

Southampton International Airport

Conditions of Use Including Airport Charges from 1st January 2023

Issued on: 22nd December 2022

Preface

(This Preface is not part of the Conditions of Use)

1. These Conditions of Use apply to Southampton International Airport and replace those applicable from 1 January 2022. Typically, Conditions of Use apply for a twelve month period however Southampton International Airport Limited (**SIAL**) reserves the right to vary the duration of application this Conditions of Use or to change the period of future Conditions of Use.
2. Conditions of Use and Airport Charges for Southampton International Airport are contained in this booklet.
3. The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. AGS Airports Limited and SIAL draws the attention of potential users of the Airport to condition 2.2 of the Conditions of Use which excludes its liability in certain circumstances.
4. Section 88(1) of the Civil Aviation Act 1982 entitles airport companies to detain aircraft for the non-payment of airport charges. 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”.

5. Attention is drawn to condition 2.1.4 of the Conditions of Use under which the airport company is entitled to charge interest on overdue accounts.
6. For any queries regarding invoicing please contact AGS Finance Central Services. Any other queries should be addressed in the first to SIAL’s general office number below. Additional copies of this publication are available from SIAL. Contact details are:

Southampton International Airport Limited
Wide Lane
Southampton
Hampshire
SO18 2NL

Telephone: 023 8062 7187
Fax: 023 8062 7181

7. The charging mechanism for Air Navigation Services is by weight of aircraft, per metric tonne (MT) payable on arrival.

Southampton International Airport Limited - Conditions of Use

These Conditions are effective from 1st January 2023.

1. Interpretation

1.1 In these conditions the following words shall mean:

'Affiliates' means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

'AGS Airports Limited' means AGS Airports Limited whose Registered Office is at 1 Park Row, Leeds, LS1 5AB and whose Company Number is 09201991.

'Air Traffic Services' means the operator of the control tower at the Airport from time to time.

'Airport' means Southampton International Airport the aerodrome 3.5 NM NNE of Southampton as described in Schedule 1 of Civil Aviation Authority Aerodrome Licence No. P690.

'Airport Charges' include parking, weight, passenger, air navigation charges and other charges as outlined in the Schedule of Charges.

'Airport Duty Manager' means the airport duty manager who is on duty and responsible for the operation of the Airport at the relevant time;

'Airport Operations Director' means the operations director of Southampton International Airport Limited and shall include a nominated deputy.

'Airport Parking' means the period beginning at the Time of Landing at the Airport and ending at the Time of Take-Off from the Airport subject to towing to any area off the Airport.

'Business or General Aviation' means any air traffic not falling into any of the following categories:

- a) Any traffic engaged on the King'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;
- b) Non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft exceeds 10; or
- c) Regular Public Transport Operations.

'Certificate of Airworthiness' references shall include any validations therefor and any flight manual or performance schedule relating to the aircraft.

'Embarking Passengers' means all Passengers on board a departing aircraft.

'Facilities and Services' means the aircraft movement, passenger processing and other general facilities and services provide by SIAL to the Operators except to the extent that those facilities and services are provided to the Operator under a separate contract, lease, licence or other authority from SIAL.

'Flight' has the same meaning as the Air Navigation Order 2016 (as amended).

'Legislation' means all Acts of Parliament, regulations, rules, orders, byelaws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or aircraft using it from time to time.

'Maximum Total Weight Authorised' means the maximum take-off weight described in the Noise Certificate for the relevant airframe from time to time.

'Noise Certificate' means an airframe noise certificate issued in accordance with the requirements of the International Civil Aviation Organization.

'Normal Operating Hours' has the meaning given to it in Condition 7.1.

'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.

'Passenger with Reduced Mobility' means any arriving or departing passenger with reduced mobility or other disability as defined by Section 6 of the Equality Act 2010.

'Regular Public Transport Operations or **'RPT'** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.

'Schedule of Charges' means the Schedule of Fees and Charges appended hereto.

'SIAL' means Southampton International Airport Limited whose registered office is at Southampton International Airport, Wide Lane, Southampton, SO18 2NL and whose company number is 02431858.

'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 Air Traffic Services as the time of touch down of an aircraft.

'Time of Take-Off' means the time recorded by Air Traffic Services as the time when the aircraft is airborne.

