

Manchester Airport Charges 2008/2009

Manchester Airport Plc
Terms and Conditions of Use and Schedule of Charges



1 April 2008 to
31 March 2009

Manchester Airport Charges

Financial Year 2008/09

This document sets out Manchester Airport Plc's Terms and Conditions of Use ('the Terms') and the Charges that will apply from 1 April 2008 to 31 March 2009 ('the Period') unless the users are notified otherwise by Manchester Airport Plc. This edition replaces the 2007/2008 edition.

The provisions in paragraphs 1 to 12 inclusive are strictly subject to the Terms contained in paragraphs 13 to 15 inclusive.

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1. Passenger Facilities Charge (PFC)

The PFC is payable for each departing Terminal Passenger.

1.1 Exemptions from the PFC

The PFC does not apply to the following:

- a. people on Aircraft not operating for hire or reward.
- b. children under two at the time of departure.
- c. people who work on the Aircraft during the flight.

1.2 Inbound Diverted Passengers

Passengers on flights that have been diverted to the Airport will be charged at the applicable tariff on departure. Should the aircraft subsequently depart the Airport without passengers, then the airline will be charged at 40% of the relevant passenger related tariffs for those passengers that arrived on that aircraft and 100% of the Runway Charge, Aircraft Parking Charge and Air Traffic Service Charge.

1.3 Transfer Passengers

PFC will be charged for Transfer Passengers who are recorded on the Airport Management and Operations Support System (AMOSS) or any replacement system used at the Airport. It is the responsibility of the Handling Agent to record each Transfer Passenger on AMOSS within 24 hours of the arrival or departure of the flight.

The Company reserves the right to audit the information recorded in the relevant system.

1.4 Off-Peak Period

The Off-Peak Rate PFC will be charged to Airlines who operate in the qualifying time periods unless a Tour Operator and its contracted Airline ask the Airport to charge the Airline the relevant standard rate PFC. In this case the Tour Operator can apply to the Airport every month for a refund calculated as the difference between the relevant standard rate PFC and the relevant published Off-Peak PFC. The Airport will, subject to being satisfied as to the number of passengers to which the refund applies, make the appropriate refund payment direct to the Tour Operator. In the event of a dispute between the Airport and the Tour Operator about the refund that applies, the Airport will refund the Airline the difference between the standard rate PFC it has paid and the Off-Peak PFC.

To avoid any doubt, any arrangement made between the Airline and the Tour Operator does not relieve the Airline of the obligation to pay the PFC to the Airport in accordance with the Terms.

1.5 Aircraft Parking on Remote Stands

Where passengers are transported by bus to an Aircraft parked on a stand that is identified as a Remote Stand (because the passengers are unable to walk to the Aircraft from the terminal) a reduction of £0.75 per departing passenger will be applied to the applicable PFC. Airlines benefiting from the New Route Incentives are not entitled to this reduction. The reduction will only be available for Aircraft scheduled to depart between 07:00 and 11:59 (local times).

The allocation of aircraft to Remote Stands will follow the stand allocation rules as agreed through the Airline Operators Committee (AOC). Airlines requesting to park on Remote Stands when contact stands are available will not qualify for the reduction.

For the avoidance of doubt, Airlines are not required to contract their own airside bussing arrangements for remote parked operations in the period 07:00 to 11:59 (local times).

1.6 PFC Rates for Standard Periods

The PFC rates that apply in the Standard Periods are shown in the table below.

Standard Rates	Rate
International Passengers	
1 April 2008 to 30 April 2008	£4.80
1 May 2008 to 31 October 2008	£8.09
1 November 2008 to 31 March 2009	£4.80
Domestic Passengers	
Up to and including 25 tonnes	
1 April 2008 to 31 March 2009	£1.50
Over 25 tonnes	
1 April 2008 to 30 April 2008	£4.80
1 May 2008 to 31 October 2008	£5.29
1 November 2008 to 31 March 2009	£4.80

1.7 PFC Rates for Off-Peak Periods

The PFC rates that apply in the Off-Peak Periods are shown in the table below.

Off-Peak Period Rates	Rate	Applicable only for aircraft achieving the following QC Ratings
05:30 to 05:59		
1 April 2008 to 30 April 2008	£1.00	0.5 or quieter
1 May 2008 to 31 October 2008	£1.50	0.5 or quieter
1 November 2008 to 31 March 2009	£1.00	0.5 or quieter
06:00 to 06:29		
1 April 2008 to 30 April 2008	£2.00	All
1 May 2008 to 31 October 2008	£3.00	All
1 November 2008 to 31 March 2009	£2.00	All
06:30 to 06:59		
1 April 2008 to 30 April 2008	£2.00	1.0 or quieter
1 May 2008 to 31 October 2008	£3.00	1.0 or quieter
1 November 2008 to 31 March 2009	£2.00	1.0 or quieter
13:00 to 13:29		
1 April 2008 to 30 April 2008	£4.00	1.0 or quieter
1 May 2008 to 31 October 2008	£4.00	1.0 or quieter
1 November 2008 to 31 March 2009	£4.00	1.0 or quieter
13:30 to 15:59		
1 April 2008 to 30 April 2008	£4.00	All
1 May 2008 to 31 October 2008	£4.00	All
1 November 2008 to 31 March 2009	£4.00	All
19:00 to 19:59		
1 April 2008 to 30 April 2008	£1.00	1.0 or quieter
1 May 2008 to 31 October 2008	£1.00	1.0 or quieter
1 November 2008 to 31 March 2009	£1.00	1.0 or quieter
20:00 to 21:59		
1 April 2008 to 30 April 2008	£1.00	All
1 May 2008 to 31 October 2008	£1.00	All
1 November 2008 to 31 March 2009	£1.00	All
22:00 to 22:59		
1 April 2008 to 30 April 2008	£1.00	1.0 or quieter
1 May 2008 to 31 October 2008	£1.00	1.0 or quieter
1 November 2008 to 31 March 2009	£1.00	1.0 or quieter

The above times are local and based on the scheduled departure times.

If the Standard Rate is lower than the Off-Peak Rate in the Off-Peak Periods, the lower rate will apply.

The Off-Peak Rate PFCs in the periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 will only be available to Terminal Passengers departing on Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the relevant Standard Rate PFC will apply.

1.8 PFC Rates for Transfer and Transit Passengers

Transfer Passengers will be charged at the applicable Standard Rate or Off-Peak Rate.

Transit Passengers will be charged PFC at £0.00.

2. Passenger Security Charge (PSC)

The PSC is payable for each departing Terminal Passenger.

2.1 Exemptions from the PSC

The PSC does not apply to the following:

- a. people on Aircraft not operating for hire or reward.
- b. children under two on the day of departure.
- c. people who work on the Aircraft during the flight.

2.2 PSC Rates

Terminal Passengers 1 April 2008 to 31 March 2009	£3.60
Transfer Passengers 1 April 2008 to 31 March 2009	£3.60
Transit Passengers 1 April 2008 to 31 March 2009	£0.00

3. Runway Charge

The Runway Charge is payable for all departing Aircraft and is assessed on the basis of the Maximum Take Off Weight Authorised in tonnes (t).

