

Conditions of Use & Airport charges

Effective 1st April 2019

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Introduction

Highlands and Islands Airports Limited company number SC097647 ("**HIAL**") operates a group of 10 airports in Scotland at: Barra; Benbecula; Campbeltown; Inverness; Islay; Kirkwall; Stornoway; Sumburgh; Tiree and Wick (the "**HIAL Airports**"). Dundee airport is operated by HIAL through a subsidiary company, Dundee Airport Limited.

HIAL was incorporated in Edinburgh on 4th March 1986 as a private limited company under the Companies Act 1985. On 1st April 1995, ownership of the company passed from the Civil Aviation Authority to the Secretary of State for Scotland (now the Scottish Ministers). HIAL is classed as a Non Departmental Public Body within the Scottish Government.

The Conditions of Use set out in this document apply to the HIAL Airports listed above (other than Dundee) and replace previous issues.

These Conditions of Use apply (to the exclusion of all other terms and conditions) to any use of a HIAL Airport by an Operator, Airline and/or a Handling Agent (each as defined below). Any such use by, or on behalf of, such an entity shall be deemed to be acceptance of these Conditions of Use, and thus will form a legally binding contract between HIAL and the relevant using entity based on these Conditions of Use. To be clear (and without limitation) where an aircraft lands at a HIAL Airport then that is use of the HIAL Airport by both the Operator of the Aircraft and the relevant Airline.

Note – Dundee airport is operated by HIAL through a subsidiary company, Dundee Airport Limited. Its Conditions of Use & Airport charges can be found through the below web links.

The Unfair Contract Terms Act 1977 affects terms of notices which exclude or restrict liability for negligence. HIAL draws the attention of potential users of its airports to section 2.1 of the Conditions of Use which excludes the company's liability in certain circumstances.

Additional copies of the Conditions of Use are available at www.hial.co.uk (specifically www.hial.co.uk/hial-group/about-us/charges-opening-hours-and-pilots-information) or at HIAL's registered office:

Highlands and Islands Airports Limited
Head Office
Inverness Airport
Inverness
IV2 7JB

Tel: 01667 464 000
Fax: 01667 464 300
E-mail: info@hial.co.uk

Any queries regarding payment of charges should be made to the Finance department at the above address.

Conditions of Use & Airport charges

The meaning and interpretation of terms used in the following Conditions of Use are set out in the Introduction section above or section 7 (Definitions and Interpretation).

1. SCHEDULE OF CHARGES

The Schedule of Charges should be read in conjunction with the preceding Conditions of Use and the Definitions set out in Section 7. The following charges take effect from **1st April 2019**. These charges may be revised subject to HIAL giving notice to airlines of any revision.

1.1 CHARGES

	Intra-Scotland	Cross border	International
Landing fees (per tonne MTWA)			
Fixed-wing aircraft and helicopters for: -			
<i>Scheduled passenger flights, freight only flights, positioning flights, ambulance flights and search & rescue flights</i>	£12.57	-	-
<i>All other flights</i>	£20.02	£20.02	£20.02
Passenger charges (per terminal departing passenger)			
All public transport	£18.44	£10.45	£10.45
Security recovery charges (per terminal departing passenger)			
All public transport	-	£7.99	£7.99
Helicopter Transfer Fee			
Sumburgh Offshore Terminal (per departing fixed wing passenger)	£2.64		
Private light aircraft charge (per landing)			
Weight not exceeding 3 tonnes MTWA (subject to conditions available on request)		£21.65 (inc. VAT) (£18.04 excl VAT)	
Other charges			
Baggage handling		£7.35 per staff member per 15 minute segment	
Compass check		£334.33 per calibration per aircraft	
HM Revenue & Customs		An attendance charge may apply	
Oil-related helicopter refuelling (Section 3.1.1)		£70.15 per tonne or part thereof	
Out of Hours permit		£40.01 per application (inc. VAT) (£33.34 excl VAT)	
Passengers with Reduced Mobility ("PRM") (Section 3.5)		£0.58 per terminal departing passenger	
Inverness airport self-service check in (Cute Cuss)		£0.55 per terminal departing passenger	
Aircraft parking charges (24 hours or part thereof)			
Weight not exceeding 10 tonnes MTWA		£2.91 per tonne or part thereof	
Weight exceeding 10 tonnes MTWA		£29.10 plus £11.79 for each 10 tonnes or part thereof in excess of 10 tonnes	

