

# Edinburgh Airport

## Conditions of Use

### Including Airport Charges

From 1<sup>st</sup> April 2021 – 31<sup>st</sup> December 2021

## **Edinburgh Airport Limited**

Company Number is SC096623

The registered office for this company is at:

Edinburgh Airport Limited  
Edinburgh Airport  
Edinburgh  
EH12 9DN

Telephone                      0844 448 8833 (General)  
   0131 344 3141 (Credit Control)

## Preface

1. These Conditions of Use apply to Edinburgh Airport and replace those issued in respect of Edinburgh Airport on 1<sup>st</sup> January 2021.
2. These charges exclude handling or apron services provided by independent handling agents.
3. The Unfair Contract Terms Act 1977 affects terms of notices which exclude or restrict liability for negligence. Edinburgh Airport Limited draws the attention of potential users of Edinburgh Airport to Condition 2.2 of the Conditions of Use which excludes their respective liability in certain circumstances.
4. Section 88(1) of the Civil Aviation Act 1982 entitles airport companies to detain aircraft for the non-payment of Airport Charges. Section 88(1) provides as follows:

“Where default is made in the payment of Airport Charges incurred in respect of any aircraft at an aerodrome to which this section applies, the aerodrome authority may (subject to the provisions of this section):

  - a) detain pending payment either:
    - (i) the aircraft in respect of which the charges were incurred whether or not they were incurred by the person who is the Operator of the aircraft at the time when the detention begins, or
    - (ii) any other aircraft of which the person in default is the Operator at the time when the detention begins, and
  - b) if the charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges.”
5. For any queries regarding invoicing please contact the Credit Control Department at Edinburgh Airport (see Condition 2.5.11). Any other queries should be addressed in the first instance to the Edinburgh Airport general office telephone number.
6. Navigation services at Edinburgh are provided by Air Navigation Solutions Limited (ANS). The charging mechanism for Air Navigation Services is by weight of aircraft, per metric tonne (MT) payable on arrival.

# Edinburgh Airport Limited – Conditions of Use

These Conditions are effective from 01 April 2021

## Table of Contents

<b>Including Airport Charges .....</b>	<b>1</b>
<b>1. Definitions and Interpretation .....</b>	<b>5</b>
<b>2. Conditions.....</b>	<b>7</b>
2.1 General .....	7
2.3 Notices and Jurisdiction .....	8
2.4 Operational .....	9
2.5 Payment.....	9
2.6 Data.....	11
<b>3. Charges on Arrival and Departure .....</b>	<b>13</b>
<b>4. Parking Charges .....</b>	<b>13</b>
<b>5. Rebates.....</b>	<b>13</b>
5.1 New Services .....	13
5.2 Reduced and Own Terminal Facilities at Edinburgh Airport.....	14
<b>6. Special Permission for Reduced Take-off Charges.....</b>	<b>14</b>
6.1 Flying Clubs.....	14
<b>7. Surcharges .....</b>	<b>14</b>
7.1 Noise .....	14
<b>8. Minimum Charge on Departure .....</b>	<b>15</b>
<b>9. Sundry Charges and Passengers with Reduced Mobility (PRM) .....</b>	<b>15</b>
<b>10. Schedule of Charges.....</b>	<b>16</b>
<b>11. Schedule of Air Navigation Services Charges .....</b>	<b>17</b>
<b>Appendix 1 – Dispute Notification Form .....</b>	<b>18</b>

# Conditions of Use

## 1. Definitions and Interpretation

1.1 “Affiliates” means a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

1.2 “Airport” means Edinburgh Airport, Edinburgh, EH12 9DN.

1.3 “Airport Charges” include parking, weight, passenger and other charges as outlined in Condition 10.

For the purpose of Airport Charges, “Controlled” means any Passenger who boards a Controlled Flight and “Non-Controlled” means any Passenger who boards a Non-Controlled Flight. The decision of the Chief Executive Officer of the Airport Company as to this classification shall be absolute.

1.4 “Airport Company” means Edinburgh Airport Limited whose Registered Office is at Edinburgh Airport, Edinburgh, EH12 9DN and whose Company Number is SC096623.

