

Terminal Forecourt Area – Terms of Use

1 Introduction and Scope

- 1.1 This document is the Bristol Airport 'Terminal Forecourt Area Terms of Use' and sets out the terms upon which Bristol Airport Limited will allow access and use of the Terminal Forecourt Area at Bristol Airport.
- 1.2 The Location Plan in Appendix 1 shows the extent and layout of the Terminal Forecourt Area between the dotted red lines. The Terminal Forecourt Area is divided into 5 zones numbered 1 – 5, however, only zones 1 and 3 are designated 'drop off' and 'pick up' areas. Zones 2 and 4 are for Operational Vehicles and pre-authorized rest breaks. Zone 5 is exclusively used by the Airport Private Hire Concession for pick up.

2 Definitions

In these Terms:

- 2.1 **Access Charge:** means the per passenger or per departure charge for the use of the TFA, as set by BAL from time to time and published in the Fees and Charges document at <https://www.bristolairport.co.uk/about-us/doing-business-with-us/fees-and-charges>.
- 2.2 **Airport:** means Bristol Airport.
- 2.3 **Airport Private Hire Concession:** means any private hire licensed vehicle operator who has, following a competitive tender process, entered into a concession agreement with BAL to operate a private hire concession from the Airport.
- 2.4 **Authorised Registered Service:** means any Bus service operating 10 or more daily movements that has entered into a concession agreement with BAL to operate out of Bristol Airport.
- 2.5 **BAL:** means Bristol Airport Limited, the operator of the Airport and the TFA.
- 2.6 **Bus:** means any public service vehicle with the capacity to carry more than sixteen passengers. This includes a bus, coach and all similar vehicles but excludes Minibuses and Taxis.
- 2.7 **CPT:** means the Confederation of Passenger Transport UK

- 2.8 **Known Operator(s):** means (known to BAL) any person or company operating a frequent (between one and nine daily movements) Bus service that has received an adequate briefing on the Airport's security requirements by BAL and has an invoicing system in place to allow for payment of the Access Charge on a monthly basis.
- 2.9 **Limousine:** means any car which has been lengthened and is therefore unable to access, exit or manoeuvre through a car park at the Airport.
- 2.10 **Minibus:** means a minibus with the capacity to carry up to sixteen passengers.
- 2.11 **Operational Vehicle:** means any vehicle operated by BAL or its employees, contractors, agents or partners or anyone authorised by BAL which requires access to the TFA for any purpose other than dropping off or collecting passengers travelling by air.
- 2.12 **Operator(s):** means any person or company using the TFA, which may include BAL, that operates a passenger carrying service to or from the Airport. Operator(s) includes Authorised Registered Services, Known Operator(s), the Airport Private Hire Concession, Unknown Operator(s) and Unscheduled Operator(s) but does not include Taxis or Minibuses.
- 2.13 **Taxi:** means any taxi, hackney carriage or private hire licensed vehicle which is not an Airport Private Hire Concession.
- 2.14 **Terms:** means these TFA Terms of Use, as may be amended by BAL from time to time.
- 2.15 **TFA:** means the Terminal Forecourt Area at the Airport being the area between the red dotted lines on the Location Plan in Appendix 1.
- 2.16 **Unknown Operator(s):** means (unknown to BAL) any person or company that operates a Bus service and who is not a Known Operator or an Authorised Registered Service.
- 2.17 **Unscheduled Operator(s):** means any person or company using the TFA which may include BAL, that requires unscheduled access to the TFA for the purpose of dropping off or collecting airport passengers. Such instances include, but are not limited to, Bus and coach services required to access the TFA at short or no notice in the event of flight disruption.

3 Legal Effect

- 3.1 An Operator is permitted to use the TFA only on condition that it complies with these Terms.
- 3.2 By using the TFA, the Operator is deemed to have accepted these Terms and agrees to be bound by them.

3.3 It is the Operator's responsibility to ensure that its employees and contractors are familiar with, and comply with, these Terms. Any obligation on the Operator includes an obligation on the Operator to ensure that its employees and contractors comply with the obligation in question.

3.4 In the case of a conflict between these Terms and any agreements or concessions entered into between BAL and an Operator, then the provisions of these Terms shall prevail.