Hangarage charges (24 hours or part thereof)

Weight not exceeding 3 tonnes MTWA	£2.21 per half tonne or part thereof
Weight exceeding 3 tonnes MTWA	£4.42 per tonne or part thereof

1.2 REBATES

Practice approach	90% rebate applies to Landing fees
Training flights	75% rebate applies to Landing fees
Test flights	100% rebate applies to Landing fees

1.3 SPECIAL PERMISSION FOR REDUCED LANDING CHARGES

Resident light aircraft charges (for aircraft not exceeding 2 tonnes MTWA)

(applicable to HIAL airports)

1. HIAL landing card (excluding Inverness)	£1,317.47 per year or £658.74 per half year
2. Home-based landing card	£416.03 per year or £208.02 per half year
3. Non-holders of a HIAL or Home-based landing card	Landing fees as detailed
4. Inverness Airport landing card	£2,584.16 per year

1.4 SURCHARGES

Out of Hours charges (per 15 minute segment) (for published airport fire category)

	Out of Hours	Ambulance and Search & Rescue
Barra	£42.73	£37.39
Benbecula	£80.26	£42.70
Campbeltown	£42.73	£42.78
Inverness	£151.02	£84.35
Islay	£74.54	£42.78
Kirkwall	£99.35	£41.34
Stornoway	£102.45	£42.37
Sumburgh	£127.75	£47.04
Tiree	£58.35	£42.78
Wick	£69.04	£41.88

2. GENERAL CONDITIONS

The use of HIAL Airports is subject to the following conditions.

- A. Compliance with the local flying restrictions and remarks published from time to time in the United Kingdom Aeronautical Information Publication (UK Air Pilot) – <http://www.nats-uk.ead-it.com/public/index.php.html>.
- B. Compliance with instructions, orders or directions published from time to time by HIAL which may supplement, vary or discharge any of the terms and conditions of use set out herein.
- C. Compliance with the directives on security of airports and aircraft issued by the European Commission, Department for Transport and where appropriate by the US Federal Aviation Administration.
- D. Details should be notified to the Airport Manager(s) involved prior to the commencement of a programme of commercial services, or the operation of any irregular service at any of HIAL's airports.

2.1 Liability, loss and damage

No HIAL Protected Party shall be liable for any claim by any Operator or Airline for the loss of or damage to an Aircraft, its parts or accessories or any property contained in the Aircraft, howsoever such loss or damage may arise occurring while the Aircraft is on or located at a HIAL Airport (including (without limitation) any hangar or parking or maintenance facility) or is in the course of landing at or taking-off from any HIAL Airport, (in each case) whether the liability or claim arises or results directly or indirectly from any act, omission, neglect or default on the part of a HIAL Protected Party unless such act, omission, neglect or default: i) was done with intent to cause damage; or ii) was done recklessly and with knowledge that loss or damage would probably result. In any event no HIAL Protected Party shall be under any liability whatever for any indirect loss and/or expense, or any loss of profit (in each case).

2.1.1 Force majeure

No HIAL Protected Party, shall have no liability to the operator under these Conditions of Use if it is prevented from 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 the workforce of HIAL any HIAL Group Company or 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 or machinery, fire, flood, storm, volcanic ash or default of suppliers or sub-contractors.

2.1.2 Aircraft accident / incident recovery orders

HIAL will act in accordance with the requirements of:

- a) International Civil Aviation Organisation ("ICAO"), Annex 14 to the Convention.
- b) Statutory Instrument 1996 No. 2798 The Civil Aviation (Investigation of Air Accidents and Incidents) Regulations 1996 www.opsi.gov.uk and insert 1996 No 2798 under search.

The requirement for HIAL to have procedures in place for the recovery of any disabled aircraft is set out in Annex 14 to the Convention on International Civil Aviation.

Further details can be obtained by contacting HIAL's registered office.