3.1 Runway Charge Rates Per Tonne for Passenger Aircraft

Departing Between	Up to 25t	Over 25t and less than 120t	Over 120 tonnes		Applicable only for aircraft achieving the following QC Ratings
			First 120t	Thereafter	
00:00 to 05:29	£5.31	£6.53	£6.53	£3.55	All
05:30 to 05:59	£5.31	£5.31	£5.31	£0.00	0.5 or quieter
06:00 to 06:29	£5.31	£5.31	£5.31	£0.00	All
06:30 to 06:59	£5.31	£5.31	£5.31	£0.00	1.0 or quieter
07:00 to 12:59	£5.31	£6.53	£6.53	£3.55	All
13:00 to 13:29	£5.31	£5.31	£5.31	£0.00	1.0 or quieter
13:30 to 15:59	£5.31	£5.31	£5.31	£0.00	All
16:00 to 18:59	£5.31	£6.53	£6.53	£3.55	All
19:00 to 19:59	£5.31	£5.31	£5.31	£0.00	1.0 or quieter
20:00 to 21:59	£5.31	£5.31	£5.31	£0.00	All
22:00 to 22:59	£5.31	£5.31	£5.31	£0.00	1.0 or quieter
23:00 to 23:59	£5.31	£6.53	£6.53	£3.55	All

The Off-Peak Rate Runway Charge in the periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 will only apply to Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the relevant Standard Rate Runway Charge will apply.

The above times are local and based on the scheduled departure times.

3.2 Maximum and Minimum Runway Charge for Passenger Aircraft

Passenger Aircraft Departing Between	Rate	Applicable only for aircraft achieving the following QC Ratings
Maximum Runway Charge		
00:00 to 05:29	£1,600.00	All
05:30 to 05:59	£325.00	0.5 or quieter
06:00 to 06:29	£325.00	All
06:30 to 06:59	£325.00	1.0 or quieter
07:00 to 12:59	£1,600.00	All
13:00 to 13:29	£325.00	1.0 or quieter
13:30 to 15:59	£325.00	All
16:00 to 18:59	£1,600.00	All
19:00 to 19:59	£165.00	1.0 or quieter
20:00 to 21:59	£165.00	All
22:00 to 22:59	£165.00	1.0 or quieter
23:00 to 23:59	£1,600.00	All
Minimum Runway Charge		
06:30 to 10:59 (Monday to Saturday only)	£165.00	All
16:00 to 19:59 (Monday to Friday only)	£130.00	All
At all other times	£25.00	All

The Off-Peak Rate Runway Charges in the periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 will only apply to Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the relevant Standard Rate Runway Charge will apply. The above times are local and based on the scheduled departure times, except private Aircraft, air taxis and military Aircraft which are based on the actual departure times.

3.3 Runway Charge Rates per Tonne for Freight Aircraft

Departing Between	Rate	Applicable only for aircraft achieving the following QC Ratings
00:00 to 05:29	£5.14	All
05:30 to 05:59	£2.67	0.5 or quieter
06:00 to 06:29	£2.67	All
06:30 to 09:59	£5.14	All
10:00 to 12:59	£2.67	All
13:00 to 13:29	£2.67	1.0 or quieter
13:30 to 15:59	£2.67	All
16:00 to 19:59	£5.14	All
20:00 to 21:59	£2.67	All
22:00 to 22:59	£2.67	1.0 or quieter
23:00 to 23:59	£5.14	All

The Off-Peak Rate Runway Charge in the periods 05:30 to 05:59, 13:00 to 13:29 and 22:00 to 22:59 will only apply to Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the relevant Standard Rate Runway Charge will apply.

The above times are local and based on the scheduled departure times.

3.4 Maximum and Minimum Runway Charges for Freight Aircraft

Freight Aircraft	
Maximum Runway Charge	
At all times	£1,600.00
Minimum Runway Charge	
Aircraft departing between 06:30 and 10:59 (Monday to Saturday only)	£165.00
Aircraft departing between 16:00 and 19:59 (Monday to Friday only)	£130.00
At all other times	£25.00

The above times are local and based on the scheduled departure times.

3.5 Environmental Charges

Only jet Aircraft meeting the definitions of ICAO Annex 16 Chapter 3 or above will be scheduled to land or take-off between the hours of 23:30 and 05:59 hrs.

Aircraft failing to meet the requirements of ICAO Annex 16 Chapter 3 will be subject to a surcharge of 70% of the published Runway Charge.

3.6 Non-Scheduled Operations

Operators who do not operate flights within a published timetable, thereby requesting runway slots during busy periods on an ad hoc basis, will be subject to a Runway Charge set at 70% of the applicable published minimum Runway Charge.

3.7 Noisy Jet Surcharge

Aircraft will be subject to a surcharge of £750 between 23:00 to 06:59 and £500 between 07:00 to 22:59, plus an extra £150 for each full PNdB above the following limits:

92 dB (A) (105 PNdB)	07:00 - 22:59 hrs
83 dB (A) (96 PNdB)	23:00 - 06:59 hrs

The PNdB limits are regularly reviewed.

The above times are local and based on the actual departure times.

3.8 Night Noise Policy

The Company's policy for controlling night noise can be found on the Airport website www.manchesterairport.co.uk/aviationdevelopment.

3.9 Tracking

The Company reserves the right to levy a surcharge, as provided for by Section 3 of the Civil Aviation Act 2006, against any Operator who on a persistent basis (equivalent to 5% or more departures in any month) fails to operate along the Preferred Noise Routes (PRN's) as prescribed by the Company and recorded and monitored by the Company's noise and tracking monitoring system. The surcharge will be levied as set out below:-

During the period 07.00 hours and 22.59 hours (local)	£500 per failure
During the period 23.00 hours and 06.59 hours (local)	£750 per failure

Prior to the Company levying the surcharge the Company will consult with the Operator to establish steps the Operator can take to avoid further failures. If following consultation the Operator continues to exceed the 5% threshold then the Company will levy the surcharge retrospectively for each of the failures.

The above times are local and based on the actual departure times.

4. Air Traffic Services (ATS) Charge

The ATS Charge is payable for all departing Aircraft and is assessed on the basis of the Maximum Take Off Weight Authorised in tonnes (t).

4.1 ATS Charge Rates per Tonne for Passenger Aircraft

Departing Between	Up to 25t	Over 25t and less than 120t	Over 120 tonnes First 120t	Thereafter	Applicable only for aircraft achieving the following QC Ratings
00:00 to 05:29	£1.42	£1.74	£1.74	£0.96	All
05:30 to 05:59	£1.42	£1.42	£1.42	£0.00	0.5 or quieter
06:00 to 06:29	£1.42	£1.42	£1.42	£0.00	All
06:30 to 06:59	£1.42	£1.42	£1.42	£0.00	1.0 or quieter
07:00 to 12:59	£1.42	£1.74	£1.74	£0.96	All
13:00 to 13:29	£1.42	£1.42	£1.42	£0.00	1.0 or quieter
13:30 to 15:59	£1.42	£1.42	£1.42	£0.00	All
16:00 to 18:59	£1.42	£1.74	£1.74	£0.96	All
19:00 to 19:59	£1.42	£1.42	£1.42	£0.00	1.0 or quieter
20:00 to 21:59	£1.42	£1.42	£1.42	£0.00	All
22:00 to 22:59	£1.42	£1.42	£1.42	£0.00	1.0 or quieter
23:00 to 23:59	£1.42	£1.74	£1.74	£0.96	All

The Off-Peak Rate ATS Charges in the periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 will only apply to Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the Standard Rate ATS Charge will apply.

