

**XLR Executive Jet Centres
Terms and Conditions of Use
March 2018**

General Conditions of Use

1. Definitions and Interpretation

1.1 These Conditions of Use shall apply to all use of the XLR Executive Jet Centre's FBO at Birmingham International Airport (FBO) by the Operator, its employees, contractors, agents, customers or visitors and by using the FBO the Operator is deemed to have accepted these Conditions of Use in full and to undertake to procure that its employees, contractors, agents, customers and visitors observe these Conditions of Use.

1.2 The definitions and rules of interpretation in Appendix 1 apply in these Conditions of Use (Including Appendices) and the Charges Schedule.

1.3 In the event of any conflict or inconsistency between them the provisions of the General Conditions of Use shall prevail.

2. Charges and Payments

2.1 The Operator shall pay to the Company the appropriate Charges as shall be determined by the Company (at its sole discretion) for provision of FBO related services such as but not limited to the Taking off, landing, fuelling, de-icing, parking or hangarage of Aircraft or any other supplies, services or facilities as may be provided to the Operator or to the relevant Aircraft by or on behalf of the Company.

2.2 All Charges shall accrue from day to day at the prices listed at in the Charges Schedule which are exclusive of VAT and shall be due and payable to the Company in advance and in any case prior to the relevant Aircraft departing the FBO.

2.3 The Operator shall be liable for all bank charges and other charges levied on its transactions when making payments to the Company in respect of all Charges arising as a result of its use of the FBO. Payments shall be made without deduction and, should any taxes be applicable to the services provided these shall be applied to the invoice by the Company and are the liability of the Operator. Notwithstanding an Operator ceasing to be the Operator of an Aircraft, it shall remain liable for payment of all Charges incurred as a result of the use of the FBO by that Aircraft, until such time as some other person or entity becomes the Operator of that Aircraft and accepts liability for and shall pay all outstanding Charges relating thereto.

2.4 The Company shall not be liable for and shall not provide a reduction or exemption from any Charges by reason of the unavailability of any service, assistance or any other facilities at the FBO due to circumstances beyond its reasonable control (force majeure) including but not limited to fire, explosion, flood, Acts of God, acts of any governmental authority, war, national emergency, riots, civil commotion, epidemic, acts of terrorism, labour disputes, strikes or lock-outs between a party and its employees, adverse weather conditions, air traffic control restrictions or availability, runway incident, mechanical failure and the exceptional diversion or landing of aircraft at the FBO.

2.5 The Company reserves the right to make additional Charges which shall be payable by the

Operator in respect of Passengers and Aircraft services at and departing from the FBO in the event that the Company incurs or becomes subject to additional expense due to new or additional requirements being introduced by any relevant governmental or regulatory body or due to charges being directly levied by such a body or in the event of significant and unforeseen increases in the operating costs of the Company.

2.6 Payment of all Charges under these Conditions of Use shall be subject to the following general conditions:

2.6.1 all Charges payable to the Company are exclusive of VAT which shall, where applicable, Be paid in addition at the rate in force at the relevant tax point;

2.6.2 all payments shall be made in pounds sterling unless otherwise requested by, or agreed with, the Company;

2.6.3 the Company reserves the right to vary the Charges at any time without prior notice.

3. Credit Facilities

3.1 Requests for the granting of credit facilities must be made in advance to the Company and any decision to grant such facilities is at the Company's absolute discretion.

4. Operations

4.1 General

4.1.1 No Operator shall operate to or from the FBO without prior permission by application to the Company.

4.1.2 In the event that the Operator fails to obtain prior permission in accordance with Clause 4.1.1, the Company reserves the right to increase at its discretion the applicable Charges for landing, navigation, and parking for all Flights operated without such prior permission.

4.1.3 The use of the FBO is subject to:

(i) local flying procedures as published from time to time in the AGA Section of the United Kingdom Air Pilot and NOTAMS, the Air Navigation Order 2005, orders directions and other requirements of the UK Civil Aviation Authority and any Competent Authority, and all applicable statutory and other legal requirements; and

(ii) any orders, instructions or directions published from time to time by Birmingham International Airport or the FBO whether in writing or otherwise.

4.1.4 The Operator undertakes not to do anything that will or might constitute a breach of any Necessary Consents or which will or might vitiate in whole or in part any insurance effected in respect of the FBO (or any part thereof) from time to time.

