b>£160.40</b>
PBB Instructors assessment and permit issue (Max. 1 person)	<b>£86.90</b>
Non-attendance/late cancellation (less than 24-hours' notice) – PBB Instructors Course	<b>£160.40</b>

**13.10 Vehicle Pass - Airside**

Annual Charge for Airside Equipment: Motorised Pass	<b>£82.10</b>
Annual Charge for Private Vehicles Pass	<b>£801.50</b>
Temporary Vehicle Pass	<b>£12.40</b>
Change of Pass Details	<b>£22.90</b>

**13.11 Security Passes\***

New Critical Part Pass~	<b>£118.10</b>
Accreditation Check	<b>£21.60</b>
Renewal of Critical Part Pass~	<b>£91.20</b>
New/renewal of Airside Area Pass~	<b>£68.70</b>
~Valid up to 5 years subject to qualifying status.	
Change of Pass Details	<b>£33.00</b>
Replacement for Lost/Stolen Pass	<b>£231.00</b>
Un-surrendered (unrecovered) Pass (non-refundable)	<b>£231.00</b>
New/renewal of Landside Area Pass	<b>£68.70</b>
Internal Transfer (to another company within Airport)	<b>£34.36</b>
Visitor Pass (limited duration)	<b>£12.40</b>
Non-Attendance of Appointment/Late Show for ID centre appointment (additional charge)	<b>£13.51</b>

\*Any changes to the requirements may necessitate changes to the charges levied

**13.12 Security Airfield**

Aircraft Search (by arrangement)	<b>£70.90</b>
Aircraft Search (wide body) (by arrangement)	<b>£141.01</b>
Fixed Base Operator (FBO) Screenings (Elmdon) - Cost dependant on staff numbers required and notice period given (short notice flights may incur additional costs).	



### 13.13 Class 1 Compass Base

Per compass calibration (maximum aircraft size is Embraer195) **£1,627.75**

### 13.14 Aircraft Marshalling

Per aircraft movement **£72.84**

## 14. Other Airport Charges

Certain charges are levied to other users of the Airport, for example Ground Handlers. They are included here for completeness.

### 14.1 Baggage Hall Charge

Charge per departing hold bag for use of the Baggage Hall **£1.31**

### 14.2 Staff Car Parking

Charges as set out in section 13.5 above apply

### 14.3 Passes

Charges as set out in section 13.5-13.11 above apply to passes issued to all users of the Airport.

### 14.4 Use of Fast Track

The price per departing passenger issued at check-in on behalf of the operator is available on request from [fees@birminghamairport.co.uk](mailto:fees@birminghamairport.co.uk)

### 14.5 Spillages

Where a spillage is caused by a non-airline party the charges in section 12 apply.

### 14.6 Dangerous Goods Loading Point (DGLP)

Per usage **£271.40**

### 14.7 Trade Effluent Cleaning Charge

The charge is based upon the cost of cleaning de-icer applied to aircraft and is charged at £0.42 per litre of de-icer used. Note de-icing is provided by third party providers.

### 14.8 Waste and Recycling Charges

The prices for waste disposal and recycling, including a charge per bag based on waste type, are available on request from [fees@birminghamairport.co.uk](mailto:fees@birminghamairport.co.uk)

### 14.9 Aircraft Marshalling

Per aircraft movement **£72.84**

**14.10 Rent and Service Charge**

Rent and Service charge for leased property is payable (with all other usual outgoings) along with ancillary charges and fees for the use of other Airport facilities and assets as may be appropriate.

**15. Aerodrome Safeguarding**

15.1	Tall Equipment Permit without technical Assessment. <i>(e.g., Cranes &amp; oil lifting equipment)</i>	<b>£100.00</b>
15.2	Tall Equipment Permit with Technical Assessment.	<b>£3,000.00</b>
15.3	Tall Equipment Operating Area Plan without Technical Assessment. <i>(Valid up to 12 Months)</i>	<b>£1,000.00</b>
15.4	Tall Equipment Operating Area Plan with Technical Assessment	<b>£3,000.00</b>
15.5	Instrument Flight Procedures Assessments	<b>£1,000.00</b>
15.6	Special Events Safeguarding without Technical Assessment <i>(N.B. Dependent upon the size of event, quote provided following application)</i>	<b>£3,500.00 to £12,000.00</b>
15.7	Temporary Frequency Application.	<b>£25.00</b>
15.8	Frequency Safeguarding Assessment (Permanent).	<b>£100.00</b>
15.9	Developments Pre-Application Advice Service per hour. <i>(Estimate will be provided on application)</i>	<b>£500.00</b>
15.10	Wind Turbine Pre-Application Advice Service per hour <i>(Estimate will be provided on application)</i>	<b>£500.00</b>
15.11	Wind Turbine Assessments <i>(Estimate will be provided on application)</i>	<b>£3,000.00 to £15,000.00</b>
15.12	Solar Farm Assessments <i>(Estimate will be provided on application)</i>	<b>£3,000.00 to £15,000.00</b>
15.13	Drone Permit	<b>£200.00</b>