1.5 “Airport Sundry Charges” means the sundry charges, PRM charges and ID centre charges published by the Airport at <http://www.edinburghairport.com/about-us/doing-business-with-us/conditions-of-use> as updated and amended;

1.6 “Air Navigation Services Charges” are charges collected separately to Airport Charges associated with provision of air navigation services by the Airport Company’s air traffic control provider as outlined in Condition 11.

1.7 “Air Transport Movement” means a Flight carried out for hire and reward. This comprises all scheduled Flights operated according to a published timetable where carriage is offered to the public whether loaded or empty, and all Flights where the capacity is contracted to another person but not empty positioning Flights.

1.8 “Applicable Law” means (i) legislation (including statute, statutory instrument, treaty, regulation, order, directive, by-law and decree) and common law; (ii) regulatory rules and guidance; and (iii) decisions, orders, notices or demands of a competent court, tribunal, regulatory body or governmental authority, in each case having the force of binding law or by which the Operator is bound.

1.9 “Business and General Aviation” means any air traffic not falling into any of the following categories:

- a. any traffic engaged on the Queen’s Flight or on Flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad;
- b. non-scheduled air transport operations for hire or reward in the case of Passenger air transport operations where the seating capacity of the aircraft used exceeds 10; or

c. Regular Public Transport Operations.

- 1.10 "Controlled" means that the dedicated assets, infrastructure and services associated with immigration and border control are utilised;
- 1.11 "Controlled Flight" means all Flights that are Controlled;
- 1.12 "Embarking Passengers" means all Passengers on board a departing aircraft.
- 1.13 "Facilities and Services" means the aircraft movement, Passenger processing and other general facilities and services provided by the Airport Company to Operators except to the extent that those facilities and services are provided to the Operator under a separate contract, lease, licence or other authority from the Airport Company.
- 1.14 "Flight" has the same meaning as in the Air Navigation (No.2) Order, 2002, as amended.
- 1.15 "Maximum Total Weight" means the maximum total weight of the aircraft and its contents;
- 1.16 "Maximum Total Weight Authorised" means the maximum take-off weight described on the noise certificate.
- 1.17 "Noise Certificate" means an airframe noise certificate issued in accordance with the requirements of the International Civil Aviation Organisation.
- 1.18 "Non-Controlled" means that the dedicated assets, infrastructure and services associated with immigration and border control are not utilised;
- 1.19 "Non-Controlled Flight" means a Flight which is Non-Controlled;
- 1.20 "Operator" means the person for the time being having the management of an aircraft.
- 1.21 "Passenger" means any person, including infants, carried on an aircraft with the exception of the flight and cabin crew operating the aircraft flight.
- 1.22 "Regular Public Transport Operations" or "RPT" means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.
- 1.23 "Regulation" means EC regulation 261/2004.

- 1.24 “Terminal Departing Passenger” means any Passenger aboard an aircraft at the time of take-off, other than a Transit Passenger.
- 1.25 “Time of Landing” means the time recorded by the Airport Company’s air traffic control provider at the Airport as the time of touch down of an aircraft, and the “Time of Take-off” means the time recorded by the Airport Company’s air traffic control provider as the time when the aircraft becomes airborne.
- 1.26 “Transit Passenger” means a Passenger who arrives at the Airport in an aircraft and departs from the Airport in the same aircraft, where such an aircraft is operating a through flight transiting the Airport, and includes a Passenger in transit through the Airport who has to depart in a substituted aircraft because the aircraft on which the Passenger arrived has been declared unserviceable.
- 1.27 References to ‘Chief Executive Officer’ shall include a nominated deputy.
- 1.28 References to a “Certificate of Airworthiness” shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.