2.1.3 Aircraft owners and operators or their nominated agent's responsibilities

The airline/aircraft operator, or its nominated agent, is responsible for recovering and removing a disabled aircraft as quickly as possible (and in the case of an accident, after permission has been obtained from the AAIB). Airlines, General Aviation traffic, and based operators - including Flying Clubs - must have adequate arrangements in place to recover their aircraft in the event of an incident or accident. These arrangements must be notified formally to the Airport Management and/or the HIAL Director of Operations. These arrangements must remain current and must be updated annually.

If a relevant Airline or the Aircraft Operator fails to remove or rescue (or have removed or rescued) a disabled Aircraft that is at a HIAL Airport within a reasonable time as determined at HIAL's discretion, then HIAL has the right to remove, rescue and/or salvage that Aircraft (or have it removed, rescued or salvaged) (in this clause collectively "**HIAL Removal**"). In that event the Airline and/ Operator of the Aircraft shall be jointly and severally responsible for and shall joint and severally indemnify HIAL against all loss, liability or damage suffered or incurred by any HIAL Protected Party or any aircraft recovery agent (or similar) engaged by HIAL in each case to the extent arising from such HIAL Removal (whether direct, indirect or consequential to include (without limitation) loss of revenue, loss or profit or loss of use).

Handling Agents must ensure that aircraft recovery arrangements are in place for any airline which they handle and they - in association with the HIAL Director of Operations, or his representative, - will be responsible for co-ordinating the recovery of an aircraft.

The airline/aircraft operator, or its nominated agent, is responsible for recovering and removing the aircraft/wreckage as quickly as possible after permission has been obtained from the AAIB.

The airline/aircraft operator, or its nominated agent, is responsible for the provision of:

- a) The necessary technical advice, including that of his insurer.
- b) Supervision for the recovery operation.
- c) Any equipment or materials which may be required.

HIAL expects that an airline/aircraft operator or its nominated agent will, at all times, have available a responsible person - on station or available to be contacted immediately - to take decisions in respect of recovery operations and to act as the airline/aircraft operator, or nominated agent, representative. Unless otherwise advised, HIAL will take this person to be the duty manager or senior station representative of the agency concerned.

The responsible person - as described above - will be responsible for such matters as:

- a) Health and Safety considerations in respect of staff and contractors involved in a recovery operation.
- b) Providing adequate Personal Protective Equipment to these staff and contractors.
- c) Conforming to all valid Aerodrome Notices as may be applicable to the recovery operation. In particular, those which relate to Security and Safety.

Further details can be obtained by contacting HIAL's registered office.

2.1.4 Indirect Loss

In any event no HIAL Protected Party shall be liable for any claim whatsoever for indirect or consequential loss, for loss of profits, for loss of use, for loss of revenue or for loss of business (in each case) to any Operator or Airline.

2.1.5 Indemnity

Each Operator, Airline and Handling Agent shall indemnify each HIAL Protected Party against : i) any loss of or damage to the property of a HIAL Protected Party; and ii) against any claims for death or personal injury which may be made against an HIAL Protected Party (in each case) to the extent arising out of, or in connection with anything done, instructed to be done and/or any negligent omission (in each case) by or on behalf the Operator, Airline or Handling Agent or its employees, servants or agents (in each case) in or upon any HIAL Airport.

2.2 PAYMENT TERMS

All charges are payable prior to departure unless alternative arrangements have been agreed with the company. Electronic payment methods are preferred and payments should be made in sterling.

2.2.1 Credit

If HIAL agrees to a credit arrangement with the operator the operator shall pay within 14 days the appropriate airport charges, as set out in the Schedule of Charges (section 1). The operator shall also pay for any supplies, services or facilities provided to the operator or to the aircraft at the airport by or on behalf of HIAL, and the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) be those as may from time to time be determined by HIAL. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by or on behalf of HIAL, shall be payable to HIAL on demand and whether a demand has been made or not, before the aircraft departs from the airport.

2.2.2 Detention notices

If payment of such charges is not made to the company within 14 days after a statement and/or letter demanding payment thereof has been sent by post addressed to the registered owner at any place at which he carries on business, HIAL shall be at liberty to invoke Section 88 of the Civil Aviation Act 1982. This section entitles airport companies to detain aircraft for the non-payment of airport charges. Section 88(1) provides as follows:

Where default is made in the 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):

- a) *detain pending payment either:*
 - (i) *the aircraft in respect of which 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) *(a) 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.*

Without prejudice to the foregoing HIAL shall have a right of special lien over the Aircraft of any Operator where that Operator has not paid any sum then due by that Operator to a HIAL Group Company.