'Transit Passenger' means a passenger who arrives at the Airport in an aircraft and departs from the Airport in the same aircraft, where such an aircraft is operating a through flight transiting the Airport, and includes a passenger in transit through the Airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

'Working Day' means any day which is not a Saturday, Sunday or public holiday in England.

1.2: Time

All references in these Conditions to time are to the local time at Southampton International Airport.

An Operator using the Airport agrees to be bound by the following conditions:

2. General Conditions

2.1 Payments

2.1.1 The use of the Airport is subject to the following conditions:

2.1.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, and

2.1.1.2 Compliance with Airport Byelaws, instructions, orders and/or directions as published from time to time by Southampton International Airport Limited or by AGS Airports Limited, the Civil Aviation Authority and the Department for Transport and, where appropriate, directives by the US Federal Aviation Administration.

2.1.2 The Operator shall pay the appropriate charges for the landing, taking-off, parking or housing of aircraft, as set out below and in the Schedule of Fees and Charges appended to these conditions. The Operator shall also pay the appropriate charge for any supplies, services or facilities provided to him or to the aircraft at the Airport by or on behalf of SIAL and the costs of making good any damage caused by the Operator, its employees, servants, agents or its Affiliates to Airport property. 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 SIAL and any charges determined by the CAA.

2.1.3 All charges referred to in condition 2.1.2 shall accrue from day to day and shall be payable to SIAL on demand and, whether a demand has been made or not, before the aircraft departs from the Airport unless:

- a) otherwise agreed in advance and in writing between SIAL and the Operator (which agreement may be withdrawn at any time at the discretion of the Airport Company); or
- b) otherwise provided in terms for payment included in the invoice for such charges rendered by SIAL to the Operator,

provided that if the Operator fails to make payment in accordance with the terms of any such agreement or the terms of any such invoice or if the Operator or any other person commence any proceedings or takes any action which, in the opinion of SIAL, could affect the ability of the Operator to pay the sums due under condition 2.1.2 or the Airport Company believes that the Operator is or may become unable to pay the sums due under Condition 2.5.1 all such sums shall become immediately payable.

2.1.4 SIAL may in addition to the sums payable under condition 2.1.2 charge interest on all such sums if the Operator fails to pay such sums, either:

- a) prior to leaving the Airport, or
- b) in accordance with terms agreed in writing between SIAL and the Operator, or
- c) in accordance with the terms for payment included in any invoice submitted to the Operator, or
- d) on the date that any sums became immediately payable under the proviso to condition 2.1.3

as the case may be and such interest shall be calculated from the date upon which the charges to which it relates were incurred until the date of payment of the charges (both dates inclusive) at the base rate of Barclays Bank plc or each day that such interest is payable plus 3% (subject to a minimum annual interest rate of 8%) and such interest shall be paid at the same time as the charges to which it relates. Such interest shall be a charge payable in addition to the charges payable under condition 2.1.2 hereof.

- 2.1.5 Any queries relating to invoices rendered by SIAL to the Operator in respect of the charges should be raised with AGS Airports Limited's Finance Central Services within 10 days of the invoice date together with supporting evidence. If an Operator disputes an invoice issued in connection with these conditions, then Operator must complete the Dispute Notification Form at Appendix 1 and lodge it within 10 days of the matter arising along with evidence of the matter in dispute. Contact numbers for AGS Airports Limited's Finance Central Services are shown on our invoices and statements.
- 2.1.6 If the Operator fails to comply with EC Regulation 261/2004 (as incorporated into UK law by the European Union Withdrawal Act 2018 and as amended, re-enacted or replaced from time to time) and due to that default SIAL (after making reasonable attempts to contact the Operator) provides assistance to the Operator's Passengers directly, all costs (internal and external) reasonably incurred by SIAL shall be fully rechargeable to the Operator and shall be payable by the Operator on demand.
- 2.1.7 Where an aircraft Operator has not used the Airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations), the Operations Director may at his discretion, require a deposit to be lodged with SIAL before Flights by that Operator commence. Any such deposit shall be paid to SIAL and shall be in such a sum as the Operations Director shall consider to be equivalent to the anticipated charges that the Operator shall incur (based on the anticipated number and type of Flights planned) for 3 months of operations by that Operator. If the Operator ceases to operate flights from the Airport the Operations Director shall refund the deposit, subject to the right of SIAL (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above provisions.
- 2.1.8 If SIAL is not reasonably satisfied that an Operator has capacity to meet its on-going financial obligations under these conditions or does not adhere to the payment terms, then SIAL may require a cash deposit or an unconditional bank guarantee in a form acceptable to SIAL. This deposit or bank guarantee shall be for an amount equal to the SIAL's reasonable estimate of the Airport Charges the Operator is likely to incur over a 3 month period.
- 2.1.9 If an Operator fails to adhere to the payment terms on more than one occasion or an Operator's deposit and/or guarantee is exhausted then SIAL may require that Operator to pay its Airport Charges weekly in advance.
- 2.1.10 So long as the aircraft, its parts and accessories shall be upon the Airport or upon any land within the Airport allotted by or rented from SIAL, SIAL shall have a continual lien both particular and general for all charges of whatsoever nature and whensoever incurred which shall be or become due and payable to SIAL upon either:
- 2.1.10.1 The aircraft, its parts and accessories in respect of which the charges were incurred whether or not they were incurred by the person who is the Operator at the time when the lien is exercised; or

