

COVENTRY AIRPORT LTD - CONDITIONS OF USE

1 Coventry Airport (hereinafter called "the Airport") is operated by Coventry Airport Limited (hereinafter called "the Company") and use of its facilities is subject to the Airport's Byelaws, local flying restrictions and remarks published from time to time in the Aeronautical Aviation Publication (AIP), NOTAMS, Orders, Instructions or Directions given by or on behalf of the Company and orders instructions or directions given by or on behalf of Government departments.

2 These Conditions of Use shall apply to all who use the Airport by aircraft and aircraft Operators except to the extent that the Operator and the Company have expressly agreed variations or amendments in writing to the contrary.

Note: The expression "Operator" in relation to aircraft includes the owner thereof and any person for the time being having the responsibility for the management of that aircraft.

3 The Operator shall pay the appropriate charges for the landing, parking or housing of aircraft. The Operator shall also pay charges for any supplies, services or facilities used by its aircraft at the Airport by or on behalf of the Company. The charges for landing and the parking or housing of aircraft, supplies, services or facilities shall (unless otherwise agreed in writing by the Company prior to the charges being incurred) be those as may, from time to time, be determined by the Company. The charges shall accrue from day to day and shall be payable to the Company, whether a demand has been made or not, before the aircraft departs from the Airport, unless some other arrangement has been agreed in writing by the Company. Operators who have not previously entered into credit arrangements with the Company and who wish to be afforded credit facilities should submit to the Airport Accounts Department, a duly completed Company Credit Application Form. Blank forms are available from the Airport Accounts Department. The Company reserves the right to request a renewal of the credit application annually and at any time, upon giving notice, to vary the conditions of or to cancel a credit arrangement.

Note: If credit arrangements are withdrawn, all monies outstanding shall immediately fall due and payable.

4 Without prejudice to its statutory rights pursuant to EC Regulation EC 785/2009 as amended on 6 April 2010 or to any other right or remedy of the Company, so long as the aircraft, its parts and accessories, shall be upon the Airport or upon any land under the control of the Company, the Company shall have a continual lien both particular and general upon the aircraft, its parts and accessories, **for all charges of whatever nature and whenever incurred**, which shall be or become due and payable to the Company in respect of that aircraft or in respect of any aircraft of which the Operator of that aircraft is the Operator at the time when the lien is exercised.

Without prejudice to the rights of the Company to detain the aircraft (whether pursuant to these conditions, the said Section 88 or otherwise) the said lien shall not be lost by reason of the aircraft departing from land in the Company's control but shall continue to be exercisable at any time when the aircraft has returned to and is upon any such land so long as any of the said charges, whether incurred before or after such departure, remain unpaid. If payment of such charges is not made to the Company within fourteen days after a letter demanding payment thereof has been sent by post to the registered owner of the aircraft at any place at which he carries on business, the 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 an of its parts and accessories in order to satisfy any such lien. In the event of a sale or disposition the company shall be under no duty to obtain best possible price for an aircraft and may apply the proceeds in discharging any sum due to the Company and fees, expenses or costs incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.

5 When an aircraft is detained under Section 88 of the Civil Aviation Act 1982 the Company may (subject to the provisions of that Section and if any charges are not paid within 56 days of the date when the detention begins) by leave of the court, sell the aircraft in order to satisfy the charges.

6 For those Operators who have been granted credit facilities with the Company, payment in full without retention or set off shall be due not later than fourteen days from date of invoice, unless otherwise agreed in writing by the Company. If Operators do not comply with these terms of payment, the Company reserves the right to charge interest on any amount overdue at the rate of 6% above Barclays Bank PLC's base rate applicable from time to time and to withdraw all credit facilities without prior notice.

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

8 The Company reserves the right to add a surcharge to any payments made by credit card to cover any charges imposed by the credit card issuer.

