

# **Scale of fees and charges and standard conditions of use** for cargo aircraft only

Effective from 1st April 2008

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## Definitions and Interpretations

### “The Airport”

East Midlands Airport, Castle Donington, Derby, East Midlands.

### “The Airport Company”

East Midlands International Airport Limited whose registered office is at Building 34, East Midlands Airport, Castle Donington, Derby, East Midlands, DE74 2SA.

### “Ad-Hoc”

A single flight or a short series of flights that have been arranged for a specific purpose.

### “Based Airline”

An airline which, in the opinion of the Airport Company (whose decision shall be final), has its main operational or administrative base at the Airport or operates regular scheduled or ad-hoc services out of the Airport.

### “Cargo Aircraft”

For the purposes of this Scale of Fees and Charges and Standard Conditions, a Cargo aircraft is an aircraft which is configured as a dedicated freight/mail aircraft and is either carrying freight/mail or positioning in/out empty to/from the Airport to operate a flight carrying freight/mail.

### “Designated Handling Agent”

A firm or company designated by the Airport Company, who provide staff and equipment to facilitate the handling of aircrew, passengers, baggage and freight/mail on the aprons and in the Terminal Building.

### “MTOW”

The greater of (i) the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Airworthiness for the time being in force in respect of the aircraft; or (ii) the maximum total weight at which the aircraft may taxi as indicated in the relevant Certificate of Airworthiness. Where Charges relate to aircraft weight they will be assessed on the basis of the MTOW rounded up to the nearest tonne.

### “Operator”

The person, persons or company for the time being having the management of a particular aircraft.

### “QC”

Quota Count as defined in Section 3 of the London Airports Noise Restriction Notice, published as a supplement to the UK AIP by the Civil Aviation Authority on behalf of the Department for Transport.

This supplement is revised twice a year.

Until an aircraft type is included in the supplement, the airport company will use its own discretion in classifying the QC value of that aircraft type.

### “Rotation”

An aircraft arrival followed by the subsequent departure of that same aircraft.

### “Runway Charge”

A combined navigational services and runway use fee.

### “Scheduled Service (cargo)”

A service which operates to the same destination at least once a week, for at least three months of a year to a set timetable with the same scheduled arrival and departure time each week.

The expressions “Managing Director” and “Finance Director” shall mean the Managing Director and the Finance Director of the Airport Company and such expressions shall include their respective nominated deputies from time to time.

**Note: All charges specified are exclusive of VAT**

## Runway Charge (a combined navigational services and runway charge)

£1.79 per tonne or part of certified MTOW charged on both arrival and departure

## Shoulder Supplement

£1.55 per tonne or part MTOW charged on both arrival and departure

This charge will only be levied on arrivals and/or departures between 0601-0700 or 2101-2329 local time. This charge is additional to the runway charge above.

## Night Supplement

A charge per tonne or part MTOW charged on both arrival and departure – see table below

This charge will only be levied on arrivals and/or departures between 2330-0600 local time. This charge is additional to the runway charge above. The night supplement charge is banded depending on aircraft type / engine configuration – please refer to the tables on page 5.

| Noise Band | Arrival night supplement per tonne or part MTOW | Departure night supplement per tonne or part MTOW |
|------------|---|---|
| A          | £2.33   | £2.33   |
| B          | £2.59   | £2.59   |
| C          | £2.72   | £2.72   |
| D          | £2.85   | £2.85   |

## QC8 and QC16 Surcharge

All aircraft are allocated a QC value for both landing and departure calculated on the basis of the noise classification for that aircraft. Arrival and departure QC values for the same aircraft usually differ, with departure QC values typically being higher.

At East Midlands Airport QC8 and QC16 night movements between 2300-0700 local time will only be permitted in exceptional circumstances (such as delays due to technical reasons) and only with the prior permission of the Airport Company or the permission of air traffic control (ATC) prior to pushback from stand. Such movements will be charged at the Band D rate with an additional noise surcharge of £5,000 per QC8 movement and £10,000 per QC16 movement. All proceeds from the Night Noise Surcharge are donated to the Airport's Community Fund, which awards grants to projects and activities that benefit local communities.

QC8 and QC16 scheduled services (see page 3) during the period 2300-0700 local time are not permitted.

Full details of arrival and departure QC values of aircraft can be obtained from the United Kingdom AIP supplement or by contacting [cargo@eastmidlandsairport.com](mailto:cargo@eastmidlandsairport.com) or [environment@eastmidlandsairport.com](mailto:environment@eastmidlandsairport.com) or calling +44 (0)1332 852894 or 852971.

