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## CONDITIONS OF USE OF JERSEY AIRPORT

01 OCTOBER 2015

### 1. DEFINITIONS

- 1.1. "The Airport" means all areas comprising Jersey Airport at St Peter, Jersey, Channel Islands which is operated by Ports of Jersey Limited or as in hereinafter defined. The term "airport" shall be interchangeable with the terms "airfield", "aerodrome" or any other like term, where the context so dictates and such terms shall bear their ordinary and usual meaning according to the Laws of the Island of Jersey.
- 1.2. Jersey Airport, which term shall include any associated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any servant, or agent, means Ports of Jersey Limited, whose Registered Office is at Jersey Airport, St. Peter, Jersey Channel Islands, JE1 1BY or any successor or assignee of Jersey Airport for the time being.
- 1.3. "The Conditions" means these Terms and Conditions of Jersey Airport and any Rules and Regulations relating to the use of Jersey Airport, including those published in the Jersey Airport Aerodrome Manual, the Air Navigation Order, the Jersey Aviation Security Programme (JASP), and the Jersey Airport Health, Safety & Welfare Policy, the United Kingdom Aeronautical Information Publication (AIP) and any orders, instructions, directions or bye-laws respectively from time to time in force whether in writing or otherwise made by Jersey Airport. A copy of the conditions will be available on request from the Airport Director 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 is permitted by law these conditions shall take precedence over any other conditions or terms.
- 1.4. "Corporate Aircraft" means aircraft chartered or operated specifically or mainly for corporate/private non-scheduled flights.
- 1.5. "Domestic flight" means a flight where the aircraft takes off from and lands at an airport within the United Kingdom, the Channel Islands or the Isle of Man with no intermediate landing at a point outside these areas, provided always that such a flight is not part of a through journey or through service to or from a point outside the United Kingdom, the Channel Islands or the Isle of Man.
- 1.6. "Freight" means goods or other property carried or to be carried on an Aircraft, other than Mail, baggage or property of the Operator. For the avoidance of doubt any baggage carried pursuant to an air way bill shall be Freight.
- 1.7. "International departing passenger" means any passenger who boards an Aircraft at the Airport whose final destination is a place outside the United Kingdom, the Channel Islands or the Isle of Man.

- 1.8. "International flight" means a Flight other than a Domestic Flight.
- 1.9. "Landing time & departure time" means the time of touch-down and take-off respectively as recorded by the Air Traffic Services Unit at the Airport.
- 1.10. "Landside" means all areas of the Airport not subject to security control and/or access control
- 1.11. "Local Procedures" mean any written procedure used by the Company supplementing these Conditions, including Airport Director's Notices, Airport Director's Instructions, Notices to Operators and Operational Safety Instructions.
- 1.12. "Mail" means all types of material communications carried on an Aircraft e.g. post office, diplomatic and military mail.
- 1.13. The "Operator" means in relation to an Aircraft the person or organisation from time to time having the management or possession of that Aircraft, whether owner, user, pilot or otherwise and shall mean the person(s) or body or organisation (and their respective servants, agents and contractors) using, attempting to make use of, or having used, the facilities or services offered by the Company at the Airport or elsewhere. For the purposes of being bound by these Conditions the Operator warrants that he has full authority and power to bind as his agent any owner, lessor, mortgagor, lender or pilot of the Aircraft and all their respective servants, agents or contractors.
- 1.14. "Operations Controller" means an employee of the Company working in the Operations Department
- 1.15. "Operations Department" means the Company's Department at the Airport responsible for the maintenance of a safe environment on and around the airfield and implementation of Airside safety policies
- 1.16. "Passenger" means any person carried on an Aircraft with the exception of the Flight crew and cabin staff operating the Aircraft's Flight or CAA inspectors
- 1.17. "Positioning flight" means a flight by an Aircraft without a payload, moving into position for transport flights or returning to base after such flights.
- 1.18. "Terminal passenger" means any passenger aboard an Aircraft at the time of take-off other than a Transit passenger.
- 1.19. "Transit passenger" means a passenger who arrives at and departs from an intermediate station (after a ground stop) with the same flight (notwithstanding that the passenger may depart in a substituted Aircraft because the Aircraft on which the passenger arrived has been declared unserviceable).
- 1.20. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.21. References to Clauses Sub-Clauses Schedules and parties are to the Clauses and Sub-Clauses of and Schedules and parties to these Conditions.
- 1.22. The index and headings are included for convenience only and shall not affect the construction of these Conditions.
- 1.23. References to any of the masculine feminine and neuter genders shall include the other genders and references to the singular number shall include the plural and vice versa.