- 2.1.10.2 Any other aircraft, its parts and accessories of which the Operator in default is the Operator at the time when the lien is exercised and the said lien shall not be lost by reason of the aircraft departing from the land under SIAL's control but shall continue and be exercisable at any time when the aircraft has returned to and is upon any such land at the Airport so long as any of the said charges, whether incurred before or after such departure, shall remain unpaid.
- 2.1.11 If payment of any such charge is not made to SIAL within 56 days after a letter demanding payment thereof has been sent by post addressed to the registered owner of the aircraft at any place at which he carries on business, SIAL shall have the right to sell the aircraft, its parts and accessories and apply the proceeds to satisfy all outstanding debts and costs associated with sale.
- 2.1.12 For scheduled services and any programmed charter service, SIAL may require adequate security to be provided for the payment of Airport Charges estimated to be payable for a period of up to six months in respect of such services prior to such services commencing.
- 2.1.13 The Operator shall not without the express written consent of SIAL be entitled in respect of any claim it may have against SIAL or otherwise to make any set-off against or deduction from the charges provided for in these conditions. It must pay such charges in full pending resolution of any such claim.
- 2.1.14 In the event that SIAL detains aircraft pursuant to Section 88(1) of the Civil Aviation Act 1982, Airport Charges shall be deemed to include all applicable Sundry Charges set out in the most recent Sundry Charges Notice published by SIAL.
- 2.1.15 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to SIAL as if no such tax or charge had been imposed.
- 2.1.16 All sums payable to SIAL are exclusive of VAT which shall, where applicable, be paid by the Operator in addition at the rate in force at the relevant tax point.

2.2 Liability

- 2.2.1 For the purposes of this condition, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.
- 2.2.2 Subject to condition 2.2.3, to the extent permitted by law neither SIAL nor its employees, servants, agents or Affiliates shall have any liability to any Operator or be obliged to indemnify any Operator in respect of any:
- i. indirect loss;
 - ii. consequential loss;
 - iii. loss of profits;
 - iv. loss of revenue;
 - v. loss of goodwill;
 - vi. loss of opportunity;
 - vii. loss of business;
 - viii. increased costs or expenses;
 - ix. wasted expenditure; or

- x. any other injury, loss, damage, claim, cost or expense,

caused (or to the extent caused) by any act, omission, neglect or default of SIAL or its employees, servants, agents or Affiliates even if such loss was reasonably foreseeable or SIAL had been advised of the possibility of the Operator incurring the loss.

- 2.2.3 Nothing in this condition 2.2 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of SIAL, its employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from any act or omission of SIAL or its employees, servants, agents or Affiliates done either with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 2.2.4 The Operator agrees to hold current and adequate insurance at all times when the Operator uses SIAL's Facilities and Services at the Airport to cover any and all liability excluded or limited under this condition 2.2.
- 2.2.5 Without prejudice to the generality of condition 2.2.4, the Operator agrees to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at the Airport by the Operator at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as incorporated into UK law by the European Union Withdrawal Act 2018 and as amended, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.
- 2.2.6 The Operator shall indemnify and keep SIAL indemnified against all losses suffered or incurred by SIAL in respect of:
 - (i) death of or personal injury to a person; and
 - (ii) loss of or damage to property;

in each case which are due to the negligence, default, breach of statutory duty or interference with any legal right by the Operator, its employees, servants, agents or its Affiliates.