4 Right to use the TFA

4.1 No Operator has the right to use the TFA without BAL's consent. Applications for rights to use the TFA will be considered on the basis of these Terms.

4.2 In the interest of security, safety, capacity and to control congestion, Taxis, Minibuses and the general public are not permitted to use the TFA and must use the designated drop off zones and car parks at the Airport.

5 TFA Opening Hours

5.1 The TFA is normally open 24 hours a day, 7 days a week. Where practicable, BAL will use the CPT and reasonable endeavours to notify Known Operators of any changes in advance, or if any closures are planned (in which case BAL will specify temporary alternative arrangements that all Operators must adhere to).

5.2 All Operators are to provide BAL with reasonable notice of their proposed timetable(s) for accessing the TFA to allow BAL to assess capacity and congestion on the TFA.

5.3 BAL reserves the right to refuse entry to the TFA to an Unscheduled Operator if the TFA is at full capacity at the time entry is required, or entry will or is likely to create a security, safety or congestion concern.

6 Access Charge for use of the TFA

6.1 Subject to clause 7, all Operators must pay the Access Charge for using the TFA.

6.2 All Known and Unknown Operators must pay a per movement charge as outlined in Appendix 2.

6.3 All Authorised Registered Services must pay a per passenger charge as agreed between BAL and the Operator in question as outlined in Appendix 2.

6.4 All Known Operators must pay the Access Charge within 15 days of the end of the calendar month in which the Operator accessed the TFA.

- 6.5 The Access Charge for Unknown Operators and Unscheduled Operators will be payable at the reception desk within the Security and Administration building. Payments must be made by debit or credit card. BAL reserves the right to refuse entry into the TFA if payment is not made prior to entry.
- 6.6 All Operators must provide BAL with an accurate monthly figure for the number of passengers alighting and boarding their services at the Airport within 15 days of the end of the relevant calendar month or, in the case of Unscheduled Operators or Unknown Operators, at the time of accessing the TFA.
- 6.7 BAL has the right to check the number of passengers of any Operator at any time without giving notice of such check to the Operator. These checks may be done by way of spot checks by BAL staff, monitoring passenger numbers by CCTV, or any other checks as required by BAL. All Operators shall co-operate with such checks undertaken by BAL.
- 6.8 If it is found that the amount of Access Charge payable in any calendar month is greater than that paid, the Operator will pay the balance to BAL within 14 days of invoice.

7 Access Charge Exemptions

- 7.1 BAL may in its discretion, acting fairly and in a non-discriminatory way, exempt the Access Charge in the following circumstances:
- 7.1.1 Exemptions based on operational needs: Exemptions to the Access Charge will be considered based on an unforeseen or operational need, for example when access to the TFA is required by Unscheduled Operators for the purposes of facilitating passenger movements in the event of emergencies or flight disruption.
- 7.1.2 Exemptions or reductions based on public transport commitments: Exemptions or deviations to the Access Charge may be applied on a short term basis for the purposes of growing public transport usage from particular catchment areas in line with BAL's public transport strategy.
- 7.1.3 Exemptions or reductions based on statutory requirements: Exemptions or deviations to the Access Charge may be applied for the purposes of BAL being able to comply with legal, regulatory or planning obligations and commitments.
- 7.1.4 Exemptions or reductions based on publically subsidised bus services: Exemptions or deviations to the Access Charge may be applied where the public transport bus service is wholly funded by subsidies from a public or government body.

7.1.5 Exemptions for concessionaires and service providers: Exemptions or deviations to the Access Charge may be applied where BAL has, following a competitive tender process, entered into a separate commercial agreement with a concessionaire or service provider, for example the Airport Flyer and Airport Private Hire Concession.

8 Grant of Concessions

- 8.1 BAL reserves the right to award concessions to operate Bus and private hire services from the TFA, and nothing in these Terms is to be interpreted as preventing that, or restricting the terms upon which concessions may be granted.
- 8.2 Any Bus service that operates 10 or more daily movements is required to enter into a concession agreement with BAL and in doing so will become an Authorised Registered Service.
- 8.3 Each concession agreement will detail the marketing support that BAL will provide to the Authorised Registered Service.
- 8.4 Concessionaires are obliged to comply fully with these Terms, unless and to the extent that the terms of the concession state otherwise.