- 1.24. References to a statutory provision shall include any provisions of which it is a re-enactment as well as all orders and regulations made pursuant to such provision and all modifications or re-enactments from time to time of such provisions orders and regulations

## **2. LOCAL FLYING RESTRICTIONS**

- 2.1 All users of the Airport shall comply with local flying restrictions, rules and remarks published from time to time in the UK Aeronautical Information Publication;

## **3 USE OF THE AIRPORT AND ITS FACILITIES**

- 3.1 The use of the Airport by the Operator or on his or their behalf is subject to the Conditions which shall apply equally to the provision of all facilities or services provided or offered to be provided by Jersey Airport and are hereby deemed to be incorporated into any agreement, contract or other legal relationship entered into or to be entered into by Jersey Airport with the Operator.
- 3.2 For the purpose of being bound by these Terms and Conditions the Operator warrants that he has full authority and power to bind as his agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all respective servants, agents or contractors.
- 3.3 Jersey Airport shall be entitled to vary the Conditions from time to time, at its discretion and as it sees fit. Provided such variations have been brought to the notice of the Operator or are deemed to have been brought to his notice, such variations shall be binding on the Operator.
- 3.4 Jersey Airport has the exclusive right to provide any service which it desires and sees fit at the Airport and any Operator wishing to provide the same, similar or different services must first submit a written application to the Airport Director or his successor or assignee for due consideration.
- 3.5 Jersey Airport has published an Aerodrome Manual, together with Emergency Orders and an Aircraft Recovery Plan. Users of the Airport should obtain copies thereof and ensure that relevant employees, agents and contractors have knowledge of, and comply with, such orders and any amendments thereto as issued by Jersey Airport from time to time.

## **4 AIRCRAFT AND PASSENGER HANDLING**

- 4.1 All Operators of Aircraft using the Airport for scheduled services are required to use a handling agent approved by the airport.
- 4.2 All Operators of Corporate Aircraft or aircraft over 3 tonnes (Maximum Take-Off Weight) services are required to use Gama Aviation.
- 4.3 Operators and handling agents are to ensure that passengers with reduced mobility, unaccompanied minors and all other passengers requiring assistance are given full assistance including help with mobility for outbound flights from immediately outside the terminal building through to embarkation on to the Aircraft and for inbound flights assistance in disembarking the Aircraft through to leaving the Airport by their chosen mode of transport. Neither the Operator nor the handling agent will make any charge to passengers for any services provided by virtue of this Clause.

## **5 CHARGES**

- 5.1 A copy of the current list of Jersey Airport's fees and charges will be available upon request and will be available for inspection by the Operator at the Airport and promulgated in appropriate publications. The publication of the list and the delivery of such to the Operator are without prejudice to the Jersey Airport's right to vary from time to time any of its fees or charges therein stated in any way it sees fit. The display of any notice or delivery of a list of fees or

charges is not to be construed as an offer on the part of the Jersey Airport to provide any facilities or services either for the fees or charges or at all.

- 5.2 Jersey Airport will give to the Operator such notice as is reasonable of any variation in fees or charges.

## **6 PAYMENT**

- 6.1 The Operator shall pay the appropriate charges for the takeoff, landing, parking or housing of aircraft at the Airport. The Operator shall also pay for any supplies, services, or facilities provided to him or the aircraft by Jersey Airport. All such charges shall be due and payable at the sole discretion of Jersey Airport before an aircraft departs from the Airport.
- 6.2 In the event of the Operator failing or neglecting to pay to the Airport within thirty days of demand any sum or sums due by the Operator under the terms of this Agreement, the Airport retains the right to proceed against the Operator for recovery of any payments in arrear in any Court of Law, then any such unpaid sum or sums shall bear interest against the Operator from the date of demand by the Airport until payment in full thereof by the Operator to the Airport at the rate of two per cent (2%) per month.
- 6.3 Whenever any sum or sums shall be recoverable from or payable by the Operator under this Agreement such sum or sums or any part thereof may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Operator under this or any other agreement with the Airport
- 6.4 An Operator shall be required to complete an "Application for Credit Form", prior to the commencement of any business or operation at Jersey Airport. Details of Terms of Credit and an application form can be obtained at [www.jerseyairport.com](http://www.jerseyairport.com)

## **7 LIEN**

- 7.1 So long as an aircraft (or aircraft), or any parts and accessories or any vehicles are located at the Airport or upon any land under the control of Jersey Airport, Jersey Airport 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 to Jersey Airport 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 Jersey Airport 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.
- 7.2 Jersey Airport 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 Jersey Airport may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.
- 7.3 If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, Jersey Airport shall despatch by ordinary post to the Operator at his address hereon and to the Registered Owner of the aircraft at his address on the appropriate Register in the State of Registration a notice demanding payment within twenty-eight (28) days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the aircraft or property subject to the lien shall vest in Jersey Airport and Jersey Airport may at its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition Jersey Airport shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due to Jersey Airport and any fees, expenses or costs incurred in connection with the disposal of the aircraft or property before accounting for any balance to any party so entitled.