## **2. Conditions**

An Operator using the Airport agrees to be bound by the following Conditions:

### **2.1 General**

#### **Compliance**

- 2.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom AIP (Aeronautical Information Publication).
- 2.1.2 Compliance with Applicable Law and any other rules, instructions, orders, policies, notices, directions and procedures applicable to the Airport regarding, amongst other things security, aircraft operation, airport operation and health and safety matters and any further rules, policies, notices, directions and procedures issued by the Chief Executive Officer of the Airport Company or such other person or persons who may from time to time exercise their functions or be responsible for the administration of the Airport, and those rules, policies and procedures as they may be updated and/or replaced from time to time by the Airport Company
- 2.1.3 Compliance with the directives on security of airports and aircraft issued by the Department for Transport and where appropriate by the US Federal Aviation Administration.
- 2.1.4 Where the Airport Company reasonably believes there has been a non-compliance with or contravention of any of Conditions 2.1.1, 2.1.2 or 2.1.3, it may request and the Airline must provide a copy of any internal investigation or other document detailing such non-compliance or contravention.
- 2.1.5 If the Operator fails to comply with any of Conditions 2.1.1, 2.1.2 or 2.1.3, it will be liable to pay any relevant charge or penalty applicable to such non-compliance under the Airport Company’s Airside Infringement Scheme.

### **2.2 Liability**

### **Death & Personal Injury**

- 2.2.1 Nothing in these Conditions shall limit the Airport Company's liability for death and/or personal injury resulting from the negligence of the Airport Company or its servants, agents or Affiliates.

### **Damage to Aircraft and Operator Property**

- 2.2.2 Neither the Airport Company, nor its servants, agents or Affiliates shall be liable for loss of or damage to an aircraft, its parts or accessories or any property contained in an aircraft, occurring while the aircraft is at the Airport or is in the course of landing or taking-off at the Airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Airport Company or its servants, agents or Affiliates unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

### **Operational Issues**

- 2.2.3 Neither the Airport Company, nor its servants, agents or Affiliates shall be liable for any failure to provide any service, assistance or facilities where such failure results from events or circumstances beyond the Airport Company's reasonable control or from operational requirements of, or incidents affecting, the Airport (such as operational requirements or incidents relating to safety and security, Airport development and growth, infrastructure outages, repairs and maintenance).

### **Indirect Losses and Claims**

- 2.2.4 Neither the Airport Company, nor its servants, agents or Affiliates shall be liable for any indirect or consequential loss or damage (including loss of reputation or goodwill and loss of profits or revenue) or for any claims relating to delays to or cancellations of aircraft departures or arrivals (including as a result of claims by passengers under the Regulation).

### **Liability Cap**

- 2.2.5 Subject to Condition 2.2.1, the maximum liability of the Airport Company under these Conditions shall be limited to the lesser of £250,000 (Two Hundred and Fifty Thousand Pounds) and 100% of the total charges paid by the Operator in the previous 12-month period (less any incentives applying in accordance with Condition 5.1).

## **2.3 Notices and Jurisdiction**

- 2.3.1 Where the Operator is resident outside of the United Kingdom, it shall provide the Airport Company with the name and address of an agent resident in the United Kingdom authorised to accept service of documents, including legal process, on its behalf. A notification of an agent under this Condition shall be irrevocable unless replaced by another agent resident in the United Kingdom and notified to the Airport Company. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

- 2.3.2 The Airport Company shall communicate with the Operator with regard to these Conditions in writing and sent to the address in the United Kingdom provided under Condition 2.3.1, or to the registered office of an Operator who is resident in United Kingdom, by pre-paid first class post or registered mail or email. Any notice shall be deemed to have been served:

- 2.3.2.1 if delivered by hand, at the time and date of delivery;
- 2.3.2.2 if sent by first class post, 48 hours from the date of posting;
- 2.3.2.3 if sent by registered mail, such date as evidenced by postal receipt; or
- 2.3.2.4 if sent by e-mail, if the e-mail is sent on a business day before 4.30p.m., on that day; or in any other case, on the next business day after the day on which it was sent.

- 2.3.3 Nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.



- 2.3.4 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in Scotland in accordance with the law of Scotland and shall in all respects be construed and interpreted in accordance with the law of Scotland and the Airport Company and the Operator hereby submit to the non-exclusive jurisdiction of the Courts of Scotland to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).
- 2.3.5 Nothing in these Conditions shall be taken to confer a right on an Operator to use the Airport without the consent of the Airport Company and the Airport Company reserves the right to withdraw such consent where the Operator has breached these Conditions.