The above times are local and based on the scheduled departure times.

4.2 Maximum and Minimum ATS Charges for Passenger Aircraft

Passenger Aircraft Departing Between	Rate	Applicable only for aircraft achieving the following QC Ratings
Maximum ATS Charge		
00:00 to 05:29	£400.00	All
05:30 to 05:59	£75.00	0.5 or quieter
06:00 to 06:29	£75.00	All
06:30 to 06:59	£75.00	1.0 or quieter
07:00 to 12:59	£400.00	All
13:00 to 13:29	£75.00	1.0 or quieter
13:30 to 15:59	£75.00	All
16:00 to 18:59	£400.00	All
19:00 to 19:59	£35.00	1.0 or quieter
20:00 to 21:59	£35.00	All
22:00 to 22:59	£35.00	1.0 or quieter
23:00 to 23:59	£400.00	All
Minimum ATS Charge		
06:30 to 10:59 (Monday to Saturday only)	£35.00	All
16:00 to 19:59 (Monday to Friday only)	£30.00	All
At all other times	£5.00	All

The Off-Peak Rate ATS Charges in the periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 will only apply to Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the Standard Rate ATS Charge will apply. The above times are local and based on the scheduled departure times, except private Aircraft, air taxis and military Aircraft which are based on the actual departure times.

4.3 ATS Charge Rates for Freight Aircraft

Departing Between	Rate	Applicable only for aircraft achieving the following QC Ratings
00:00 to 05:29	£1.38	All
05:30 to 05:59	£0.73	0.5 or quieter
06:00 to 06:29	£0.73	All
06:30 to 09:59	£1.38	All
10:00 to 12:59	£0.73	All
13:00 to 13:29	£0.73	1.0 or quieter
13:30 to 15:59	£0.73	All
16:00 to 19:59	£1.38	All
20:00 to 21:59	£0.73	All
22:00 to 22:59	£0.73	1.0 or quieter
23:00 to 23:59	£1.38	All

The Off-Peak Rate ATS Charges in the periods 05:30 to 05:59, 13:00 to 13:29 and 22:00 to 22:59 will only apply to Aircraft that achieve the applicable QC Ratings shown in the table above, otherwise the Standard Rate ATS Charge will apply.

The above times are local and based on the scheduled departure times.

4.4 Maximum and Minimum ATS Charges for Freight Aircraft

Freight Aircraft	Rate
Maximum ATS Charge At all times	£400.00
Minimum ATS Charge Aircraft departing between 06:30 and 10:59 (Monday to Saturday only) Aircraft departing between 16:00 and 19:59 (Monday to Friday only) At all other times	£35.00 £30.00 £5.00

The above times are local and based on the scheduled departure times.

4.5 Environmental Charges

Only jet Aircraft meeting definitions of ICAO Annex 16 Chapter 3 or above will be scheduled to land or take-off between the hours of 23:30 and 05:59 hrs.

Aircraft failing to meet the requirements of ICAO Annex 16 Chapter 3 will be subject to a surcharge of 70% of the published ATS Charge.

4.6 Non-Scheduled Operations

Operators who do not operate flights within a published timetable, and who request runway slots during busy periods on an ad hoc basis, will be subject to an ATS Charge set at 70% of the applicable published ATS Charge.

5. Aircraft Parking Charge

The Aircraft Parking Charge is payable for each uninterrupted period of parking on the Airport and is assessed on the basis of the Maximum Take Off Weight Authorised of the Aircraft and the time it is parked.

Each uninterrupted period of parking will be charged separately and the Charge applies from touch-down until take-off. The appropriate Charge will be payable whether or not full use of the facility is made.

5.1 Multiple Landings

Between 00:00 and 23:59, there will only be one charge for an Aircraft if that same Aircraft parks more than once during that period.

5.2 Aircraft Parking Rates

Aircraft Parking Daily Rates For each period of 24 hrs (or part of)	1 Apr08 to 31 Mar09 Rate
For Aircraft <120t First two hours parking	£0.00
For Aircraft >120t First four hours parking	£0.00
Aircraft up to and including 3.5 tonnes	£5.25 for each 0.5t
Above that, the following rates will apply	
Aircraft over 3.5 tonnes to 10 tonnes	£42.00
Aircraft over 10 tonnes to 20 tonnes	£73.50
Aircraft over 20 tonnes to 30 tonnes	£105.00
Aircraft over 30 tonnes to 40 tonnes	£136.50
Aircraft over 40 tonnes to 50 tonnes	£157.50
Aircraft over 50 tonnes to 60 tonnes	£178.50
Aircraft over 60 tonnes to 70 tonnes	£199.50
Aircraft over 70 tonnes to 80 tonnes	£220.50
Aircraft over 80 tonnes to 90 tonnes	£246.75
Aircraft over 90 tonnes to 100 tonnes	£273.00
Over 100 tonnes:	£273.00+ £21.00 per 10t or part thereof >100t

5.3 Daily Rate for Those Airlines Operating Passenger Flights that Depart at Least 364 Days a Year

An Airline will only be eligible to benefit from the rates below, on application to the Revenue Office at Manchester Airport on 0161 489 3709 or by e-mail at revenue@manairport.co.uk and with prior written consent from the Company. The following rates will then become applicable from the first day of the month following the date of the Company's written consent.

Aircraft Parking Daily Rates for Qualifying Airlines For each period of 24 hrs (or part of)	1 Apr08 to 31 Mar09 Rate
For Aircraft <120t First two hours parking	£0.00
For Aircraft > 120t First four hours parking	£0.00
Aircraft up to and including 3.5 tonnes	£2.80 for each 0.5t
Above that, the following rates will apply	
Aircraft over 3.5 tonnes to 10 tonnes	£12.00
Aircraft over 10 tonnes to 20 tonnes	£21.00
Aircraft over 20 tonnes to 30 tonnes	£30.00
Aircraft over 30 tonnes to 40 tonnes	£39.00
Aircraft over 40 tonnes to 50 tonnes	£45.00
Aircraft over 50 tonnes to 60 tonnes	£51.00
Aircraft over 60 tonnes to 70 tonnes	£57.00
Aircraft over 70 tonnes to 80 tonnes	£63.00
Aircraft over 80 tonnes to 90 tonnes	£70.50
Aircraft over 90 tonnes to 100 tonnes	£78.00
Over 100 tonnes:	£78.00+ £6.00 per 10t or part thereof >100t

6. Rebates

There will be no reduction of the Runway Charge or ATS Charge due to the non-availability of any aerodrome service, assistance or other facilities.

6.1 Rebates for Crew Training

The Runway Charge and ATS Charge will be reduced by 75% for crew training flights when:

- a. the flight is only for the passing out of pilots or other members of the flight crew for their licences or testing a crew member to meet the requirements of the various regulations for operating public transport aircraft; and
- b. the pilot or other member of the flight crew is an employee of a civil Airline or licensed air taxi operator and under the instruction of that Airline or air taxi operator; and
- c. the Aircraft being used is either registered in the name of or operated by the employer of the pilot or the flight crew who are being trained or tested.

