

ALDENHAM AVIATION LLP
& MONTCLARE SHIPPING COMPANY LTD

SCHEDULE OF FEES
CHARGES AND CONDITIONS

EFFECTIVE - 1ST May 2013

LONDON ELSTREE AERODROME

STANDARD CONDITIONS OF USE BY AIRCRAFT OWNERS AND OPERATORS

SECTION 1

STANDARD CONDITIONS UNDER WHICH AIRCRAFT MAY LAND, BE PARKED, HOUSED, OR OTHERWISE SERVICED OR DEALT WITH AT LONDON ELSTREE AERODROME

1. London Elstree Aerodrome (hereinafter the "Aerodrome") is operated by Aldenham Aviation LLP and Montclare Shipping Company Ltd.

2. The use of the facilities at the Aerodrome by any Aircraft requires the adherence to:-
 - a) Relevant area and local flying procedures as published from time-to-time in the AGA Section of the United Kingdom Air Pilot and Notams

AND

- b) Any orders, instructions or directions issued from time-to-time by the Airport Manager and/or by the Flight Information Service Officer or any person to whom the authority of the Aerodrome Manager or the Flight Information Service Officer has been properly delegated whether in writing or otherwise.

AND

- c) These Standard Conditions (hereinafter the "Conditions") of which an Operator (as hereinafter defined) shall be deemed to have knowledge prior to an Aircraft arriving at the Airport by virtue of the reference contained in the United Kingdom Air Pilot and elsewhere.

3. The Operator shall mean the person or organisation from time-to-time having the management or possession of a particular Aircraft (in whatever capacity) using or attempting to use the Aerodrome and the facilities or services available at the Aerodrome.

In the absence of notification to the contrary to the Aerodrome the Captain of an Aircraft will be treated as being the Operator or as being the agent of the Operator with authority to bind the Operator for all purposes relating to the presence of that Aircraft at or in the vicinity of the Aerodrome.

“Services” for this purpose shall include services available at the Aerodrome whether provided by the Aerodrome or by another acting as an independent contractor and without prejudice to the generality of the word Services shall include the supply of aircraft fuel and lubricants or aircraft store and the provision of accommodation or refreshment to any person coming to the Aerodrome by virtue of the use of the Aerodrome by a particular Aircraft.

4. The Operator shall pay to the Aerodrome charges calculated at the rates from time-to-time published by the Aerodrome for the landing, parking or housing of Aircraft or for such other supplies, services or facilities as may be provided to the Operator. Such rates shall be published within the Aerodrome Control Tower. Copies of the current rates of charges may be obtained at the Control Tower or on request by post from the Aerodrome Manager.
5. As long as an Aircraft its parts and accessories shall be upon the Aerodrome, the Aerodrome shall have a continual lien, both particular and general, upon the Aircraft its parts and accessories for all charges for whatsoever nature and whensoever incurred (including for this purpose fuel supplied and engineering facilities provided) which shall be or become due and payable to the Aerodrome or to a supplier of fuel or engineering facilities at the Aerodrome in respect of that Aircraft or in respect of any other Aircraft of the Operator at the time the lien is exercised.

The said lien shall not be lost by reason of the Aircraft departing from the Aerodrome but shall continue to be exercisable at any time when the Aircraft has returned to the Aerodrome so long as any of the said charges whether incurred before or after such departure, remain unpaid.

6. If payment of such charges in respect of which the Aerodrome shall have a lien under the preceding clause is not made to the Aerodrome within 14 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, the Aerodrome shall be at liberty thereafter and in such manner as it thinks fit to sell, remove or otherwise dispose of the Aircraft and any of its parts and accessories in order to satisfy such lien. The powers referred to in Paragraph 5 and 6 are exercisable by the Aerodrome without prejudice to any other power granted by statute or otherwise, particularly but without prejudice to the generality of the foregoing the rights and powers granted by Section 88 of the Civil Aviation Act 1982.

7. Neither the Aerodrome nor any servant or agent of the Aerodrome shall be liable for loss or damage to an Aircraft, its parts or accessories, or any property contained in an Aircraft occurring while the Aircraft is on the Aerodrome or is landing or taking off from the Aerodrome or being dealt with elsewhere after such removal arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Aerodrome, its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

8. The Operator shall indemnify the Aerodrome, its servants or agents against any claim which may be made against the Aerodrome, its servants or agents for loss or damage, incurred by any person using or being in an Aircraft however such loss or damage may be caused including without prejudice to the generality of the foregoing any claim arising from the act, omission, neglect or default of the Aerodrome, its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

The Aerodrome accepts responsibility only for death or injury caused by the negligence of its servants or agents but not further or otherwise.

(PLEASE NOTE: The unfair Contract Terms Act 1977 affects terms or notices which unreasonably exclude or restrict liability for negligence or require that an unreasonable indemnity be given by one party to another. The Aerodrome draws the attention of potential users of the Aerodrome to paragraphs 7 and 8 above which exclude liability and provide for an indemnity to be given. The Aerodrome considers these paragraphs to be reasonable).

