FEES & CHARGES FOR BIRMINGHAM AIRPORT EFFECTIVE FROM 1ST APRIL 2012

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This booklet sets out the General Conditions of Use of the Airport and the levels of charges, effective from 1st April 2012

Our charges are annually reviewed in order to appropriately reflect changing market conditions. The Airline Operators Committee at Birmingham is the official body used for consultation of the annual review of operating charges.

Paul Kehoe

Chief Executive Officer

1. PASSENGER LOAD SUPPLEMENT

A fee of £10.71 is payable per departing passenger from the Airport (excluding children under 2 years of age) on air transport aircraft movements including charter and air taxi aircraft.

2. PASSENGERS WITH REDUCED MOBILITY (PRM)

The charge is based upon the cost of providing assistance to arriving and departing passengers (including transits) with reduced mobility and is made on a departing passenger (including transits) basis at £0.34 per passenger.

3. GROUND HANDLING SYSTEM

The charge per departing passenger for ground handling systems is £0.10.

4. HOLD BAGGAGE SCREENING EQUIPMENT

The charge per departing passenger for hold baggage screening equipment is £0.30.

This charge does not include the operation of HBS which is a contract agreed through Airport Operators Committee (AOC) and charged separately.

5. RUNWAY CHARGES

5.1 Runway charges are levied on all departures and based on the Maximum Take-Off Weight of departing aircraft.

5.2 Standard Charge

£9.71 per tonne or part.

The company reserves the right to apply a minimum tonnage charge, between designated periods of any day.

5.3 Noise Violation Surcharge

i) Night Period (2330-0600 hours local time)

A surcharge equivalent to a runway charge will be levied against an operator should the night noise violation level of 87 dB(A) be exceeded on arrival or departure.

ii) Day Period (0601-2329 hours local time)

A surcharge of £500.00, plus a further £150.00 per full decibel over 92 dB(A), will be levied against an operator should the daytime noise level of 92 dB(A) be exceeded on departure.

A noise violation occurs when the above noise levels are exceeded at the noise monitors which are positioned at 6.5km from the start of roll. The Company reserves the right to amend or extend the noise control scheme at any time as appropriate.

5.4 Empty Positioning Flights

The standard runway charge will be rebated by 75% (for ATMs only).

For aircraft operating an empty positioning flight as a replacement for aircraft unable to operate a service to or from Birmingham Airport by reason of technical/mechanical/operational problems, the standard runway charge will be rebated by 100% (for ATMs only).

5.5 Flights Without Touchdown

For flights without landing but involving use of ATC equipment, Navaids or lighting, the standard runway and navigation charges will apply.

6. NAVIGATION CHARGES

Navigation services at Birmingham Airport are provided by ‘National Air Traffic Services Limited’. The charge for this service is £2.90 per tonne (or part) on all departures based upon the Maximum Take-Off Weight.

7. DIVERSIONS AND INBOUND ONLY FLIGHTS

For ATMs diverted to Birmingham Airport or consisting of inbound only ATMs (passenger, cargo and mail carrying sectors) runway charges, navigation charges and passenger load supplement (including PRM charges) will be charged on the arriving movement. The Airport does however reserve the right to charge on the departing movement where passengers have boarded at Birmingham Airport.

8. CREW TRAINING AND TEST FLIGHTS

8.1 A 75% rebate of standard fee per movement may be allowed.

The Minimum charge is £25.00 per movement.

Application for the rebate must be made, and approved in advance, on Form 11 which may be obtained on application to fees@birminghamairport.co.uk.

8.2 Crew Training

The Criteria to be met in order to qualify for the rebate, include:
(a) Flights are for the sole purpose of training or testing flight crew personnel.

(b) The pilot being trained or tested is under the instruction of a Civil Airline, a licensed air taxi operator or an authorised air training school for the purpose of satisfying the requirements of the various regulations for the operation of air transport aircraft; or when a professional pilot is flying to maintain his commercial licence and appropriate ratings.

8.3 Test Flights

The Criteria to be met in order to qualify for the rebate include:
(a) The flight is carried out shortly before the planned departure of the aircraft.
(b) The flight is not a Certificate of Airworthiness test.
(c) The flight takes off and lands at Birmingham Airport.

9. AIRCRAFT PARKING

9.1 For aircraft making a minimum of 1 chargeable departure per week, there is no charge for the first 2 hours of parking. Thereafter the following charges are for 24 hours or part for each period of parking.

Not over 3.5 tonnes	£2.70.....per 1/2 tonne
Not over 10 tonnes	£19.70.....flat rate
Not over 20 tonnes	£36.90.....flat rate
Not over 30 tonnes	£55.10.....flat rate
Not over 100 tonnes	£55.10..... + £11.14 per 10 tonnes (or part over 30 tonnes)
Over 100 tonnes	£133.10.....+ £10.05 per 10 tonnes (or part over 100 tonnes)

During any period of parking, the Airport reserves the right to require that the aircraft be moved to a different location upon the site at the aircraft operator's expense.

9.2 For aircraft making less than 1 chargeable departure per week, a rate of £4.00 per tonne will be charged for each 24 hour period or part. The Airport reserves the right to require that the aircraft be moved to a different location upon the site at the aircraft operator's expense. Discounts may be available against this charge by agreement with the Airport prior to the period of parking commencing.

10. GROWTH INCENTIVES

Birmingham Airport welcomes airlines wishing to develop their services and may offer discounts to the published charges in order to encourage this.

Please contact the Air Services Development team for details at airservicesdevelopment@birminghamairport.co.uk or on 0121 767 8480.

11. SPILLAGES

Where there is a spillage involving hazardous substances, which requires the Company to take prompt and immediate action to control, contain, remove, clean up or otherwise dispose of such substances then the Company shall have the right to recharge the operator, controller, storer and or owner of the said substances for any and all reasonable costs incurred by the Company, including but not limited to the provision of all materials, vehicles, manpower, equipment, disposal charges etc. deemed necessary in carrying out its obligations statutory, regulatory or otherwise.

Minimum Charge: £500.00

12. MISCELLANEOUS CHARGES

There is a minimum ½ hour charge unless otherwise stated.

12.1 Fire Cover

For appliance and crew covering engine starting or refuelling .....per hour £140.00

12.2 Fixed Electrical Ground Power

Provision of ground power to aircraft is charged per departing ATM. The charge per ATM is levied on all departures and is based on the following groups which vary by aircraft weight.

Aircraft Group	Charge/ATM	Average weight in group (tonnes)	Example aircraft
1*	£28.60	309	B777
2	£14.05	202	A310/B767
3	£14.05	106	B757
4	£13.90	75	A321/B738
5	£13.80	51	B733
6	£13.80	13	Q400

For a full list of aircraft by group e-mail fees@birminghamairport.co.uk

*Group 1 aircraft require the use of two FEGP units

12.3 Labour/Cabin Crew Training/Fire Training - Price on application.

12.4 Transport (excluding driver) - Price on application.

12.5 Stand Cleaning

Charged at labour rates plus materials for cleaning soiled aircraft
stands e.g. fuel spillage, dumped hydraulic fluid, spilt sewage etc..... min charge £155.00

12.6 Aircraft Washbay

Western Apron (minimum charge one hour).....per hour £ 56.00
Stand 70 (minimum charge one hour).....per hour £ 78.00

12.7 Staff Car Park

Annual Charge..... £ 295.00

Replacement Pass (each)..... £55.00

12.8 Premium Car Parking

For the car park adjoining the Novotel – Annual Charge ..... £ 790.00

12.9 Airside Roads & Aprons and Manoeuvring Area Safety for Drivers

Initial Airside Roads and Aprons Driving Course (incl. permit valid for three years) .....£ 110.00
Refresher Airside Roads and Aprons Driving Course (incl. permit valid for three years) .....£ 60.00
Manoeuvring Area Driving Course (incl. permit valid for three years) .....£ 110.00
Issue of Permit only (incl. temporary and limited access permits) .....£ 25.00
Issue of Replacement Permit (Lost/Damaged) .....£ 50.00
Airside Familiarisation (carried out by Ops Training) .....£ 50.00
Non-attendance/late cancellation (less than 24-hours notice).....£ 75.00

12.10 Radiotelephony Courses

Initial Course (2 - 3 days. Max. 3 people) (cost per course)……..... £ 595.00
RT Instructors Course (2 days. Max. 2 people) …… ……£ 595.00
Non-attendance/late cancellation (less than 24-hours notice)…….....……..£ 75.00

12.11 Passenger Boarding Bridge Courses and permits

PBB Instructors Course (max. 2 persons. Incl. permit) .....£ 110.00
PBB Instructors assessment (Max. 1 person) .....£ 60.00
PBB Course (Max. 4 people. Incl. permit valid for two years. Extend and retract only, no contact with aircraft) £ 110.00
Issue of PBB permit only.....£ 25.00
Non-attendance/late cancellation (less than 24-hours notice).....£ 75.00

Enquiries relating to any of the above three sub-sections to be addressed to Operations Training Office on 0121 767 7242 / 7489.

12.12 Vehicle Pass - Airside

Annual Charge for:
Airside Equipment: Motorised .....£ 56.00
Private Vehicles .....£ 550.00
Lost/Stolen Pass Replacement.....£ 110.00
Unsurrendered (unrecovered) Pass.....£ 110.00
Change of Pass Details .....£ 16.00
Late renewal charge .....£ 53.00

12.13 Security Passes*

Seasonal Restricted Zone Pass - extended up to 5 years (from original application date)
at no additional charge if under continuous employment.....£ 56.00
New Restricted Zone Pass^.....£ 56.00
New Controlled Area Pass^.....£ 32.50
Renewal of Restricted Zone Pass^.....£ 44.00
Renewal of Controlled Area Pass^ .....£ 32.50

Escorted Restricted Zone Pass (5 – 60 days).....£ 32.50

Change of Pass Details £16.00

Replacement for Lost/Stolen Pass.....£110.00

Unsurrendered (unrecovered) Pass (non refundable).....£110.00

Swipe card .....£ 21.00

Landside Area Pass.....£32.50

Base transfer/internal transfer.....£16.00

Visitor Pass*.....£15.00

*Can be waived in special circumstances with the prior agreement of the Airport.

^Valid up to 5 years subject to qualifying status.

All enquiries to be addressed to ID Centre on 0121 767 7168.

12.14 Security Airfield*

Aircraft Search by arrangement on 0121 767 7314 .....£50.00

Aircraft Search (wide body) by arrangement on 0121 767 7314 .....£100.00
Other Security Services by arrangement on 0121 767 7314.

*Any changes to the requirements may necessitate changes to the charges levied.

12.15 Medical Services

Medical Visit (each).....£ 33.60

Airside Driving Medical.....£ 31.50

For enquiries regarding occupational health services please contact Santia on 02920 852 852 or bimingham.airport@santia.co.uk.

12.16 Security Training

Both the EU and the UK Government are currently considering the requirement for mandatory security training for all airside pass holders. Should such a requirement be enforced, a charge will be introduced by the Airport for the provision of such training.

Other specific training requirements are by arrangement with Security Training on 0121 767 7819.

12.17 Security Terminals

Provision of a search team for control of passenger access to Restricted Zone by dedicated access route. By arrangement on 0121 767 7314.

12.18 Property & Associated Services

All enquiries to be addressed to the General Manager Property Services on 0121 767 8089.

12.19 Dangerous Goods Loading Point (DGLP)

Per usage £200.00

12.20 Class 1 Compass Base

Per compass calibration (maximum aircraft size is Embraer 195) £1,195.00

13. MINIMUM INVOICE CHARGE

There is a minimum invoice charge of £50.00

14. CREDIT CARD PAYMENTS

For payment of charges by credit card, a £2.5% fee will apply.
By telephone: 0121 767 7117.
0800 hrs to 1600 hrs Monday to Friday.

15. CREDIT TERMS

If a credit facility has been agreed with the operator, invoices will be issued weekly and payments should be made no later than the due date as shown on invoice.

16. VALUE ADDED TAX

Charges are exclusive of Value Added Tax which will be charged separately on invoices in accordance with HM Customs and Excise regulations.

17. CHARGES ENQUIRIES

Additional copies of this booklet can be obtained from the Birmingham Airport website. Enquiries should be directed to fees@birminghamairport.co.uk or:

The Finance Department,
Birmingham Airport,
Diamond House,
Birmingham,
B26 3QJ, United Kingdom.
Tel: 0121 767 7116/7117/7118
Fax: 0121 767 7092

18. AIRLINE HANDLING AGENTS

18.1

Blue City Aviation	Tel: 0121 782 9300 Fax: 0121 782 9301
Menzies Aviation	Tel: 0121 767 8680 Fax: 0121 767 8683
Servisair UK Limited	Tel: 0121 767 7777/7772 Fax: 0121 767 7788
Signature Flight Support UK Regions Limited	Tel: 0121 782 1999 Fax: 0121 782 1899
Swissport	Tel: 0121 767 7741 Fax: 0121 781 0020

18.2 Ad-hoc Aeronautical Charges

Collection of ad-hoc aeronautical charges may be arranged through Signature Flight Support acting as agents for Birmingham Airport Limited.

Tel: 0121 782 1999
Fax: 0121 782 1899

19. CONDITIONS OF USE

1) Birmingham Airport (hereinafter called the Airport) is operated by Birmingham Airport Limited (hereinafter called the Company).

2) The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. The Company draws the attention of potential users of the Airport to clauses (16), (20) and (21) of the Conditions of Use which exclude the Company's liability to certain circumstances. The Company considers these clauses to be reasonable.

3) The use of Birmingham Airport is subject to:-

a) Compliance with local flying restrictions and remarks published from time to time in the AGA section of the United Kingdom Air Pilot. Every operator of aircraft using the Airport shall ensure at all times that aircraft are operated in a manner circulated to cause the least disturbance practicable in areas surrounding the Airport. In particular your attention is drawn to the requirements of the night flying policy (including day and night noise violations) and the airside safety management policy.

b) Compliance with instructions, orders or directions published from time to time by the Airport.

4) Wake Vortex - Airlines intending to operate at Birmingham Airport should be aware of the possibility of Wake Vortices from their Aircraft. Wake Vortex has the potential to cause damage to properties and injury to people. Wake Vortex damage has been reported both on arrival and departure. The Company operates a vortex protection scheme in the communities most affected by operations, and undertakes to be the initial point of contact for claims arising from vortex damage. The Company also operates an ANOMS system to identify the party which caused a particular incident. More information on known Wake Vortex incidents, and on our monitoring systems, can be obtained by contacting the Company's Environment Team on 0121 767 7454. Airlines are advised that it is a condition of use that they accept liability for any damage, injury and administrative overheads as a result of vortices from their aircraft.

5) The operator shall pay the appropriate charges for runway use and the parking or housing of aircraft. The operator shall pay the PLS and related passenger charges defined by the destination of the departing flight. The operator shall also pay for any supplies, services or facilities provided to him or the aircraft at the Airport by or on behalf of the Company. The charges for runway use and the parking or housing 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.

Note: the expression 'operator' in relation to an aircraft includes the owner thereof and any person for the time being having the responsibility for the management of that aircraft.

6) Where provided, all operators must pay the appropriate charges for shared use systems (whether utilised or not). For clarity, shared use systems includes ground handling system (GHS) and 100% hold baggage screening systems (HBS).

7) Maximum Take-Off Weight (MTOW) - the greater of (i) the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Airworthiness for the time being in force in respect of the aircraft; or (ii) the maximum total weight at which the aircraft may taxi as indicated in the relevant Certificate of Airworthiness. Where Charges relate to aircraft weight they will be assessed on the basis of the MTOW rounded up to the next tonne. Where the Certificate of Airworthiness information is not available the Airport reserves the right to use the UK Aircraft Register (database) maintained by the UK CAA or JP Airline Fleets International or another credible source as determined by the Airport from time to time.

8) The charges referred to in clause (4) shall accrue from day to day and unless some other arrangement has been agreed in writing by the Managing Director of the Company, shall be payable to the Company, whether a demand has been made or not, before the aircraft departs from the Airport.

9) Without prejudice to its statutory rights pursuant to Section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company, 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 the Company, the Company shall have a continual lien both particular and general upon the aircraft, its parts and accessories, 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 aircraft of which the operator of that aircraft is the operator at the time when the lien is exercised. Without prejudice to the rights of the Company to detain the aircraft (whether pursuant to these conditions, the said Section 88 or otherwise) the said lien shall not be lost by reason of the aircraft departing from land under the Company's control 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.

10) If payment of any charges is not made to the Company within fourteen 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 Company shall be at liberty from time to time and in such manner as it shall think fit, to sell, remove, destroy or otherwise dispose of the aircraft and any of its parts and accessories in order to satisfy any such lien.

11) 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, by leave of the Court, sell the aircraft in order to satisfy the charges and costs incurred in detaining, keeping and selling the aircraft including expenses in connection with the application to the court.

12) Operators who have not previously entered into credit arrangements with the Company and who wish to be afforded credit facilities should make an application in writing to the Managing Director in advance of operations.

13) All pilots must ensure they have paid their airport charges prior to departing unless they have pre-arranged credit facilities.

14) Payment in full without retention or set off being made is due no later than the due date as shown on invoice, or in accordance with any other arrangements agreed by the Company. If any operator does not comply with these terms of payment the Company reserves the right to charge interest on any amount overdue at the rate of 4% over the National Westminster Bank plc base rate applicable from time to time and to withdraw all credit facilities without prior notice.

15) The Company retains the right to set off any credits, rebates and other payments due to the operator against any balances, whether due or not, owed by the operator to the Company.

16) The operator or his appointed handling agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the movement of his aircraft or aircraft handling by the agent at the Airport within 24 hours of each of those movements, including information about the number of terminal and transit passengers and the volume of cargo and mail embarked and disembarked at the Airport. The operator or his appointed handling agent shall also furnish without delay details of the maximum total weight registered with the CAA (or its equivalent body) in respect of each aircraft owned or operated by him.

17) Neither the Company nor any duly appointed officer, servant or agent shall be liable for loss of or damage to the aircraft, its parts or accessories, or any property contained in the aircraft, howsoever such loss or damage may arise, occurring while the aircraft is on the Airport or is in the course of landing or taking off at the Airport, or being removed or dealt with elsewhere for the purpose of clauses (8), (9) or (10) other than that which is attributable to wilful misconduct on the part of the Company.

18) The Company reserves the right at any time to amend, vary or discharge any of the terms and conditions set out herein. These Conditions of Use shall apply to all use of the Airport by aircraft and aircraft operators except to the extent that the operator and the Company have expressly agreed variations or amendments in writing to the contrary. In the event of inconsistency between these Conditions of Use and the agreed variations or amendments these Conditions of Use shall prevail.

19) The Airport Operators Association of which this company is a member, recommends a minimum of £1,000,000 of insurance cover for all aircraft using Association members' airports.

20) The Company requires:

a) The operator of vehicles requiring airside access shall comply at all times and in all respects with the Company's Control of Vehicles Airside Policy or any other such policy, amendments, variation etc. whatsoever as from time to time laid down by the Company in its absolute discretion.

b) The operator to take out and maintain at all times passengers and third party liability insurance in respect of any aircraft used or operated at the Airport by the operator in a sum which shall at no time be less than those levels of insurance specified as a minimum by the CAA (or other relevant body) in respect of any one event but shall in each case be at such levels to be reasonable by virtue of the type and size of aircraft used or operated by the operator at the Airport and the operator shall at times fully indemnify and keep indemnified the Company against any breach of this Clause 20 without prejudice to any other rights the Company shall have under the Terms and Conditions whether or not such rights are enforced by the Company.

21) The Company accepts liability for death or personal injury arising out of or which is attributable to acts of negligence by the Company, its employees, servants or authorised agents but not further or otherwise but subject to this the Company shall in no circumstances be liable to the operator for any physical or economical loss or other loss or damage to persons or property of any kind whatsoever whether direct, indirect or consequential as a result of any negligent act, omission, breach of contract or statutory duty by the Company, its employees, agents or authorised representatives. Further the operator shall at all times fully indemnify and keep indemnified the Company in respect of any death, personal injury or loss or damage of any kind whether direct, indirect or consequential caused wholly or in part by the operator, its employees, agents or authorised representatives.

22) The Company shall not be liable for any event or circumstances beyond its reasonable control including without limitation fire, explosion, flood, Act of God, Acts of any governmental or supra national authority, war, national emergency, riots, civil commotion, epidemic, Acts of terrorism, strikes, lock outs or other industrial disputes. The Company gives no warranty as to the continued use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict the access to the public to the Airport or any part thereof without incurring any liability to the operator.

23) The operator or his handling agent shall use the resources of the designated agent for the handling of passengers who require assistance through the Airport. The cost of the services will be recovered by the Airport on a departing passenger basis through the Passengers with Reduced Mobility (PRM) charge.

24) If in the opinion of the Company an operator regularly or intentionally fails to adhere to an allocated slot (either on arrival or departure) for reasons which are not beyond its control, then having first given the operator an opportunity to make representations, the company may prohibit that operator from using the Airport for a fixed period of time or may adopt such measure as it deems appropriate to ensure that the operator adheres to its slot.

25) Any operator of General Aviation, or whole plane cargo services, who operates without the prior permission of the Company during periods of peak congestion, as have been notified by the National Air Traffic Services (NATS) in the United Kingdom Air Pilot or a subsequent Notam, for the Airport, may be prohibited by the Company from operating during periods of peak congestion for a minimum period of 30 days, unless in the opinion of the Company the aircraft was required to land at the Airport because of an emergency or other circumstance beyond the control of the operator.

26) The conditions of use shall be construed in all respects in accordance with English Law.

Birmingham Airport is a limited company registered in England & Wales no. 2078273