

HAVERFORDWEST AIRPORT

1. TERMS AND CONDITIONS OF USE

1.1	<p><u>Definitions</u></p> <p>The following definitions apply to the Terms and Conditions of Use of Haverfordwest Airport.</p>
1.2	PCC means Pembrokeshire County Council.
1.3	<p>The Airport means all that area comprising Haverfordwest (Withybush) Airport which is operated by and under the control of Pembrokeshire County Council as herein defined.</p> <p>The term Airport shall be interchangeable with the terms Aerodrome, Airfield or Airstrip or any other like term where the context so dictates and such terms shall bear their ordinary and usual meaning according to English Law.</p>
1.4	<p>'The Operator' or 'Operator' shall mean the person or organisation from time to time having the management, possession or control of an aircraft, whether owner, user, pilot or otherwise and shall mean the person(s), body or organisation and their respective servants, agents or contractors using, attempting to make use of or having used the facilities offered at the Airport.</p>
1.5	<p>Conditions means these Terms and Condition of Haverfordwest Airport and any Rules and Regulations relating to the use of the Airport and any orders, instructions, directions or bye-laws respectively from time to time in force whether in writing or otherwise made by Pembrokeshire County Council or on its behalf by its staff managing the Airport.</p> <p>A copy of the Terms and Conditions will be available on request from the Airport Control Room but shall be deemed to bind the Operator whether or not a copy has been requested. In the event of inconsistency and so far as permitted by law these conditions shall take precedence over any other conditions or terms. All Operators with aircraft based at the Airport will be provided with a copy of the Terms and Conditions for which they will be required to sign an acknowledgement.</p> <p>For the purpose of being bound by these Terms and Conditions the Operator warrants that they have full authority and power to bind as their agent any owner, lessor, mortgagee lender or pilot of the aircraft and all their respective servants, agents or contractors.</p>

1.6	Licence means the Aerodrome Ordinary Licence held by PCC in respect of the Airport. Under the terms of this licence all operations at the Airport are at the discretion of PCC.
2	<u>Use of Airport and its Facilities</u>
2.1	The use of the Airport is subject to the following conditions.
2.2	The Unfair Contract Terms Act 1977 affects terms and notices which exclude or restrict liability for negligence. PCC draws the attention of potential users of the Airport to clause 3 of the Terms and Conditions of Use which exclude PCC's liability in certain circumstances.
3.	<p><u>Liability Loss or Damage</u></p> <p>Neither Pembrokeshire County Council nor its respective servants or agents, shall be liable for the loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or taking off at the airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of Pembrokeshire County Council (PCC), or its servants or agents unless done with intent to cause damage or recklessly and with the knowledge that damage would probably result. In any event neither PCC nor their respective servants or agents shall be under any liability whatever for any indirect loss and/or expense including loss of profit suffered by an operator.</p>
4.	<p><u>Force Majeure</u></p> <p>PCC shall have no liability to the Operator under these Conditions of Use if it is prevented or delayed in performing its obligations under these Conditions of Use or from carrying on its business by acts, events omissions or accidents beyond its reasonable control, including strikes, lock outs, or other industrial disputes (whether involving its own workforce or those of any other party) failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant equipment or machinery, fire, flood, storm, volcanic ash or default of suppliers and sub-contractors.</p>