## Night Supplement – aircraft noise band cross-reference guide

| Aircraft Types – Arrivals |                |              |           |
|---------------------------|----------------|--------------|-----------|
| Band A                    | Band B         | Band C       | Band D    |
| Antonov 72                | A300-600F      | A300-B2F/B4F | B747-200F |
| ATR-42                    | A310F          | Antonov 12   | B747-300F |
| ATR-72                    | Antonov AN-26  | Antonov 124  | DC-10F    |
| B757-200F                 | B737-300F      | Antonov 22   |           |
| B757-200SF                | B767-200F      | B747-400F    |           |
| B767-300PF                | TU-204F (PS90) | HS.748       |           |
| BAe 146F                  |                | MD11F        |           |
| BAe ATP-F                 |                |              |           |
| C130 Hercules             |                |              |           |
| DC-3                      |                |              |           |
| DC-6                      |                |              |           |
| DC-8-70 Srs               |                |              |           |
| Fokker 27                 |                |              |           |
| L.188 Electra             |                |              |           |
| Metroliner                |                |              |           |
| Shorts 330                |                |              |           |
| Shorts 360                |                |              |           |
| TU-204F (RR)              |                |              |           |

| Aircraft Types – Departures |           |               |           |
|-----------------------------|-----------|---------------|-----------|
| Band A                      | Band B    | Band C        | Band D    |
| Antonov 72                  | B767-200F | A300-600F     | B747-400F |
| ATR-42                      | Fokker 27 | A300-B2F/B4F  | DC-10F    |
| ATR-72                      | TU-204F   | A310F         |           |
| B737-300F                   |           | Antonov 12    |           |
| B757-200F                   |           | Antonov 26    |           |
| B757-200SF                  |           | B767-300PF    |           |
| BAe 146F                    |           | C130 Hercules |           |
| BAe ATP-F                   |           | DC-8-70 Srs   |           |
| DC-3                        |           | HS.748        |           |
| DC-6                        |           | L.188 Electra |           |
| Metroliner                  |           | MD11F         |           |
| Shorts 330                  |           |               |           |
| Shorts 360                  |           |               |           |

The above lists are not exhaustive and are provided as a guide only.

Details for specific airframe/engine combinations and aircraft types not appearing in the above tables are available either by reference to the UK AIP supplement\* or on request from:

EMA Cargo Department on +44 (0)1332 852894 or [cargo@eastmidlandsairport.com](mailto:cargo@eastmidlandsairport.com) or

EMA Environmental Department on +44 (0)1332 852971 or [environment@eastmidlandsairport.com](mailto:environment@eastmidlandsairport.com)

\* Section 3 of the London Airports Noise Restriction Notice, published as a supplement to the UK AIP by the Civil Aviation Authority on behalf of the Department for Transport. This supplement is revised twice a year. Until an aircraft type is included in the supplement, the Airport Company will use its own discretion in classifying the QC value of that aircraft type.

## Aircraft Parking

Parking on the main and cargo aprons shall at all times be under the direction of the Airport Company and failure to remove an aircraft from such areas, after being requested so to do for operational reasons, will result in a charge, equivalent to ten times the unrebated hourly parking charge, being incurred for each hour or part thereof that the aircraft remains in the area after the time the request was made.

Aircraft parking is charged at the following rate:

**£0.27 per tonne or part MTOW, per hour or part**

The first two hours parking for all operations is free of charge.

For aircraft arriving **and** departing between 0701-2100 local time **on the same day** the free parking period is extended as follows:

- **MTOW greater than 200 up to and including 300 tonnes**                      **First 4 hours free of charge**
- **MTOW greater than 300 tonnes**    **First 6 hours free of charge**

Aircraft parking is timed and charged from “wheels-on” to “wheels-off” the runway.

## Discounted Rates for Long Term Aircraft Parking

Discounted rates for long term parking may be available.

Details on request from the EMA Cargo Department on **+44 (0)1332 852894** or by email to **cargo@eastmidlandsairport.com**

## apron/aircraft handling charges

Charges can be obtained directly from Designated Handling Agents – contact details are shown inside the back cover of this booklet.