4.1.5 In the event that an Aircraft operated by an Operator which operates from or to the FBO enters a "restricted area" as described by the Department for Transport (or other

Competent Authority from time to time), the Operator must ensure that any Passenger on such flight has previously complied with all security clearance

4.1.6 The Operator undertakes to notify the Company of all Passengers or other individuals requiring airside access. Further, the Operator undertakes to prohibit airside access to any Passengers or other individuals for whom prior approval for airside access has not been granted by the Company.

4.2 Information Requirements

4.2.1 Before commencing operations at the FBO the Operator shall provide contact details to the Company. The Operator is responsible for ensuring that the FBO is made aware of any changes to such contact details.

4.2.2 The Operator shall furnish to the Company, in such form as the Company may determine, information relating to the movements of its Aircraft at the FBO within 24 hours of each of those movements, including Aircraft registration, information about the number of Passengers, the volume of Cargo and mail embarked and disembarked at the FBO, and the origin and destination of all Passengers, Cargo and mail. Any restrictions to such information will require the prior approval of the Company prior to commencing operations.

4.2.3 The Operator shall also furnish on demand, in such form as the Company may determine details of the MTOW and seating capacity in respect of each Aircraft owned or operated by the Operator from the FBO and shall also notify any changes in the MTOW or seating capacity of such Aircraft.

4.2.4 Where the Operator fails to provide any information required by this clause 4.2 within the relevant period, the 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 re-calculated Charges as assessed by the Company.

4.2.5 The Operator shall furnish to the Company, within 21 days of a written request made by the Company, copies of Aircraft load sheets to enable verification of all details with respect to the Passengers carried on any Flights departing from the FBO during a specific period. This provision shall also apply to the furnishing of copies of extracts from Aircraft flight manuals to enable verification of Aircraft weight and noise characteristics and crash category requirements.

4.3 Ground Handling

4.3.1 Any ground handling services supplied by the Company to the Operator will be supplied in accordance with the Offer issued by the Company and in accordance with the terms set out as per our website.

www.xlrjetcentres.com

4.4 Not Used

4.5 Health and Safety

4.5.1 Operators are required to provide on demand, in a form reasonably acceptable to the Company, demonstrable evidence of compliance with all relevant prevailing legislation.

4.5.2 When an Aircraft is involved in an incident which prevents use of any part of the FBO, 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.

4.6 Environment

4.6.1 Operators are required at all times to comply with Environmental Laws and to provide, on demand, such consents, licences, permissions, certificates, authorisations or approvals required by the Operator or such other evidence of compliance with Environmental Laws as the Company may reasonably require.

5. Aircraft Detention

5.1 The Company reserves all rights granted to it under s.88 of the Civil Aviation Act 1982 to detain and sell Aircraft on account of unpaid Charges. 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 any Aircraft, its parts or accessories, shall be situated at the FBO (or situated upon any land within the FBO allotted by or rented from the Company), the Company shall have a continual lien both particular and general upon the Aircraft, its parts and accessories, for all Charges of any nature incurred in respect of any goods or services provided by the Company, which are due and payable to the Company in respect of the Aircraft or in respect of any other Aircraft of which the Operator of that Aircraft is the Operator at the time when the lien is exercised, and all such charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made. 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 the FBO but shall continue to be exercisable at any time so long as any of the Charges, regardless of when they were incurred remain unpaid.

5.2 The Operator agrees and acknowledges that the Company shall be entitled to exercise the rights of detention set out in Clause 5.1 above should the Operator be in default of its payment obligations to any XLR Executive Jet Centre's Group Company.

5.3 If payment of any such Charges as are referred to in Clauses 2.1 are not made to the Company or, in the case of Clause 5.2, to the relevant XLR Executive Jet Centre's Group Company, within 56 days after a letter demanding payment thereof has been sent to the registered owner of the Aircraft at any place at which it carries on business, the Company shall be at liberty, to sell (whether to itself or to a third party, at such price as the Company deems reasonable in the circumstances (provided always that the Company will seek a third party valuation where the Company is itself the purchaser), remove, destroy or otherwise dispose of the Aircraft, and any of its parts and accessories in order to satisfy any such lien. On completion of a sale under this Clause 5.3, the Company shall apply the proceeds of sale in total or partial satisfaction of all Charges due plus all costs and expenses incurred in connection with this sale including (without limitation) all storage, legal and

other professional costs and charges. Any shortfall between amounts due to the Company and the proceeds of any such sale shall be paid, on demand, by the Operator to the Company and any excess between the two will be returned to the Operator. The powers referred to in this Clause 5 are exercisable by the Company without prejudice to any other power granted from time to time by statute or otherwise.