The rebate applies to Chapter 3 Aircraft and is not available for:

- a. flights between 23:30 and 05:59 hrs; or
- b. training pilots for other organisations on a revenue earning basis; or
- c. private pilot flights, whether under instruction or not, which are for the purpose of getting instrument ratings or similar activities; or
- d. revenue earning flights.

The refund must be applied for before the intended flight or flights, using application form 115, which is available from the Revenue Office at Manchester Airport on 0161 489 3709 or by email at revenue@manairport.co.uk, on request. A separate application is required for each flight.

6.2 Rebates for Test Flights

The Runway Charge and ATS Charge will be reduced by 75% for test flights carried out only for ensuring that the Aircraft and the Aircraft instruments are serviceable, as long as the following conditions apply;

- a. the Aircraft is owned and operated by an Airline, a licensed air taxi operator or an air training school of commercial pilots; and
- b. the flight is carried out shortly before the intended time of departure of the Aircraft; and
- c. the flight is not for a 'certificate of airworthiness' test; and
- d. the flight originates and terminates at the Airport; and
- e. the refund applies to Chapter 3 Aircraft only; and
- f. the refund for cargo operations will be at the cargo rate that applies at the time.

The refund must be applied for before the intended flight or flights, using application form 115, which is available from the Revenue Office at Manchester Airport on 0161 489 3709 or by email at revenue@manairport.co.uk, on request. A separate application is required for each flight.

7. Incentives

The Company offers a series of Incentives, in the form of discounts on the Charges, to encourage Airlines to develop their services at the Airport.

There are six types of incentive.

- | | |
|---|--------------------------|
| a. New Route Incentive | see 7.2 for details |
| b. Capacity Growth Incentive | see 7.3 for details |
| c. Non-Stop Service Incentive | see 7.4 for details |
| d. Standby Aircraft Incentive | see 7.5 for details |
| e. Same Aircraft Through Numbered Service Incentive | see 7.6 for details, and |
| f. Frequency Incentive | see 7.7 for details. |

7.1 General Conditions

The Airport has a suite of Incentives designed to stimulate greater choice and convenience for all air passengers by encouraging growth in an environmentally friendly way. The Incentives are available to all Airlines operating from the Airport that meet the relevant conditions. Where an Airline qualifies for more than one Incentive only the Incentive of the highest value will apply.

The Company reserves the right not to apply any of the above Incentives in the event of an Airline or Tour Operator merger, sale or takeover that results in a reduction in total seat capacity when compared to the previous corresponding Season.

Discounts from Incentives will normally be shown on each invoice raised, where there is enough evidence to satisfy the Company that there will be a net increase in capacity by the end of the appropriate Season. Where the Company is not satisfied, the Airport will apply discounts at a later date if the discount conditions are later shown to have been met, and a repayment equal to the appropriate discount will be made to that Airline after the end of the relevant Season.

All discounts from Incentives will be subject to the Airport's audit process. The amount of reduction will be repayable to the Company on demand if any of the Incentive conditions are not met in full.

If the Airline fails to meet the conditions relating to the payment of invoices the Company reserves the right to disqualify an airline from the benefit of any Incentive.

The Company's decision about whether or not an Operator or Airline is eligible for an Incentive is final.

7.2 New Route Incentive

The Incentive

If an Airline introduces a Route that is not currently served from the Airport then an All-Inclusive Charge will be payable for each departing Terminal Passenger. This charge will replace the PFC, PSC, Runway Charge, ATS Charge and Aircraft Parking Charge.

All-Inclusive Charge Rates

For New Routes Commencing on or after 1st April 2008 and Departing in the Standard Periods	Rate
Year 1	£3.00
Year 2	£4.00
Year 3	£5.00
For New Routes Commencing on or after 1st April 2008 and Departing in the Off-Peak Periods *	Rate
Year 1	£3.00
Year 2	£3.00
Year 3	£3.00
Year 4	£5.00
Year 5	£7.00

* The Route must be operated in the Off-Peak Periods continually for 5 years.

Conditions

- a. The Route is planned to be operated at least once every 14 days throughout the Summer or Winter Season from its date of inauguration; and
- b. either the Route has not been served during the previous corresponding Season from the Airport by any Airline or the Route, once served on a daily year round basis, remained un-served for a minimum period of one Season and then is subsequently served at least 5 times per week. (see condition f); and
- c. when compared with the previous year, the total seating capacity of the Airline flown from the Airport has increased; and
- d. City Pair Airports are not included; and
- e. the Airline operates an Aircraft on the Route that is classified as Chapter 3 compliant with its ICAO Annex 16 definition or is a non-jet Aircraft which achieves a minimum noise standard for Chapter 3 Aircraft.
- f. any second Airline that subsequently starts a Service on a New Route operated by a first Airline will benefit from the relevant All-Inclusive Charge until the first Airline no longer benefits from the All-Inclusive Charge.
- g. the qualifying Route / Airline will not benefit from the Remote Stand reduction in PFC described in Section 1.5.

7.3 Capacity Growth Incentive

The Incentive

If an Airline replaces an Aircraft operating an existing Route with an Aircraft having a larger seating capacity the Company will use the Maximum Take Off Weight Authorised of the Aircraft with smaller seating capacity to calculate the Runway Charge and ATS Charge for the Aircraft with larger seating capacity.

In addition, if a higher PFC rate would apply the PFC rate will also be common rated at the lower rate.

Conditions

- a. the replacement Aircraft with larger seating capacity is planned to operate from the Airport at least once a week continuously throughout the Season following its date of inauguration; and
- b. the replacement Aircraft with larger seating capacity is classified as Chapter 3 compliant with its ICAO Annex 16 definition or is a non-jet Aircraft which achieves a minimum noise standard for Chapter 3 Aircraft; and
- c. the total seat capacity operated by that Airline during the Season is more than the seat capacity operated in the previous corresponding Season (see note h); and
- d. the Airline has not received the same or any similar discount to Charges in the 24-month period before the Airline replaced the Aircraft; and
- e. the discount will apply for 36 months from the date the replacement Aircraft with larger seating capacity operates, as long as the replacement Aircraft with larger seating capacity operates for the 36 month period; and
- f. if the Aircraft with larger seating capacity is replaced by an Aircraft with less seating capacity within 36 months of the start date of the discount period, the Company reserves the right to reclaim the total amount of all discounts received. These discounts must be repaid within 28 days of the Aircraft change; and
- g. the Route must have been operated with the Aircraft with the smaller seating capacity for at least 3 months prior to the introduction of the Aircraft with the larger seating capacity; and
- h. the Company reserves the right to refuse any discount where the total capacity of the Tour Operator or Tour Operators at the Airport for whom the Airline is contracted to fly, does not result in an increase every Season. Also the Company reserves the right to reduce any discount where the total increase in net capacity flown by the Airline or Airlines contracted to fly on behalf of any particular Tour Operator is less than the net increase in capacity of the Tour Operator offered from the Airport. This reduction will be applied evenly across all such Airlines.

7.4 Non-Stop Service Incentive

The Incentive

If an Airline replaces a Multi-Sector Service with a Non-Stop Service that Airline will receive a reduction of the published tariff for the Runway and ATS Charges.