2.2.3 Chargeable interest

HIAL shall be entitled to charge interest on any charges payable pursuant to the terms hereof which have not been paid in accordance with any written arrangements for payment made between HIAL and the operator or, in the absence of such arrangements, within the time for payment of such charges stipulated on the invoice rendered by or on behalf of HIAL for such charges. Interest will be calculated until the date of payment of the charges (both dates inclusive) at the base rate of Royal Bank of Scotland plc for the time being prevailing plus 3% and such interest shall be paid by the operator at the same time as the charges to which it relates.

2.2.4 Value Added Tax ("VAT")

All charges stated herein are quoted exclusive of any VAT with the exception of the Private light aircraft and Out of Hours permit charges. VAT will be applied as appropriate at the ruling rate in accordance with applicable legislation.

Customers based outside the UK must provide VAT registration information in order to be billed at the correct VAT rate.

2.3 POLICING

Where any flight imposes an additional policing requirement over and above the services normally provided by the airport, the Managing Director may require the operator to pay a charge equivalent to the additional identified cost of policing that flight.

2.4 PROVISION OF SECURITY FOR PAYMENT

For scheduled services and any programmed charter service, HIAL may require security to be provided for the payment of airport charges estimated to be payable for a period of up to one month in respect of such services prior to such services commencing.

2.5 QUERIES

Any queries regarding payment of these charges should be made in the first instance to the Finance department of HIAL whose contact details are in the Introduction.

2.6 REFERENCE DATA

The operator or its appointed handling agent shall also furnish on demand in such form as HIAL may from time to time determine, details of the Maximum Total Weight Authorised ("MTWA") in respect of each aircraft owned or operated by the operator. The Operator or its appointed Handling Agent shall also furnish without delay details of any changes in the MTWA in respect of each aircraft owned or operated by the Operator.

2.6.1 Load and weight data

The operator or its appointed handling agent shall furnish to HIAL, or to such other company as HIAL may direct, in such form as HIAL may from time to time determine:

- a) information relating to the movement of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of those movements. This will include information about the number of arriving and departing terminal and transit passengers (including adults and infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the airport.
- b) details of the MTWA in respect of each aircraft owned or operated by the operator.
- c) name, contact, postal address, e-mail address, phone and fax numbers, IATA/ICAO prefix and SITA address of the operator who is to be invoiced.
- d) VAT registration details for non-UK based operators.

2.6.2

If a discrepancy relating to invoice details arises then the operator or its appointed handling agent shall furnish to HIAL within 21 days or on written request made by HIAL, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period. This provision shall also apply to the furnishing of copies of extract from aircraft flight manuals to enable verification of aircraft weight and noise characteristics. The operator shall, following a request in writing made by HIAL, produce for inspection the original copies of such documents.

2.6.3

Where the operator, or its handling agent, fails to provide the information required in section 2.6.1 (load and weight data) within the period stipulated herein, HIAL shall be entitled to assess the charges payable hereunder by the operator by reference to the MTWA and the maximum passenger capacity of the aircraft type.

2.7 CAPACITY/AVAILABILITY OF SERVICE

There is no guarantee on the part of HIAL as to available capacity at any HIAL Airport. HIAL reserves the right to manage capacity at each HIAL Airport as it deems necessary for safety and operational reasons.

No reduction of the charges set out in the Schedule of Charges (section 1) will be allowed by reason of the unavailability for any reason whatsoever of any aerodrome service, assistance or other facilities.

2.8 AMENDMENTS AND VARIATIONS

HIAL reserves the right at any time upon giving notice to amend, vary or discharge any of the terms and conditions of use set out herein.

2.9 MISCELLANEOUS

HIAL reserves the right to charge for miscellaneous goods and services as and when necessary (including but not limited to clean up of oil, fuel or other spillages).

3. CHARGES

3.1 LANDING FEES

"Landing fees" are set out in the Schedule of Charges (section 1). The Landing fee will be assessed, and payable on the basis of the MTWA, by HIAL on 1st April each year (see section 2.6).

