

Terms & Conditions
of Use
for
Coventry Airport

1. TERMS OF USE

Coventry Airport (“the Airport”) is operated under the control of Coventry Airport Limited (the Company)

The use of Coventry Airport facilities is subject to:

- (a) Local flying restrictions and procedures as published from time to time in UK Air Pilot and NOTAMS
- (b) Any orders, instructions or direction given by or on behalf of the Company whether in writing or otherwise
- (c) The Airport’s Bye-Laws
- (d) Any order, instructions or directions given by or on behalf of relevant Government Departments

All users’ attention is particularly drawn to paragraph 6 of these Terms of Use (limitation of Company’s liability)

1.1 Definitions

If any words are not defined in these Terms of Use they shall, unless the context requires otherwise, have such meanings as are attributed to them in the current edition of the International Air Transport Association Airport Handling Manual or the Airport Bye Laws

- 1.1.1 “Aircraft” includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
- 1.1.2 “Airport Manager” means the person for the time being employed by the Company to be in charge of the Airport and includes any other person for the time being in charge of the Airport
- 1.1.3 The “Company” which term shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Coventry Airport whose Registered Office is at Control Tower, Coventry Airport North, Rowley Road, Coventry, CV3 4 FR or any successor or assignee of the Company for the time being.
- 1.1.4 “User” means a commercial operator or private user of an Aircraft at the Airport
- 1.1.5 Unless the context otherwise requires, a reference to one gender includes a reference to other genders.
- 1.1.6 Paragraph headings shall not affect the interpretation of these Terms of Use and references to paragraphs are to paragraphs in these Terms of Use
- 1.1.7 Words in the singular shall include the plural and vice versa
- 1.1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes and subordinate legislation for the time being made under it
- 1.1.9 A reference to writing or written includes faxes but not e-mail.

1.2 Local Flying Restrictions

All Users of the Airport shall comply with the local flying restrictions, rules and remarks published from time to time in any aeronautical information publication without limitation.

1.3 Compliance with instructions, orders and directions

- 1.3.1 All Users of the Airport shall comply with:
 - 1.3.1.1 All written instructions, orders or directions published from time to time by the Airport Manager without limitation.
 - 1.3.1.2 All oral instructions, orders or directions given by the Airport Manager; and
 - 1.3.1.3 The Airport Bye Laws in force from time to time, a copy of which is available on request

- 1.3.2 Aviation fuel may only be supplied when the Company is satisfied that there is adequate fire cover available at the Airport
- 1.3.3 No person shall without the written approval of the Company, store or supply fuel or lubricants for Aircraft using the Airport
- 1.3.4 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company
- 1.3.5 The Company requires:
- a) The User to take out and maintain at all times passenger, baggage, cargo and third party liability insurance, in respect of any Aircraft used or operated at the Airport by the User in a sum which shall in respect of any one event be at such levels as the Company in its absolute discretion deems to be reasonable by virtue of the type and size of Aircraft used or operated by the User at the Airport, using as a reference the levels set out in the EC Regulation EC No.785/2004. Furthermore, the User will ensure that such passenger, baggage, cargo and third-party liability insurance will be without any overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events or claims.
 - b) That the User of vehicles requiring airside access shall comply at all times and in all respects with the Company's policies on airside vehicles as laid down in the Aerodrome Manual or any other such policy, amendments, variation etc. whatsoever as from time to time laid down by the Company in its absolute discretion. The User shall at all times ensure that vehicles are fully and properly insured for third party risks for not less than £30 million.
 - c) That the User shall on demand produce to the Company sufficient documentary proof of such insurance policies. Further, the User shall at all times fully indemnify and keep indemnified the Company against any breach of this paragraph 1.3 without prejudice to any other rights the Company shall have under these Terms and Conditions of Use whether or not such rights are enforced by the Company.
 - d) The User to have a basic aircraft maintenance contract in place for each aircraft at the Airport prior to its commencement of operations.
 - e) The User to have in place adequate emergency orders and Aircraft recovery arrangements, copies of which must be lodged with the Company prior to its commencement of operations.
 - f) The User to produce on demand to the Company evidence of compliance with all prevailing health and safety legislation.
- 1.3.6 When an Aircraft is involved in an incident which prevents use of any part of the Airport, the User will, within one hour subject to AAIB permission, commence removal/rescue or salvage of the Aircraft, and in default the Company reserves the right to remove/rescue or salvage the Aircraft at its discretion. If the User or its nominated agent should fail to remove or rescue a disabled Aircraft or neglect to do so within one hour subject to AAIB permission or as determined at the Company's discretion, the Company reserves the right for the Company to remove, rescue or salvage the Aircraft under the authority of the Company. The User shall be responsible for and indemnify the Company against all damage, claims, costs, demands, acts or omissions howsoever arising while the Company or any aircraft recovery agent remove, rescue or salvage the Aircraft and undertakes to be responsible for all costs, damages or losses (whether direct, indirect or consequential to include loss of revenue, loss or profit or loss of use) arising from the recovery of an Aircraft.

1.4 Airport charges

- 1.4.1 All Users of the Airport shall pay the tariff as published on the Company Website (unless otherwise agreed before the charges are incurred). If any services, facilities or supplies are provided to a User of the Airport which are not referred to in the Tariff, the amount to be charged shall be the amount determined by the Company in its absolute discretion (unless otherwise agreed before the charges are incurred).

- 1.4.2 Any periodical fees set out in the Company's Tariff shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport unless some arrangement has been agreed in writing or otherwise by the Company. Operators who have not previously entered into credit arrangements with the Company and who wish to be offered credit facilities must make an application in writing to the Company Financial Controller in advance of operations.
- 1.4.3 All fees and charges or other indebtedness due to the Company on any account whatsoever shall (unless otherwise agreed by the Company in writing and subject to paragraph 10.2 of these Terms and Conditions of Use) be payable on demand by the Company and in any event before the Aircraft in relation to which the fees and charges or other indebtedness were incurred departs from the Airport. Any credit facilities granted by the Company may be immediately withdrawn by the Company on the occurrence of any event as detailed in paragraph 10.
- 1.4.4 Notwithstanding any purported allocation by the User, the Company shall be entitled in its absolute discretion to allocate any monies received from or on behalf of a User against any indebtedness owed by the User to the Company.
- 1.4.5 The Company may, without prejudice to any rights it may have, set off any liability of the User to the Company against any liability of the Company to the User.
- 1.4.6 If the User fails to make any payment on the due date, the Company shall be entitled to charge interest until payment in full is made (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the User shall pay the interest immediately on demand.
- 1.4.7 The Company reserves the right to withhold the supply of fuel to a User if there are any monies owed to the Company by the User on any account whether or not payment in cash or otherwise is offered for the fuel.
- 1.4.8 A surcharge may be applied to Aircraft operating on Christmas Day or New Year's Day at the discretion of the Company.
- 1.4.9 Time for payment shall be of the essence for these Terms of Use.
- 1.4.10 Operator discounts, promotions and incentives must be claimed by the Operator within six months of the end of the relevant season to which the discount, promotion or incentive pertains.

1.5 Lien

- 1.5.1 Without prejudice to its statutory rights pursuant to section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company (statutory or otherwise), so long as an Aircraft (which expression shall include any of its parts and accessories stored at the Airport) shall be at the Airport, the Company shall have a contractual lien, both general and particular, ("the Lien") upon the Aircraft for any fees and charges or any other indebtedness due to the Company on any account whatsoever which shall become due and payable to the Company either:
- 1.5.1.1 in respect of the Aircraft in relation to which the tariff or other indebtedness were incurred, whether or not these were incurred by the person who is the User at the time when the Lien is exercised; or
- 1.5.1.2 in respect of any other Aircraft of which the person in default of payment is the User at the time when the Lien is exercised.
- 1.5.2 The Lien shall not be lost by reason of the Aircraft leaving the Airport but shall continue and shall be exercisable when the Aircraft returns to the Airport so long as any part of such fees, charges or indebtedness remains unpaid.
- 1.5.3 The Lien shall be in addition to and without prejudice to any right of detention or any other remedy or power which the Company may have whether under the Civil Aviation Act 1982 or any other provision.

- 1.5.4 If payment of any tariff in respect of which a Lien has been exercised by the Company is not made to the Company within 56 days after notice has been sent to the registered owner of the Aircraft, 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 all or part of the Lien.
- 1.5.5 If an event as set out in paragraphs 1.10.1.1 to 1.10.1.11 occurs then non-payment of any charges which have been incurred as at that date shall be deemed to be in default of payment for the purposes of section 88 of the Civil Aviation Act 1982.

1.6 Exclusion and Limitation of Company's liability

- 1.6.1 Nothing in these Terms of Use shall exclude, restrict or limit the Company's liability for fraud, death or personal injury caused by its negligence or the negligence of its employees or agents.
- 1.6.2 Neither the Company nor their respective employees, servants or agents shall be liable for:
- (a) any costs, claims, damage or loss whatsoever to any Aircraft, its parts or accessories or any property contained in the Aircraft at any time, including while the Aircraft is on the Airport or in the course of landing or taking off at the Airport or arising out of the performance of any ground handling services provided by the Company, or being removed or dealt with elsewhere; or
 - (b) any other loss, damage or injury to any person or otherwise howsoever caused, resulting directly or indirectly from any act, omission, negligence or other default on the part of the Company or its employees, servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute. Furthermore neither the Company nor their respective employees, servants or agents shall be liable to the Operator for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.
- 1.6.3 The Company gives no warranty as to the continuous use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access of the public to the Airport.

1.7 User's responsibility

Each User shall be responsible for:

- 1.7.1 its Aircraft and other property while at the Airport;
- 1.7.2 taking all steps necessary so as adequately to secure its Aircraft and other property while at the Airport and for restricting unauthorised access to, or unauthorised use of, such Aircraft and property;
- 1.7.3 the operation by the User, its agents and employees of its Aircraft and other property at the Airport and shall keep the Company indemnified against all costs, claims, damage, loss or injury due to, or arising out of the User's breach of any of such responsibilities.
- 1.7.4 No person shall without the written approval of the Company store or supply fuel or lubricants for aircraft using the airport.
- 1.7.5 No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by the Company.

1.8 Provision of information

- 1.8.1 The User shall furnish the Company in the Company's prescribed format with any information regarding the movements of its Aircraft at the Airport within 24 hours of each such movement including, but not limited to, any information regarding the timing of each such movement, the number of terminal and transit passengers and the volume of cargo and mail embarked or disembarked at the Airport.
- 1.8.2 The User shall also furnish the Company on demand with details of the maximum total weight authorised in respect of each Aircraft operated by it and shall inform the Company of any changes to this information immediately they occur at the Airport.
- 1.8.3 Where the User fails to provide any information required by this paragraph 8, the Company shall be entitled to assess the charges payable hereunder by the User by reference to the maximum total weight and the maximum passenger capacity of the Aircraft. The User shall pay the re-calculated charges as assessed by the Company

1.9 Force Majeure

- 1.9.1 The Company shall not be liable to a User or be deemed to be in breach of contract by reason of any delay in performing or providing, or any failure to perform or provide, any services, facilities or supplies if the delay or failure is due to any cause beyond the Company's reasonable control.
- 1.9.2 The following shall be regarded without limitation as causes beyond the Company's reasonable control;
- (a) act of God, adverse weather conditions, flood, storm, tempest, explosion, fire or accident;
 - (b) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, whether of the United Kingdom or abroad;
 - (c) air traffic control delays or restrictions;
 - (d) import or export regulations or embargoes;
 - (e) strikes, lock-outs or other industrial actions or trade dispute (whether involving the Company's employees or those of a third party);
 - (f) difficulties in obtaining labour, transport, fuel, parts or machinery;
 - (g) breakdown in machinery or equipment;
 - (h) failure or obstruction of runway or taxiway;
 - (i) interruption or failure of any utility service including but not limited to electricity, gas or water

1.10 Termination and insolvency

- 1.10.1 This paragraph applies if:
- 1.10.1.1 the User suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 1.10.1.2 the User commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 1.10.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the User (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 1.10.1.4 the User (being an individual) is the subject of a bankruptcy petition or order;
- 1.10.1.5 a creditor or encumbrancer of the User attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 1.10.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the User (being a company);
- 1.10.1.7 a floating charge holder over the assets of the User (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 1.10.1.8 a person becomes entitled to appoint a receiver over the assets of the User or a receiver is appointed over the assets of the User;
- 1.10.1.9 any event occurs, or proceeding is taken with respect to the User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 2.10.1.1 to 2.10.1.11
- 1.10.1.10 the User ceases or suspends, or threatens to suspend or cease, to carry on all or part of its business;
- 2.10.1.11 a User fails to pay an amount due on the due date;
- 1.10.1.11 a User ceases or threatens to cease using the Airport; or
- 1.10.1.12 a User commits a material breach of these Terms of Use and fails to remedy that breach (if the breach is remediable) within 21 days of being notified in writing of the breach.
- 1.10.2 If this paragraph applies then, without prejudice to any other right or remedy available to it:
 - 1.10.2.1 the Company shall be entitled to withhold all services, facilities or supplies from the User without being under any liability to the User; and
 - 1.10.2.2 all fees, charges and other indebtedness in respect of services, facilities or supplies already provided to the User shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary; and
 - 1.10.2.3 the User shall return all Company materials (including aviation fuel) which the User has not fully paid for. If the User fails to do so, then the Company may enter the User's premises at the Airport and take possession of them. Until the materials have been returned, the User shall be solely responsible for their safekeeping.

1.11 Services to be provided

Unless otherwise agreed by the Company in writing, the following services at the Airport will be available to Users on request and shall be provided exclusively by the Company or its agents;

- 1.11.1 Passenger handling;
- 1.11.2 Marshalling of Aircraft;
- 1.11.3 Baggage handling;
- 1.11.4 Cargo handling;
- 1.11.5 Aircraft internal cleaning (on ramp);
- 1.11.6 General apron services;
- 1.11.7 Supply of aviation fuel;
- 1.11.8 General aviation and executive handling; and
- 1.11.9 Security.

1.12 No right to set off

All fees and charges payable by a User shall be paid in full, without counterclaim, with holding or other deduction on any account whatsoever

1.13 Choice of law

These Terms and Conditions of Use shall be governed by and construed according to English Law and the Company and the Operator shall submit to the exclusive jurisdiction of the English Courts as regards any claim or dispute arising from their interpretation or exercise.

1.14 Invalidity

If any provision of these Terms of Use is held by any competent authority to be invalid or unenforceable in whole or part, then the validity of the other provisions of these Terms of Use shall not be affected thereby.

1.15 Waiver

1.15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms of Use or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

1.15.2 No single or partial exercise of any right or remedy provided under these Terms of Use shall preclude or restrict the further exercise of any such right or remedy.

1.15.3 A waiver of any right or remedy provided under these Terms of Use or by law shall only be effective if it is in writing and signed by the Airport Director and shall apply only to the User and for the specific circumstances for which it is given. It shall not prevent the Company subsequently relying on the right or remedy in other circumstances.

1.16 Indemnity

1.16.1 The Company, its employees, servants and agents shall be kept indemnified by the Operator against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of the Company) of any description due to or arising out of the use by the Operator of the Airport, the presence of the Operator's Aircraft or other property on the Airport or on areas or premises occupied or controlled by the Company or anything done, permitted or omitted by the Operator or any of its employees, servants or agents in or upon the Airport, save to the extent that such costs, claims, injury, damage or loss are caused by the Company or their employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.

1.17 Variation

1.17.1 The Company reserves the right at any time upon giving notice to amend, vary or discharge any of the Terms of Use set out herein.

1.17.2 No variation of these Terms of Use shall be valid unless agreed in writing with the Airport Manager

1.18 Notices

1.18.1 A notice or other communication given to a party under or in connection with these Terms of Use:

1.18.1.1 Shall be in writing in English (or accompanied by a properly prepared translation into English);

1.18.1.2 Shall be signed by or on behalf of the party giving it;

1.18.1.3 Shall be sent to:

- in the case of a User of the Airport, to the last known address of the User,
- in the case of a User (being a company), to the company's registered office;

1.18.1.4 Shall be:

- delivered personally; or
- sent by commercial courier; or
- sent by fax; or
- sent by pre-paid first-class post or recorded delivery; or
- sent by airmail requiring signature on delivery.

1.18.2 If a notice or other communication has been properly sent or delivered in accordance with this paragraph, it will be deemed to have been received as follows:

- if sent by fax, at the time of transmission; or
- if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
- if sent by airmail, 5 days from the date of posting.

1.18.3 For the purposes of this paragraph:

1.18.3.1 all times are to be read as local time in the place of deemed receipt; and

1.18.3.2 deemed receipt under this paragraph is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.

1.18.4 To prove delivery, it is sufficient to prove that:

1.18.4.1 if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or

1.18.4.2 if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted.

1.18.5 The provisions of this paragraph 17 shall not apply to the service of any process in any legal action or proceedings.

1.18.6 A notice or other communication required to be given under or in connection with these Terms of Use shall not be validly served if sent by e-mail.

1.19 Rights of third parties

A person who is not a party to these Terms of Use shall not have any rights under or in connection with them

1.20 Assignment

1.20.1 The User shall not without the prior written consent of the Company, assign, transfer charge, mortgage, subcontract or deal in any other matter with all or any of its rights or obligations under these Terms of Use.

1.20.2 The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

2. GLOSSARY

Aircraft	Includes all fixed wing and rotor wing aircraft and all parts, accessories, components, equipment and stores.
Aircraft Parking Charges	means the charge referred to in The Fees and Charges.
Airline	includes Operator, alliance/ codeshare partner, franchisee and a subsidiary carrier or operator.
Airport	means Coventry Airport.
Ambulance Flight	means any flights transporting a patient or human organ or organs.
Apron Services	means the charges referred to in The Fees and Charges
Standard Landing Fees	means the charges referred to in section 1 of this document as amended or notified from time to time.
Claim	includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.
Company	means Coventry Airport Limited which shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include any employees, servants or agent, means Coventry Airport whose Registered Office is at Control Tower, Coventry Airport North, Rowley Road, Coventry, CV3 4FR or any successor or assignee of the Company for the time being.
Corporate Aviation	means national and international commercial aircraft movements that are not classified as general aviation, military, scheduled commercial or cargo and / or not handled through the terminal building.
Disabled Persons and Persons of Reduced Mobility Charge	means those referred to in section 1 of this document.
Diverted Aircraft	means an Aircraft diverted from its intended Airport destination to Coventry Airport.
Final Destination Airport	means the final destination on any route from Coventry Airport (non-stop service or multi sector service) that is reached without changing aircraft and/or flight number.
FOC	means Free of Charge.
Force Majeure	means the definition referred to in point 1.9 of the terms and conditions of use in this document.
General Aviation	means all flights other than military, cargo, scheduled airline (both private and commercial).



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.
Loss	loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.
Maximum Take Off Weight Authorised	means the maximum weight of the Aircraft and its contents at which the aircraft may take off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However if the certificate indicates a MTOW at which the Aircraft may taxi, that weight shall be taken to be the MTOW Authorised. Operators will be charged at the certified MTOW unless the Airport Finance Department is notified in writing prior to the movement of the reduced MTOW aircraft. Refunds cannot be issued retrospectively.
Operator	means the person, firm, or company for the time being having the management of an Aircraft.
Out of Hours Surcharge	means charges referred to in point 1.4 of this document where an aircraft chooses to land or take off, fuel, manoeuvre or require handling outside the published opening hours of the Airport.
Passenger	means Terminal Passengers, Transfer passenger or Transit Passengers.
Passenger Aircraft	means an aircraft on which passengers are carried.
QC Rating	means the Quota Count Rating. This is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data.
Remote Stand	means an aircraft parking stand that has been designated as remote.
Route	means any route from the Airport to the final Destination Airport.
Scheduled Service	means services operated according to a published timetable, including those supplementary to them and open to use by members of the public.
Service	means any Route operated to or from the Airport.
Standard Landing Fees	means the charges referred to in point 1.4 of this document.
Terminal Building	means the Departure Hall, Lounge, Boarding Gates and Arrivals Halls. It includes concourses, retail and catering outlets, aprons and other public areas or offices.

Terminal Passenger	means a passenger joining or leaving an aircraft at the Airport. Terminal Passengers include Transfer and Transit Passengers.
Terms	means the Terms and Conditions contained in Section 1.
Transfer Passenger	means a passenger identified by the Handling Agent who arrives at the airport by one aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another aircraft and is treated as a Terminal Passenger.
Transit Passenger	means a passenger who arrives in and departs from the Airport on the same Aircraft.
User	means a commercial operator or private user of an aircraft at the Airport.