**Note: Aircraft handling on the main aprons is mandatory. All aircraft intending to fly to EMA should book handling in advance of their arrival with a Designated Cargo Handling Agent.**

## Scale of fees and charges and standard conditions of use for cargo aircraft only from 1st April 2008

### Rebates

Only one rebate will be allowed for any one movement.

Introductory support **may** be available for:

- New scheduled all-cargo services from/to airports not currently served from EMA
- New long haul scheduled all-cargo services (in excess of five hours flying time)
- Aircraft capacity upgrades on existing services
- The use of quieter aircraft (QC 0.25 or less) during the shoulder and night periods (2101-0700 local time)
- Operations relocating to EMA, for at least six months, from other UK airports
- Crew training / testing flights (for based airlines only)

Details on request from the EMA Cargo Department on +44 (0)1332 852894 or by email to [cargo@eastmidlandsairport.com](mailto:cargo@eastmidlandsairport.com)

### Noise Penalty Scheme

Aircraft departing between 2300 and 0700 local time are required to operate within a maximum noise limit (measured at a distance of 6.5km from start of roll). The maximum noise limits are defined as follows:

| Aircraft Maximum Take-Off Weight (MTOW)          | Maximum Noise Limit (dB(A)) |
|--|-----------------------------|
| 100 tonnes or less                               | 83 dB(A)                    |
| Greater than 100 tonnes but less than 300 tonnes | 87 dB(A)                    |
| 300 tonnes or greater                            | 92 dB(A)                    |

(the above Noise Penalty Scheme does not apply to QC8 or QC16 movements).

Aircraft that exceed a maximum noise limit will be subject to a penalty of £750 sterling plus an additional £150 sterling for each decibel thereafter.

For further information please contact the Environmental Department on +44 (0)1332 852971 or by email [environment@eastmidlandsairport.com](mailto:environment@eastmidlandsairport.com).

## **Standard conditions under which aircraft may land, be parked, housed or otherwise dealt with at East Midlands Airport**

The Airport Company reserves the right upon giving written notice to amend, vary or rescind any of the Standard Conditions.

1. East Midlands Airport is operated by East Midlands International Airport Limited.
2. Use of the Airport facilities is subject to the Airport's Bye-laws, local flying restrictions and remarks published from time to time in the Air Pilot and NOTAM's, orders, instructions or directions given by or on behalf of the Airport Company and orders, instructions or directions given by or on behalf of relevant government departments.
3. There is no guarantee on the part of the Airport Company as to available capacity at the Airport. The Airport Company reserves the right to manage capacity at the Airport as it deems necessary for safety and operational reasons.
4. The Operator shall pay the appropriate charges for the departure, parking, or housing of aircraft and the charges for any supplies, services or facilities provided to him or the aircraft at the Airport by or on behalf of the Airport Company. The charges shall, unless otherwise agreed before the charges are incurred, be those charges determined by the Airport Company.
5. The charges referred to above shall accrue from day to day and shall be payable on or before departure of the aircraft unless some other arrangement has previously been agreed in writing by the Airport Company and/or unless credit facilities have previously been arranged in accordance with these Conditions.
6. So long as the aircraft, its parts and accessories or any vehicle, shall be upon the Airport whether or not it is on land under the direct control of the Airport Company, the Airport Company shall have continued lien, both particular and general upon the aircraft, its parts and accessories or any vehicle for all charges of whatsoever nature and whensoever incurred, which shall be or become due and payable to the Airport Company in respect of that aircraft and for all unpaid charges incurred by the Operator at the Airport in respect of any other aircraft which was operated by the Operator at the time the unpaid charges were incurred. The said lien shall not be lost by reason of the aircraft departing from land in the control of the Airport Company, but shall continue to be exercisable at any time when the aircraft has returned to and is upon any such land so long as any of the said charges, whether incurred before or after such departure, remain unpaid.
7. If payment of such charges is not made to the Airport Company within fourteen days after a letter demanding payment thereof has been sent by post addressed to the Registered Owner of the aircraft at any place at which he carries on business, the Airport Company shall be at liberty, and in such manner as it shall think fit, to sell, remove, destroy or otherwise dispose of the aircraft and any of its parts and accessories in order to satisfy any such lien. The powers contained in this paragraph are exercisable by the Airport Company without prejudice to any other power granted by statute or otherwise.
8. When an aircraft is detained under Section 88 of the Civil Aviation Act 1982, the Airport Company may, subject to the provisions of that section, and if any charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges.
9. Where the Operator is other than a Consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1994, the Company shall in no circumstances be liable to the Operator for any physical or economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever (including without limitation the aircraft, its parts or accessories or any property contained in the aircraft) whether direct, indirect or consequential, caused by any negligence, breach of contract or statutory duty on the part of the Company, its servants or agents.
10. Where the Operator or any person on his behalf or for whom he is responsible causes death, personal injury or loss or damage of any kind whether direct or indirect as a result of any negligence, breach of contract or breach of statutory duty and while at the Airport, the Operator shall indemnify and keep indemnified the Airport Company in respect of any claim or claims arising therefrom.
11. The Operator or his appointed Designated Handling Agent shall furnish to the Airport Company, in such form as the Airport Company may from time to time determine, information relating to the movements of the Operator's aircraft, or aircraft handled by the Agent at the Airport within 24 hours of each of those movements, including information about the number of terminal and transit passengers and the volume of freight and mail loaded, unloaded or transferred between aircraft at the Airport and the Operator's full name and invoice address.