Reduction of Published Tariff

Year	Discount
Year 1	40%
Year 2	20%
Year 3	20%

Conditions

- a. The Non-Stop Service terminates at the same final destination airport as the original Multi-Sector Service; and
- b. the Non-Stop Service is planned to be operated at least once every 14 days throughout the Summer or Winter Season from its date of inauguration; and
- c. the Non-Stop Service has not been operated during the previous corresponding Season by the same Airline; and
- d. the total seating capacity flown from the Airport or the total capacity available for sale from the Airport, when compared against the previous corresponding Season, results in either an increase in total seat capacity or an increase in the total capacity available for sale from the Airport for that Airline on that Non-Stop Service, as long as the capacity flown in Year 2 is at least equal to that flown in Year 1; and
- e. the Airline operates the Non-Stop Service with an Aircraft that is classified as Chapter 3 compliant with its ICAO Annex 16 definition or is a non-jet Aircraft which achieves a minimum noise standard for Chapter 3 Aircraft.

7.5 Standby Aircraft Incentive

The Incentive

- a. The Aircraft Parking Charge will not apply to Standby Aircraft.
- b. The Runway Charge and ATS Charge for Standby Aircraft will be common-rated to the Runway Charge and ATS Charge that would have been charged on the Aircraft which the Standby Aircraft replaces as long as;
 - i. the Standby Aircraft carries Terminal Passengers; or
 - ii. the Standby Aircraft departs from the Airport to collect passengers from another airport and flies those same passengers to the Airport on a Non-Stop Service.

Conditions

- a. the Airline classifies an Aircraft as a Standby Aircraft by giving the Airport Revenue Office notice in writing of the registration number of the Standby Aircraft before the start of operations by that Airline in each Season or year (Airlines may re-designate another Aircraft as a Standby Aircraft provided that the Airport is notified in writing); and
- b. the Standby Aircraft is additional to other Aircraft operated by the Airline that are subject to a pre-planned flying programme from the Airport; and
- c. the Standby Aircraft does not:
 - i. carry out any charter or sub-charter work for any other Airline or Tour Operator; or
 - ii. position out of the Airport to undertake flying from other airports; and
- d. the Standby Aircraft is classified as Chapter 3 compliant with its ICAO Annex 16 definition or is a non-jet Aircraft which achieves a minimum noise standard for Chapter 3 Aircraft; and
- e. the Aircraft continues to be defined as a Standby Aircraft; and
- f. the Company reserves the right to refuse any discount where the total capacity of the Tour Operator or Tour Operators at the Airport for whom the Airline is contracted to fly, does not result in an increase every Season. Also the Company reserves the right to reduce any discount where the total increase in net capacity flown by the Airline or Airlines contracted to fly on behalf of any particular Tour Operator is less than the net increase in capacity of the Tour Operator offered from the Airport. This reduction will be applied evenly across all such Airlines.

7.6 Same Aircraft Through Numbered Service Incentive

If an Airline operates a Service that arrives and departs the Airport using the same flight number and Aircraft, the Aircraft will have a 50% reduction on the published Runway Charge and ATS Charge. In order to qualify for this Incentive, the Aircraft must depart from the Airport within 180 minutes of its arrival.

7.7 Frequency Incentive

If an Airline is subject to the minimum Runway Charge and ATS Charge but operates at least three departures each weekday to the same destination, the minimum Runway Charge and the minimum ATS Charge for each departure will be £105.00 and £25.00 respectively.

8. Disabled Persons and Persons of Reduced Mobility (PRM) Charge

8.1 Disabled Persons and Persons of Reduced Mobility (PRM) Charge

A PRM Charge of £0.135 is payable for each Terminal Passenger (both arriving and departing). This charge will be invoiced at £0.27 per departing Terminal Passenger.

The PRM Charge is subject to VAT.

9. Ancillary Charges

9.1 Baggage System Charge

A baggage system charge of £1.06 is payable for each departing Terminal Passenger. This includes the baggage handling Charge, at £0.41 per Terminal Passenger (both arriving and departing), the accounting and authorisation (AAA) Charge, at £0.11 per departing passenger and the hold baggage security labour (HBSL) Charge at £0.13 per departing passenger.

9.2 Common User Equipment (CUE) Charge

A CUE Charge is payable at £0.21 per departing Terminal Passenger.

The CUE Charge is subject to VAT.

9.3 Check-in Desks Charge

A check-in desk Charge of £4.55 for every half hour (or part of) for every desk, is payable for all desks used to check-in passengers.

The Handling Agent must pay the charge. If the Handling Agent and the relevant Airline agree in writing that the Airline will be responsible for paying the check-in desk Charge and a copy of the written agreement is supplied to the Company, the Charge will be made to the Airline.

The Check-In Desk Charge is subject to VAT.

9.4 Common User Self Service (CUSS)

For Financial Year 2008/09 there will be no additional passenger Charge for CUSS.

9.5 Local Departure Control System (LDCS)

This is not an obligatory charge, but this facility is available for those airlines that choose to use it. Airlines that choose to use this facility will be invoiced directly by Manchester Airport Plc.

The LDCS charge is payable at a rate of £0.05 per departing terminal passenger.

The LDCS charge is subject to VAT.

10. Ground Handling Charges

10.1 Airside Vehicle and Equipment Permits

There will be no charge for airside vehicle and equipment permits for FY 2008/09.

10.2 Unit Loading Devices (ULD)

There will be no charge for ULDs for FY 2008/09.

11. Other Charges

11.1 Staff Car Parking Charges

Area	Per space per annum
Area 2	£368.72
Area 7	£323.92
Staff West	£323.92
Fire Station Area 6	£528.60
Hale Top House Area 9	£528.60
Hangar 3 Area 11	£528.60
World Freight Terminal / West Side	£412.24
Multi Storey Car Park Terminal 1 and T1 Arrivals	£1,650.92
Multi Storey Car Park Terminal 2	£1,650.92
Multi Storey Car Park Terminal 3	£1,650.92
Area 20 / 21 / 22	£2,103.28
All areas except Multi Storey Car Parks, T1 Arrivals, Area 20/ 21/22	£659.60
Multi Storey Car Parks Terminal 1/2/3 & Terminal 1 Arrivals	£1,815.80
Motorcycles	£0.00
Miscellaneous Car Park Charges	
Replacement Permits (per permit)	£20.38
Replacement Card (per card key)	£20.38
Wheel Clamp Removal (per removal)	£101.90

For a full list of staff car parking Charges and conditions of use, please phone Car Parks Administration on 0161 489 2020.

Staff car parking Charges are subject to VAT.

11.2 Heating and Utilities

All enquiries to Manchester Airport Group Procurement on 0161 489 2083.

11.3 Potable Water

There will be no charge for potable water for FY 2008/09.

11.4 Electrical Power for Electric Baggage Trolleys (EBTs)

There will be no charge for the provision of electrical power to EBTs for FY 2008/09.

11.5 Cleaning Charges

Together with Initial Air Services, the Company provides a cleaning service for its service partners. For further information, quotes and general enquiries, phone 0161 489 3219.

