

HIGHLANDS & ISLANDS AIRPORTS LTD
OUT OF HOURS INDEMNITY APPLICATION FORM

IN CONSIDERATION of the permission (the “**Permit**”) relating to the use out of notified hours of certain specified airports to be granted to me/us by Highlands and Islands Airports Limited (the “**Company**”) I/we being the owner or operator of aircraft registration details overleaf, acknowledge that in the event of making a landing at, or take off from, the said airports **outside the operational hours published in the UK AIP neither Air Traffic Control/Flight Information Service facilities nor Rescue and Fire Fighting Services will be available** and the use of such airports is subject to the following undertakings and conditions.

I/WE HEREBY UNDERTAKE AND AGREE:

1. **that I/we understand and accept the risks inherent** in the use of an unmanned aerodrome out-of-hours including those described in Appendix 1 as attached and which I/we have signed by way of acknowledgement.
2. **to notify all and any passengers, crew, guests and invitees** of any description using the aircraft of the content of Appendix 1 as attached and to procure their express or deemed acceptance of the same prior to embarkation.
3. **to make no claim against the Company or any member, officer or agent of the Company in respect of personal injury** (including injury resulting in death) which may arise out of or in connection with the use of any airport pursuant to the Permit, unless arising from the negligence of the Company;
4. **to make no claim against the Company or any member, officer or agent of the Company in respect of property damage** (including damage to the aircraft) of any description including loss or damage to any property or cargo or possessions which may arise out of or in connection with the use of any airport pursuant to the Permit without exception and howsoever such loss or damage may be caused;
5. **to indemnify and hold harmless** the Company and any member, officer, servant or agent of the Company:
 - (i) in respect of injury (including injury resulting in death) to any member, officer, servant or agent of the Company;
 - (ii) in respect of any loss or damage to the runways or tracks of any airports and any loss of or damage to the Company buildings, stores, equipment or other property thereon, including loss of use thereof;
 - (iii) against any claim for personal injury, damage or loss which may be made against the Company or any member, officer, servant or agent of the Company by any person whosoever including but without prejudice to the generality of the foregoing any passenger in my/our said aircraft and any tenant or licensee of premises on any airport;which may arise out of or in connection with the use of any airport pursuant to the Permit, however such injury, loss or damage may be caused, except to the extent that any personal injury or death is the result of the negligence of the Company, its servants or agents whilst acting in the course of their employment;
6. **to pay the Company a sum equal to any sum which may be paid by the Company** in respect of the death or injury of any member, officer, servant or agent of the Company which may arise out of or in connection with the use of any airport pursuant to the Permit, being a payment made in accordance with the conditions of service for the time being in force (whether legally enforceable or not) providing for the continuance of pay or for payment of sick pay of any allowance to or for the benefit of any member, officer, servant or agent of the Company or their families or dependants; and
7. **to maintain in force at all times a valid policy of insurance** throughout the period during which the Permit is operative covering all risks and losses described above, for each and every landing or take off by my/our said aircraft and to produce the said policy for inspection at the time of application and thereafter upon request of the Company.
8. The expression “claim” herein includes all actions, proceedings or demands including claims for legal costs and expenses of any kind; “loss of use” includes any loss of operations, rental income and profit.

CONDITIONS OF USE:

1. The standard conditions under which aircraft may land, be parked, housed or otherwise dealt with on airports under the control of the Company shall apply.
2. A pilot wishing to use the Permit must contact the person in charge of the airport either by telephone, fax or in writing before the flight takes place. **NOTE: All flights are strictly PPR (Prior Permission Required) and may be subject to slot allocation. Slots times should be strictly adhered to, to avoid conflict with other aircraft movements. The filing of a flight plan does not constitute a PPR.**
3. The aircraft shall be covered by insurance in compliance with EC Regulation 785/2004. (See also The Civil Aviation (Insurance) Regulation 2005). If insurance has expired, lapsed or is cancelled for any reason it is deemed that the Permit has immediately expired.
4. No flight shall be made pursuant to the Permit during the hours between half an hour after sunset and half an hour before sunrise, sunset and sunrise being determined at surface level.
5. Landing charges will be paid at the rates and under the conditions applicable as published. Further information can be obtained from the Finance Department, HIAL, Head Office (see UK AIP GEN 4-1-2). For this purpose, the airport concerned must be informed in writing of the details of the proposed aircraft movement.
6. The Permit may be revoked by the Company in exercise of its discretion at any time without prior notice.