5.	<u>Payment of Fees and Charges</u>
5.1	The Operator shall pay the appropriate fees and charges for the landing, parking or housing of aircraft as approved from time to time by PCC including any fees or charges agreed with PCC its servants or agents on an ad-hoc basis.
5.2	The Operator shall also pay the appropriate charge for any supplies, services or facilities provided to them or to the aircraft at the airport by or on behalf of PCC, the charges for such supplies, services or facilities shall, unless subject of other negotiation or prior agreement, be those set out in PCC's current charging scheme. All charges will accrue on the appropriate basis set out in the charging scheme be it daily, weekly, monthly, quarterly or such other timescale that may at PCC's discretion be agreed with the operator.
5.3	All fees and charges unless otherwise agreed between PCC and the operator shall be paid before an aircraft departs the airport whether demanded or not. Payment of any unpaid fees or charges shall in any event be due 14 days after the delivery of PCC's invoice to the operator. All fees and charges payable by the operator shall be paid in full without counter claim set off withholding or other deduction or any account whatsoever.
5.4	The Operator shall pay PCC interest on any sum outstanding after the due date at the amount of 4% above the Bank of England base rate existing at the time.
5.5	For the avoidance of doubt Section 88(1) of the Civil Aviation Act 1982 entitling PCC to detain aircraft for the non payment of charges applies to these Conditions. Section 88(1) includes the following provisions:
5.6	<p>“Where default is made in payment of airport charges incurred in respect of any aircraft at an aerodrome to which this section applies, the aerodrome authority may (subject to the provisions of this section)</p> <ul style="list-style-type: none"> a) detain pending payment either: <ul style="list-style-type: none"> i) the aircraft in respect of which the charges were incurred whether or not they were incurred by the person who is the operator of the aircraft at the time when the detention begins: or ii) any other aircraft of which the person in default is the operator at the time when the detention begins; and b) if the charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges.

	Section 88(2) requires the aerodrome authority to release such aircraft on receipt of sufficient security for the payment of the charges which are alleged to be due.
6.	<u>Lien</u>
6.1	So long as any aircraft, or any parts and accessories or any vehicle are located at the Airport or upon any land under the control of PCC, then PCC shall have a contractual lien, both particular and general over the aircraft, its parts and accessories and any vehicle for all charges, costs, fees or any other liabilities of whatever nature which are due and payable to PCC in respect of that aircraft, or any other aircraft of which the Operator is the Operator at the time when the lien is exercised. The lien shall not be lost by reason of the aircraft departing from land in the control of PCC but shall continue to be exercisable at any time when the aircraft or any other aircraft of the Operator has returned to and upon any such land so long as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure remain unpaid.
6.2	PCC shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of the lien and may further exercise a lien in respect of unpaid charges, cost, fees or other liabilities at it sees fit.
6.3	If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, PCC shall despatch by ordinary post to the Operator at their registered address and to the registered owner of the aircraft at their address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the licensed aircraft or property shall vest in PCC and PCC may at its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition PCC shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due and any fees, expenses or cost incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.
6.4	The exercise by PCC of the powers set forth in this Clause shall be without prejudice to the exercise of any other powers exercisable by PCC by virtue of statute or otherwise.

<p>7.</p> <p>7.1</p> <p>7.2</p>	<p><u>Insurance</u></p> <p>The Operator will take out and maintain third party and public liability insurance for any aircraft under their ownership or control using or kept at the airport to a minimum level determined from time to time by PCC whose interest must be advised to the insurer and a suitable addendum made to the policy/certificate. Details of the insurance policy must be supplied on demand to PCC its servants or agents and renewal certificates provided for annual inspection. Operators using vehicles ‘airside’ must at all times ensure that their vehicle is fully and properly insured for use on an airport and the same provisions apply for the production of policy and renewal documents to PCC referred to above in respect of Aircraft Insurance.</p> <p>The operator shall at all times fully indemnify and keep indemnified PCC for failure to comply with this clause.</p>
<p>8.</p>	<p><u>Private Out of Hours Use</u></p> <p>Operators are permitted to use the Airport outside its normal published hours for private flights provided that at all times they comply with the requirements of these terms and conditions, the Air Navigation Order, the Aerodrome Manual and any other rule or regulation the Airport may see fit to introduce from time to time relating to out of hours use safety or security.</p> <p>This out of hours use is allowed on the strict understanding that the Operator is aware of and accepts that outside our normal published hours, except in cases where it has been requested and agreed, the Airport will not provide any Control Tower or Crash and Rescue Service.</p>
<p>9.</p> <p>9.1</p> <p>9.2</p>	<p><u>Commercial Activities Outside Normal Published Hours</u></p> <p>The use of the Airport is available for commercial flights outside normal published hours by prior arrangement and agreement only and is subject to additional charges set out in the Airport’s current charging scheme; these arrangements are subject to cancellation charges and are only available subject to the availability of staff to comply with the Civil Aviation Authority requirements.</p> <p>Flying Training outside the Airport’s normal published hours will only be permitted where specific arrangements have been made by the Operator with the Airport and the Operator has agreed and is able to provide their own air ground radio and crash and rescue service</p>