11.6 Security Passes

Type of Pass	Charge per Pass
Airport Validatable Pass	£39.51
Replacement of Lost Validatable Pass	£63.44
Airport Non-Validatable Pass	£13.69
Replacing a Lost Non-Validatable Pass	£20.67

For conditions of use of security passes please contact the Security Pass Office on 0161 489 3545.

Security passes are subject to VAT.

11.7 Environmental Charges

Airlines, Operators, Handling Agents, tenants or concessionaires causing, allowing or failing to report pollution may have to pay the cost of cleaning up or repairing any damage caused.

11.8 Waste Recycling Contamination Recharge

MA provides separate and distinct containers for the recycling of materials and waste. The costs (to MA) of incorrect disposal, will be recharged to any Airline, Operator, Handling Agent, tenant or concessionaire failing to segregate waste correctly for recycling.

The Schedule of Charges is:

Compactor	£100
Skip	£100
Euro Bin	£25

These charges are subject to VAT.

11.9 Fixed Electrical Ground Power

Facilities for using fixed electrical ground power are available at a charge of £20.42 an hour, plus 33.97 pence per minute thereafter. Charges are payable by the user who swipes into the facility.

The minimum chargeable period per use is one hour.

There are separate conditions for use of fixed electrical ground power that are available upon request. Please contact the Airfield Facilities Manager on 0161 489 8453 for details.

Fixed electrical ground power is subject to VAT.

11.10 Engine Testing

	Charge for each test for each Aircraft
Aircraft less than 25 tonnes	£81.31
Aircraft above 25 tonnes but less than 120 tonnes	£113.84
Aircraft above 120 tonnes	£130.10
Surcharge for tests between 23:00 and 06:00	100%

Charges are exempt from VAT.

11.11 Driver Training

Driver Training Courses	Charge for each course
Apron Driver Training Course	£102.64
Apron Driver Refresher Course	£85.40
Apron Awareness and Familiarisation Course	£27.95
Airside Driving Permit Extension or Replacement	£27.95
Apron Driving Test and Permit Issue	£27.95

You must pay £20 per person for each cancellation within 48 hours of the course start time, or for anyone who does not attend.

Driver training is subject to VAT.

11.12 Airbridge Training

	Charge for each course	
Induction	£28.74	Including handouts
Validation	£114.92	Including permit
Re-Validation	£86.20	Including handouts
Full Training	£251.53	Each day. One, two or three days depending on the type of course

Customers must pay £20.00 per person for each cancellation within 48 hours of the course start time, or for anyone who does not attend the training course.

Airbridge training is subject to VAT.

11.13 Manoeuvring Area Training

	Charge for each course	
A Permit	£166.62	Including permit and handouts
B Permit	£166.62	Including permit and handouts
C Permit	£42.48	Including permit and handouts
Revalidation	£68.62	Including permit and handouts
Test and Familiarisation	£57.45	Including permit and handouts
Test only	£28.74	Including permit and handouts

Permits for airbridge driving and the manoeuvring area driving are valid for three years from date they are issued.

Manoeuvring area training is subject to VAT.

11.14 Medical Examinations

A wide range of medical examinations are available. For more information, please phone the Airport Medical Centre on 0161 489 3962.

11.15 Accommodation Charges

The Company has a range of facilities available for our service partners to rent. For more information, please telephone the relevant numbers:

- i) For accommodation within Terminals 1,2 or 3, call 0161 489 3710
- ii) For areas other than Terminals 1,2 and 3, please contact Laura Thomson at DTZ Estate Management Providers 0161 489 5807

11.16 Information Services

The Company offers a wide range of Information Services including:

- Fixed and mobile telephones
- Multi-extension telephone services
- Automated Call Distribution (ACD) and Interactive Voice Response (IVR)
- Private fixed and wireless data networks
- Cabling and installation services
- Trunk radio services
- Procurement of IT hardware and software

For more information please phone the Manchester Airport IS Service Desk on 0161 489 5005, or e-mail to isservice.desk@manairport.co.uk

12. Value Added Tax

12.1 Operational Charges

Value Added Tax, where levied, is payable at the standard rate on the following charges:

- a. Runway Charge
- b. Air Traffic Services Charge
- c. Passenger Facilities Charge
- d. Aircraft Parking Charge
- e. Passenger Security Charge
- f. PRM Charge
- g. CUE Charge
- h. Check-In Desks

as follows:

- For **a**, **b**, **d** and **e**, above:-

Services supplied for Aircraft over 8000 kilogrammes are ZERO rated for VAT as long as the Aircraft has not been 'designed or adapted for use for recreation or pleasure'.

Services supplied for Aircraft under 8000 kilogrammes are only ZERO rated when supplied to a person in his business capacity who belongs in a country other than the United Kingdom, otherwise the services are standard rated.

- For **c**, above:-

Passenger charges are ZERO rated except:

- i. Where the carrying capacity of Aircraft is up to 12 passengers.
- ii. Where the flight is a Non-Scheduled Movement.

or

Pleasure flights where the charges are standard rated

- For **f**, **g**, and **h**, above:-

VAT will be charged at all times.

13. General Provisions

- 13.1 The Unfair Contract Terms Act 1977 affects terms or notices which unreasonably exclude or restrict liability for negligence. The Company draws the attention of potential users of the Airport to the clauses in this document that exclude the liability in certain circumstances. The Company considers these clauses to be reasonable.
- 13.2 The Company reserves the right at any time to amend, vary or discharge the Terms upon giving notice.
- 13.3 The Company reserves the right to amend or vary the Charges upon giving notice.
- 13.4 The Company reserves the right to review the Charges, the application of the Charges and / or qualifying conditions in respect of the Charges or any Rebate and Incentive.
- 13.5 The Company reserves the right to withdraw any Rebate or Incentive offered in the Terms upon giving notice.
- 13.6 The Managing Director of the Airport may use his or her discretion to abate or waive Runway, Air Traffic Service, Passenger or Aircraft Parking Charges for any specific category of traffic when he or she considers it is in the interest of the Airport to encourage the development of traffic.
- 13.7 Interest will be charged on any Charges that remain unpaid after 28 days from the date of the invoice for the Charges. Interest will be calculated on a daily basis from the 29th day after the invoice date at the prevailing base rate of The Co-operative Bank PLC plus 3%.
- 13.8 Under Section 88 of the Civil Aviation Act 1982 the Company is entitled to detain and sell Aircraft in respect of unpaid Airport Charges.
- 13.9 In the interest of safety and managing performance standards, each Operator and Airline will, as a condition of operating at the Airport, only contract with Handling Agents who have entered into the Company's Ground Handling Licence. The Licence contains the Company's requirements for operating ground handling services at the Airport and when signed on behalf of the Handling Agent and Company confirms that those requirements are in place. A copy of the Ground Handling Licence can be obtained from the Company.
- 13.10 **Section 88 (1) Civil Aviation Act 1982**
- 13.10.1 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 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.

13.10.2 So long as an Aircraft shall be upon the Airport or upon any land within the Airport allotted by or rented from the Company, the Company shall have (under the Civil Aviation Act 1982) a continual lien both particular and general upon the Aircraft, for all Charges of whatsoever nature and whensoever incurred, which shall be or become due and payable to the Company in respect of that Aircraft or in respect of any other Aircraft of which the person in default is the Operator at the time when the lien is exercised, and all such Charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made. The said 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 has returned to and is upon any such land so long as any of the said Charges, whether incurred before or after such departure, remain unpaid.