9 If an Operator makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of an Operator; or the Operator is unable to pay its debts (within the meaning of s123 of the Insolvency Act 1986); or anything analogous to any of the foregoing under law of any jurisdiction occurs in relation to an Operator; or an Operator ceases or threatens to cease, to carry on business; or an Operator ceases or threatens to cease to use the Airport; or the company reasonably believes that any of the events mentioned above is about to occur in relation to an Operator. If this clause applies then, without prejudice to any other right or remedy available to it, the Company shall be able to withhold all services, facilities or supplies already provided to the Operator and all

fees, charges and other indebtedness in respect of services, facilities or supplies provided to the user shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

10 Neither the Company, nor any servant or agent of the Company, shall be liable for loss or damage to the aircraft, its parts or accessories, or any property contained in the aircraft, occurring while the aircraft is on the Airport or is in the course of landing or taking-off at the Airport or being removed or dealt with elsewhere for the purposes of clauses (4), (5) and (6) of these Conditions arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, its servants or agents unless one with Intent to cause damage, or recklessly and with knowledge that damage would probably result. The Company accepts liability for death or personal injury arising out of or which is attributable to acts of negligence by the Company, its employees, servants or agents of the Company, but not further or otherwise, but subject to this the Company shall in no circumstances be liable to the Operator for any physical or economical loss or other loss or damage to persons or property of any kind whatsoever whether direct, indirect or consequential as a result of any negligent act, omission, breach of contract or statutory duty by the Company, its employees, agents or authorised representatives. Further the Operator shall at times fully indemnify and keep indemnified the Company in respect of any death, personal injury or loss or damage of any kind whether direct, indirect or consequential caused wholly or in part by the Operator, its employees, agents or authorised representatives.

Note: The Unfair Contract Terms Act 1977 affects terms or notices which unreasonably exclude or restrict liability for negligence. The Company draws the attention of users or potential users of the Airport to clause (10) above, which excludes the Company's liability in certain circumstances. The Company considers this clause to be reasonable.

11 The Company shall not be liable for any event or circumstances beyond its reasonable control including without limitation fire, explosion, flood, Act of God, Acts of any governmental or supra national authority, war, national emergency, riots, civil commotion, epidemic, Acts of terrorism, strikes, lock outs or other industrial disputes.

12 The Operator or his appointed Handling Agent shall furnish to the Company in such form as the Company may from time to time determine, information relating to the movements of his aircraft, or aircraft handled by the Agent at the Airport, within 24 hours of each of these movements, including information about the number of terminal and transit passengers and the volume of cargo and mail loaded, unloaded or transferred between aircraft at the Airport. The Operator or his appointed Handling Agent shall also furnish on demand in such form as the Company may from time to time determine, details of the maximum total weight authorised in respect of each aircraft owned or operated by him.

13 No reduction or exemption from charges will be allowed by reason of the unavailability of any Airport services, assistance or other facilities, or when aircraft are diverted or obliged to land exceptionally; for example, for reason of bad weather or traffic congestion, and no exceptions or rebates from charges will be allowed unless specifically provided.

14 The Company requires the Operator to take out and maintain at all times passengers and third party liability insurance in respect of any aircraft used or operated at the Airport by the Operator for a sum, which shall at no time be less than those levels of insurance specified as a minimum by the CAA or other relevant legislation (UK and EU) or body (including the Company) in respect of any one event but shall in each case be at such levels to be reasonable by virtue of the type and size of aircraft used or operated by the Operator at the Airport and the Operator shall at all times fully indemnify and keep indemnified the Company against any breach of this clause 13 without prejudice to any other rights the Company shall have under these Conditions of Use whether or not such rights are enforced by the Company.

Note: The Airport Operators Association, recommends a minimum of £1,000,000(one million) of insurance cover for all aircraft using Association member airports or as is required under EU Regulation 785 of 2004 based on MTOW whichever is the higher.

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

16 Damage to Airport Property:

Where an airport user damages airport property (for which the avoidance of doubt includes, but is not limited to, the runway, buildings, security barriers and fences) the Company shall have the right to recharge the user for any and all reasonable costs incurred by the Company. This includes, but is not limited to, materials, vehicles, manpower, equipment etc., deemed necessary to make good the damage.

17 The Company reserves the right at any time to amend or vary any of the charges and conditions set out in this document.