

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 Operators Procedure 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 **"Applicable Law"** includes common law and any decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed).

- 1.10 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for business in London.
- 1.11 **"CAA 1982"** means the Civil Aviation Act 1982 or any re-enactment or modification thereof.
- 1.12 **"Certificate of Airworthiness"** shall include any validations thereof and any flight manual or performance schedule relating to the Aircraft.
- 1.13 **"Claim"** includes any action, proceeding, demand, costs, charges and expenses of whatever kind or nature.
- 1.14 **"Company"** means Bristol Airport Limited, registered company number 2078692, whose registered office is Bristol Airport, Bristol, BS48 3DY.
- 1.15 **"Confidential Information"** the existence and substance of all information or data provided to either party by or on behalf of the other party or by a third party with the authority of that other party in connection with these Conditions of Use or any agreement covered by them, in any form or medium (whether in writing, orally, electronically or by any other means), whether before or after the commencement date of any agreement covered by these Conditions of Use and whether relating to the past, present or future, (including without limitation information of a commercial, marketing, financial, technical, operational or other nature intentions, ideas, plans, proposals, results, investigations, research, surveys, operations, processes, reports, statistics, know-how, trade secrets, software including source code, intellectual property rights and the terms of these Conditions of Use, any agreement covered by them and any documents referred to in them).
- 1.16 **"CUTE"** means Common User Terminal Equipment.
- 1.17 **"Data Protection Laws"** means the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **General Data Protection Regulation**) together with any legislation amending, supplementing or replacing the General Data Protection Regulation including but not limited to the Data Protection Act 2018 or otherwise in force from time to time in the United Kingdom relating to the privacy and/or processing of Passenger Data.
- 1.18 **"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.
- 1.19 **"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.

- 1.20 **"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.
- 1.21 **"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.
- 1.22 **"Model Clauses"** means the standard contractual clauses for the transfer of personal data to a processor outside the European Economic Area in the form adopted and approved by the European Commission from time to time.
- 1.23 **"Operator"** in relation to an Aircraft means the person for the time being having the management of that Aircraft.
- 1.24 **"Passenger"** means any person carried on an Aircraft with the exception of the flight crew and cabin staff operating the Aircraft.
- 1.25 **"Passenger Data"** means personal data (as that term is defined in the Data Protection Laws) provided by or on behalf of the Operator to the Company and which consists of the types of personal data relating to the categories of data subject described in Schedule 1: Personal Data.
- 1.26 **"Specified Purpose"** has the meaning set out in Schedule 1: Personal Data.
- 1.27 **"Data subject", "data controller", "data processor", "personal data", "processing", "appropriate technical and organisational measures" and "personal data breach"** shall bear the meanings given to those terms respectively in the Data Protection Laws.

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 Law including, for the avoidance of doubt, the maintenance of any licences or permits required pursuant to such 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 including for the avoidance of doubt any such charges referred to in any agreement which incorporates these Conditions of Use.
- 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 and its Handling Agent shall at all times use all reasonable endeavours to avoid taking any action which may adversely impact the Airport and the Company's commercial operations, including but not limited to any new restrictions on the number of duty free bags passengers may take on board.
- 4.7 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.
- 4.8 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.
- 4.9 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 Inspection Pass 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 inspection details are available from the Company's Motor Transport Department.

5 RECOVERY OF AIRCRAFT

- 5.1 In the event of a runway incident (including where an aircraft becomes bogged down) or where an Aircraft is otherwise disabled, the Airport Director (or his nominated representative) shall consider the extent to which:
- (a) the Aircraft impedes the safe and efficient operation of the Airport; and/or
 - (b) the Aircraft obstructs the public; and/or
 - (c) the Operator is willing and able to safely remove the Aircraft in a timely manner,
- and shall notify the Operator whether the Company or the Operator shall be responsible for its removal.
- 5.2 The Company reserves the right at its absolute discretion:
- (a) to require the Operator to carry out such Aircraft removal pursuant to Clause 5.1; and

(b) to take responsibility for removal of the Aircraft if, having directed that the Operator is responsible for its removal, the Operator subsequently fails to demonstrate that the Aircraft will be removed in a safe and timely manner.

5.3 The Operator shall fully and effectively indemnify and hold harmless the Company (along with its representatives and employees) against any and all claims, demands, loss, damage, costs, charges, liabilities and expenses that may be suffered or incurred by the Company (along with its representatives and employees) in carrying out any Aircraft removal pursuant to Clause 5.1.

5.4 The Operator shall fully and effectively indemnify and hold harmless the Company (along with its representatives and employees) from and against any and all claims, demands, loss, damage, costs, charges liabilities and expenses howsoever suffered or incurred by the Company (along with its representatives and employees) as a result of any removal or failure to remove an Aircraft pursuant to Clause 5.2.