13.10.3 When an Aircraft is detained under Section 88 of the Civil Aviation Act 1982 the Company may, subject to the provisions of that Section and if any Charges are not paid within 56 days of the date when the detention begins, sell the Aircraft, its parts or accessories, in order to satisfy the Charges.

13.11 **General Conditions**

The use of the Airport is subject to the further terms and conditions:

13.12 Compliance with the local flying restrictions and remarks published from time to time in the AGA section of the United Kingdom Air Pilot.

13.13 The Airport is a fully co-ordinated airport under EU slot allocation regulation 95/93. All Aircraft must have prior permission to operate by obtaining a slot from the slot co-ordinators at the Airport, Airport Co-ordination Ltd on 0161 493 1850.

13.14 Compliance with instructions, orders or directions published from time to time by the Company.

13.15 The Operator shall pay the appropriate Charges for the use of the runway, parking or housing of Aircraft, as set out in the relevant sections. It shall also pay for any supplies, services or facilities provided to it at the Airport by or on behalf of the Company. The Charges for the use of the runway, air traffic control, parking or housing of Aircraft supplies, services or facilities shall (unless otherwise agreed before the Charges are incurred) be those as may, from time to time, be determined by the Company. The Charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by the Company, shall be payable to the Company in advance, whether a demand has been made or not, before the Aircraft departs from the Airport.

13.16 The Operator or its Handling Agent will supply to the Company (in such form as the Company may from time to time determine) information relating to the movements of its Aircraft at the Airport within 24 hours or each of those movements, including information about the number of Terminal, Transfer and Transit Passengers and the volume of cargo and mail embarked and disembarked at the Airport. The Operator or its Handling Agent shall also furnish on demand (in such form as the Company may from time to time determine) details of the Maximum Total Weight Authorised in respect of each Aircraft owned or operated by it. The Operator or its Handling Agent shall also supply, without delay, details of any changes in the Maximum Total Weight Authorised in respect of each Aircraft owned or operated by the Operator from the Airport.

13.17 The Company shall provide (whether by itself or its sub contractor(s)) a service for all disabled persons and persons with reduced mobility from the designated point of arrival to the aircraft and from the aircraft to designated point of departure. For the purpose of this Clause the persons entitled to benefit from this service are as defined in Regulation (EC) No 1107/2006.

- 13.18 The Operator shall pay the appropriate Charge (PRM Charge) to the Company in respect of the Company providing the service to disabled persons and persons with restricted mobility as published herein or as notified from time to time.
- 13.19 Neither the Company nor its servants or agents shall be liable for any claim by any Operator or Handling Agent for Loss of or damage to an Aircraft, or any property contained in an Aircraft, howsoever such Loss or damage may arise occurring while the Aircraft is at the Airport or is in the course of landing at or taking-off from the Airport, or being removed or dealt with elsewhere for the purposes of paragraph 13.10, above, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company or its servants or agents unless done with the intent to cause damage or recklessly and with the knowledge that Loss or damage would probably result.
- 13.20 Each Airline, Operator and Handling Agent shall indemnify the Company, its servants or agents against any Loss or damage to the property of the Company and against any claims for death or personal injury which may be made against the Company or any servants or agents of the Company or of the Airline, Operator or Handling Agent arising out of or in connection with anything done, permitted or omitted by the Airline, Operator or Handling Agent or its servants or agents in or upon the Airport.
- 13.21 Should the Operator fail to comply with a reasonable direction issued by the Company to move vehicles or equipment, left in unauthorized areas, within the specified time the Company may move, or remove, and store the equipment. The Operator will be charged a removal fee of £50.00 per item or such other fee as the Company shall from time to time publish.
- 13.22 When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence removal, rescue or salvage of the Aircraft and in default the Company reserves the right to remove, rescue or salvage the Aircraft at its discretion and the Operator hereby indemnifies the Company or its agents against all damage, claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove, rescue or salvage the Aircraft and undertakes to pay the Company any resultant costs, damages or losses (consequential or otherwise) relating thereto.
- 13.23 In the event that an Operator shall commit any act of bankruptcy or a receiving order shall be made against an Operator or an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of an Operator or for the purposes of an Administration of an Operator or if an Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with its creditors or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy, then non-payment of any Charges which have been incurred as at the date thereof shall be deemed to be a default of payment for the purposes of Section 88 of the Civil Aviation Act 1982.
- 13.24 The Operator shall not, without the prior written consent of the Company, be entitled in respect of any claim it may have against the Company to make any set-off against or deduction from the Charges. All Charges must be paid in full pending resolution of any such claim.
- 13.25 The Company shall not be liable to any Operator or Handling Agent in respect of any Loss suffered by the Operator or Handling Agent by reason of any aerodrome service, assistance or facility not being available to them except where provided otherwise in any legally binding agreement made between the Company and any Operator or Handling Agent.
- 13.26 Subject to 13.9 above, each Operator will comply with and will ensure that their appointed Handling Agent complies with the fees, Charges and the Company's requirements as contained in the Ground Handling Licence, in relation to suppliers of ground handling at the Airport, copies of which are available from the Company upon request.

- 13.27 Operators will use or will ensure their appointed Handling Agent use common user equipment provided by the Company for checking in passengers at the Airport.
- 13.28 The Contracts (Rights of Third Parties) Act 1999 is specifically excluded from the Terms.
- 13.29 The Airport operates a system of generic service standards that define the standard of service provisions for certain elements of the Airport's infrastructure.
- 13.30 Each Operator, Airline and Handling Agent are, in addition to and without prejudice to the indemnities contained in the Terms, prior to the provision of service / operations at the Airport, required to:
- a. take out and maintain a policy in respect of comprehensive legal liability insurance covering the liability of the Operator, Airline or Handling Agent covering all claims, including all airside locations / activities and for personal injury to or death of persons, damage to property including airside motor vehicle operation, war and terrorism cover all arising out of or in the course of or by reason of the supply of the operations / services and which insurance shall cover any legal liability which may be incurred by the Operator, Airline or Handling Agent or any of its employees or agents in respect of any Loss or damage to any property (whether real or personal to whomsoever belonging and including any financial or consequential loss) of whatever nature and howsoever arising in connection with the operations / services;
 - b. ensure that the actual level of insurance cover purchased is at a level which will be determined according to type / location of the operation / service to be provided and will be advised to the Operator, Airline or Handling Agent on request but in any event the insurance shall fall within the following bands:
 - i) not less than £100,000,000 GBP (One Hundred Million Pounds) public liability unless an alternative limit has been agreed by the Company subject to type / location of operation / service;
 - ii) unlimited liability in respect of non-airside private motor vehicle bodily injury / private motor vehicle property damage;
 - iii) not less than £5,000,000 GBP (Five Million Pounds) commercial vehicle third party property damage;
 - iv) not less than £10,000,000 GBP (Ten Million Pounds) employers liability.
- 13.31 The minimum sums insured shall apply in respect of any one occurrence or series of occurrences arising out of one event but unlimited during the period of the policy.
- 13.32 The Operator, Airline or Handling Agent are required to produce for the inspection of the Company the said policies or evidence thereof and a receipt for the premium paid prior to commencing operations / services and immediately following the annual renewal thereof during the Operator's, Airline's or Handling Agent's continued presence at the Airport.
- 13.33 The Operator, Airline or Handling Agent shall also require its insurers or underwriters to note the interest of the Company as an additional insured party on such policies and assign to the Airport Company all sums which may become due under the policies in respect of or on account of the indemnities hereafter contained or any claim to which the same may apply and provide a waiver of subrogation to the Company.