5.4 The Company may recover from the Operator all costs and expenses incurred in relation to the Company exercising a lien including (without limitation) any charges relating to storage or parking to an Aircraft or any of its parts and accessories or any legal fees and such costs and expenses shall be considered as Charges for the purposes of these Conditions of Use.

5.5 In the event that the Operator (being a person or persons) shall commit any act of bankruptcy or a receiving order shall be made against the Operator or (in the case of the Operator being a company) an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of the Operator or for the purposes of an administration of the Operator or if the Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with the creditors of the Operator or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy, then non-payment of any Charges which have been incurred as at that date thereof shall be deemed to be a default of payment for the purposes of Section 88 of the Civil Aviation Act 1982.

6. Liability and Indemnity

6.1 Nothing in these Conditions of Use shall operate so as to exclude or limit the liability of either party to the other for death or personal injury arising out of negligence or for any other liability which cannot be excluded or limited by law.

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 at the FBO 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.

6.3 The Company gives no warranty as to the continuous use and operation of the FBO and may at any time or from time to time at its sole discretion close or restrict access to the FBO.

6.2 The Company shall not be liable to the Operator, its directors, agents and employees:

6.2.1 for loss of or damage to any Aircraft, Engine, Aircraft or Engine parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft, Engine, Aircraft or Engine parts or accessories or other property is situated at the FBO, in the course of landing or taking off at the FBO or being removed or dealt with by the Company in the event of sale or detention of such Aircraft, Engine, Aircraft or Engine parts or accessories in accordance with the relevant legislation or under these Conditions of Use, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, unless due to the wilful misconduct or gross negligence of the Company.

6.2.2 for the death of, or injury to, the Operator, its employees, agents, representatives or invitees or for any damage to any property of theirs or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them, to the extent permitted by law whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for:

(i) any loss of profits, contracts, turnover, business, business opportunity, anticipated savings or revenue; any loss or depletion of goodwill, reputation or similar such losses; any loss of management or staff time; any loss, corruption, degradation or destruction of data, programs or information; any loss of data use; any loss arising from the transmission of viruses; any wasted expenditure including sums paid under third party contracts; or any losses arising from business interruption regardless of whether any of these losses or damage are direct, indirect or consequential; or

(ii) any indirect or consequential loss or damage whatsoever, whether or not the Company was aware that such loss or damage might be incurred by the Operator.

6.2.3 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.

6.3 The Company gives no warranty as to the continued use and operation of the FBO and may at any time at its sole discretion close or restrict access of the public to the FBO or any part thereof without incurring any liability to the Operator.

6.4 The security of the Operator's Aircraft and all its contents and the Operator's other property shall at all times be the sole responsibility of the Operator who shall take such steps as it believes is appropriate to restrict unauthorised access to, or unauthorised use of, the Operator's Aircraft and its contents and the Operator's other property.

6.5 Subject to Clause 6.1, the total aggregate liability of the Company to the Operator under or in

relation to these Conditions of Use, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall not in any event exceed in respect of any calendar year, an amount equal to the total Charges paid by the Operator to the Company pursuant to these Conditions of Use in respect of that calendar year.

7. Insurance and Inspection

7.1 The Operator shall maintain in force at all times whilst using the FBO substantial appropriate insurance cover as detailed at Clauses 7.1 and 7.2. If requested by the Company the Operator shall provide evidence of such insurance by the delivery of a certificate of insurance satisfactory to the Company, acting reasonably, prior to the commencement of activities permitted under these terms and conditions.

7.2 Without prejudice to the generality of Clause 7.1, the Operator shall maintain at all times hull, passenger, baggage, Cargo, mail, Crown Indemnity and third party (including aircraft third party and general airline third party) liability insurance in respect of any Aircraft used or operated at the FBO by the Operator in a sum which shall at no time be less than the minimum levels of insurance required by the UK CAA, (or such other Competent Authority as may have jurisdiction over the FBO from time to time) or such higher amount as the Company may reasonably specify. The minimum levels of such passenger, baggage, Cargo and third party liability insurance shall apply in respect of any one occurrence or series of occurrences arising out of one event but shall be without 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.

7.3 The Company may at any time on reasonable notice visit, inspect, examine and survey any Aircraft or parts or accessories relating thereto (including any aircraft documents), any licenses, permits or authorisations held by an Operator or any employee, contractor or agent of an Operator including, without limitation, any documentation evidencing the insurance policies held by the Operator. The Company will have no duty or liability to make or assume liability arising out of, any such visit, inspection or survey.