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

(a) The Night Noise Quota Scheme is in place to manage night noise movements by incentivising quieter aircraft to operate at Bristol Airport. The requirements of the scheme have been implemented to ensure compliance with the planning conditions relating to night flying (as per Bristol Airport's 2011 planning permission). These are as follows:

- (i) Aircraft with a quota count of 4 shall not be permitted to land or take off between 23:00 and 06:00;
- (ii) Aircraft with a quota count of 8 or 16 shall not be permitted to land or take off between 23:00 and 07:00;
- (iii) 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 Airport Manager.

- (b) As defined within the airport’s planning conditions, the airport has dispensations relating to the above night flying controls. In accordance with these dispensations the requirements above shall not apply to:
- (i) delays to aircraft which are likely to lead to serious congestion at the aerodrome or serious hardship or suffering to passengers or animals;
 - (ii) or delays to aircraft resulting from widespread and prolonged disruption of air traffic; and
 - (iii) if any take-off or landing which is made in an emergency consisting of an immediate danger to life or health, whether human or animal.

The term ‘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

The Night Noise Quota Scheme can be reviewed by the Airport from time to time however any changes will need to be made in conjunction with the Local Planning Authority as the scheme is legally binding.

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 as 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 VAT

8.1 All amounts payable under these Conditions of Use and any agreement covered by them are deemed to be exclusive of VAT. Where an amount payable under this Agreement constitutes consideration for a taxable or deemed taxable supply, the recipient of the supply shall, on receipt of an appropriate VAT invoice pay the supplying party the amount of VAT properly chargeable.

8.2 Where any party is required by this Agreement to reimburse or indemnify any other party for any cost or expense that party shall reimburse or indemnify the other party for the full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any relevant tax authority.

9 SET OFF

9.1 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.

9.2 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 (whenever 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 9.2 shall be without prejudice to any other rights or remedies available under these Conditions of Use or otherwise.

10 LIABILITY

10.1 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.

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

10.3 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.

10.4 Subject to Clauses 10.2 and 10.3:

- (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).

10.5 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.

- 10.6 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.

11 AUTHORITY TO BOARD AIRCRAFT

- 11.1 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.

12 CONFIDENTIALITY

- 12.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other and disclosed or obtained as a result of the relationship of the parties under these Conditions of Use or any agreement covered by them and shall not use nor disclose the same save for the purposes of the proper performance of these Conditions of Use of any agreement covered by them or with the other's prior written consent.
- 12.2 Where disclosure of Confidential Information is made to any employee, consultant, sub-contractor or agent, it shall be done subject to obligations equivalent to those set out in these Conditions of Use and, if applicable, any additional terms in any agreement covered by these Conditions of Use and each party agrees to ensure that if the other so requests prior to such disclosure such employee, consultant, sub-contractor or agent enters into an agreement containing obligations equivalent to those set out in this Clause 12. Each party shall use its best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. Each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made by it.
- 12.3 The obligations of confidentiality in this Clause 12 shall not extend to any matter which the disclosing party can show:
- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions of Use or any agreement covered by them;
 - (b) was in its written records prior to the commencement date of the relevant agreement covered by these Conditions of Use;
 - (c) was independently disclosed to it by a third party entitled to disclose the same; or

- (d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

13 VARIATIONS

- 13.1 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.
- 13.2 In the event of a change in Applicable Law which has a detrimental impact on the Company and/or the Airport, the Company shall be entitled to increase the Charges to reflect any additional expense which the Company has incurred as a result of such change in Applicable Law.

14 ASSIGNMENT

- 14.1 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.
- 14.2 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.

15 FORCE MAJEURE

- 15.1 The Company shall have no liability under these Conditions of Use or any agreement covered by them 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 supernatural authority, war, national emergency, riot, civil commotion, acts or threats of terrorism, malicious acts or 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.

16 DATA PROTECTION

- 16.1 With respect to the rights and obligations of the Company and the Operator under these Conditions of Use, the parties agree that in respect of:
 - (a) Passenger Data the Operator is the data controller and the Company is the data processor; and

