

## OXFORD AVIATION SERVICES LIMITED STANDARD TERMS AND CONDITIONS OF USE

### 1. Interpretation

- 1.1 **Airport:** the area comprising of London Oxford Airport, Kidlington, Oxford, operated and controlled by the company.
- 1.2 **Company:** Oxford Aviation Services Limited (OASL) and shall include any associated, subsidiary or holding company.
- 1.3 **Operator:** the person or organisation entitled to the management or possession of an aircraft including, but not limited to, the owner, user, agent, pilot, captain, and shall mean the person (s) or organisation using, attempting to make use of, or having used, the facilities or services offered by the Company at the Airport or elsewhere.
- 1.4 **Conditions:** these Standard Terms and Conditions deemed to be incorporated in every agreement entered into by the Company and Operator. The Conditions shall be construed in all respects according to English Law. No amendment or addition to these Conditions shall be binding on the Company unless agreed in writing by a director of the Company.

### 2. Charges and Payment

- 2.1 The Operator shall pay to the Company the appropriate charges as may from time to time be determined by the Company (at its sole discretion) for landing, parking or housing of aircraft or such other supplies or services that may be provided to the Operator by or on behalf of the Company.
- 2.2 All charges shall accrue from day to day and (unless credit facilities have been granted to the Operator) shall be due and payable to the Company prior to the associated aircraft departing the Airport.
- 2.3 All charges are subject, where applicable, to the addition (at the applicable rate) of VAT.
- 2.4 Payments of all charges are to be processed in pounds sterling without any deduction or set off whatsoever.
- 2.5 The Operator shall be liable for all bank charges levied on transactions when making payment to the Company in respect of all charges incurred as a result of its use of the Airport. The Company reserves the right to charge a processing fee at 2.5% on credit card transactions.
- 2.6 The Company shall be entitled to set off against any money of the Operator, its holding Company, subsidiary or fellow subsidiary held by the Company against any payment liability of the Operator to the Company under these Conditions.
- 2.7 Interest will accrue on any charges that are not paid when due on a daily basis at an amount of 4% above the Bank of England Base Rate existing at the time, from the date due for payment until the outstanding charges to which it relates are paid in full (whether before or after judgement).
- 2.8 An Operator ceasing to be the Operator of an aircraft with associated charges incurred as a result of the use of the Airport, shall remain liable for payment of all said charges until such time as some other person or entity becomes Operator of the aircraft and settles all charges relating thereto.
- 2.9 For the avoidance of doubt Section 88(1) of the Civil Aviation Act 1982, entitling the Company to detain the aircraft for non-payment of charges applies to these Conditions. Section 88(1) provides as follows:

*"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)*

*a) Detain pending payment either*

*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."*

### **3. Credit Facilities**

- 3.1** Applications for the granting of credit facilities must be made in advance of the aircraft arriving at the Airport to the Company, of which the decision to grant such facilities is at the Company's absolute discretion. If a credit facility has not been granted, all charges will be treated as a cash basis and must be settled before the aircrafts departure.
- 3.2** Standard terms of payment for a credit facility require cleared funds to be with the Company within 15 days of the invoice date thereof.
- 3.3** Should payment of any charges not be made within the credit period, or the volume of charges exceeds the anticipated level of credit required, the Company may request for a deposit/payment on account.
- 3.4** The Company reserves the right to withdraw credit facilities with immediate effect if the Operator makes a default in any of its obligations to the Company. Alternatively, credit may also be withdrawn if the Operator is deemed to be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986), or in the Company's reasonable opinion, the Company considers that the financial condition of the Operator is such that the Operator is unable to meet its payment obligations to the Company.
- 3.5** The Operator agrees and acknowledges that the Company shall be entitled to exercise the rights of detention set out in clause 2.9 in order recover any outstanding charges incurred as a result of using the services provided by the Airport.

### **4. Aircraft Detention/Lien**

- 4.1** So long as any aircraft, its parts and accessories, shall be located at the Airport (or upon any land under control of the Company), the Company shall have a contractual lien both particular and general upon the aircraft and its parts and accessories, for all charges, which are due and payable to the Company 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 the Company but shall continue to be exercisable at any time when the aircraft, or any other aircraft of the Operator, has returned to any such land so long as any of the said charges, whether incurred before or after such departure, remain unpaid.
- 4.2** If payment of any such charges are not made to the Company within 56 days after a letter demanding payment thereof has been sent to the registered owner of the Aircraft, at any place which it carries on business, the Company shall be at liberty to sell (whether to itself or a third party, at such price as the Company deems reasonable (the Company will seek a third party valuation where the Company is itself the purchaser)), remove, destroy or otherwise dispose of the aircraft, and any of its parts and accessories, in order to satisfy any such lien.
- 4.3** The company shall be entitled to recover from the Operator all costs and expenses incurred in relation to the Company exercising the lien including, but not limited to, fees incurred in respect of any aircraft or property storage during the period of exercise of the lien.