## **2.4 Operational**

### **Slots**

- 2.4.1 Prior to the commencement of a programme of commercial services, or the operation of any irregular service at the Airport, details should be notified to Airport Co-ordination (ACL). Contact details are as follows:

Airport Co-ordinator (ACL),  
Viewpoint,  
240 London Road,  
Staines-Upon-Thames,  
TW18 4JT

Tel: 0208 564 0614  
Fax: 0208 564 0690  
+SITA: LONACXH  
E-mail: [LONACXH@acl-uk.org](mailto:LONACXH@acl-uk.org)

### **Airport Systems**

- 2.4.2 Operators will use or make suitable arrangements for agents to use any common user systems installed at the Airport, including IT systems such as Airport Operational Systems, check-in desks, and hold baggage search and handling systems. Charges for such systems are included in the Airport Sundry Charges.

### **Ground Handling**

- 2.4.3 Operators will appoint a handling agent that has entered into a ground handling agreement with the Airport, or where the Operator is self-handling will agree to enter into the standard ground handling licence agreement of Edinburgh Airport for all ground handling activities as determined by the EU ground handling directive. This is a requirement for all Flights including general aviation, cargo, military and helicopter movements. Any exception to this is at the discretion of the Airport Chief Executive Officer. Operators are responsible for the acts and omissions of their handling agents and any other third parties appointed by them to provide services at the Airport.

### **Policing and Security**

- 2.4.4 Where any Flight imposes an additional policing or security requirement over and above the services normally provided by the Airport, the Chief Executive Officer of the Airport Company may require the Operator to pay a charge equivalent to the additional identified cost of security provision for that Flight.

## **2.5 Payment**

- 2.5.1 The Operator shall pay the appropriate charges for landing, departing, stand utilisation and parking of an aircraft, as set out in Condition 10 (Schedule of Charges). The Operator shall also pay for Air Navigation Services Charges incurred as outlined in Condition 11 (Schedule of Air Navigation Services Charges). The Operator shall also pay for any supplies, and Facilities and Services provided at the Airport by or on behalf of the Airport Company at the charges determined by the Airport Company.
- 2.5.2 All charges referred to in this Condition shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to the Airport Company on demand and in any event before

the aircraft departs from the Airport unless otherwise agreed by the Airport Company (which agreement may be withdrawn at any time at the discretion of the Airport Company) or unless otherwise provided in the terms for payment included in the invoice for such charges.

- 2.5.3 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to the Airport Company as if no such tax or charge had been imposed.
- 2.5.4 All sums payable to the Airport Company are exclusive of VAT which shall, where applicable, be paid by the Operator in addition at the rate in force at the relevant tax point.
- 2.5.5 All sums due which are not paid on the due date (which unless otherwise agreed will be 14 days from the date of invoice) shall bear interest at the annual rate of 3% over the current Bank of England Base Rate (subject to a minimum annual interest rate of 6%), calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 2.5.6 Where an Operator has not used the Airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations), the Chief Executive Officer may at their discretion, require a deposit to be lodged with the Airport Company before Flights by that Operator commence. Any such deposit shall be paid to the Airport Company and shall be in such a sum as the Chief Executive Officer shall consider to be equivalent to the anticipated charges that the aircraft Operator shall incur (based on the anticipated number and type of Flight planned) for 3 months of operations by that Operator. If the Operator ceases to operate Flights from the Airport the Chief Executive Officer shall refund the deposit, subject to the right of the Airport Company (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above provisions.
- 2.5.7 If the Airport Company is not reasonably satisfied that an Operator has capacity to meet its ongoing financial obligations under these Conditions or does not adhere to the payment terms, then the Airport Company may require a cash deposit or an unconditional bank guarantee in an acceptable form. This deposit or bank guarantee shall be for an amount equal to the Airport Company's reasonable estimate of the Airport Charges the Operator is likely to incur over a 3 month period.
- 2.5.8 If an Operator fails to adhere to the payment terms on more than one occasion or an Operator's deposit and/or guarantee is exhausted then the Airport may require the Operator to pay their Airport Charges monthly in advance.
- 2.5.9 Under the Civil Aviation Act 1982, the Airport Company has the power to detain aircraft where default is made in the payment of charges outlined in Sections 9 - 11. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the Operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the Operator at the time the detention begins.
- 2.5.10 The Operator shall not without the express written consent of the Airport Company be entitled in respect of any claim they may have against the Airport Company or otherwise to make any set off against or deduction from the charges provided for in these Conditions. They must pay such charges in full pending resolution of any such claim. Without prejudice to the Company's other payment rights and powers in this Condition 2, the Airport Company may set off any sums due (liquidated or not) from the Operator to the Airport Company under these Conditions or any other contract with the Airport Company against any payments due from the Airport Company to the Operator under or in relation to these Conditions or any other contract between them.
- 2.5.11 Any queries relating to invoices should be logged with the Credit Control Department (Tel: 0131 344 3141 or email [EAL\\_creditmanagement@edinburghairport.com](mailto:EAL_creditmanagement@edinburghairport.com)) at Edinburgh Airport Limited within 10 days of the invoice date. If an Operator disputes an invoice issued in connection with these