3.1.1 Landing fees – Oil-related helicopter refuelling

The charge relates to oil-related helicopter traffic which lands at Kirkwall, Stornoway, Sumburgh or Wick solely for refuelling purposes. No Passenger load supplement or Security recovery charge is payable.

3.2 PASSENGER CHARGES

Charge on passengers collected by airlines/agents per the schedule of charges. Refer to Section 7 for definitions and interpretation.

3.3 SECURITY RECOVERY CHARGES

This charge is payable in respect of each terminal departing passenger.

3.4 PRIVATE LIGHT AIRCRAFT CHARGES

The flat rate charge applies if the following conditions are fulfilled:

- a) The flight must be private¹
- b) Aircraft MTWA must be less than 3 metric tonnes (single or multi engine)
- c) The flight must arrive VFR²
- d) The flight must arrive or depart during normal operating hours (to enable payment to be made and details checked, if necessary, before departure)
- e) Payment must be made by cash, cheque or credit card during office hours (or to a handling agent outside of hours). Foreign currency is not accepted
- f) The pilot must comply with PPR³ requirements
- g) If requested when seeking permission for the flight the pilot must avoid peak traffic times

3.5 PASSENGERS WITH REDUCED MOBILITY (PRM) CHARGES

The charge is applied at Inverness airport only and 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 basis. The charge is excluded from the rebate schemes as this charge is based upon cost recovery.

3.6 AIRCRAFT PARKING CHARGES

The charges for parking of aircraft at the airport are set out in the Schedule of Charges (section 1). These charges will be assessed and payable on the basis of the MTWA (section 2.6) and total time parked. The parking charge will operate only after the aircraft has been parked on the airport for a period of two hours. For the purpose of these charges, where parking follows immediately after a landing, parking charges will be charged from the time of landing to the time of take-off less a discretionary allowance for taxiing where actual time on stand is not available.

Where hangars are available and utilised, hangarage charges will apply in addition to aircraft parking charges.

3.6.1

The Managing Director may at any time order an aircraft operator either to move a parked aircraft to another position or remove it from the airport. In particular, where it could affect or infringe the safety of the airport's operations. Failure to comply with the order within the period specified in it will render the

¹ A private flight is defined in Article 255 of CAP 393 Air Navigation: The Order and the Regulations (as amended) as a "flight which is not an aerial work, public transport or commercial air transport flight".

² Visual Flight Rules

³ Prior Permission Required

operator liable to a special charge which will be notified to the aircraft operator at the time of the request to move the aircraft.

4. REBATES

4.1 NEW SERVICES

Operators of air transport services at HIAL airports may apply to the Managing Director for rebates for the operation of new services to new destinations. The decision by the Managing Director as to whether to grant such rebates shall be absolute.

4.1.1

Subject to 3.1, operators of scheduled services from HIAL airports to new destinations may be granted an introductory rebate of up to 75% of airport charges during the first 12 months of service, up to 50% of airport charges for the following 12 months and up to 25% of airport charges for the 12 months in the third year.

4.2 ADDITIONAL INTRA-SCOTLAND PASSENGER VOLUME REBATE

Operators of scheduled Intra-Scotland air transport services at HIAL airports may apply in writing to the Managing Director for a rebate related to additional terminal departing passengers carried. The rebates apply to additional numbers of terminal departing passengers carried on scheduled services to existing intra Scotland destinations. The rebate will only apply to terminal departing passengers carried by a single operator from an individual airport in a financial year. The calculation of terminal departing passengers will exclude passengers carried on any routes or services that have been granted rebates under Section 4.1 or 4.3.

4.2.1

Operators who increase terminal departing passenger numbers on existing Intra-Scotland scheduled routes from a HIAL airport may be granted a rebate of up to 50% of passenger charges for the additional terminal departing passengers carried. The additional terminal departing passengers will be calculated by comparing the total passengers carried from each HIAL airport by an operator in the financial year up to 31st March (current year) with the total passengers carried in the preceding 12 months up to 31st March (previous year). If the total number of terminal departing passengers in the current year is greater than in the previous year then the operator may apply for a rebate on charges made for the additional passengers (i.e. current year total less previous year total).