## **8 LIABILITY OF JERSEY AIRPORT AND THE OPERATOR**

8.1 Jersey Airport shall in no circumstances be liable to the Operator for any physical or economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever (including without limitation the aircraft, its parts or accessories or any property contained in the aircraft) whether direct, indirect or consequential, caused by any negligence, breach of contract or statutory duty on the part of Jersey Airport, its servants or agents insofar as such exclusion of liability is permitted by law.

8.2 Where the Operator or any person on his behalf or for whom he is responsible causes death, personal injury or loss or damage of any kind whether direct or indirect as a result of any negligence, breach of contract or breach of statutory duty and while at the airport, the Operator shall indemnify and keep indemnified Jersey Airport in respect of any claim arising there from.

### **8.3 INDEMNITY**

8.4 Jersey Airport shall be kept indemnified by the Operator against all costs, claims, damage, loss and injury of any description due to, or arising out of the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property on the Airport or on areas or premises occupied or controlled by the Airport, save where such costs, claims, damage, loss and injury are caused by the Airport or its agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.

8.5 Notwithstanding any other provision, nothing in these Conditions shall exclude, restrict or limit the airport's liability for death or personal injury resulting from the Airport's negligence.

## **9 INSURANCE**

9.1 The Operator in furtherance of his obligations under these conditions agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the Operator at the airport in such amount as not being less than the requirements of European Union Regulation EC 785/2004 or some other amount as shall in Jersey Airport's complete discretion be reasonable according to the size and type of aircraft operated and shall on demand produce to Jersey Airport, or its duly authorised representative, from time to time, sufficient proof of such insurance including the security thereof.

9.2 In respect of any vehicle the operator, his servants, agents, or associates may use or operate on that part of the Airport which is or has been designated "Airside", the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for ten million pounds sterling (£10,000,000) which sum may be reviewed at the exclusive discretion of Jersey Airport. Evidence of such insurance shall be produced to Jersey Airport or its duly authorised representatives on demand. Jersey Airport's decision as to the adequacy of such insurance cover shall be binding on the Operator.

9.3 The Operator shall at all time fully indemnify and keep indemnified Jersey Airport against any breach of this Clause 9 but without prejudice to any other rights of Jersey Airport under these Terms and Conditions whether the same shall be enforced by Jersey Airport or not.

## **10 GENERAL**

10.1 These Terms and Conditions are governed by the laws of the Island of Jersey and are subject to the jurisdiction of the Royal Court of Jersey.

10.2 The Operator or his appointed handling agent shall furnish to Jersey Airport information of such a type and in such form as Jersey Airport may from time to time require and determine relating to the movement of aircraft handled by the agent at the Airport within twenty-four (24) hours of each of these movements.

10.3 The Operator shall comply with the Jersey Airport Aircraft Recovery Plan.

## **11 FORCE MAJEURE**

11.1 Jersey Airport shall not be liable to a user or be deemed to be in breach of contract by reason of any delay in performing or providing or any failure to perform or provide, any services, facilities, or supplies if the delay or failure is due to any cause beyond the Airport's reasonable control.

11.1.1 The following shall be regarded without limitations as cause beyond the Airport's reasonable control:

11.1.2 Act of God, explosion, adverse weather conditions, flood, storm, tempest, fire or accident;

11.1.3 War or threat of war, sabotage, terrorist act, blockade, revolution, riot, insurrection, civil disturbance, bombings or threats of bombings, security alerts;

11.1.4 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of government; the States of Jersey or Parish Authority;

11.1.5 Air traffic control delays or restrictions;

11.1.6 Import or export regulations or embargoes;

11.1.7 Strikes, lock-outs or other industrial actions or trade dispute (whether involving the Airport's employees or those of a third party);

11.1.8 Difficulties in obtaining labour, transport, fuel, parts or machinery;

11.1.9 Power failure or breakdown in machinery or equipment; and

11.1.10 Failure or obstruction of runway or taxiways.