**16. Minimum Invoice Charge**

There is a minimum invoice charge of £65.00.

**17. Value Added Tax**

All charges are exclusive of Value Added Tax which shall, where applicable, be paid in addition at the rate in force at the relevant tax point and shown separately on invoices in accordance with HM Customs and Excise regulations.

## 18. Consolidation Centre

Charges apply for deliveries of airport or airline supplies via the Consolidation Centre, please contact [commercial@birminghamairport.co.uk](mailto:commercial@birminghamairport.co.uk) for further details.

## 19. Credit Card Payments

By email: [fees@birminghamairport.co.uk](mailto:fees@birminghamairport.co.uk)

## 20. Credit Terms

If a credit facility has been agreed with the operator, invoices will be issued weekly, and payments must be made no later than the due date as shown on invoice.

## 21. Enquiries and contact details

Additional copies of this booklet can be obtained from the Birmingham Airport website. Enquiries should be directed to [fees@birminghamairport.co.uk](mailto:fees@birminghamairport.co.uk) or: Finance Department, Birmingham Airport, Diamond House, Birmingham, B26 3QJ, United Kingdom. Tel: 0121 767 7118

Birmingham Airport welcomes airlines wishing to develop their services and may offer incentives or discounts to the published charges in order to encourage this where possible. Please contact the Aviation Development team for details at [aviationdevelopment@birminghamairport.co.uk](mailto:aviationdevelopment@birminghamairport.co.uk) or on 0121 767 7585

### Further services may be available including:

**Cabin Crew Training/Fire Training** - Price on application, for further details please see: <https://www.bhxfireandrescue.co.uk>

**Labour** – Price on application.

**Transport (excluding driver)** – Price on application.

### Training

Enquiries relating to training for:

- Airside roads, aprons & manoeuvring
- Radio telephony
- Passenger Boarding Bridges are to be addressed to Operations Training Office on 0121 767 7242 / 7489.

### Passes

All enquiries to be addressed to the ID Centre on 0121 767 7168.

### Aircraft search and security

All enquiries for Airfield Search and other Security Services please call 0121 767 7314.

### Medical Services

For enquiries regarding other occupational health services please contact the Occupational Health Department on 0121 627 7263.

### Security Training

Both the EU and the UK Government are currently considering the requirement for mandatory security training for all airside pass holders. Should such a requirement be enforced, a charge will be introduced by the Airport for the provision of such training. Other specific training requirements are by arrangement with Security Training on 0121 767 8028.

### Security Terminals

Provision of a search team for control of passenger access to Restricted Zone by dedicated access route. By arrangement on 0121 767 7314.

### Property & Associated Services

All enquiries to be addressed to the Head of Property Services on 0121 767 8089.

### Aerodrome Safeguarding

All enquiries in relation to any structures, permanent or temporary to be erected within 6km of the airport boundary should seek advice from the Aerodrome Safeguarding team by contacting [aerodromesafeguarding@birminghamairport.co.uk](mailto:aerodromesafeguarding@birminghamairport.co.uk).

### Collection of Miscellaneous Aeronautical Charges

Collection of miscellaneous aeronautical charges may be arranged through Signature Flight Support, Blue City Aviation or XLR acting as agents for Birmingham Airport Limited.