4.2.2

Where an Operator takes over a route previously served from the airport by another operator, the passengers carried on that route in the 12 months to 31st March of the previous year will be treated as passengers of the new operator when calculating any additional passenger volume rebate. The decision of the Managing Director as to what constitutes an additional departing passenger in the calculation of any rebate shall be absolute.

4.3 VOLUME REBATE FOR UK CROSS BORDER SERVICES

Operators of air transport services at HIAL airports may apply to the Managing Director for rebates based on the volume of terminal departing passengers carried on UK cross border scheduled services. The rebates apply to additional terminal departing passengers carried by a single Operator from an individual airport in the financial year up to 31st March (current year) compared with the total passengers carried in the preceding 12 months up to 31st March (previous year). The calculation of terminal departing passengers shall exclude passengers carried on any routes or services that have been granted rebates under Section 4.1 or 4.2.

4.3.1

Operators who increase terminal departing passenger numbers on existing UK cross border scheduled routes from a HIAL Airport may be granted a rebate of up to 50% of passenger charges for the additional terminal departing passengers carried. The additional terminal departing passengers will be calculated by comparing the total passengers carried from each HIAL Airport by an Operator in the financial year up to

31st March (current year) with the total passengers carried in the preceding 12 months up to 31st March (previous year). If the total number of terminal departing passengers in the current year is greater than in the previous year then the Operator may apply for a rebate on charges made for the additional passengers (i.e. current year total less previous year total). The decision by the Managing Director as to whether to grant such rebates shall be absolute.

4.4 INTER ISLAND FLIGHTS (ORKNEY & SHETLAND)

A rebate of 75% of the Landing fees and Passenger charges applies for any aircraft, not exceeding 3 tonnes MTWA, operating at Kirkwall airport for the provision of services solely within the Orkney Islands and at Sumburgh airport for the provision of services solely within the Shetland Islands.

4.5 MULTIPLE REBATE QUALIFICATIONS

Where a flight qualifies for more than one rebate set out in sections 4.1 to 4.4 the higher rate of rebate only will apply.

4.6 TRAINING FLIGHTS

In the case of a flight carried out for the sole purpose of training or testing flying personnel, rebates of 75% of the amount of the Landing fees, calculated in accordance with the Schedule of Charges (section 1), may be granted. Prior written applications for rebates should be made to the Airport Manager of the relevant HIAL airport.

4.7 TEST FLIGHTS

Landing fees will not be charged in respect of a test flight (excluding flights of Certificate of airworthiness tests) carried out shortly before the intended departure of an aircraft, provided that such a flight is undertaken solely for the purpose of ensuring that, for the intended departure, the aircraft, engines and/or instruments on the aircraft are serviceable. Prior written applications for rebates should be made to the Airport Manager of the relevant HIAL airport.

5. SPECIAL PERMISSION FOR REDUCED LANDING CHARGES

5.1 FLYING CLUBS

The Airport Manager at each airport may negotiate agreements for reducing landing charges for flights made for the purpose of the clubs at that airport but not flights made for hire or reward outside the normal range or scope of club activities.

5.2 SAFETY RELATED DIVERSIONARY LANDINGS

HIAL is prepared to consider requests for waiver of charges from a General Aviation ("GA") pilot who makes a genuine safety-related diversionary landing. This waiver only applies to Domestic GA traffic. HIAL has reserved the right to opt out of the AOPA scheme at any time subject to 3 months' notice being given to AOPA by HIAL. This applies to an aircraft, which has not planned to land at an HIAL airport, arriving due to technical malfunction or an un-forecast weather related emergency and the aircraft departing as soon as possible, with the same complement of passengers etc. on board. In the event of an aircraft flight planned to land at an HIAL airport being diverted to another airport at which no airport landing fee has been paid then on arrival at an HIAL airport it will be charged the fee which would have been payable as if it had arrived from its original point of departure. Eligibility for waiver will be based on the same criteria as for a light aircraft landing fee (i.e. a private flight as defined in Article 255 of CAP 393 Air Navigation: The Order and the Regulations (as amended)).