- 2.2.7 Each part (including a sub condition or part thereof) of this condition 2.2 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

2.3 Data

- 2.3.1 The Operator shall furnish, or shall ensure that its appointed handling agent furnishes, to SIAL in such forms as SIAL may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the Airport within 24 hours of each of these movements, including information about the number of Passengers and the volume of cargo and mail embarked and disembarked at the Airport, together with the name and address of the Operator who is to be invoiced.
- 2.3.2 The Operator shall furnish, or shall ensure that its appointed handling agent furnishes, on demand in such form as SIAL may from time to time determine details of the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator.

- 2.3.3 The Operator shall furnish, or shall ensure that its appointed handling agent furnishes, without delay details of any changes in Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator.
- 2.3.4 Where the Operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, SIAL shall be entitled to assess the charges payable hereunder by the Operator by reference to the Maximum Total Weight Authorised and the maximum passenger capacity of the aircraft type. The Operator shall pay the charge assessed by SIAL.
- 2.3.5 SIAL may request in writing from the Operator, within 60 days of departure of an Operator's aircraft from the Airport, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from the Airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NOx emissions level. The Operator shall supply SIAL with copies of such documents within 14 days from the date of the written request.
- 2.3.6 The Operator acknowledges that SIAL will use the information the Operator has provided to SIAL under this condition 2.3 for the purpose of keeping passengers and the public informed of the status of Regular Public Transport Operations, Business and General Aviation using the Airport.
- 2.3.7 It is mandatory for the Operator or its appointed handling agent to input the number of passengers (terminal arriving, departing, transfer, transit and infant passengers) and volume of cargo and mail for each particular flight into the Airport Company's operating system immediately after the relevant Aircraft Movement Message ("MVT") and / or Load Message ("LDM") has been sent. The Operator shall, or shall ensure that its appointed handling agent shall, submit its daily data to SIAL's Aircraft Charging team a day in arrears of the flight for audit purposes.

2.4 Baggage

The Operator agrees, subject to requirements under Legislation, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to the Operator's aircraft.

2.5 Business or General Aviation

- 2.5.1 Ground handling activities (as defined in the Annex to Council Directive 96/67/EC of 15 October 1996 on access to the groundhandling market at Community airports, as incorporated into UK law by the Airports (Groundhandling) Regulations 1997) for Operators of Business or General Aviation may be provided by SIAL itself or any fixed base operator or licensed ground handling agent operating at the Airport.

Ground handling provided by SIAL itself to Business and General Aviation Operators shall be subject to a handling charge per landing (as outlined in the Schedule of Charges) except where:

- it is General Aviation movement not operating for reward, and;
- customs clearance is not required, and;
- assistance with baggage is not required,

in which case no handling charge will be made.

No handling charge is made for departing movements, in any case.

2.5.2 Operators of Business or General Aviation must comply with the requirements of:

- i. any NOTAM, and
- ii. any Local Traffic Regulations.

3. Landing Charges

- 3.1 Charges for the landing of aircraft are shown in the Schedule of Charges appended to these conditions.
- 3.2 The weight charge on landing will be assessed and payable on the basis of the Maximum Total Weight Authorised.

4. Surcharges

4.1 Noisy Aircraft

- 4.1.1 Annex 16 to the Convention on International Civil Aviation ("the Convention"), Volume 1, Part II, Chapter 3 ("Chapter 3") sets out noise limits for aircraft referred to within Chapter 3.1 ("Chapter 3 aircraft"). Those Chapter 3 aircraft whose overall noise performance is less than 5EPNdB below Chapter 3 certification limits, "Chapter 3 less 5" shall be deemed "Chapter 3 high" and will be subject to a weight charge surcharge of fifty per cent of the weight charge on departure set out in Condition 11 (Schedule of Charges).
- 4.1.2 SIAL reserves the right to levy a penalty, as provided for by Section 4 of the Civil Aviation Act 2006, against any Operator who fails to operate along the prescribed Noise Preferred Routings (NPRs) as published in the UK AIP contextual data.
- 4.1.3 The penalty will be £300 per failure but prior to levying the surcharge SIAL will consult with the Operator to establish steps the Operator can take to avoid further failure and the surcharge will not be levied where a departure from the prescribed routes was necessary for avoiding immediate danger or for complying with ATC instructions, provided that appropriate written evidence of this is provided to SIAL by the Operator.