9 Known Operators

- 9.1 All drivers of Known Operators must be in possession of a valid BAL security ID pass. Applications for the pass can be made via the Airport Pass office at jdunit@bristolairport.com
- 9.2 An Unknown Operator may apply to BAL to become a Known Operator.
- 9.3 An Unknown Operator will remain an Unknown Operator until such time that they have been given an adequate briefing on the Airport's security and safety requirements by BAL, and have an invoicing system in place to allow for payment of the Access Charge on a monthly basis.
- 9.4 Any request by an Unknown Operator to become a Known Operator will be considered by BAL on a fair and non-discriminatory basis and consent will not be unreasonably withheld provided the Operator meets the criteria to become a Known Operator (as defined above).
- 9.5 Known Operators or Unknown Operators that are not an Authorised Registered Service will not receive any marketing support from BAL.

10 Applications for use of TFA

10.1 No Operator may make a “Service Change”, meaning:

10.1.1 the introduction of a new route; or

10.1.2 an increase in the frequency of a route; or

10.1.3 a change to the timetable of a route affecting arrival and departure times from the TFA

without BAL’s written consent. Applications for consent are to be made in writing to the Ground Transportation Manager, setting out full details of, and the reasons for the proposed service change.

10.2 In considering whether or not to give its consent to a Service Change, BAL will assess the impact of the proposed Service Change on capacity, congestion, security and health and safety, and will also take into account:

10.2.1 a ‘margin of error’ to allow for early/late running of services; and

10.2.2 any change to the volume of passengers that might be expected; and

10.2.3 other pending or anticipated Service Changes; and

10.2.4 any requirement to allocate capacity to existing or planned concessions; and

10.2.5 any other factor it considers relevant. Such “other factors” may include (without limitation) other prospective users of capacity that may be affected by the proposed Service Change, and the fact that BAL wishes to ensure that there is suitable capacity allocation for a range of destinations (BAL car parks, local, regional and long distance services).

10.3 If BAL considers that the proposed Service Change:

10.3.1 poses a material risk that the TFA will become congested; or

10.3.2 poses a material risk that the zones allocated for use by other routes will not be available at the times those routes will require those zones to be available; or

10.3.3 poses a material risk to security or health and safety; or

10.3.4 cannot be accommodated because of lack of available capacity, either at all or for that Service Change

then BAL may (i) refuse consent to the Service Change or (ii) grant consent to the Service Change subject to such conditions as it thinks fit or (iii) grant consent to a different Service Change (for example to a revised frequency and/or timetable).

10.4 An Operator will have no right to use any specific zone and must obtain BAL’s consent to a Service Change.

- 10.5 BAL is under no obligation to require other operators to change their timings or frequencies in order to accommodate a Service Change.
- 10.6 Any request for BAL's consent to a change to capacity will be considered on a fair and non-discriminatory basis within the terms of this clause 9 and (if relevant) under the terms of any relevant or proposed concession.
- 10.7 If within a minimum of three months (to be reviewed following any legislative changes) of a Service Change being introduced it can reasonably be considered to be the cause of, or a material contribution to, zone congestion, the unavailability of zone space to other operators at times they are entitled to have the use of them, or a risk to security or health and safety, BAL will invite the Operator who has implemented the Service Change to submit proposals for discussion with BAL as to how the Service Change can be modified so as to address these concerns or how the impact of the Service Change can be mitigated. BAL may, in the light of those proposals and discussion, require the Service Change to be modified, and the Operator will implement such modification within two calendar months from it being required to do so.