- (b) all personal data other than Passenger Data exchanged pursuant to these Conditions of Use, each party is an independent data controller in respect of that personal data.
- 16.2 Each party agrees to comply with all Data Protection Laws in relation to any personal data that party processes as an independent data controller pursuant to the terms of these Conditions of Use. The Company agrees to comply, and to procure that its subcontractors comply, with all Data Protection Laws in relation to any Passenger Data processed by it and in respect of the Passenger Data, each party agrees that it shall not put the other party in breach of the Data Protection Laws.
- 16.3 Without limiting Clause 16.2, the Company agrees to:
 - (a) have in place appropriate technical and organisational measures against the unauthorised or unlawful processing of Passenger Data provided to the Company by or on behalf of the Operator and against accidental loss or destruction of, or damage to, such Passenger Data including by:
 - (i) taking reasonable steps to ensure the reliability of any personnel who have access to any Passenger Data;
 - (ii) ensuring that only authorised personnel have access to Passenger Data and that any persons authorised to have access to Passenger Data will respect and maintain all due confidentiality and be bound by appropriate duties of confidentiality;
 - (iii) ensuring a level of security that reflects the level of harm, damage and/or distress that might be suffered by the data subject to whom the Passenger Data relates in the event of a breach of the measures as set out herein;
 - (b) process the Passenger Data only on behalf of the Operator, only for the Specified Purpose and only in accordance with written instructions received from the Operator from time to time. The Company shall immediately notify the Operator if the Company believes that any such instruction infringes any applicable law;
 - (c) as soon as reasonably practicable, notify the Operator if it:
 - (i) receives from a Data Subject to whom Passenger Data relates a request for, or notice of, the exercise of that person's rights under the Data Protection Laws to access such Passenger Data or prevent certain processing; or
 - (ii) receives any complaint from, or request for or notice of, any investigation or assessment by the Information Commissioner in respect of any processing of Passenger Data (including, without limitation, any information, enforcement, assessment or monetary penalty notice, or any warning that such a notice may be

issued), save to the extent that such notification is prohibited by the Data Protection Laws or the Information Commissioner; or

- (iii) receives any other communication relating directly or indirectly to the processing of any Passenger Data in connection with these Conditions of Use;

and together with such notice, provide to the Operator a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice or the unauthorised or unlawful processing, loss or destruction of, or damage to, the Passenger Data (as the case may be);

- (e) promptly provide to the Operator such information, co-operation and assistance as the Operator may from time to time reasonably require to enable the Operator to comply with its obligations under the Data Protection Laws as a Data Controller in respect of any Passenger Data (including, without limitation, to comply with any request or notice referred to at Clause 16.3(a)(i)); and
- (f) provide the Operator and its representative(s) on reasonable notice, and the Information Commissioner on such notice as may be requested by the Information Commissioner in accordance with the Data Protection Laws, with such access to its premises, personnel, systems and records (including, without limitation, for the purposes of making copies of those records) as the Operator and/or the Information Commissioner may reasonably require in order to inspect the Company and the Company's activities with respect to the processing of the Passenger Data and audit its compliance with this Clause 16 and the Data Protection Laws.

16.4 In addition to its obligations under Clauses 16.2 and 16.3, the Company agrees that it shall:

- (b) not allow any subcontractors or other third parties to have access to, receive or process Passenger Data without obtaining prior written consent from the Operator (such consent to be at the Operator's sole discretion), and for these purposes, the Operator hereby consents to the subcontractors identified in Schedule 1: Personal Data;
- (c) where the Operator gives consent pursuant to Clause 16.4(a), the Company shall ensure that each subcontractor enters into a written agreement undertaking to the Company in equivalent terms to those contemplated to be given by the Company to the Operator and described in this Clause 16;
- (d) not and its subcontractors shall not transfer any Passenger Data outside the European Economic Area:
 - (i) without obtaining prior written consent from the Operator (such consent to be at the Operator's sole discretion); and

- (ii) only to the extent and for such time as the recipient of the Passenger Data has in place a set of relevant Model Clauses signed with the Operator;
 - (e) notify the Operator promptly (and in any event, no later than two (2) Business Days) upon becoming aware of a personal data breach and promptly provide such information and assistance as is reasonably required by the Operator in order for the Operator to react and respond to that personal data breach in accordance with its obligations under, and within the timeframes specified by, the Data Protection Laws;
 - (f) keep full and accurate records of all elements of its processing of the Passenger Data;
 - (g) upon the cessation of the Operator's activities at the Airport, the Company shall at the election of the Operator, return or destroy all Passenger Data provided to it by the Operator. If the Company is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy, it shall notify the Operator in writing of that retention.
- 16.5 Each party shall promptly following the date of these Conditions of Use, inform the other of the name and contact details of its Data Protection Officer, or where such party does not have a Data Protection Officer, the nominated individual with responsibility for data protection.
- 16.6 The Operator shall ensure that it has and shall maintain as current certification under ISO 27001:2013. If the Operator is not certified under ISO 27001:2013, the Operator shall ensure that it meets the requirements of that standard in respect of its information security management systems and shall further ensure that it has obtained and maintains as current a Cyber Essentials Certificate in respect of its cyber security measures.