4.2 Exceptional Requirements

- 4.2.1 Where any flight imposes an additional management, planning, staffing, security or policing requirement over and above the level normally provided to flights at the Airport, the Airport Operations Director may require the Operator to pay a charge equivalent to the additional identified cost of receiving and/or despatching that flight.

4.3 Operational constraints

- 4.3.1 Where a flight imposes operational constraints, the Airport Operations Director may require the Operator to pay an additional charge.

5. Housing and Parking Charges

- 5.1 The charges for parking of aircraft at the Airport will be assessed and payable on the basis of the Maximum Total Weight Authorised.
- 5.2 The parking charges will be based on the total number of days or part days that the aircraft has been parked at the Airport on areas designated by SIAL as airport parking areas.

- 5.3 These charges will apply whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.
- 5.4 The standard charges for parking an aircraft will be assessed and payable by the Operator in accordance with the charges set out in the Schedule of Charges.
- 5.5 The Airport Operations Director may at any time order an Operator either to move a parked aircraft to another position or remove it from the Airport at the Operator's Cost and within a specified time. Failure to comply with the order within the period specified will render the Operator liable to a special charge which will be notified to the aircraft Operator at the time of the request to move the aircraft. SIAL may move or remove the aircraft in accordance with the procedures at Condition 11 (Movement, Recovery, Removal of Aircraft) and the Operator shall pay SIAL's reasonable costs of having the aircraft so moved or removed and any other amount for which the Operator is liable pursuant to Condition 11.
- 5.6 No aircraft will be accepted for long term parking (48 hours plus) unless agreement has been obtained in writing from the Airport Operations Director.

6. Rebates / Incentives

- 6.1 Operators may apply to the Airport Operations Director for rebates for the operation of services to new destinations, increased frequencies to existing destinations or the sustainment of routes at risk or for any other initiatives which demonstrate a clear commercial benefit to the Airport. The decision of the Airport Operations Director as to whether to grant such rebates shall be absolute. Such rebates must be agreed in writing with the Airport Operations Director prior to the commencement of the relevant initiatives.
- 6.2 Nothing in these conditions shall prevent the Airport Operations Director, at their sole discretion, abating or waiving either wholly or in part the charges or surcharges set out in the Schedule of Fees and Charges hereto, any said abatement and waiver being set out in writing and signed by the Airport Operations Director.
- 6.3 At AGS, we are committed to achieving net zero for our direct emissions (Scopes 1 to 2) by the mid-2030s. As a signatory to Sustainable Aviation's net zero roadmap, we are also committed to working with our partners to achieve the aviation industry's net zero target.

To help accelerate and incentivise decarbonisation, we have launched a Zero Emissions Competition from 1 January 2023.

Southampton Airport will waive certain aeronautical charges (being Passenger Charge, Weight Charge on Departure and Aircraft Parking Charges only) that would ordinarily be incurred by an Operator for the first Operator to operate the first zero emissions commercially scheduled Flight that uses an aircraft with an alternative propulsion system from Southampton Airport. The successful Operator will receive a one year waiver of the above mentioned aeronautical charges for that specific sole zero emissions aircraft. Any alternative propulsion system for Flights means propulsion systems fuelled by electricity or hydrogen and for the avoidance of doubt aircraft operated using sustainable aviation fuels specifically do not qualify for this competition. The competition will also extend to Operators wishing to trial Flights for zero emission aircraft at Southampton Airport.

Further, to qualify for the aeronautical charges waiver set out above, the successful Operator must fully comply with the terms of these Conditions of Use and any such qualifying Flight must not compromise, disrupt or interfere with the normal safe and

efficient operation of the Airport, all as judged at sole discretion of the Operations Director of the Airport. The decision of the Operations Director as to the qualification for and the payment of the above-mentioned waiver shall be final and absolute.