ACCEPTED by or on behalf of the Owner/Operator of the aircraft shown in this Permit Application:

Owner/Operator _____ **DATE:** _____

For Highlands & Islands Airports Ltd: _____ **DATE:** _____

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7. All local regulations should be observed and NOTAMs and AIP Supplements should be consulted in addition prior to any flight made pursuant to the Permit. **NOTE: - Instrument Approach Procedures may not be available.**
8. For every flight under the Permit, the pilot must call the destination airport from a range of at least 10 miles on the notified frequency to check whether it is manned. If no reply is received, attempts to make RT calls should be continued on the proper frequency to make presence known to any other aircraft in the vicinity. As part of this condition, operators are required to satisfy themselves that their radio equipment is serviceable prior to departure. Aircraft which do not have radio equipment fitted do not comply with the conditions of the Permit scheme; therefore these aircraft will not be issued with a Permit.
9. The Permit will be applicable to all flights made for purposes other than those defined in Articles 103 to 108 and 207 to 210 of the Air Navigation Order 2009 ("ANO") i.e. movements which do **not** require a LICENSED AERODROME. Attention should be given to the ANO requirements and restrictions for aeroplanes over 2730kgs and helicopters over 3175kgs. For clarity, these restrictions apply to commercial operations.
10. Pilots should note there may be surface contamination which could include FOD. No liability is accepted by the Company for FOD, while any airport is unmanned. The presence of bird activity on or adjacent to, the airports can create a serious risk of bird-strike. There is no on-site Staff to provide a deterrent for bird activity outside the published opening hours. Localised flocks of birds, particularly geese and gulls are especially evident at Islay, Stornoway and Kirkwall but could occur anywhere. See also Appendix 1.
11. Aircrew must wear high visibility clothing whilst on the ground outside the aircraft. They should also be available to escort passengers to and from the aircraft
12. This Permit scheme is only valid for the airport(s) listed below.

ACCEPTED by or on behalf of the Owner/Operator of the aircraft shown below:

AIRCRAFT REGISTRATION	AIRCRAFT TYPE	MAXIMUM PERMISSIBLE WEIGHT – KGS
HOME AERODROME:		
NAME OF OWNER/OPERATOR:		
ADDRESS:		
SIGNED:	for Registered Owner/Operator	
DATE:		

For HIAL Use Only:

THIS PERMIT IS VALID - FROM: TO: UNLESS PREVIOUSLY REVOKED.	
AIRPORTS FOR WHICH THIS PERMIT IS VALID:	BENBECULA, CAMPBELTOWN, ISLAY, KIRKWALL, STORNOWAY, TIREE, WICK

SIGNED: _____ DATE: _____
For Highlands and Islands Airports Limited

APPENDIX 1

This form is to be read in conjunction with the HIAL document 'Arrangements for Flights outside Official Opening Hours'.

This is to confirm that I/we understand that when operating out-of-hours at Highlands & Islands Airports there will be **NO provision of any services associated with a licenced aerodrome**. The following is a non-exhaustive list of the potential hazards and associated risks, each of which we acknowledge and willingly accept:

1. Lack of provision of Air Traffic Services ("ATS"). Risk of:
 - a. Airborne conflict with unknown traffic operating in the airspace, including SAR and other Emergency flights;
 - b. Airborne or Ground conflict with operators who are non-compliant with the Permit scheme;
 - c. **Unauthorised use of Instrument Approach Procedures whilst navigational aids are not monitored. This applies to both Conventional and RNAV (GNSS) procedures;**
 - d. Wake turbulence encroachment, resulting in unstable approach;
 - e. Lack of alignment references and landing aids, resulting in unstable approach;
 - f. Landing on disused runway or operational taxiway, resulting in ground collision with obstacles;
 - g. Manoeuvring incidents on the apron;
2. No Rescue and Fire Fighting Services ("RFFS"). Risk of: Aircraft incident at or in the vicinity of the airport and no Airport Fire Service response or ability to initiate the Emergency Plan;
3. Lack of weather notifications. High winds, following wind, crosswind, wind shear, changing wind direction. Risk of: Unstable approach and loss of control;
4. Snow, Ice, Frost, Flooding. Risk of: Incident due to untreated surfaces;
5. Lack of airfield wildlife management. Risk of:
 - a. Birdstrike, including geese, gulls and other large birds;
 - b. Collision with large ground animals such as sheep, deer, cattle;
 - c. Collision with small ground animals such as rabbits;
 - d. Contamination of runway surface leading to an incident.
6. Topographical hazards such as monitoring of blind spots. Risk of: Ground conflict with objects in or emerging from blind spots;
7. Lack of manoeuvring area inspections. Risk of: FOD leading to incident or damage;
8. Works. Risk of: Incident due to ground works;
9. Un-notified obstacles. Risk of: Collision with un-notified obstacles;
10. Third Parties of any kind on airfield whilst closed. Risk of: Conflict with third parties on airfield;
11. Commercial Air Traffic. Risk of: Incident and passengers not aware of out-of-hours Permit exemption, lack of RFFS or ATS cover.

The Company strongly recommends that owners and operators request that rescue and fire fighting services be provided by the Company. Owners and operators are referred, to the current Notices to AOC Holders.

ACCEPTED by or on behalf of the Owner/Operator of the aircraft shown in this Permit application:

NAME OF OWNER/OPERATOR:

SIGNED:

for Registered Owner/Operator

INSTRUCTIONS FOR PERMIT APPLICATIONS

1. Please read carefully through the document 'Arrangements for Flights outside Official Opening Hours' and this application form. Complete, sign and date the box sections of the Application Form as indicated.
2. £38.84 inclusive of VAT is due for payment at the time of each renewal or new application made to the Company, regardless of the number of aircraft named on the Permit.
3. A copy of the valid aircraft certificate of insurance must be provided with the completed Application Form.
4. Attention should be given to the ANO requirements and restrictions for aeroplanes over 2730kgs and helicopters over 3175kgs.
5. Those owners/operators who wish to apply for more than one aircraft may do so by submitting all of their aircraft details and required documentation at the same time. Should more than two aircraft be required, a schedule of aircraft details may be prepared and submitted as a paper apart.
6. Once the application has been approved and documentation has been passed for processing into a Permit, an invoice/receipt will be completed by the Company and sent attached to the Permit.
7. Applicants are advised that the normal turnaround time to process an application is 36 hours. Any usage of Company airfields by the aircraft concerned, during the given interim period will incur an Out of Hours Charge in accordance with the specific Airport's charges and shall be invoiced accordingly.

METHODS OF PAYMENT

- (a) **Cheques** - Should be made out to "*Highlands and Islands Airports Limited*".
- (b) **BACS Transfer**
Bank Name - Royal Bank of Scotland, Inverness (29 Harbour Road)
Bank Account - 00175776
Sort Code - 83-23-10
Account Name - Highlands and Islands Airports Limited
- (c) **Credit Cards** - Visa/Mastercard/Eurocard/American Express are accepted. Payment for OOH Indemnities can be arranged via telephone. If you wish to pay by this method, ***please telephone HO during working hours on 01667 464288.***

Office hours – 09:00 to 15:00 - Monday to Friday

- (d) **Standing Order** - For Permit holders who intend to renew their Permits on an annual basis.
- (e) Landing Fees or handling charges are payable direct to the airports.

Office Use Only:

Date Received:	
Indemnity Form:	Aircraft Registration: <input type="checkbox"/> Aircraft Weight: <input type="checkbox"/> Signed: <input type="checkbox"/>
Insurance Certificate	Aircraft <input type="checkbox"/> Period Valid To: __/__/__ Third Party Liability Cover £.....
Admin Handling Charge	£..... Receipt Raised <input type="checkbox"/> Passed to Accounts <input type="checkbox"/>
Approved? *YES/NO	Date Processed: _____ MAIL and/or FAX

* Delete as Appropriate