9. The Operator shall furnish to the Aerodrome in such form as the Aerodrome may from time-to-time determine information relating to the movement of his Aircraft or Aircraft handled by the Operator at the Aerodrome within 24 hours of each of these movements including information about the number and names of passengers. The Operator shall also furnish on demand in such form as the Aerodrome may from time-to-time determine details of the maximum total weight authorised in respect of each Aircraft owned or operated by him.
10. No reduction or exemption from charges will be allowed by reason of the non-availability of any services, assistance or other facility at the Aerodrome.
11. Normal charges will apply to Aircraft obliged to land exceptionally for reason of bad weather or traffic congestion or airborne emergency.
12. Credit facilities will only be available by prior written agreement.
13. The Aerodrome reserves the right to amend or vary these Standard conditions and to amend the rates of charges for services from time-to-time and without prior notice.
14. The Aerodrome reserves the right at its sole discretion to modify, suspend or terminate the provision of any services provided at the Aerodrome at any time without notice to Operators.

Where a service is modified suspended or permanently discontinued the Aerodrome will take such steps as it considers appropriate to minimise inconvenience to Operators but shall not be liable to any Operator or any passenger or crew member for any loss occasioned thereby.

15. In the event that any charges shall not have been paid as provided in these conditions The Aerodrome shall be entitled to charge statutory interest on such unpaid charges at the appropriate rate from time-to-time.

- 16.1 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 Aerodrome in such amounts not being less than five million pounds as shall in the Aerodrome's complete discretion be reasonable according to the size and type of Aircraft operated and shall on demand produce to the Aerodrome or its duly authorised representative from time-to-time sufficient documentary proof of such insurance including the security thereof.
- 16.2 In respect of any vehicle which the Operator his servants, agents or associates may use on that part of the Airfield which is or has been designated as "airside" the Operator shall at all times ensure that the vehicle is 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 Aerodrome or its duly authorised representative on demand. The Aerodrome's decision as to the adequacy of such insurance cover shall be binding on the Operator.
- 16.3 The Operator shall at times fully indemnify and keep indemnified the Aerodrome against any breach of this Clause 16 but without prejudice to any other rights of the Aerodrome under these conditions whether the same shall be enforced by the Aerodrome or not.
17. The Aerodrome accepts no liability for the omission innocent mis-statement or any representation made by its servant's agents or officers whether or not relied upon by the Operator.

SECTION 2

AIRPORT CHARGES

1. With effect from the 1st May 2013 the following charges will apply in conjunction with the accompanying statement of Standard Conditions and Airport Regulations:-

2. VAT

All charges are EXCLUSIVE OF VAT. Charges are subject to variation at any time to give effect to changes in the standard rate of VAT.

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| 3. <u>INVOICED LANDING CHARGES</u> | £10.00 per 500Kg or part thereof up to 3,000Kg
£20.00 per 1,000Kg or part thereof over 3,000Kg |
| 4. <u>CASH LANDING CHARGES</u> | £ 5.00 per 500Kg or part thereof up to 3,000Kg
£10.00 per 1,000Kg or part thereof over 3,000Kg |
| 5. <u>NON-BASED FLYING TRAINING</u> | By prior arrangement with Aerodrome Manager

Aircraft not exceeding 3,000Kg
Single Engine £15.00 per landing or per hour
Multi Engine £25.00 pro rata for the number of minutes airborne if not landing away |
| 6. <u>CUSTOMS</u> | £10.00 per submission |
| 7. <u>COMPASS BASE UTILISATION</u> | Single Engine £20.00
Multi Engine £30.00 |
| 8. <u>AIRPORT HOURS EXTENSION</u> | By prior arrangement with Aerodrome Manager |
| 9. <u>FIRE CATEGORY INCREASE</u> | By prior arrangement with Aerodrome Manager |
| 10. <u>AIRPORT - NON-AVIATION USE</u> | By prior arrangement with Aerodrome Manager |
| 11. <u>SHORT TERM PARKING</u> | First eight hours free. Thereafter charged at double that of the long term rate |

12. LONG TERM PARKING £40.92p per unit per month (North side grass)

The rate is based on a three month rolling contract.

Please refer to schedule for aircraft unit rating as size, type and location multipliers apply and is available from the Tower

Aircraft in excess of 3,000Kg By prior arrangement with Aerodrome Manager

13. NON FLYING STORAGE By prior arrangement with Aerodrome Manager

14. CASH PAYMENTS

Cash payments may be made at the Control Tower.

15. INTEREST CHARGE

The Aerodrome shall be entitled, in its absolute discretion, to charge interest on any charges payable pursuant to the terms thereof which have not been paid within the period stipulated for payment in paragraph 15 of the Standard Conditions.

Interest at the rate of 10% above bank base rate will be charged on invoices remaining unpaid after 30 days following date of invoice.

16. TELEPHONE / FACSIMILE/ E-MAIL

Aerodrome Manager - Michael J Murphy Tel: 0208 953 7480
Manager@londonelstreeaerodrome.com

Aerodrome Accounts- Geraldine Davidge Tel: 0208 953 7480
Geraldine@londonelstreeaerodrome.com

Facsimile 0208 207 3691

17. WEB-SITE www.londonelstreeaerodrome.com

SECTION 3

AERODROME CHARGES

Hotel accommodation, conference and restaurant facilities are available close to the Aerodrome. For further information please contact Aerodrome Manager.