Conditions, then the Operator must complete the Dispute Notification Form at Appendix 1 and lodge it within 10 days of the matter arising along with evidence of the matter in dispute.

## 2.6 Data

Data requirements are as follows:

### Reference Data

2.6.1 The Operator shall, or shall ensure that its appointed handling agent, furnish on demand, in such form as the Airport Company may from time to time determine:

- fleet details including Maximum Total Weight Authorised (in kilograms), noise characteristics of each aircraft owned or operated by the Operator (see Condition 7.1.2 below) and engine specifications;
- ownership or registration details for the fleet (as amended) to be advised before the 20th of the month preceding first usage of the Airport;
- scheduled time of operation (in UTC) of all Flights with a flight duration of greater than 4 hours from point of origin to the Airport; and
- flight plan call signs.
- fleet Noise Certificates

### Payload Data

2.6.2 The Operator shall, or shall ensure that its appointed handling agent, within 24 hours of each movement furnish on demand, in such form as the Airport Company may from time to time determine:

- accurate information relating to the movement of its aircraft or aircraft handled by the agent at the Airport. This will include the information about the total number of Terminal Departing Passengers and Transit Passengers (including children and infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport;
- details of the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator; and
- name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.

The Airport Company will be entitled at their discretion to ask for such information sooner than the 24 hour time period where operational reasons require it, and for further information or clarification from the Operator in respect of the information already given.

### Operational Data

2.6.3 The Operator shall provide in a timely manner complete and accurate operational data by automatic electronic means using (and conforming to) IATA messaging and communications standards. A handling charge may be raised when data cannot be submitted electronically.

The required operational data includes:

- aircraft registration (including aircraft substitutions);
- variations to schedule (including flight number, aircraft type, route and scheduled time of operation);
- estimated times of operation;
- actual times on and off stand;
- stand departure delays greater than 15 minutes; and
- turnaround linked flight numbers and registrations (including changes).
- accurate passenger numbers for departing and arriving flights

The following data is also required:

- advance Passenger details – forward booking information;
- baggage information messages (BIM's): BTM, BSM, BPM, BUM, BNS, BCM; and
- misconnected baggage information – MSF world tracer report.

In providing this data, the following standard IATA messages must be used:

LDM	LOAD MESSAGE	IATA AHM	583
MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	ADHOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
BSM	BAGGAGE SERVICE MESSAGE	IATA RP	1745
MSF	WORLD TRACER FAULT STATION LOG		

The Airport Company prefers to receive LDM messages, but where MVTs are used, the Operator shall, or its appointed handling agent shall, input the relevant infant passenger numbers for each particular flight into the Airport Company's operating system immediately after the relevant MVT message has been sent. The Airport Company IT systems recognise and strictly apply the following IATA standards, which must be used by the Operator when inputting data and any other codes will not be accepted:

Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	011
Form of INTERLINE BAGGAGE TAG	IATA RES	740

SITA messages concerning movement and payload data can be sent to the Airport using the following address:

Edinburgh Airport Ltd. EDI PA7X

#### **Data Verification**

- 2.6.4 The Airport Company may request copies of 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 and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NO<sub>x</sub> emissions level. The Operator shall, immediately following a request in writing having been made by the Airport Company, supply it with the original copies of such documents.
- 2.6.5 Where the Operator, or its handling agent, fails to provide the information required in Condition 2.6.2 (payload data) within the period stipulated herein the Airport Company shall be entitled to

assess the charges payable hereunder by the Operator for a Flight by reference to the maximum Passenger capacity of a Flight and the Maximum Total Weight Authorised.