## Scale of fees and charges and standard conditions of use for cargo aircraft only from 1st April 2008

### Standard conditions under which aircraft may land, be parked, housed or otherwise dealt with at East Midlands Airport (continued)

12. The Operator or its appointed Designated Handling Agent shall also furnish on demand, in such form as the Airport Company may from time to time determine, details of the MTOW in respect of each aircraft owned or operated by the Operator and shall furnish without delay details of any changes in the MTOW of each and any such aircraft.
13. The Operator or its appointed Designated Handling Agent shall furnish to the Airport Company within 48 hours of a request made by the Airport Company such information and copies of such records and documents as the Airport Company may require to verify the charges and rebates (if any) applicable to any or all flights of each and every aircraft owned or operated by the Operator departing from the Airport during a specified period including (without limitation):
  - aircraft load sheets with full details of passengers
  - extracts from aircraft flight manuals with full details of aircraft weight and noise characteristics

The Operator shall, following a request in writing made by the Airport Company, produce for inspection the originals of such documents.
14. Where the Operator or its appointed Designated Handling Agent fails to provide the information required by this Condition within the period stipulated herein, the Airport Company shall be entitled to assess the charges payable hereunder by the Operator by reference to the MTOW and the maximum passenger capacity of the aircraft type. The Operator shall pay the charge assessed by the Airport Company. Once the Operator or its appointed Designated Handling Agent has provided the said information, the Airport Company will pay to the Operator the difference between the charge assessed by the Airport Company and the actual charge payable by the Operator pursuant to the terms hereof or vice versa as the case may be.
15. No reduction of the Runway Charge will be allowed by reason of the unavailability for any reason whatsoever of any aerodrome service, assistance or other facilities.
16. The Managing Director may, at his discretion, dispense wholly or in part with any charge payable under this scale, if he is satisfied that it is in the interest of the Airport Company to do so in the particular case.
17. The Airport Company reserves the right to vary any charges should circumstances arise which, in its opinion, warrant such action.
18. Major credit cards and cheques (if supported by a cheque guarantee card) will be accepted.
19. All charges indicated are exclusive of VAT which will be added, at the appropriate rate, wherever applicable.
20. Any charges owed to the Airport Company and unpaid after the due date shall be liable to interest calculated daily at a rate of 3% per annum above the Base Rate for the time being of the Cooperative Bank PLC or such other rate as the Airport Company may from time to time reasonably designate.
21. Unless otherwise specified, any claims for a rebate or other charge reductions must be made within 14 days of invoice date. Rebates will be credited (subject to the Operator paying the relevant invoice in full on or before the due date) to the Operator's account against charges incurred by the Operator during the next following invoice period(s). All rebates will be liable to being rescinded if payments are not made by the due date.
22. Application for credit facilities must be made in writing on the appropriate form available from the Finance Manager at the address stated inside the back cover of this booklet. The Operator shall make available such information as the Airport Company may require to satisfy credit insurance requirements as to credit worthiness. The grant of credit facilities shall be in the absolute discretion of the Airport Company whose decision is final. Credit facilities will be subject to review by the Airport Company and may be withdrawn at any time at the Airport Company's discretion.
23. Where credit is granted, payment is due by the date stated on the invoice.
24. Where an Operator has not used the Airport regularly in the previous 12 months (ending on the date that the Operator proposes to commence operations), or demonstrated a good payment history, the Managing Director may, at his discretion, require a deposit to be lodged with the Airport Company before flights by that Operator commence.
25. Any such deposit shall be paid to the Airport Company and shall be in such a sum as the Managing Director, or his nominated deputy, shall consider to be equivalent to the charges that the Operator is likely to incur (based on the anticipated number and type of flight planned) for up to 3 months of operations by that Operator.
26. Such deposit or any balance remaining shall be refunded to the Operator when 12 months of service have been completed in accordance with these Conditions of Use or when the Operator ceases to operate any flights from the Airport (whichever shall first occur), PROVIDED THAT all appropriate charges have been paid in accordance with the provisions of this brochure.
27. The Airport Company reserves the right to set off against any such deposit any appropriate charges that have not been settled by the due date in accordance with the provisions of this brochure.