#### Signature Flight Support UK Regions Ltd

Tel: 0121 782 1999

Email: [BHX@Signatureflight.co.uk](mailto:BHX@Signatureflight.co.uk)

#### Blue City Aviation

Tel: 0121 782 9300

Email: [handling@bluecityaviation.co.uk](mailto:handling@bluecityaviation.co.uk)

#### XLR

Tel: 0121 663 1450

Email: [jetcentre@xlrirmingham.com](mailto:jetcentre@xlrirmingham.com)

## 22. Airline Handling Agents

#### Swissport

Tel: 0121 767 7776

Email: [sarah.hardy@swissport.com](mailto:sarah.hardy@swissport.com)

#### Assured Aviation Services

Tel: 01926 887 988

Email: [c.cooper@assuredaviation.co.uk](mailto:c.cooper@assuredaviation.co.uk)

#### GH Birmingham Ground Handling Ltd

Tel: 0121 767 8661

Email: [fabiomassimo@azzurrlhr.it](mailto:fabiomassimo@azzurrlhr.it)

#### Jet2.com

Tel: 0333 300 0042

Email: [customer.service@jet2.com](mailto:customer.service@jet2.com)

## 23. Conditions of Use

- 1) Birmingham Airport (hereinafter called the Airport) is operated by Birmingham Airport Limited (hereinafter called the Company).
- 2) The publication of these Conditions of use constitutes an offer by Birmingham Airport Limited to permit the use of its facilities on the terms set out herein. The use of any facilities at the Airport whether airside or landside (other than as a passenger) constitutes acceptance of these Conditions of use. It is intended that these Conditions of use constitute a contract as between Birmingham Airport Limited and each operator when using the facilities at the Airport.
- 3) The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. The Company draws the attention of potential users of the Airport to clauses 25, 26, 27, and 29 of the Conditions

of Use which exclude the Company's liability to certain circumstances. The Company considers these clauses to be reasonable.

- 4) When using the facilities and services at the Airport operators must comply with: -
- a) Our Aerodrome Manual;
  - b) Our Airport Security Programme;
  - c) all obligations required of aircraft operators at the Airport as detailed within current and revised Airport Operations Instructions (AOIs) and associated procedures;
  - d) local flying restrictions and remarks published from time to time in the AGA section of the United Kingdom Air Pilot NOTAMS and the current air Navigation Order and Regulations and in the AD section of the United Kingdom Aeronautical Information Publication (AIP);
  - e) Every operator of aircraft using the Airport shall always ensure that aircraft are operated in a manner circulated to cause the least disturbance practicable in areas surrounding the Airport. Operators' attention is drawn to the requirements of the night flying policy (including day and night noise violations) and the airside safety management policy.
  - f) Compliance with instructions, orders or directions published from time to time by the Airport or from the Department for Transport in respect of safety which may supplement, vary or discharge any of the terms and conditions of use set out in these Conditions.
  - g) Compliance with, and responsibility for ensuring the compliance of your servants and agents with, all applicable Legislation in relation to their operations at the Airport and their aircraft's approach to and departure from the Airport.
  - h) Operators of vehicles requiring airside access complying always and in all respects with the Company's Control of Vehicles Airside Policy or any other such policy, amendments, variation etc. whatsoever as from time to time laid down by the Company in its absolute discretion.
  - i) Compliance with data requests issued by Birmingham Airport Limited for the purposes of invoicing and reconciliations.
- 5) Before using our facilities and services at the Airport for the first time or if an operator has not used the Airport in the previous 12 months the operator must give us confirmation either by: [aviationdevelopment@birminghamairport.co.uk](mailto:aviationdevelopment@birminghamairport.co.uk) or via ACL as appropriate:
- a. name, address, and contact details;
  - b. evidence that the operator has obtained a slot or slots from ACL;
  - c. the names, addresses, telephone numbers, email addresses and all other contact details of key personnel (including the name of the nominated manager) that we can contact at any time about emergencies, security, operational or financial matters in connection with the use of our Facilities and Services at the Airport;
  - d. evidence that the operator has in place adequate (in our reasonable opinion) arrangements to facilitate passengers to contact you on a 24/7 basis and provide up-to-date information on your website;
  - e. summary details of your ground handling arrangements for passengers and cargo;
  - f. confirmation that you have a Safety Management System in place;
- and provide details of any changes to the above information within 30 days of such change and if requested by the Company.
- 6) The operator must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between your Departure Control Systems (DCS) and us and:
- a. take all reasonable steps to ensure that accurate data is contained within your central systems (including any websites) and the DCS at all times;
  - b. ensure that in the event of flight cancellation, your DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to ACL as soon as reasonably possible after the cancellation is identified; and