### **5. Liability and Indemnity**

- 5.1** Nothing in these Conditions excludes or restricts any legal liability of the Company for fraud, death or personal injury resulting from the negligence of the Company, or to the extent, the same may not be excluded or limited as a matter of law.
- 5.2** The Company shall in no circumstances be liable to the Operator for any physical or financial damage or loss, or any other damage or loss to property or persons of any kind whatsoever (including but without limitation, the aircraft, its parts and accessories, or any property contained on the aircraft) whether direct, indirect or consequential, caused by breach of contract or statutory duty on the part of the Company, its servants or agents.
- 5.3** For avoidance of doubt, the Company will not be liable for any losses, either direct or consequential, incurred by any Operator due to the non-availability of the use of the airport runway or taxiway however caused. The Company will however make all reasonable efforts to ensure that the runway and taxiway are available during normal licensed hours.
- 5.4** The Operator shall indemnify and hold harmless on demand the Company from and against any and all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities it or they may incur as a result of any breach by the Operator including but not limited to the Operator's employees, contractors, agents, customers of these conditions.
- 5.5** The Operator shall take responsibility to fulfil their obligations to pay the Air Passenger Duty (APD) levied in the UK either directly with UK Customs and Revenue (HMRC), or through their appointed flight-planning organisation, or another UK financial/administrative representative. The Company shall in no circumstances take any responsibility or accountability whatsoever for the collection of APD on behalf of Airport users.

## 6. Insurance

- 6.1** The Company requires the Operator to take out and maintain a policy with a reputable insurance company, at all times, passenger and third party liability insurance in respect of any aircraft used or operated at the Airport by the Operator.
- 6.2** In accordance with EC Regulation No. 785/2004 insurance cover amounts must not be less than £5,000,000 (light aviation aircraft) or £10,000,000 (business aviation aircraft) in respect of any one event but shall in each case be at such levels as the Company at its complete discretion deems to be reasonable by the virtue, size and type of the aircraft used or operated by the Operator at the Airport and the Operator from time to time on demand produce evidence of such insurance to the Company. The Operator must be able to demonstrate that all aircraft not meeting the above insurance requirements comply with EU directive EC785 that was adopted by the CAA on 29.04.05. Furthermore, the Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause without prejudice to any other rights the Company shall have under these Conditions whether or not such rights are enforced by the Company.
- 6.3** The Operator must ensure that any vehicle which the Operator may use on the area of the Airport designated as “airside”, shall at all times be fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to the Company on demand. The Company’s decision as to the adequacy of such insurance cover shall be binding on the Operator.

## 7. General

- 7.1** The use of the Airport is subject to the following conditions:
- 7.1.1** Compliance with local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and
- 7.1.2** Compliance with Airport Byelaws, Airport Manager instructions, orders or directions published from time to time by the Company, the Civil Aviation Authority or the Department for Transport.
- 7.2** No amendment or addition to these Conditions shall be binding on the Company unless agreed in writing by a director of the Company.
- 7.3** These Conditions shall prevail to the exclusion of any other terms that the Operator seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 7.4** If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Standard Terms and Conditions shall not be affected.
- 7.5** These Standard Terms and Conditions (and any non-contractual obligations arising out of or in connection with the same) shall be governed by and shall be construed in accordance with the laws of England and Wales.
- 7.6** The parties irrevocably agree, for the sole benefit of the Company that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Standard Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Company to take proceedings in any one or more jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 7.7** I confirm that I am an authorised signatory dually empowered as the aircraft Operator; I acknowledge that I have received a copy of the Conditions and I agree that they shall be binding to all who have an interest in the aircraft.

### SIGNATURE (AUTHORISED OFFICER OF THE COMPANY)

Signature		Please return this form to Oxford Aviation Services Limited, London Oxford Airport, Kidlington.OX5 1RA TEL: +44 (0)1865 290600 FAX: +44 (0)1865 290605 Email: <a href="mailto:finance@londonoxfordairport.com">finance@londonoxfordairport.com</a>
Name		
Title		
Date		