5.3 INTRA SCOTLAND PASSENGER CHARGES

Operators of passenger carrying aircraft that are not required to comply with the National Aviation Security Programme ("NASP") and whose passengers do not go through security, will be entitled to a discount from the Intra Scotland passenger charge. Operators should apply in advance to the Airport Manager.

6. SURCHARGES

6.1 FLIGHTS OUTSIDE NORMAL HOURS

Normal hours of availability at HIAL airports are available at www.hial.co.uk and [www.nats-uk.ead-it.com/IAIP/Aerodrome Index - Specific](http://www.nats-uk.ead-it.com/IAIP/Aerodrome_Index_-_Specific). Where flights are made outside of these hours by arrangement with HIAL, an Out of Hours charge will be payable in accordance with the rates set out in the Surcharges Charges (section 1.4). These rates are set according to the normal fire category in operation at the relevant airport.

If the operating aircraft requires a fire category that is greater than the normal fire category, a higher charge will be applicable to cover the cost of the additional staff required.

Operators that wish to use any of HIAL's airports outside the notified hours of operation must comply with HIAL Out of Hours Indemnity Scheme.

Operators intending to operate out of hours must be in possession of a completed Out of Hours Indemnity form signed by the operator (not the Handling Agent) and a representative of Highlands and Islands Airports Limited. A permit can be applied for through the website at the following link - www.hial.co.uk/about-us/charges-opening-hours-and-pilots-information.

6.1.1 Flights that must use licensed or Government aerodrome

Attention should be given to CAP 393 Air Navigation: The Order and the Regulations Articles 207 and 208 (as amended) which apply to any aeroplane which exceeds 2,730kg MTWA.

6.1.2 Aerodromes – use for purposes of flying instruction and testing

Attention should be given to CAP 393 Air Navigation: The Order and the Regulations Article 208A (as amended) which applies to flying instruction and testing.

6.2 EXTENSIONS OF WATCH

For extensions of watch (i.e. operations which occur within three hours of the normal opening or closing of the airport) charges will be levied in 15 minute segments for the additional time from the normal opening or closing time required. An additional 15 minutes is chargeable after the aircrafts departure to take account of the airport remaining open on standby for the aircrafts return. Openings required outside these three hours extensions will be considered as special openings and be subject to a minimum charge of three hours.

6.3 NOISE

Under the International Civil Aviation Organisation Annex 16 – Environmental Protection (Chapters 2, 3 and 4), and the UK Aeroplane Noise Regulations, aircraft are required to operate to an approved noise standard and certification.

7. DEFINITIONS AND INTERPRETATION

7.1 The following definitions apply to the Conditions of Use for HIAL Airports.

References to a "**Certificate of airworthiness**" shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.

"**Air transport movement**" are landings or take-offs of aircraft engaged on the transport of passengers, cargo or mail on commercial terms. This comprises all scheduled movements operated to a commercial timetable where carriage is offered to the public, including those operated empty. Loaded charter and air taxi movements are also included.

"**Aircraft**" includes all fixed wing and rotary aircraft and all parts, accessories, components, equipment and stores thereof.

"**Airline**" includes Operator, parent, subsidiary and associated company of the Operator and any code share partner.

"**Flight**" has the same meaning as defined in Article 255 of CAP 393 Air Navigation: The Order and the Regulations (as amended).

"**Flight classification**" means classification within the following categories:

- a) "Intra-Scotland flight" means a flight for the carriage of passengers or freight or the positioning of aircraft between airports where both landing and take-off are in Scotland and there is no intermediate landing outside Scotland.
- b) "Cross border flights" means all UK flights other than intra-Scotland flights.
- c) "International flights" means all flights other than domestic flights.
- d) "Ambulance flights" means all flights operated by or on behalf of the Scottish Ambulance Service.

"**Freight**" means any cargo or mail carried on an aircraft operating an air transport flight, with the exception of freight in transit. "Freight in Transit" means any cargo or mail which arrives at the airport and departs in the same aircraft, where such an aircraft is operating a through flight transiting the airport.

"**General or business aviation**" means any air traffic not falling into any of the following categories:

- a) scheduled air services; non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10; and
- b) any traffic engaged on the Queen's flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad.

"**Handling Agent**" means any person, firm or company appointed by an Operator to perform any of the ground handling services or functions or as an operator who self handles.