## Scale of fees and charges and standard conditions of use for cargo aircraft only from 1st April 2008

### Standard conditions under which aircraft may land, be parked, housed or otherwise dealt with at East Midlands Airport (continued)

28. Subject always to the terms of the Airports (Ground handling) Regulations 1997, aircraft handling on both the main and cargo aprons (for all aircraft types including General Aviation and helicopters) is mandatory for all aircraft Operators to ensure the safe transfer of aircrew, passengers, baggage, freight and mail between aircraft and terminal. Handling must be arranged in advance of arrival/departure, with one of the Designated Handling Agents. These are listed inside the back cover of this booklet with contact names and numbers.
29. All aircraft Operators using East Midlands Airport, or its facilities, are required to carry Third Party Liability Cover of not less than £100 million. Proof of this insurance should be available for inspection at any time, and also in any event with the aircraft whilst it is at the Airport.
30. The Standard Conditions shall be construed in all respects in accordance with English law.

## Bank Details

|                        |  |
|------------------------|--|
| <b>Bank:</b>           | The Co-operative Bank PLC<br>1 Balloon Street<br>Manchester<br>M60 4EP |
| <b>Sort Code:</b>      | 08-90-00   |
| <b>Account:</b>        | East Midlands International Airport Limited                            |
| <b>Account Number:</b> | 70756290   |
| <b>IBAN:</b>           | GB46CPBK08900070756290   |
| <b>Swift Code:</b>     | CPBKGB22   |

## Contact Numbers

### East Midlands International Airport Limited

|   |                 |  |
|---|-----------------|--|
| <b>General Enquiries</b>                              | Finance Section | Tel: <b>+44 (0)1332 852844</b><br><a href="mailto:finance@eastmidlandsairport.com">finance@eastmidlandsairport.com</a>         |
| <b>Credit Facilities</b><br>General Manager - Finance | Sharon Bell     | Tel: <b>+44 (0)1332 852831</b><br><a href="mailto:sharon.bell@eastmidlandsairport.com">sharon.bell@eastmidlandsairport.com</a> |
| <b>Cargo Manager</b>                                  | Bill Blanchard  | Tel: <b>+44 (0)1332 852894</b><br><a href="mailto:cargo@eastmidlandsairport.com">cargo@eastmidlandsairport.com</a>             |
| <b>Environment Manager</b>                            | Neil Robinson   | Tel: <b>+44 (0)1332 852971</b><br><a href="mailto:environment@eastmidlandsairport.com">environment@eastmidlandsairport.com</a> |

### Freight/Mail Handling Agents

|   |                |   |
|---|----------------|---|
| <b>Aviation Solutions</b><br>Managing Director    | Tom Blakeman   | Tel: <b>+44 (0)1332 853 510</b><br>Fax: <b>+44 (0)1332 853 650</b><br>Mob: <b>+44 (0)7970 881 332</b><br><a href="mailto:info@aviation-solutions.co.uk">info@aviation-solutions.co.uk</a> |
| <b>DHL Aviation Ltd</b><br>Station Manager        | Mark Rickinson | Tel: <b>+44 (0)1332 857 000</b><br>Fax: <b>+44 (0)1332 857 716</b><br>Mob: <b>+44 (0)7980 779 928</b><br><a href="mailto:Mark.Rickinson@dhl.com">Mark.Rickinson@dhl.com</a>               |
| <b>Penauille Servisair Ltd</b><br>General Manager | Debbie Parker  | Tel: <b>+44 (0)1332 812 278</b><br>Fax: <b>+44 (0)1332 853 584</b><br><a href="mailto:Debbie.Parker@servisair.com">Debbie.Parker@servisair.com</a>  |

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