11 Use of allocated capacity

- 11.1 The TFA does not employ a dynamic bay allocation system. For passenger and Operator convenience and safety, services will be allocated the use of specific zones.
- 11.2 All Unknown operators must drop off and pick up passengers in the zones allocated to them, either zone 2 or zone 4, and must at all times be responsible for the health and safety of all passengers ensuring that:
- 11.2.1 roadways are clear when passengers alight from the vehicle;
 - 11.2.2 high visibility clothing is worn by all drivers of the vehicles when on the TFA; and
 - 11.2.3 all drivers help marshal passengers across the designated crossings on the TFA to ensure that they safely reach the Airport terminal building.
- 11.3 All other Buses must set down passengers in zone 1. All Buses must pick up passengers at their allocated position within zone 3.
- 11.4 All Limousines must set down and pick up within zone 4.
- 11.5 The Airport Private Hire Concession operator must set down in zone 4 and pick up in zone 5 only.
- 11.6 No Bus may stop at any area within the TFA other than that has been allocated to them, except that if the allocated space is blocked then:

- 11.6.1 passengers may be set down at the next available space in zone 3, or elsewhere at the direction of BAL staff, as long as the Bus moves off that space as soon as the passengers have disembarked (unless the space is the agreed pick up area for the service); or
- 11.6.2 passengers may be picked up at the next available space in zone 3, or elsewhere at the direction of BAL staff, as long as the Bus moves off that space as soon as waiting passengers have boarded.
- 11.7 No vehicle may park on that part of the TFA identified as being used for any other purpose.
- 11.8 No driver rest breaks are to be scheduled at the TFA, unless authorised by BAL within a concession agreement. Any authorised driver rest breaks are to be taken in zone 4.
- 11.9 Operators shall ensure that any dwell times at the TFA are kept as short as possible and shall timetable their services accordingly.

12 Insurance and allocation of risk

12.1 Operators will:

12.1.1 comply with the requirements of BAL's insurers in so far as they relate to Operator's activities at the Airport and are communicated to Operators; and

12.1.2 not do anything contrary to an instruction by BAL whereby any policy or policies of insurance relating to the Airport may become void or voidable whereby the rate of premium thereon may be increased

and if an Operator defaults in this obligation it will pay to BAL within 14 days of invoice the full amount of additional premium or (as the case may be) the insurance proceeds rendered irrecoverable which are directly and wholly as a consequence of such breach.

12.2 Operators will:

12.2.1 pay to BAL within 14 days of invoice the amount of any excess or deductible paid or suffered by BAL in respect of any claim it makes on any of its policies that arises directly and wholly from the negligence or deliberate act of an Operator or its employees, agents, contractors, sub-contractors, or any other person under its control; and

12.2.2 maintain in force public liability insurance for the minimum amount of £5 million (or such higher amount as BAL may reasonably specify) in respect of any one occurrence or series of occurrences arising from the use of the TFA and/or the operation of the Operator's service; and

- 12.2.3 maintain all insurances which may be required by law to at least the minimum level required by law (including but not limited to employer's liability insurance for which the minimum level will be £10 million in respect of any one incident (or such higher amount as BAL may reasonably specify and notwithstanding the fact that a lower level may be permissible by law) and are applicable to employees, agents, contractors, or sub-contractors or any other person present at the Airport under the Operator's control.
- 12.3 Operators will, on written request, provide sufficient evidence to BAL that it has maintained insurance as required by these Terms and that all premiums due have been paid.
- 12.4 Nothing in these Terms shall limit a party's liability for death or injury resulting from that party's negligence, fraud or fraudulent misrepresentation, or any matter or liability for which a party cannot legally limit or exclude or attempt to limit or exclude.
- 12.5 Subject to clause 12.4, neither party shall have any liability to the other for any indirect, consequential or special loss or damage of any nature arising out of any performance or non-performance of any of their obligations under these Terms (whether by virtue of negligence or otherwise).
- 12.6 Subject to clause 12.4, BAL will not be responsible or liable for any death, injury or illness which may be sustained by an employee, agent, contractor, or sub-contractor of an Operator or by any other person under an Operator's control, or for any loss, damage or destruction to the property of an Operator or of any such employee, agent, contractor, or sub-contractor of an Operator or by any other person under an Operator's control, unless due to fraud of BAL or any of its employees or the negligence or deliberate act of BAL or its employees, agents, contractors, sub-contractors or any other person under its control.
- 12.7 BAL will not be responsible for or be liable to an Operator for any losses of any description (including without limitation loss of sales or profits) or inconvenience through disruption to the supply of services and facilities to the TFA or to any other part of the Airport due to fire or other damage, mechanical breakdown, industrial action, force majeure, or by reason of any act matter or thing beyond BAL's control.