17 ANTI-CORRUPTION

- 17.1 Each Operator and Handling Agent shall comply with the Bribery Act 2010 and all other applicable anti-bribery and corruption laws.
- 17.2 Each Operator and Handling Agent undertakes, warrants and represents that neither it or any of its officers, employees, agents or subcontractors has:
- (a) accepted, solicited, agreed to receive, promised, offered or given a bribe, facilitation payment, kickback or other improper payment; or
 - (b) committed an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws.
- 17.3 Each Operator and Handling Agent shall notify the Company immediately if it becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of their obligations under Clause 17.2.

- 17.4 Each Operator and Handling Agent shall indemnify the Company against any losses, liabilities, damages, costs and expenses incurred by the Company as a result of any breach of Clause 17.1 or 17.2.

18 MODERN SLAVERY

- 18.1 Each Operator and Handling Agent shall comply with the Modern Slavery Act 2015, the Company's Modern Slavery Policy (<https://www.bristolairport.co.uk/about-us/who-we-are/our-policies/modern-slavery-act>) and all other applicable anti-slavery and human trafficking laws, statutes and regulations.
- 18.2 Each Operator and Handling Agent undertakes, warrants and represents that neither it or any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 ("**a MSA Offence**"); or
 - (b) been notified that it is subject to an investigations relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
- 18.3 Each Operator and Handling Agent shall notify the Company immediately if it becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of their obligations under Clause 18.2.
- 18.4 Each Operator and Handling Agent shall indemnify the Company against any losses, liabilities, damages, costs and expenses incurred by the Company as a result of any breach of Clause 18.1 or 18.2.

19 NOTICES

- 19.1 Each notice or other communication to be given under these Conditions of Use or any agreement covered by them shall be given in writing in English and, unless otherwise provided, shall be made by hand, post or email. For the avoidance of doubt notice shall not be validly served by fax.
- 19.2 Any notice or other communication to be given by one party to another under these Conditions of Use or any agreement covered by them shall (unless one party has by no less than 5 Business Days' notice to the other party specified another address) be given to that other party at the address set out below for the Company and any address referred to in any agreement covered by these Conditions of Use for the Operator:
- (a) Bristol Airport Limited

Bristol Airport

Bristol

BS48 3DY

Attention: Chief Financial Officer

Email address: conditions@bristolairport.com

- 19.3 Any notice or other communication given by any party shall be deemed to have been received:
- (a) in the case of a notice given by hand, at the time of day of actual delivery;
 - (b) if sent by fax, with a confirmed receipt of transmission of all pages from the receiving machine, on the day on which transmitted; and
 - (c) if posted, by 10am on the second Business Day following the day on which it was despatched by first class mail postage prepaid

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.

20 GENERAL

- 20.1 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.
- 20.2 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.
- 20.3 The Company does not guarantee available capacity at the Airport. The Company reserves the right to manage capacity at the Airport as it deems necessary for safety and operational reasons.
- 20.4 If any provision of these Conditions of Use or any provision of an agreement covered by them 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 or any agreement covered by them and the remainder of such provision shall continue in full force and effect.
- 20.5 Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions of Use or any provision of any agreement covered by them shall not be construed as a

waiver of any of its rights under these Conditions of Use or any rights in an agreement covered by them.

- 20.6 Any waiver by the Company of any breach of, or any default under, any provision of these Conditions of Use or any provision of an agreement covered by them 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 or any terms of an agreement covered by them.
- 20.7 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.
- 20.8 The formation, existence, construction, performance, validity and all aspects of any agreement covered by these Conditions of Use and any agreement covered by them 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.

SCHEDULE 1: Personal Data

1. This Schedule sets out the type of Data processed under this Agreement and the categories of data subject to which that Data relates.
2. The subject matter of processing, duration and nature and purposes of processing are as follows:

Subject matter of the processing	Processing for the provision of special assistance services by the Company at the Airport.
Duration of the processing	The duration of these Conditions of Use.
Nature and purposes of the processing	Collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultant, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Passenger Data for the purposes of providing special assistance services to Passengers boarding and disembarking the Operator's Aircraft at the Airport.

3. The Data shall include the following class of personal data:

Personal / contact details	
Physical or mental health and condition	
Others – please specify below	

4. The Data shall concern the following categories of data subjects:

Customers and clients	
Relatives, guardians, other family members and associates of the data subject	
Others – please specify below	

5. Approved Subcontractors

OCS Group UK Ltd a company registered in England and Wales with company number 03056469 and registered address at 4 Tilgate Forest Business Park, Brighton Road, Crawley, West Sussex RH11 9BP.