An Operator that believes it would qualify for the waivers noted above must provide prior written notice to AGS Airports Limited's Finance Central Services.

7. Out of Hours (Extensions)

- 7.1 The Airport's normal operating hours are between 06:30 and 23:00 (the "**Normal Operating Hours**") and aircraft movements are not permitted outside of these hours except with the prior consent of SIAL in accordance with Conditions 7.2 and 7.4, and subject to the extension charges set out in the Schedule of Charges.
- 7.2 If an Operator requires an extension to the Normal Operating Hours to accommodate an aircraft arrival or departure with Time of Landing or Time of Take-Off between 23:00 and 23:15 (an "**Early Extension**"), then:
- 7.2.1 If the Operator submits a request for the Early Extension to the Airport Duty Manager at or prior to 20:00 on the date of the proposed aircraft movement, SIAL shall use reasonable endeavours to provide the Facilities and Services necessary to grant such request; or
- 7.2.2 If the Operator submits a request for an Early Extension to the Airport Duty Manager later than 20:00 on the date of the proposed aircraft movement, the Airport Duty Manager may in his sole discretion grant or refuse such request.
- 7.3 If the proposed aircraft movement is cancelled after SIAL has granted an Early Extension, the Operator shall notify the Airport Duty Manager of such cancellation by no later than 20:00 on the date of the relevant Early Extension. If the Operator fails to notify the Airport Duty Manager in accordance with this Condition 7.3, SIAL reserves the right to apply the extension charges in respect of the cancelled aircraft movement.
- 7.4 If an Operator requires an extension to the Normal Operating Hours to accommodate an aircraft movement between 23:15 and 06:30 (a "**Late Extension**"), then:
- 7.4.1 the Operator shall submit a request for the Late Extension to the Airport Duty Manager by not less than 10 Working Days prior to the date of the proposed aircraft movement;
- 7.4.2 SIAL shall notify the Operator of the Additional Charges (as defined in the Schedule of Charges) by not less than 5 Working Days prior to the date of the proposed aircraft movement;
- 7.4.3 the Operator shall confirm acceptance of the Additional Charges and requirement for the Late Extension by not less than 3 Working Days prior to the date of the proposed aircraft movement.
- 7.5 Notwithstanding Conditions 7.1 to 7.4, SIAL shall use reasonable endeavours to accommodate any aircraft movement outside of the Normal Operating Hours involving a medical emergency. Where such aircraft movement is operated for consideration, SIAL reserves the right to charge the relevant Operator for any additional costs reasonably and properly incurred by SIAL in accommodating that flight.

8. Training

- 8.1 Subject to obtaining the prior permission of SIAL in respect of each approach, Operators may carry out instrument approach training (without landing) ("**Training**") within the hours of the training schedule in place from time to time. The training schedule may be obtained by telephoning 02380 627102.
- 8.2 The Operator may request SIAL's prior permission for Training by telephoning 02380 627102 prior to the departure of the aircraft involved from the originating airfield.
- 8.3 Where SIAL has granted its prior permission for Training, the Airport Duty Manager may subsequently cancel such Training in whole or in part if, in his absolute discretion, he considers the Training to be adverse to the best interests of the operation of the Airport at the relevant time.
- 8.4 The Operator shall pay the Training charges in respect of any Training on the basis set out in the Schedule of Charges.

9. Value Added Tax

- 9.1 The charges stated herein are exclusive of any Value Added Tax which may be chargeable in accordance with the provisions of the Value Added Tax 1994 or with any Orders or Regulations made thereunder or by virtue of any Legislation.

10. Authority to Board Aircraft

- 10.1 SIAL, its servants or agents shall have the authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require any Operator to pay the costs incurred by it.