### **Data Delivery**

2.6.6 Queries regarding data delivery should be addressed to:

Email: [EAL\\_Traffic\\_Charging@edinburghairport.com](mailto:EAL_Traffic_Charging@edinburghairport.com)

Tel: 0131 348 4187

### **Data Use**

2.6.7 The Operator acknowledges and agrees that the Airport Company may at their discretion use the information that the Operator provides under this Condition 2.6 for the purpose of keeping Passengers and the public informed of the status of Regular Public Transport operations, and Business and General Aviation using the Airport.

## **3. Charges on Arrival and Departure**

3.1 The charges that will be made by the Airport Company on departure are set out in the Schedule of Charges at Condition 10. The weight charge on departure will be assessed and payable on the basis of the Maximum Total Weight Authorised. The combined weight charge plus passenger charge is subject to the payment of a minimum charge referred to in Condition 8. For the purposes of Airport Charges, Eire is categorised as Non-Controlled.

3.2 Air Navigation Services Charges are payable on arrival and will be assessed and payable on the basis of the Maximum Total Weight Authorised.

## **4. Parking Charges**

4.1 The charges for parking of aircraft at the Airport are set out in Condition 10 (Schedule of Charges). These charges will be assessed and payable on the basis of the Maximum Total Weight Authorised and total time parked. For the purpose of these charges, where parking follows immediately after a landing, parking charges will be charged from the Time of Landing to the Time of Take-off less a discretionary allowance for taxiing where actual time on stand is not available.

4.2 The Chief Executive Officer may at any time order an aircraft operator either to move a parked aircraft to another position or remove it from the Airport. Failure to comply with the order within the period specified in it will render the Operator liable to a special charge, equivalent to eight times the standard parking charges set out in the Schedule for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired.

## **5. Rebates**

### **5.1 New Services**

The Airport may consider entering into separate agreements with Operators on Airport Charges to incentivise material growth through increased passenger numbers. Any Operator that would like to discuss a potential Airport Charges agreement with the Airport should contact the Airport's Business Development team.

Email: [edi\\_aviation@edinburghairport.com](mailto:edi_aviation@edinburghairport.com)

## **5.2 Reduced and Own Terminal Facilities at Edinburgh Airport**

Operators of air transport services by non-fixed wing aircraft not utilising the usual range of terminal facilities (such as those Operators providing their own facilities for the processing of Passengers) may be granted a rebate on part of the Airport Charges.

**5.3** Where a Flight qualifies for more than one rebate as set out above the higher rate of rebate only will apply.

**5.4** Prior written applications for rebates set out above should be made to the Chief Executive Officer.

## **6. Special Permission for Reduced Take-off Charges**

### **6.1 Flying Clubs**

The Chief Executive Officer of the Airport may negotiate agreements for reducing take-off charges for Flights made for the purpose of the clubs at the Airport but not Flights made for hire or reward outside the normal range or scope of club activities.

## **7. Noise Charges**

### **7.1 Weight Surcharge**

**7.1.1** All jet movements by aircraft which do not comply with ICAO Annex 16 Chapter 3 standards will be subject to the following weight charge surcharges:

between 0600 and 2300 local time – 30%

between 2300 and 0600 local time – 60%

**7.1.2** Those Chapter 3 aircraft whose overall noise performance is less than 5EPNdB below Chapter 3 certification limits, "Chapter 3 less 5" shall be deemed Chapter 3 high and will be subject to a weight charge surcharge of fifty per cent.