- c. where the operator makes any change to or replacement of the DCS that has a risk of impacting the wider airport community, the operator must notify the Company and the Birmingham Airline Operators Committee in advance.
- 7) Wake Vortex - Airlines intending to operate at Birmingham Airport should be aware of the possibility of Wake Vortices from their Aircraft. Wake Vortex has the potential to cause damage to properties and injury to people. Wake Vortex damage has been reported both on arrival and departure. The Company operates a vortex protection scheme in the communities most affected by operations and undertakes to be the initial point of contact for claims arising from vortex damage. The Company also operates an ANOMS system to identify the party which caused a particular incident. Operators shall be responsible for injury and damage to property sustained as a result of wake vortices generated by their aircraft.
- 8) The operator shall pay the appropriate charges for runway use and the parking or housing of aircraft as set out in this document. The operator shall also pay for any supplies, services or facilities provided to him or the aircraft at the Airport by or on behalf of the Company. The charges for runway use and the parking or housing supplies, services or facilities shall (unless otherwise agreed before the charges are incurred) be those as may, from time to time, be determined by the Company. Where provided, all operators must pay the appropriate charges for shared use systems (whether utilised or not). For clarity, shared use systems include ground handling system (GHS) and 100% hold baggage screening systems (HBS).
- 9) Maximum Take-Off Weight (MTOW) – the greater of (i) the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the United Kingdom; or (ii) the maximum total weight at which the aircraft may taxi. The uses Flight Global as its source of reference data for aircraft maximum take-off weights. Where charges relate to aircraft weight, they will be assessed based on the MTOW rounded up to the next tonne. The operator shall ensure its data s correct and up to date by notifying Flight Global at [dataupdates@cirium.com](mailto:dataupdates@cirium.com).
- 10) All charges shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to the Company on demand and in any event before the aircraft departs from the Airport unless otherwise agreed by the Company (which agreement may be withdrawn at any time at the discretion of the Company) or unless otherwise provided in the terms for payment included in the invoice for such charges.
- 11) In the event the you fail to meet the terms of payment for charges such that the debt incurred exceeds [£10k] greater than 30 days overdue (at any point within the prior 3 months) then you will be required to lodge a deposit with the Company equivalent to a maximum of 3 months of operations by you (based on anticipated numbers and types of flight planned). the Chief Financial Officer may set the level of deposit required at their discretion up to the maximum 3 months value, and in exceptional circumstances may waive the deposit requirement).
- 12) 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, so long as the aircraft, its parts and accessories, shall be upon the Airport or upon any land within the Airport allotted by or rented from the Company, you agree that the Company shall have a continual lien both particular and general upon the aircraft, its parts and accessories, for all charges of whatsoever nature and whensoever incurred, which shall be or become due and payable to the Company in respect of that aircraft or in respect of any aircraft of which the operator of that aircraft is the operator at the time when the lien is exercised. Without prejudice to the rights of the Company to detain the aircraft (whether pursuant to these conditions, the said Section 88 or otherwise) the said lien shall not be lost by reason of the aircraft departing from land under the Company's control but shall continue to be exercisable at any time when the aircraft 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.
- 13) If payment of any charges is not made to the Company within fourteen days after a letter demanding payment thereof has been sent by post addressed to the registered owner of the aircraft at any place at which he carries on business, 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 and any of its parts and accessories in order to satisfy any such lien.
- 14) When an aircraft is detained under Section 88 of the Civil Aviation Act 1982 the Company may subject to the provisions of that Section and if any charges are not paid within 56 days of the date when the detention begins, by leave of the Court, sell the aircraft in order to satisfy the charges and costs incurred in detaining, keeping and selling the aircraft including expenses in connection with the application to the court.
- 15) In the event of an operator, or in respect of an operator;
  - a. taking of any step-in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors; or
  - b. making of an application for an administration order or the making of an administration order; or

- c. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator; or
- d. the appointment of a receiver or manager or an administrative receiver in relation to any property or income; or
- e. the commencement of a voluntary winding-up, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- f. the making of a petition for a winding-up order or a winding-up order; or
- g. the striking-off from the Register of Companies or the making of an application for the operator to be struck-off; or
- h. the operator otherwise ceasing to exist; or such any event or procedure analogous to the same happening in respect of the operator in the jurisdiction governing the operator's corporate affairs;

then there shall be deemed to be a default in the payment of any Airport Charges which are extant as at the date of such event or procedure shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982.