11. Movement, Recovery, Removal of Aircraft

- 11.1 SIAL shall have the right to move or remove or require the movement or removal of any aircraft from any part of the Airport including but not limited to the movement or removal of an aircraft from any aircraft parking stand.
- 11.2 The Operator shall at all times have in place contingency arrangements for the movement or removal of its aircraft and shall promptly upon request by SIAL provide documentary evidence of such arrangements to SIAL.
- 11.3 The Operator shall fully and effectively indemnify and hold SIAL, its officers, employees and agents harmless from and against any and all loss, damage, costs, liabilities and expenses, howsoever incurred, as a result of any movement, removal or failure to remove an aircraft pursuant to Condition 11.1.
- 11.4 In the event that SIAL is required to move or remove an aircraft, for whatever reason, the Operator shall fully and effectually indemnify and hold SIAL, its officers, employees and agents harmless in respect of all the costs of such movement or removal and any and all loss, damage, costs, liabilities and expenses, howsoever incurred, which may be suffered and incurred by SIAL, its officers, employees and agents in carrying out any such aircraft movement or removal.
- 11.5 In the event that SIAL is required to move or remove an aircraft:
 - 11.5.1 SIAL will, where applicable, follow the procedures for the recovery of disabled aircraft set out in the Aerodrome Manual and other relevant operational instructions;

11.5.2 in other cases, SIAL will provide the Operator with as much notices as is, in all the circumstances, reasonably practicable:

- (a) that SIAL intends to move/remove the aircraft;
- (b) of the proposed location to which the aircraft is to be relocated;
- (c) of the means by which SIAL intends to move/remove the aircraft; and
- (d) of any conditions which may apply to the recovery of the aircraft.

11.5.3 In the event that the notice referred to in Condition 11.5.2 is not practicable, SIAL will notify the Operator as soon as possible:

- (a) that SIAL has moved/removed the aircraft;
- (b) of the location to which the aircraft has been moved; and
- (c) of any conditions which may apply to the Operator's recovery of the aircraft.

12. Variations

12.1 SIAL reserves the right at any time upon giving notice, and to the extent permitted by law, to amend, vary or discharge any of the terms and conditions of use set out herein.

13. Enquiries on the General Conditions

13.1 Any enquiries should be addressed in the first instance to the following:

Southampton International Airport Limited
Wide Lane
Southampton
Hampshire
SO18 2NL

14. Commercial Policy

14.1 An Operator shall not engage in any conduct or apply any policy, rule or restriction which would adversely impact on SIAL's commercial position or that of its tenants, concessionaires, agents and/or other authorised Airport users.

15. Notices, jurisdiction and applicable law

15.1 Where the Operator is resident outside of the United Kingdom, it shall provide SIAL with the name and address of an agent resident in the United Kingdom authorised to accept service of documents, including legal process, on its behalf. A notification of an agent under this Condition shall be irrevocable unless replaced by another agent resident in the United Kingdom and notified to SIAL. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

- 15.2 SIAL shall communicate with the Operator with respect to these Conditions in writing and send to the address in the United Kingdom provided pursuant to Condition 15.1, or to the registered office of an Operator who is resident in United Kingdom, by pre-paid first class post or registered mail or email. Any notice shall be deemed to have been served:
- 15.2.1 if delivered by hand, at the time and date of delivery;
 - 15.2.2 if sent by first class post, 48 hours from the date of posting;
 - 15.2.3 if sent by registered mail, such date as is evidenced by the confirmation of receipt; or
 - 15.2.4 if sent by e-mail, if the e-mail is sent on a business day before 4.30 pm, on that day; or in any other case, on the next business day after the day on which it was sent.
- 15.3 Nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.
- 15.4 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and Wales and shall in all respects be construed and interpreted in accordance with the law of England and Wales and SIAL and the Operator hereby submit to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).
- 15.5 Nothing in these Conditions shall be taken to confer a right on an Operator to use the Airport without the consent of SIAL and SIAL reserves the right to withdraw such consent where the Operator has breached these Conditions.

Schedule of Fees and Charges

With effect from 1st January 2023

All prices are exclusive of VAT.

References to weight mean Maximum Total Weight Authorised.

1. Weight charges (landing aircraft only)

Per metric tonne or part thereof £18.05
(Aircraft less than 2 tonnes will benefit from a 50% discount)

2. Air Navigation Services Charges (landing aircraft only)

Per metric tonne or part thereof £10.17
(Aircraft less than 2 tonnes will benefit from a 50% discount)

3. Parking Charges

From time of landing charges are per 24 hours or part thereof (not per tonne) and is for uninterrupted periods of airport parking.