10.	<p><u>Local Flying Restrictions</u></p> <p>The Operator will at all times comply with the local flying restrictions, rules and remarks published from time to time in any Aeronautical Information Publication including without limit the UK Air Pilot Publication.</p>
11.	<p><u>Low Flying</u></p> <p>Rules of the Air 5 and 6 apply. http://www.caa.co.uk/docs/33/CAP393.pdf Low flying over the Airport is strictly prohibited. The Operator of any aircraft who fails to comply with this regulation or is the owner of an aircraft used by any third party who engages in such activity may at the absolute discretion of PCC be refused the use of the facilities at the airport on either a temporary or permanent basis.</p>
12.	<p><u>Compliance with Instructions, Orders and Directions</u></p> <p>All Operators will comply with the licensee's requirements as set out in the Aerodrome Manual and any other rules, regulations or requirements deemed necessary from time to time including without limit those relating to safety and security.</p>
13.	<p><u>Operator's Responsibility</u></p> <p>13.1 All Operators shall be responsible for any aircraft or other property under their ownership or control while it is at the Airport.</p> <p>13.2 All Operators are required to take all steps necessary so as to adequately secure the aircraft or other property and restricting any unauthorised access to or unauthorised use of the aircraft on other property.</p> <p>13.3 This clause also applies to any keys, pedestrian or vehicle passes issued by PCC, in addition to any other specific provision that may apply to those items, Operators at all times must ensure that these items are only used by the person to whom they have been issued to or for and not by any third party. Any loss of keys, pedestrian or vehicle passes must be reported to PCC Airport Staff at the earliest opportunity and replacements paid for at the rate prevailing at the time of the loss.</p> <p>13.4 All Operators are required to maintain good 'housekeeping' of the hangar space around their aircraft. Please use the waste bins and waste oil tank provided. Airport staff will empty these on a regular basis.</p>

14.	<u>Fuelling of Aircraft</u>
14.1	Unless other arrangements have been agreed all fuelling of aircraft at the Airport shall be from PCC stock of aviation fuel.
14.2	Operators will at all times comply with PCC specific requirements and follow the procedure indicated in CAP 748.
14.3	Once fuelling has been completed the aircraft if not departing or being placed in a hangar must be moved to a position so as not to obstruct the designated refuelling area.
15.	<u>Choice of Law</u>
	These Terms and Conditions and any other contract or agreement between PCC and any Operator or other users of the airport shall be governed by and construed in accordance with the Laws of England and Wales.
16.	<u>Invalidity</u>
	If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or part then the validity of the other provisions of these terms and conditions shall not be affected thereby.

ACKNOWLEDGMENT OF TERMS AND CONDITONS

In the case of Aircraft in joint ownership both owners must sign this document. For aircraft subject to multiple ownership arrangements one authorised signatory for the group must sign. In either case full address and contact details must be given.

I/We acknowledge that I /We have received a copy of the Terms and Conditions of use for Haverfordwest Airport and I/We agree that I/We and all others having an interest in the aircraft or allowed to fly it will be bound by them.

Aircraft Type:	
Aircraft Registration:	
Name of Owner / Authorised Signatory:	
Address:	
Contact Tel No: E.mail:	
Signed:	
Dated:	
Status:	
Joint Owner Details:	
Name of Joint Owner	
Address:	
Contact Tel No. E.mail:	
Signed:	
Dated:	

For the purposes of this document the signatory will be deemed to be the operator or operators of the aircraft referred to above and subject to the Airport's Terms and Conditions.

HAVERFORDWEST AIRPORT

TERMS AND CONDITIONS OF USE