14. Miscellaneous

- 14.1 All charges apply to departing Aircraft and/or Passengers (unless otherwise stated).
- 14.2 All charges are due on departure (subject to provisions regarding diversions).
- 14.3 All times are local.
- 14.4 The Passenger Facilities Charge (PFC) and the Passenger Security Charge (PSC) apply to Aircraft and/or Combi-Aircraft that carry Passengers.
- 14.5 Words denoting the singular number only shall include the plural and vice versa.
- 14.6 Words denoting the masculine gender include the feminine and neuter and vice versa. The expression 'persons' shall include any individual, partnerships, joint ventures, firms, businesses, companies, unincorporated associations and corporations and vice versa.
- 14.7 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and all statutory instruments made pursuant to it.

15. Definitions

Air Traffic Service (ATS) Charge means the charges referred to in Section 4.

Aircraft includes fixed wing aircraft and helicopters plus any parts and accessories, equipment and stores.

Aircraft Parking Charge means the Charges referred to at Section 5.

Airline includes Operator, alliance / codeshare partner, franchisee and a subsidiary carrier of Operator.

Airport means Manchester Airport.

All-Inclusive Charge means the charge payable by Passengers qualifying for the New Route Incentive in lieu of PFC, PSC, Runway Charge, ATS Charge and Aircraft Parking Charge.

AMOSS means the airport management and operational support system.

Charges means the Charges referred to in Sections 1 to 11 as amended or notified from time to time.

Capacity Available For Sale means the total seat capacity available for sale from the Airport to a Final Destination Airport.

City Pair Airports means if more than one airport is located in a 30 mile radius (as defined by the OAG Official Airline Guides) of a city or town, both or all airports shall be treated as a City Pair.

Claim includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.

Combi-Aircraft means an aircraft that is configured for both fare-paying passengers and main deck cargo.

Company means Manchester Airport Plc and any other company that is also a member of its Group operating at Manchester Airport.

Disabled Persons and Persons of Reduced Mobility Charge (PRM) means the Charge referred to in Section 8.

Final Destination Airport means the final destination on any Route from Manchester Airport (Non-stop service or Multi-Sector service) that is reached without changing Aircraft and / or flight number.

Force Majeure means in relation to either the Airport or an Airline, acts of God, acts of any governmental or supernatural authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, strike, lockout or industrial action.

Freight Aircraft means an Aircraft on which no fare-paying passenger is carried and is configured only to carry cargo.

Group means Manchester Airport PLC, any subsidiary of Manchester Airport PLC, any holding company of Manchester Airport PLC and any subsidiary of any holding company of Manchester Airport PLC, from time to time. The words "subsidiary" and "holding company" shall have the same meaning as in section 736 of the Companies Act 1985.

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

Incentives means the range of discounts outlined in Section 7.

Injury includes injury, sickness and death.

Intermediate Airport means any destination between the Airport and the Final Destination Airport for which seats may be sold from the Airport or for which seats may be sold to the Final Destination Airport on the same Aircraft / flight number.

Loss includes direct loss, indirect loss, consequential loss, loss of profits, loss of business and loss of goodwill, damage, including damage to business, any reference to the making of payment by the Company and a reference to the incurring of any expense by the Company.

Maximum Take Off Weight Authorised means the maximum weight of the Aircraft and its contents at which the Aircraft may take-off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However, if the certificate indicates a maximum take off weight at which the Aircraft may taxi, that weight shall be taken to be the Maximum Take Off Weight Authorised. The charge for helicopters will be the same as that for a fixed wing Aircraft of the same Maximum Take Off Weight Authorised.

Multi-Sector Service means a flight that stops at an Intermediate Airport between the Airport and the Final Destination Airport.

New Route means any Airport that satisfies the conditions described in Section 7.2.

Non-Scheduled Movement for VAT purposes means an Aircraft movement that is not run either according to a published timetable or operated so regularly or frequently as to constitute a recognisable systematic series of flights.

Non-Stop Service means a flight between the Airport and another airport without a stop at any destination in-between except for the purposes of re-fuelling and where no passengers join or elect not to travel on the onward sector of the flight.

Off-Peak Period for FY07/08 the following time periods are classified as Off-Peak; 05:30 to 06:59, 13:00 to 15:59 and 19:00 to 22:59. For Freight Aircraft the Off-Peak Periods are 05:30 to 06:29, 10:00 to 15:59 and 20:00 to 22:59.

Off-Peak Rate means the rate applicable in the Off-Peak Periods.

Operator means the person, firm or company for the time being having the management of an Aircraft.

Passenger means Terminal Passengers, Transfer Passengers and Transit Passengers.

Passenger Aircraft means an Aircraft on which fare-paying passengers are carried.

Passenger Facilities Charge (PFC) means the charge referred to at Section 1.

Passenger Security Charge (PSC) means the charge referred to at Section 2.

QC Rating means the Quota Count Rating that is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data.

Remote Stand means an aircraft parking stand that has been designated as remote. A full list of the Remote Stands can be obtained from the Revenue Office at Manchester Airport on 0161 489 3709 or by e-mail at revenue@manairport.co.uk, on request.

Route means any route from the Airport to a Final Destination Airport.

Runway Charge means the charge referred to at Section 3.

Scheduled Service means services operated according to a published timetable, including those supplementary to them, and open to use by members of the public.

Seasons means Winter: 1 to 30 April 2008 inclusive and 1 November 2008 to 31 March 2009 inclusive. Summer: 1 May 2008 to 31 October 2008 inclusive.

Service means a Route operated to or from the Airport.

Standard Period means all other times that are not Off-Peak Periods.

Standard Rate means the rate applicable in the periods that are not Off-Peak.

Standby Aircraft means an Aircraft which is:-

1. based at the Airport; and
2. is designated by an Airline as a Standby Aircraft in accordance with these Terms; and
3. is not subject to a pre-planned flying programme to Route(s) to or from the Airport;
and
4. is used exclusively by the Airline for the purposes of replacing Aircraft operated by the same Airline which is prohibited from flying into or out of the Airport by reason of technical, mechanical or operational problems

Terminal Building means Terminal 1, Terminal 2 and Terminal 3 and includes concourses, shops, public areas, piers, aprons, etc.

Terminal Passenger means a passenger joining or leaving an Aircraft at the Airport. Terminal Passenger includes Transfer Passenger.

Terms means the terms and conditions contained in Sections 1 to 15 inclusive.

Tour Operator means the person, firm or company who has contracted seats on an Aircraft from the Operator for sale to the public and who must be a fully bonded CAA ATOL licence holder.

Transfer Passenger means a passenger identified by a Handling Agent who arrives at the Airport by one Aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another Aircraft and is treated as a Terminal Passenger.

Transit Passenger means a passenger who arrives in and departs from the Airport on the same Aircraft.

Manchester Airport
Manchester
M90 1QX