#### **Noise Threshold Charge**

**7.1.3** At the Airport, any aircraft movements which infringe the following noise thresholds as measured by the noise monitoring system will be subjected to a further surcharge:

up to 3dB(A) above threshold - £1,000

greater than and including 3dB(A) above threshold - £2,000

The noise thresholds are:

between 0600 and 2330 local time – 94dB(A)

between 2330 and 0600 local time – 87dB(A)

**7.1.4** Civilian fixed wing aircraft, including private aircraft, failing to meet the noise standards specified in Part ii, Chapter 2 of Volume 1 ICAO Annex 16 (whether or not they are required to achieve certification to these standards) shall not be permitted to operate to or from the Airport other than in exceptional circumstances. An application specifying the exceptional circumstances must be made in advance to the Chief Executive Officer who may issue specific written permission at their discretion. Such permission will not be given on a routine basis.

#### **Noise Rating Charge**

**7.1.5** Noise rating charges will be assessed and payable as set out in Condition 10 (Schedule of Charges) based on the season, actual time of arrival or departure and the noise performance of the aircraft. The noise performance of an aircraft will be assessed as set out in the paragraphs below based on the certified noise levels at each of the ICAO noise certification measurement points (flyover,

lateral and approach) and the arithmetic sum of the differences between certified levels and the Chapter 3 noise limits at the certification points; the 'cumulative margin'.

Chapter 14: To be eligible for a Chapter 14 charge, the margin at each of the certification measurement points must be greater than or equal to 1. An aircraft which satisfies this criteria will be eligible for a Chapter 14 Minus charge if the cumulative margin is greater than or equal to 23, a Chapter 14 Base charge if the cumulative margin is greater than or equal to 20 or a Chapter 14 High charge if the cumulative margin is greater than or equal to 17.

Chapter 4: To be eligible for a Chapter 4 charge, an aircraft must satisfy the following criteria: (i) the margin at each of the certification points must be greater than 0, (ii) the combined margin at any two certification measurement points must be greater than or equal to 2 and (iii) the cumulative margin must be greater than or equal to 10.

Chapter 3 & Below: Any aircraft that does not satisfy the criteria associated with the Chapter 4 charge will be subject to this charge.

Operators must submit documentation attesting that the aircraft complies with the noise chapter being applied for. For the avoidance of doubt, aircraft will not need to be officially certified to the ICAO Chapter 4 or Chapter 14 standard to be eligible for the corresponding noise charge; it will be sufficient for airlines to provide the underlying noise measurements (noise level and limit) at each certification point (flyover, lateral and approach) which demonstrate compliance with the noise category claimed. If no documents are provided, Edinburgh Airport Limited will levy a Chapter 3 charge until submission of certification data that supports the noise chapter claimed.

Relevant documentation should be sent to:  
Edinburgh Airport Traffic Charging Team  
Edinburgh Airport Limited  
Scotland  
EH12 9DN  
Eal\_traffic\_charging @edinburghairport.com

## **8. Minimum Charge on Departure**

Between the hours of 0600 to 0900 and 1600 to 1800 the minimum charge on departure for all flights will be £227. At all other times the minimum charge will be £88.

## **9. Sundry Charges and Passengers with Reduced Mobility (PRM)**

At the Airport sundry charges including for electricity, water and sewerage, gas, heating, staff ID cards and vehicle apron passes, staff car parking, baggage (incl. Hold Baggage Screening), check-in desks and common use self-service (CUSS), airside licenses, airport waste services and passengers with reduced mobility (PRM) set out in the most recent Airport Sundry Charges and ID Centre Charges are payable.

## 10. Schedule of Charges

From 1<sup>st</sup> April 2021 to 31<sup>st</sup> December 2021

### Airport Charges on Departure

Recognising the ongoing challenges faced by our airline partners as the aviation industry continues to operate through the Covid pandemic, the Airport Company has taken the exceptional decision, as consulted on during the annual charges consultation process, to discount the difference between the new “Charges April - December 2021” and the 2020 Conditions of Use pricing. On this basis it is the “Covid Discounted Rates” that will be charged from 1<sup>st</sup> April to 31<sup>st</sup> December 2021. These Covid Discounted Rates are noted in the tables below as the “Covid Discounted Rates April – December 2021” and apply to the ‘Weight Charge on Departure’, ‘Passenger Charge’ and ‘Aircraft Parking Charges’.