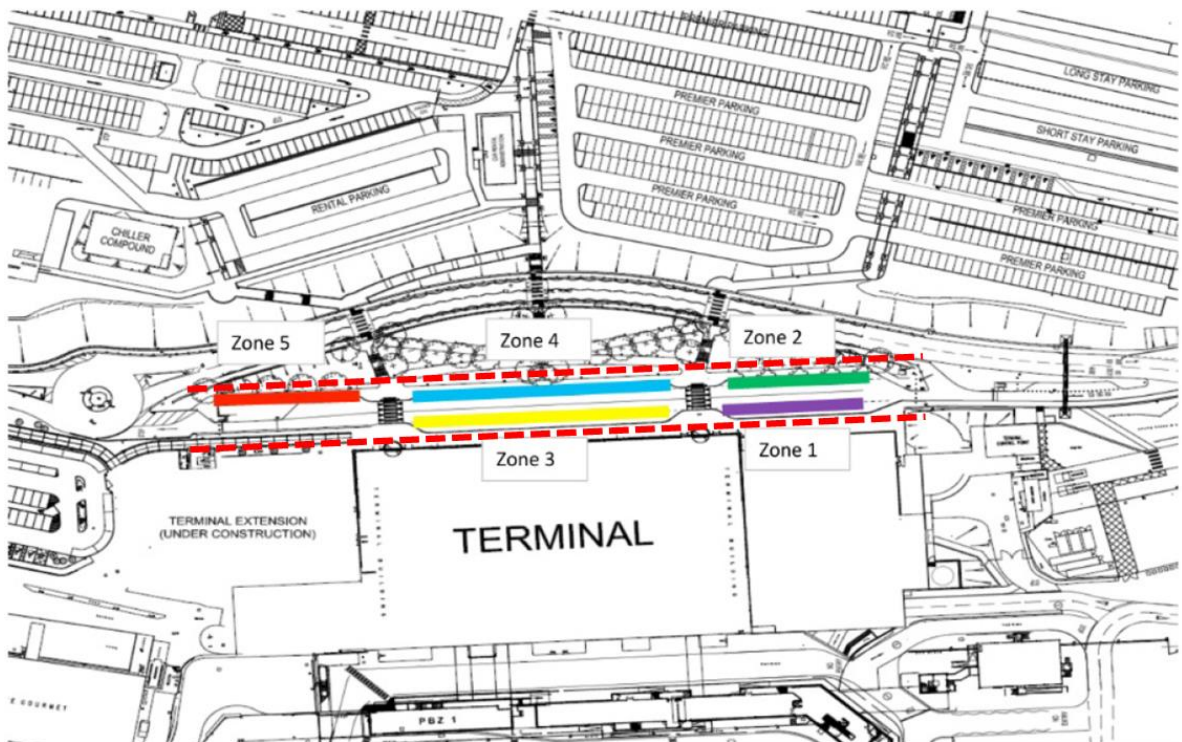
13 Contacting BAL

If you need to contact BAL, you can:

- 13.1 write to BAL at Ground Transportation Manager, Forecourt Access, Car Park Administration, Administration Building, Bristol Airport, Bristol, BS48 3DY; or
- 13.2 email BAL at GTadmin@bristolairport.com; or
- 13.3 call Ground Transportation Administration on 01275 473747.

Appendix 1 – Location plan

Location Plan



Appendix 2 – Table of Charges and benefits

	Unknown Operators	Known Operator	Authorised Registered Service
Fee	£12 per movement	£9 per movement	Per departing passenger. Fee to be agreed between BAL and Operator
Features	48 hour notice of access Payment on arrival at OTB Reception	24 hour notice of access Billed monthly in arrears Per access (suitable for <i>infrequent</i> services) Relationship with BAL Ground Transportation	Direct access to TFA Billed monthly in arrears Per pax (suitable for <i>frequent</i> services) Relationship with BAL Ground Transportation Service & route marketing support
Extra charges	£2 per movement if notice is <48 hours in advance of arrival	£1 per movement if notice is <24 hours in advance of arrival	