Aircraft Weight Category	1 - 14 days	14 -21 days	after 21 days
Up to 10 tonnes	£74.26	£147.38	£295.9
Between 10 tonnes to 20 tonnes	£129.38	£257.96	£517.57
Above 20 tonnes to 30 tonnes	£166.6	£332.09	£663.81
Above 30 tonnes to 40 tonnes	£184.51	£369.03	£738.06
Above 40 tonnes to 50 tonnes	£221.28	£442.54	£883.96
Plus, per 10 tonnes or part thereof above 50 tonnes	£37.07	£74.14	£147.14

(Aircraft less than 2 tonnes will not be charged for the first 2 hours of parking and will then benefit from 75% discount up to 24 hours and 50% thereafter)

4. Passenger Charges

Per departing passenger £14.03

Exemption: Passengers on aircraft not operating for hire or reward.

5. Out of Hours (Extensions) Charges

These charges are made in addition to all other charges in this Schedule and are per aircraft operator and include fire cover.

Extension charges per aircraft operator for any early extension:

Category 1 - 5: £593.09

Category 6: £657.52

Category 7: £708.60

Any Late Extension will be subject to charge at SIAL's additional identified costs plus a 10% administration fee (the "**Additional Charges**").

6. Training Charges

Southampton Airport is available for instrument approach training whether the aircraft lands or not.

Any aircraft operating 'Low Approach and Go Around' flights (LAGs) which do not touch the runway, SOU will only charge the Aircraft Navigational charges on the arrival flight only. Any aircraft operating 'Touch and Go' flights (TAGs) where the aircraft does touch the runway, SOU will charge the Aircraft Navigational Charges as well as the Weight Charge on Departure.

Prices on application.

Any operator that does not have an approved credit facility with SIAL must pay the charges in advance by credit or debit card at the time of requesting the training. These are refundable in the event that the weather prevents the training from taking place or if the Airport Duty Manager cancels the training for a specified reason.

7. Miscellaneous Charges & Sundry Charges

Details of other charges including hire of equipment and hire of labour available on request.

At the Airport, the relevant charges set out in the most recent Sundry Charges Notice and the Health & Safety Training Charges Notice published by SIAL are payable.

8. Minimum Charge

The minimum charge applicable to credit invoices: £27.82

9. Security/Baggage Charge

Applicable on all departing bags: £2.35 per bag

10. Passenger with Reduced Mobility (PRM) Charge

The charge for this is £1.21 per Departing Passenger for all Departing Passengers.

11. Common User Terminal Equipment (CUTE) Charge

A charge to meet the costs of SIAL provided CUTE services will be made at the rate of £0.144 per Departing Passenger for all Departing Passengers.

12. CAA Charges for Aviation Security

Pursuant to the Civil Aviation Act 2012 the CAA has regulatory responsibility for UK aviation security and charges airports to support this activity. As such SIAL charges Operators to recover this cost.

At the Airport, the relevant Aviation Security Charge as set out in the CAA's most recent Scheme of Charges (Aviation Security) (available at www.caa.co.uk) shall be payable.

13. Ground Handling Charge

Charges for ground handling provided by SIAL to Business and General Aviation Operators: £35.43 plus VAT per landing. No charge is made for departing movements.

14. Common User Self Service (CUSS) Charge

A charge to meet the costs of SIAL provided CUSS services will be made at the rate of £0.51 per Departing Passenger for those airlines using the facilities.

15. Aircraft Security Check Charge

A charge for each aircraft security check undertaken by SIAL personnel will be made at the rate of £16.91 per check for those airlines using the facilities.

16. Fixed Electrical Ground Power Charge

A charge for each unit of electricity used will be made at the rate of £0.403 per unit for those airlines using the facilities.

Appendix 1 – Dispute Notification Form

(Condition 2.1.5)

DISPUTE NOTIFICATION: SOUTHAMPTON INTERNATIONAL AIRPORT		
AIRLINE:		
ACCOUNT NUMBER:		
DATE OF NOTICE:		
Material particulars of the dispute:	Invoice No(s):	Amount(s) in dispute (if any):
Please set out the reasons why the party serving the Dispute Notification Notice believes that the dispute has arisen:		
Please elect whether the dispute requires to be expedited:	YES/NO (if YES please give reasons)	
Please append to this notice detailed evidence supporting your claim:	Number of appendices:	Description:
Please provide the full contact details of the person raising the dispute:	Name:	Address:
	Phone:	Email:
Signature:	Date:	