#### Weight Charge on Departure

Charges April – December 2021	Covid Discounted Rates April – December 2021
£6.47 per metric tonne or part thereof	£6.19 per metric tonne or part thereof

#### Passenger Charge

	Charges April – December 2021		Covid Discounted Rates April – December 2021	
	Non- Controlled	Controlled	Non- Controlled	Controlled
Per Terminal Departing Passenger on aircraft in excess of 2 metric tonnes (full Summer IATA excluding June, July, August and September)	£15.32	£17.64	£14.65	£16.86
Peak Premium (June, July, August, September)	£15.32	£20.04	£14.65	£19.36
Winter Discount (full Winter IATA except January and February)	£15.32	£16.14	£14.65	£15.36
Winter Discount (January, February)	£15.32	£15.14	£14.65	£14.36

<b>Peak Time Departure Premium (per ATM) for existing traffic*</b>	£200
<b>Peak Time Departure Premium (per ATM) for new movements*</b>	£400
<b>Peak Time Departure Rebate (per ATM)**</b>	-£50

\*Peak Time Departure Premium will be levied for those movements (both Non-Controlled and Controlled) scheduled to depart, or which actually depart between 06:30 and 07:15. Existing traffic means services scheduled to depart during this time period in 2019. New movements means new services scheduled to depart or which actually depart during this time period in 2020/21, which did not operate in this time period in 2019.

\*\*Peak Time Departure Rebate will be levied for those movements (both Non-Controlled and Controlled) scheduled to depart, or which actually depart between 06:00 and 06:29.



### Aircraft Parking Charges

Based on weight of aircraft.

Charge per quarter hour or part thereof:

<b>Charges April – December 2021</b>	<b>Covid Discounted Rates April – December 2021</b>
£0.094 per metric tonne or part thereof	£0.090 per metric tonne or part thereof

Non-Scheduled Aircraft Overnight Parking Charges £1,000 per night

### Noise Charges

<b>Season</b>	<b>Noise Rating</b>	<b>Day (06:00 – 22:59)</b>	<b>Night (23:00 – 05:59)</b>
Summer & Winter	Chapter 3	£93.47	£93.47
	Chapter 4	-	£46.74
	Chapter 14 High	-	£24.38
	Chapter 14 Base	-	£16.26
	Chapter 14 Minus	-	£8.13

### Stand Utilisation Charge

The Airport's Stand Utilisation Charge rates are set out in the Airport Sundry Charges and are payable by an Operator when an Operator (or its handling agent on its behalf) does not execute a tow from stand in accordance with the stand plan.

### Airport Sundry and Other Charges

The rates set out in the "Airport Sundry Charges" means the sundry charges, PRM charges and ID centre charges published by the Airport at <http://www.edinburghairport.com/about-us/doing-business-with-us/conditions-of-use> as updated and amended (see Condition 9) apply.

## 11. Schedule of Air Navigation Services Charges

### Edinburgh Airport

From 1<sup>st</sup> April 2021 to 31<sup>st</sup> December 2021

#### Air Navigation Services Charge on arrival

Per metric tonne or part thereof

£5.05

# Appendix 1 – Dispute Notification Form

(Condition 2.5.11)

Send to: EAL\_creditmanagement@edinburghairport.com

<b>DISPUTE NOTIFICATION: EDINBURGH AIRPORT</b>		
<b>AIRLINE:</b>		
<b>ACCOUNT NUMBER:</b>		
<b>DATE OF NOTICE:</b>		
Material particulars of the dispute:	Invoice No(s):	Amount(s) in dispute (if any):
Please set out the reasons why the party serving the Dispute Notification Notice believes that the dispute has arisen:		
Please elect whether the dispute should be dealt with under the standard dispute period or an expedited dispute period:	YES/NO (if YES please give reasons)	
Please append to this notice detailed evidence supporting your claim:	Number of appendices:	Description:
Please provide the full contact details of the person raising the dispute:	Name:	Address:
	Phone:	Email:
Signature:	Date:	