- 16) Operators who have not previously entered into credit arrangements with the Company and who wish to be afforded credit facilities should make an application in writing to the Chief Financial Officer.
- 17) All pilots must ensure they have paid their airport charges prior to departing unless they have pre-arranged credit facilities.
- 18) Payment shall be made in full without deduction, retention or set off and is due no later than the due date as shown on the invoice, or in accordance with any other arrangements agreed by the Company. If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to Birmingham Airport Limited as if no such tax or charge had been imposed.
- 19) If any operator does not comply with these terms of payment the Company reserves the right to charge interest on any amount overdue at the rate of 4% over the National Westminster Bank plc base rate applicable from time to time and to withdraw all credit facilities without prior notice.
- 20) The Company retains the right to set off any credits, rebates and other payments due to the operator against any balances, whether due or not, owed by the operator to the Company.
- 21) Operators are required to either self-handle or appoint third party Ground Handling Agents, to deliver operational performance in accordance with the minimum airline service standards defined in the current Ground Handling Agreement. These standards will be consulted on prior to implementation at the Airline Operators Committee at the Airport.
- 22) Diversionary aircraft arriving at the Airport are required to adhere to the current Aircraft Diversions Procedure to ensure passengers and aircraft are handled effectively.
- 23) The operator or his appointed handling agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the movement of his aircraft or aircraft handling by the agent at the Airport within 24 hours of each of those movements, including information about the number of terminal and transit passengers and the volume of cargo and mail embarked and disembarked at the Airport. The operator or his appointed handling agent shall also furnish without delay details of the maximum total weight registered with the CAA (or its equivalent body) in respect of each aircraft owned or operated by him.
- 24) The operator will take out and maintain at all times passengers and third party liability insurance in respect of any aircraft used or operated at the Airport by the operator in a sum which shall at no time be less than those levels of insurance specified as a minimum by the CAA (or other relevant body) in respect of any one event but shall in each case be at such levels to be reasonable by virtue of the type and size of aircraft used or operated by the operator at the Airport and the operator shall at times fully indemnify and keep indemnified the Company against any breach of this Clause 24 without prejudice to any other rights the Company shall have under the Terms and Conditions whether or not such rights are enforced by the Company.
- 25) The Company accepts liability for death or personal injury arising out of or which is attributable to acts of negligence by the Company, its employees, servants or authorised agents but not further or otherwise but subject to this the Company shall in no circumstances be liable to the operator for any physical or economical loss or other loss or damage to persons or property of any kind whatsoever whether direct, indirect or



consequential as a result of any negligent act, omission, breach of contract or statutory duty by the Company, its employees, agents or authorised representatives.