"**HIAL**" has the meaning set out in the Introduction section above.

"**HIAL Airport**" has the meaning set out in the Introduction section above.

"**HIAL Group**" means HIAL, and any subsidiary of HIAL, and any holding company of HIAL, and any company which is the ultimate holding company of HIAL is also the ultimate Holding company,

or any subsidiary of the Authority. As used in this definition the terms "holding company" and "subsidiary" shall have the meaning ascribed by the Companies Act 2006.

"HIAL Protected Parties" means each member of the HIAL Group and all employees of, servants of, agents of and/or sub-contractors of, a member of the HIAL Group.

For the purposes of Airport charges, **"International departing passenger"** means any passenger who boards an international flight. The decision of the Managing Director of the company as to this classification shall be absolute.

References to **"Managing Director"** shall include a nominated deputy.

"Maximum Total Weight Authorised" or **"MTWA"** in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.

"Operator" in relation to an Aircraft means the person for the time being having the management of that aircraft.

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

"Positioning flight" means movements by aircraft moving into position for scheduled or charter flights or returning to base after such flights, including air taxi movements. In addition to this if an aircraft positions in for fuel (excluding oil related refuelling) it can be classed as a positioning flight.

"Practice approach" means any flight associated with use of instrument flight procedures under IFR or VFR that concludes by going around. Where ATC instructs a pilot on a "non practice approach" to carry out a go around for safety reasons, there will be no charge.

All references in this document to **"Passenger charges"** refer to the charges on passengers collected by airlines/agents in the Schedules of charges. The following categories of passenger are exempt from Passenger and Security recovery charges:

- a) children under 3 years of age provided they are separately identified promptly in returns to the management of each of the airports concerned;
- b) any persons employed or engaged in aircraft in flight on the business of the aircraft;
- c) persons carried on an aircraft which returns to the airport from which it departed without landing at any other airport due to being unable to land at the destination airport
- d) any persons who depart from the airport in the aircraft in which they arrived without meanwhile having left the airport.

"Transit passenger" means a passenger who arrives at and departs from the airport on the same aircraft which is transiting the airport.

"Terminal departing passenger" means any passenger aboard an aircraft at the time of take-off other than a "Transit passenger".

"Time of Landing" means the time recorded by company air traffic services as the time of touch down of an aircraft.

"Time of Take-off" means the time recorded by company air traffic services as the time when the aircraft is airborne.

- 7.2** The provisions of section 2.1 of these conditions create legal rights enforceable by third parties (and more specifically for HIAL Protected Parties). Notwithstanding Clause 7.4 below the provisions of the Contracts (Rights of Third Parties) Act 1999 will apply in relation to those third parties' rights. A contract formed on or incorporating these conditions may be varied or terminated without the consent of such a third party. Other than as set out in this Clause nothing in these conditions creates any right for a third party.
- 7.3** Any loss, damage, cost or liability incurred by any member of the HIAL Group to the extent arising from a breach of any contract formed on or incorporating these conditions by an Operator, Airline or Handling Agent: (i) will be deemed to have been incurred by HIAL; and (ii) will be recoverable by HIAL as if they were losses, damage, costs or liability suffered directly by HIAL.
- 7.4** Any contract formed on or under these Conditions of Use, or in relation to use of a HIAL Airport, shall be formed under Scots law. Any dispute in relation to such a contract and/or any dispute as to whether such a contract has been formed shall be subject to the exclusive jurisdiction of the Scottish Courts. However, HIAL may bring legal proceedings against any Operator, Airline or Handling Agent in the Courts of the territory in which such entity is domiciled or any territory where such entity has the majority of its assets.

Appendix

(i) [INSERT NAME OF OPERATOR] has a current and valid contract in place with [INSERT NAME OF RECOVERY AGENT] in order that any disabled aircraft may be removed expeditiously from the runway/aerodrome. The relevant contact details are as follows:

Name of Contact at [INSERT NAME OF RECOVERY AGENT]

Address of [INSERT NAME OF RECOVERY AGENT]

.....

.....

Telephone number of [INSERT NAME OF CONTACT]

E-mail address of [INSERT NAME OF CONTACT]

Signed:

Name:

Position held:

Address: