Bristol Airport

Amazing journeys start here

Conditions of use

BRISTOL AIRPORT – CONDITIONS OF USE

1 INTERPRETATION

These Conditions of Use replace all previous editions of the Conditions of Use.

Subject to any variations agreed in writing, these Conditions of Use apply to all persons using goods and services provided for and on behalf of Bristol Airport.

In these Conditions of Use, the following words have the following meanings:

1.1 **"Aerodrome Manual"** means the Aerodrome Manual published by the Company from time to time.

1.2 **"Air Transport Movements"** are landings or take-offs of an Aircraft engaged in the transport of Passengers, cargo or mail on commercial terms. All scheduled and loaded charter movements are included.

1.3 **"Aircraft"** includes fixed wing aircraft and helicopters plus any aircraft documents carried in it (as defined by section 88(10) of the CAA 1982) and any parts and accessories, equipment and stores, whether or not the property of the Operator.

1.4 **"Airport"** means all land and buildings within the boundaries of Bristol Airport.

1.5 **"Airport Director"** means the Chief Executive Officer of the Company.

1.6 **"Airside Operating Procedures"** means the Airside Operating Procedures as referenced within the Aerodrome Manual.

1.7 **"Airside Vehicle Permit"** means the Airside Vehicle Permit as detailed within the Airside Operating Procedures.

1.8 **"Airside Vehicle Permit Scheme"** means the Airside Vehicle Permit Scheme as detailed within the Airside Operating Procedures.

1.9 **"CAA 1982"** means the Civil Aviation Act 1982 or any re-enactment or modification thereof.

1.10 **"Certificate of Airworthiness"** shall include any validations thereof and any flight manual or performance schedule relating to the Aircraft.

1.11 **"Claim"** includes any action, proceeding, demand, costs, charges and expenses of whatever kind or nature.

1.12 **"Company"** means Bristol Airport Limited, registered company number 2078692, whose registered office is Bristol Airport, Bristol, BS48 3DY.

1.13 **"CUTE"** means Common User Terminal Equipment.

1.14 **"Environmental Loss"** means any and all losses, damages, liabilities, claims, costs and expenses which arise directly or indirectly from any soil or groundwater contamination, including any losses, damages, liabilities, claims, costs and expenses which relate to any interruption or disruption to the business carried on by the Company, and any other losses incidental or consequential to soil or groundwater contamination.

1.15 **"Fees and Charges"** means the document entitled Fees and Charges in force at the airport from time to time, as published on our website www.bristolairport.co.uk or as otherwise notified to the Operator.

1.16 **"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.

1.17 **"Maximum Take-Off Weight Authorised"** in relation to an Aircraft means the maximum total weight of the Aircraft and its contents at which the Aircraft may take off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the Aircraft.

1.18 **"Operator"** in relation to an Aircraft means the person for the time being having the management of that Aircraft.

1.19 **"Passenger"** means any person carried on an Aircraft with the exception of the flight crew and cabin staff operating the Aircraft.

2 GENERAL CONDITIONS

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

(a) Compliance with the local flying restrictions, the Company's Aerodrome Manual, remarks published from time to time in the AGA Section of the United Kingdom Air Pilot, the Air Navigation Order 1989 (as amended from time to time) and all applicable statutory and other legal requirements;

(b) Compliance with airport bye-laws, instructions, orders, directions and codes as published from time to time by the Company, the Civil Aviation Authority or the Department for Transport, or such instructions as may be given or issued from time to time by, or on the authority of, the Airport Director; and

(c) All Operators of Air Transport Movements are required to submit schedule details to Airport Co-ordination Limited ("**ACL**"). The Airport's status level is SMA Level 2 (Scheduling Movement Advice).

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3 CHARGES

3.1 The Operator shall pay all appropriate charges (together the "**Charges**"):

(a) as set out in the Fees and Charges and these Conditions of Use; and

(b) for any supplies, services or facilities provided to it by or on behalf of the Company.

3.2 The Charges shall accrue from day to day and the Company may issue invoices on a weekly basis, or at such other intervals as the Company shall determine in its absolute discretion.

3.3 Where default is made in the payment of any Charges incurred in respect of any Aircraft, including but not limited to default as specified in Clauses 3.6, 3.8 and 3.9, such default shall be deemed to be a default of payment for the purposes of Section 88 of the CAA 1982 and the Company may exercise the rights contained in Section 88 of the CAA 1982 against that Aircraft and/or any other of the Operator's Aircraft.

3.4 Unless the Company in its absolute discretion requires earlier payment and notifies the Operator as such, or the Company has provided the Operator with formal written notification of agreed credit facilities, the Charges shall be payable immediately on accrual.

3.5 If the Company has provided the Operator with formal written notification of agreed credit facilities then, subject to Clauses 3.6, 3.8 and 3.9, the Charges shall be payable within twenty-one (21) days from the date of the invoice, or within such other period as agreed by the Company in writing (the "**Credit Period**").

3.6 Notwithstanding any other provision in these Conditions of Use or elsewhere, all Charges shall become payable immediately if:

(a) the Operator fails to make payment of any Charges in accordance with the terms of any agreement with the Company (including these Conditions of Use and any agreed credit facility) or the terms of any invoice issued to the Operator; or

(b) the Operator or any other person commences any proceedings or takes any action or omits to take any action which, in the opinion of the Company, could affect the ability of the

Operator to pay any Charges, and the Company notifies the Operator that the Charges have become payable immediately; or

(c) the Company believes that the Operator is or may become unable to pay any Charges, and the Company notifies the Operator that the Charges have become payable immediately;

and non-payment shall be deemed to be a default of payment at the date of such event for the purposes of Section 88 of the CAA 1982.

3.7 The Operator acknowledges and agrees that the Company may at its sole discretion and at any time require the Operator:

(a) to provide a bank guarantee to the Company to cover the Credit Period plus fourteen (14) days; or

(b) to pay a deposit to the Company of an amount equal to the anticipated Charges to be incurred and/or payable over the Credit Period plus fourteen (14) days.

3.8 In the event that the Operator:

(a) commits any act of bankruptcy; or

(b) has a receiving order made or any receiver (including an administrative receiver) or manager appointed against it or the whole or any part of its assets; or

(c) has any distress, execution, sequestration or similar process levied or enforced or sued out or upon or against the Operator or the whole or any part of its assets;

(d) makes an order or passes a resolution, whether voluntary or compulsory, for the winding-up or liquidation of the Operator; or

(e) goes into administration; or

(f) makes any assignment of its estate for the benefit of its creditors generally or any of them; or

(g) makes any arrangement or composition with its creditors generally or any of them; or

(h) is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(i) does any other act or takes any proceeding in law, or any third party does any act or takes any proceeding in law, having effects or results similar to or in formal preparation for any of the above;

then all Charges which have been incurred as at the date of such event shall become payable immediately and non-payment shall be deemed to be a default of payment at the date of such event for the purposes of Section 88 of the CAA 1982.

3.9 If the Company believes that any of the events in Clause 3.8(a) - (i) may occur and gives notice to the Operator, then all Charges which have been incurred as at the date of such notice shall become payable immediately and non-payment shall be deemed to be a default of payment at the date of such notice for the purposes of Section 88 of the CAA 1982.

3.10 The Company may in addition to the Charges payable charge interest on all Charges if the Operator fails to pay such sums either:

(a) by the date required in accordance with the credit facilities set out in Clause 3.5; or

(b) on the date that any sums became payable immediately in accordance with Clause 3.4 or Clauses 3.6, 3.8 or 3.9;

whichever date is earlier and such interest shall be calculated from the date when the Charges to which it relates were incurred until the date of payment of the Charges (both dates inclusive) at the base rate of Royal Bank of Scotland Plc for each day that such interest is payable plus four (4) per cent and such interest shall be payable immediately and paid at the same time as the Charges to which it relates. For the avoidance of doubt, such interest shall be payable in addition to the Charges payable under Clause 3.1. For the purposes of these Conditions of Use, non-payment of interest shall have the same effect as non-payment of Charges and shall be deemed to be a default of payment for the purposes of Section 88 of the CAA 1982.

3.11 Without prejudice to its statutory rights pursuant to Section 88 of the CAA 1982 or to any other right or remedy of the Company, so long as the Aircraft shall be upon the Airport (including but not limited to any land within the Airport allotted by or rented from the Company):

(a) the Company shall have a continual lien both particular and general upon the Aircraft for all charges of whatever nature and whenever incurred (including, but not limited to, the Charges) 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;

(b) the said lien shall not be lost by reason of the Aircraft departing from any land in the control of the Company (including the Airport) 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; and

(c) if payment of any such charge is not made to the Company within fifty-six (56) days after the date of detention, 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 in order to satisfy any such lien.

3.12 In the event that the Company and the Operator have agreed in this Clause 3 that any default of payment by the Operator shall be deemed to be a default of payment for the purposes of Section 88 of the CAA 1982, but for any reason whatsoever that Section does not apply, or only applies in part, the Operator agrees that the Company shall nevertheless hold all rights it would hold and may take any steps it would be able to take if that Section did in fact apply. In addition the Operator agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as the Company may at any time require for the purpose of giving full effect to such rights.

3.13 No Aircraft will be accepted for long-term parking unless agreement has been obtained in writing from the Airport Director or the nominated deputy.

4 OPERATOR OBLIGATIONS

4.1 The Operator or his Handling Agent shall furnish 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 of each of those movements, including Aircraft registration, information about the number of Passengers (both terminal and transit) and the volume of cargo and mail embarked and disembarked at the Airport, and the origin and destination of all passengers, cargo and mail.

4.2 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 Take-Off Weight Authorised in respect of each Aircraft owned or operated by the Operator. The Operator or his Handling Agent shall also furnish without delay information on any changes in the Maximum Take-Off Weight Authorised in respect of each Aircraft owned or operated by the Operator.

4.3 Where the Operator or its Handling Agent fails to provide the information required by Clause 4.2 the Company shall be entitled to assess the Charges payable by the Operator by reference to the Maximum Take-Off Weight Authorised for the Aircraft type and the Operator shall pay the charge so assessed by the Company.

4.4 The Operator will comply with and will ensure its appointed Handling Agent complies with the ground handlers operating licence in relation to provision of ground handling services at Bristol Airport.

4.5 The Operator will use or will ensure its appointed Handling Agent uses CUTE provided by the Company for checking in Passengers at the Airport.

4.6 The Operator or its appointed Handling Agent shall furnish to the Company within twenty one (21) days of written request made by the Company copies of the Aircraft load sheets to enable verification of all details with respect to the Passengers carried on any or all flights departing from the Airport during a specified period. This provision shall also apply to the furnishing of copies of

extracts from Aircraft flight manuals to enable verification of Aircraft weight and noise characteristics. The Operator shall, following a request in writing made by the Company, produce for inspection by any person duly authorised in writing by the Company the original copies of such documents.

4.7 The Operator or its Handling Agent shall ensure compliance with the Company's Airside Operational Procedures, including by providing a commitment through training to provide all its employees with the skills and competencies to work effectively and safely airside. If the bye-laws or licence conditions are broken, action against the Operator or Handling Agent or individual could include revoking of airside passes and/or their licence to operate.

4.8 The Operator or its Handling Agent shall ensure compliance with the Company's Airside Vehicle Permit Scheme. All vehicles and mobile equipment operating airside are to have an individual Airside Vehicle Permit to ensure that they are fully fit for the intended use and that their condition is such that they will not endanger vehicle users, other vehicles, pedestrians, Aircraft or property. Full details are available from the Company's Motor Transport Department.

5 RECOVERY OF AIRCRAFT

5.1 The Company shall have the right to remove or require the removal of any Aircraft from any part of the Airport where the Aircraft is in the opinion of the Airport Director in any way impeding the safe and efficient operation of the Airport.

5.2 The obligation to remove any Aircraft is an obligation of the Operator of that Aircraft, which shall take steps to remove any Aircraft immediately upon receiving written notice from the Airport Director requiring such removal ("**Notice**").

5.3 The Operator shall fully and effectively indemnify and hold harmless the Company from and against any and all loss, damage, costs, liabilities and expenses howsoever suffered or incurred as a result of any removal or failure to remove an Aircraft pursuant to Clause 5.2.

5.4 If the Operator is unable to comply with a Notice given by the Airport Director the Operator may request the Company to carry out the removal, and the Operator hereby indemnifies the Company in respect of all the costs of such removal and in respect of any loss, damage, costs, liabilities and expenses which may be suffered or incurred by the Company in carrying out such removal, and including any liability for loss or damage to property, including that belonging to the Company or to any third party, and in addition waives and excludes any liability on the part of the Company to the Operator for loss or damage caused to the Aircraft by such removal other than any which is properly attributable to the wilful misconduct of the Company, its servants or its agents.

5.5 The Company reserves the right at its absolute discretion to carry out such Aircraft removal where in the opinion of the Airport Director time is insufficient to submit a Notice pursuant to Clause 5.2 and safety at the Airport is jeopardised.

5.6 The Operator shall fully and effectively indemnify and hold harmless the Company against any and all loss, damage, costs, liabilities and expenses that may be suffered or incurred by the Company in carrying out any Aircraft removal pursuant to Clause 5.5.

6 NOISE OBLIGATIONS

6.1 Noisy Aircraft

The Operator acknowledges and agrees that civil subsonic jet aircraft with a maximum take off mass of 34,000kg or more (or with more than 19 passenger seats) operating in the UK are required to comply with the standards specified in Part II, Chapter 3, Volume 1 of Annex 16 to the Convention on International Civil Aviation, second edition (1988) in accordance with Directive 2006/93/EC of the European Parliament. Aircraft not meeting this requirement are prohibited from operating at any UK airport unless granted an exemption by the UK Civil Aviation Authority.

6.2 Night Noise Quota

The requirements to ensure compliance with the planning conditions relating to night flying in the 2011 planning permission for development of the airport are as follows:

(a) Aircraft with a quota count of 4 shall not be permitted to land or take off between 23:00 and 06:00;

(b) Aircraft with a quota count of 8 or 16 shall not be permitted to land or take off between 23:00 and 07:00;

(c) Aircraft arriving and departing the Airport between 23:30 and 06:00 are subject to a night quota system. Aircraft may only land or take off between these hours if the operator has obtained prior approval from Airport Coordination Limited (ACL) or via the Terminal Duty Manager.

The requirements above shall not apply to any movement made in an emergency consisting of an immediate danger to life or health, whether human or animal.

The ‘quota count’ means the amount of the quota assigned to one take-off or to one landing by any Aircraft, this amount being related to its noise classification as specified below:

Noise Classification	Quota Count
< 90 EPNdB	0.5
90 – 92.9 EPNdB	1
93 – 95.9 EPNdB	2
96 – 98.9 EPNdB	4
99 – 101.9 EPNdB	8
> 101.9 EPNdB	16

7 INSURANCE

7.1 Each Operator and Handling Agent shall, in addition to and without prejudice to any other obligations contained in these Conditions of Use, prior to the provision of service or operations at the Airport:

(a) take out and maintain a policy in respect of comprehensive legal liability insurance covering the liability of the Operator or Handling Agent and any of their employees or agents covering all Claims, including all airside locations and activities, for:

(i) personal injury to or death of persons; and

(ii) any loss or damage to any property (whether real or personal to whomsoever belonging) of whatever nature and howsoever arising in connection with the operations and/or services (and including, but not limited to, airside motor vehicle operation, war and terrorism);

all arising out of or in the course of or by reason of the supply of the operations and/or services in connection with these Conditions of Use; and

(b) ensure that the actual level of insurance cover purchased is at a level which will be determined according to type and location of the operation and/or service to be provided and will be advised to the Operator 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 and location of operation and/or service;

(ii) unlimited liability in respect of non-airside private motor vehicle bodily injury and private motor vehicle property damage;

(iii) not less than £5,000,000 GBP (Five Million Pounds) commercial vehicle third party property damage; and

(iv) not less than £10,000,000 GBP (Ten Million Pounds) employers liability.

7.2 The minimum sums insured shall apply in respect of any one occurrence or series of occurrences arising out of one event but in the annual aggregate in respect of products legal liability. .

7.3 The Operator or Handling Agent shall be 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 and/or services and immediately following the annual renewal thereof during the Operator's or Handling Agent's continued presence at the Airport.

7.4 The Operator 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 in relation to their operations at the Airport.

7.5 The Operator or Handling Agent shall notify the Company in writing as soon a reasonably practicable (and in any event no later than seven days) in the event that:

(a) The policy terms and conditions or schedules of the insurances referred to in clause 7.1(b) are altered or amended in any way by the Operator or Handling Agent or by their insurers or underwriters;

(b) The Operator's or Handling Agent's insurers or underwriters refuse to indemnify any claim submitted;

(c) The Operator's or Handling Agent's insurers or underwriters void any insurance policy in relation to the Operator's or Handling Agent's operations at the airport;

(d) The Operator's or Handling Agent's insurers or underwriters impose a reservation of rights in respect of any claim submitted in relation to operations at the airport; and

at the same time, produce for the inspection of the Company documents confirming the same.

8 SET OFF

8.1 The Operator shall not, without the written consent of the Company, be entitled in respect of any Claim it may have against the Company or otherwise to make any set-off against or deduction from the Charges. All Charges must be paid in full pending resolution of any such Claim.

8.2 The Company may at any time or times set off any liability of the Operator to the Company (including, but not limited to, the Charges) against any liability of the Company to the Operator, whether any such liability is present or future (whensoever arising), liquidated or unliquidated, under these Conditions of Use or not and irrespective of the currency of its denomination. Any exercise by the Company of its rights under this Clause 1.1 shall be without prejudice to any other rights or remedies available under these Conditions of Use or otherwise.

9 LIABILITY

9.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:

(a) any breach of any agreement incorporating these Conditions of Use; and

(b) any representation, statement or tortious act or omission (including negligence or nuisance or statutory duty) arising out of or in connection with these Conditions of Use.

9.2 All warranties, conditions and other terms implied by statute or common law are excluded from these Conditions of Use to the fullest extent permitted by law.

9.3 Nothing in these Conditions of Use excludes or limits the liability of the Company for:

(a) death or personal injury caused by the Company's negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability or to limit or attempt to limit liability under any statute, treaty, convention, regulation or other legislative or quasi-legislative rule.

9.4 Subject to Clauses 9.2 and 9.3:

(a) the Company shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(x) any loss of or damage to the Aircraft or any property contained in the Aircraft, while the Aircraft is:

(A) on the Airport;

(B) in the course of landing or taking off at the Airport, or

(C) being removed or dealt with elsewhere for the purposes of Clause 5 above;

unless done by the Company with the intent to cause damage or recklessly and with the knowledge that damage would probably result; or

(xi) any loss suffered by reason of any aerodrome service, assistance or facility not being available due to circumstances beyond the Company's reasonable control including, without limitation:

(A) labour disputes;

(B) strikes or lock-outs between a party and its employees;

(C) adverse weather conditions;

(D) air traffic control restrictions or availability;

(E) acts or threats of terrorism;

(F) runway incidents;

(G) mechanical failure; or

(H) exceptional diversion of or landing of Aircraft at the Airport (including, but not limited to, those due to bad weather or traffic congestion);

(b) neither the Company nor its servants or agents shall be liable for, and shall be kept indemnified by the Operator against, any and all costs, Claims, damage, loss or injury of any description due to, or arising out of, the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property, or the Operators' servants or agents on or at the Airport, unless done by the Company with the intent to cause damage or recklessly and with the knowledge that damage would probably result. Without prejudice to the generality of this Clause, the Company shall have no liability to the Operator or to any other person in respect of any Claims made or compensation payable to any persons for delays in or cancellations to Aircraft departures or arrivals including under EC Regulation No. 261/2004 (common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights), or any Regulation which may succeed it, or in respect of any direct, indirect or consequential loss of the Operator in connection with such delay or cancellation; and

(c) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any obligations subject to these Conditions of Use shall be limited to £100,000,000 GBP (One Hundred Million Pounds)

9.5 The employment of a Handling Agent will not absolve the Operator from any liability under the Conditions of Use. Neither the Company nor its servants or agents shall be liable for, and the Operator shall indemnify and hold the Company harmless against, all costs, Claims, damage, loss

or injury of any description due to, or arising out of, the activities of the Operator's appointed Handling Agent.

9.6 The Operator undertakes to indemnify the Company and to hold the Company harmless on an after-tax basis against any and all Environmental Losses actually incurred or sustained by the Company or the Airport through any action or omission to act of the Operator or its Handling Agent, agents, subcontractors or servants.

10 AUTHORITY TO BOARD AIRCRAFT

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

11 VARIATIONS

11.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge any or all of the Fees and Charges and/or these Conditions of Use.

12 ASSIGNMENT

12.1 The Company may at any time assign, transfer, charge or deal in any other manner with these Conditions of Use, any part of them or any agreement covered by them, or sub-contract any or all of its obligations.

12.2 The Operator and Handling Agent shall not be entitled to assign these Conditions of Use, any part of them or any agreement covered by them, or sub-contract any or all of its obligations, without the prior written consent of the Company.

13 FORCE MAJEURE

13.1 The Company shall have no liability under these Conditions of Use if it is prevented from, or delayed in performing, its obligations under these Conditions of Use or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of suppliers or any other party), failure of a utility service or transport network, act of God, acts of any governmental or supernational authority, war, national emergency, riot, civil commotion, acts or threats of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, epidemic, fire, flood, storm, adverse weather conditions, explosion, runway incidents, air traffic control restrictions or availability, default of suppliers or subcontractors, or exceptional diversion of or landing of Aircraft at the Airport.

14 GENERAL

14.1 Each right or remedy of the Company under these Conditions of Use is without prejudice to any other right or remedy of the Company whether under these Conditions of Use or otherwise.

14.2 Nothing in these Conditions of Use shall prejudice any rights of the Company under any statute, including but not limited to the Civil Aviation Act 1982 and any re-enactment or modification thereof.

14.3 If any provision of these Conditions of Use is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions of Use and the remainder of such provision shall continue in full force and effect.

14.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions of Use shall not be construed as a waiver of any of its rights under these Conditions of Use.

14.5 Any waiver by the Company of any breach of, or any default under, any provision of these Conditions of Use by the Operator shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Conditions of Use.

14.6 The parties to these Conditions of Use do not intend that any term of these Conditions of Use or any agreement covered by these Conditions of Use shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.7 The formation, existence, construction, performance, validity and all aspects of any agreement covered by these Conditions of Use shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts, except that it is agreed for the benefit of the Company that the submission to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of the Company to bring legal proceedings in any other court of competent jurisdiction including, without limitation, the court having jurisdiction by reason of the Operator's domicile or establishment. Legal proceedings by the Company in any one of more jurisdiction shall not preclude legal proceedings by it in any other jurisdiction by way of substantive action, ancillary relief, enforcement or otherwise.