- 26) The Company nor its servants, agents or contractors shall have any liability to the operator whether in contract, tort, negligence breach of statutory duty or otherwise for any loss, damage costs or expenses of any nature whatsoever incurred or suffered by the operator of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 27) Neither the Company nor any duly appointed officer, servant or agent shall be liable for loss of or damage to the aircraft, its parts or accessories, or any property contained in the aircraft, howsoever such loss or damage may rise, occurring while the aircraft is on the Airport or is in the course of landing or taking off at the Airport, or being removed or dealt with elsewhere other than that which is attributable to wilful misconduct on the part of the Company.
- 28) The operator shall always fully indemnify and keep indemnified the Company in respect of any death, personal injury or loss or damage of any kind whether direct, indirect or consequential caused wholly or in part by the operator, its employees, agents or authorised representatives.
- 29) The Company shall not be liable for any event or circumstances beyond its reasonable control including without limitation fire, explosion, flood, Act of God, Acts of any governmental or supra national authority, war, national emergency, riots, civil commotion, epidemic, Acts of terrorism, strikes, lock outs or other industrial disputes. The Company gives no warranty as to the continued use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict the access to the public to the Airport or any part thereof without incurring any liability to the operator.
- 30) The operator or his handling agent shall use the resources of the designated agent for the handling of passengers who require assistance through the Airport. The cost of the services will be recovered by the Airport on a departing passenger basis through the Passengers with Reduced Mobility (PRM) charge.
- 31) Civil subsonic jet aircraft with a take-off mass of 34,000kg or more (or with more than 19 passenger seats) operating to the UK are required to be certificated as Chapter 3 or Chapter 4 in accordance with the Aeroplane Noise Regulations 1999. Aircraft not meeting this requirement are prohibited from operating to any UK airport unless granted an exemption by the UK Civil Aviation Authority (see [www.caa.co.uk/erg/avpolicy](http://www.caa.co.uk/erg/avpolicy)).
- 32) The operator may only operate aircraft at the Airport which are RNAV 1 compliant.
- 33) The operators shall not, subject to requirements under Legislation, unreasonably limit or prohibit embarking passengers from carrying duty free and/or other items purchased at the Airport on to your aircraft. This condition shall not be interpreted to limit the operator's' discretion to require such items to be stored in the baggage hold of an aircraft.
- 34) The Airport is a fully coordinated airport under EU slot allocation regulation 95/93 and The Airport Slot Allocation Regulations 2006. All Aircraft must have prior permission to operate by obtaining a slot from the slot coordinators at the Airport, Airport Coordination Limited on [0208 564 0635](tel:02085640635). Outside of business hours, slots approval must be obtained via Birmingham Airport's Control Centre on [0121 767 8585](tel:01217678585).
- 35) The Company does not guarantee available capacity at the Airport. The Company reserves the right to manage capacity at the Airport as it deems necessary for safety and operational reasons. Birmingham Airport Limited provides no warranty as to the continued use 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 public to the Airport or any part thereof without incurring any liability to the Operator.
- 36) In relation to the General Data Protection Regulations (EU) 2016/679 as applied, supplemented, modified In this paragraph 36, "Data Protection Law" means any laws relating to data protection or privacy in the United Kingdom including (without limitation): the Data Protection Act 2018; the UK GDPR (as defined in the Data Protection Act 2018); and the Privacy and Electronic Communications (EC Directive) Regulations 2003. Words and phrases which have defined meanings in applicable Data Protection Law will have the same meanings when used in these Conditions. Each party agrees that:
  - a. each party is an independent controller in its own right in processing personal data in connection with these Conditions;
  - b. it will comply with its obligations under Data Protection Law in connection with processing personal data in relation to these Conditions. In particular (and without limitation), the operator shall ensure that any transfer of personal data to the Company complies with Data Protection Law;
  - c. if it (the "first party") receives a request or enquiry from a data subject or supervisory authority which in fact relates to personal data or a copy of personal data of which the other party (the "second party") is the controller, the first party will promptly, to the extent permitted under applicable law, inform the

second party of that enquiry, and the second party will respond to and address that request in line with the second party's obligations under applicable law; and

- d. in circumstances where the Company processes personal data as processor on behalf of the operator in order to deliver services in accordance with these Conditions, both parties shall comply with the Company's processor clauses in respect of such processing, a copy of which [can be found here](#). The operator shall inform the Company in writing if the operator considers that the Company is a processor in respect of any processing.
- 37) The operator warrants and represents that neither it nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; 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; and it shall notify the Company immediately in writing 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 the its obligations under this condition. Any notice under this condition shall set out full details of the circumstances concerning the breach or potential breach of the Airline's obligations.
- 38) The operator shall comply with the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery and corruption, including ensuring that it has in place adequate procedures (construed in accordance with the Bribery Act 2010) to ensure compliance and use all reasonable endeavours to ensure that it complies its internal and Company policies relating to prevention of bribery and corruption as updated from time to time. Neither party shall make or receive any bribe or facilitation payment to a public official (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf. The operator shall immediately notify the Company as soon as it becomes aware of or has reasonable grounds to suspect a case of bribery or corruption.
- 39) No failure or delay by the Company to exercise any right or remedy under these 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 as a waiver of a preceding or subsequent breach.
- 40) The Company reserves the right at any time to amend, vary or discharge any of the terms and conditions set out herein. These Conditions of Use shall apply to all use of the Airport by aircraft and aircraft operators except to the extent that the operator and the Company have expressly agreed variations or amendments in writing to the contrary. In the event of any conflict between these Conditions of Use and the terms of another written contract between the Company and the operator then to the extent that the conflict is apparent on the face of the documentation the terms of that other written contract shall prevail over these Conditions of Use.
- 41) Any express waiver granted by the Company shall be construed strictly on its terms and shall not imply or require that any further or additional waiver will be given in respect of similar future matters.
- 42) These Conditions shall be governed by and construed according to the laws of England and Wales. The Company and the operator irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or difference arising from or in connection with these Conditions.