8. General

8.1 No amendment or variation of these Conditions of Use will be valid unless specifically agreed in writing by the Company. The Company reserves the right to unilaterally amend, vary or rescind any or all of the Charges and Conditions of Use at any time. Use by the Operator of the FBO after the date on which the Operator has been notified of any such amendment, variation or rescission shall be deemed to constitute acceptance of the same by the Operator.

8.2 These Conditions of Use shall prevail to the exclusion of any other terms that the Operator seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

8.3 If any provision, or part of a provision of these Conditions of Use is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part provision

shall be deemed not to form part of these Conditions of Use, and the legality, validity or enforceability of the remainder of the provisions of these Conditions of Use shall not be affected, unless otherwise required by operation of applicable law.

8.4 All notices to be served under these Conditions of Use shall be in writing and in English and

deemed to have been given on a date of delivery or refusal if delivered by hand, on the date of dispatch if correctly faxed or emailed and eligible, two days after posting if sent by first class post, and five days after posting if sent by airmail, in each instance to the last known address of the party concerned.

8.5 Except as expressly provided, a person who is not a party to these Conditions of Use shall not have any rights under or in connection with them including by virtue of the Contracts (Rights of Third Parties) Act 1999.

8.6 This Agreement The Contract is personal to the parties and neither party shall, without the prior written consent (such consent not to be unreasonably withheld or delayed) of the other party, assign, transfer, mortgage, charge, or deal in any manner with the Contract or any of its rights and obligations under or arising out of the Contract, or purport to do any of the same.

8.7 The failure to exercise, or delay in exercising, a right, power or remedy provided by these Conditions of Use or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of the Conditions of Use this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

8.8 This Agreement represents the entire agreement between the parties in relation to the matters the subject of this Agreement and shall supersede any previous agreement or understanding between all or any of the parties in relation to all or any such matters.

9. Additional Services – Hangarage, Parking, Ground Handling and Out of Hours Services

9.1 Hangarage and parking facilities may from time to time be made available to the Operator by prior agreement with the Company. The Operator's attention is specifically drawn to Appendix 2 ("Hangarage and Parking Terms and Conditions") which shall apply to all hangarage and parking arrangements entered into between the Operator and the Company in addition to these Conditions of Use.

9.2 Where the Company has agreed to provide hangarage or parking facilities to the Operator in any Offer (as defined in Appendix 2), it shall use its reasonable endeavours to provide such facilities to the Operator on the terms of such Offer, but where such facilities are unable to be provided (for whatever reason), the Company may notify the Operator that this is the case and (at its sole discretion) offer alternative hangarage or parking facilities. In such an event, the terms and conditions of Appendix 2 shall apply to all such hangarage or parking facilities and the Charge shall be payable at the then prevailing rate for hangarage or parking facilities.

9.3 Ground handling facilities may be made available to the Operator by prior agreement with the Company. The Operator's attention is specifically drawn to the International Air Transport Association (IATA) Airport Handling Manual (AHM) 35th Edition, Standard Ground Handling Agreement (SGHA) (AHM 810) which shall apply to all ground handling arrangements entered into between the Operator and the Company in addition to these Conditions of Use.

10. Choice of Law

10.1 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.

1.12 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

Appendix 1

Definitions and Rules of Interpretation

1. Definitions

FBO: all land and buildings within the boundaries of XLR Executive Jet Centres FBO Birmingham International Airport

FBO Website:

www.xlrjetcentres.com

Aircraft: any aircraft using the FBO including but not limited to fixed wing aircraft and helicopters and includes the Engine(s) attached thereto, all component parts and equipment fixed thereto and all accompanying equipment in, on or associated with the Aircraft and all and any parts thereof.

Airline: includes an Operator and any alliance/codeshare partner, franchisee, subsidiary carrier of Operator

Cargo: any goods carried on any Aircraft whether for reward or not, including Operator (or other) stores and engineering spares

Charges: the charges and amounts payable by the Operator as set out in the Charges Schedule or in the Offer and any other amounts as are, or may become, payable under these Conditions of Use

Charges Schedule: the schedule of charges published by the Company, the most recent version of which may be found on the FBO Website at

www.xlrjetcentres.com

Company: The "Company" which term shall include any associated, affiliated, group or subsidiary company thereto and shall, unless the context otherwise provides, include all employees, servants or agents, means XLR Executive Jet Centres Limited whose Registered Office is at Bridgeway House, Bridgeway, Stratford-Upon-Avon, Warwickshire or any successor or assignee of the Company for the time being.

Competent Authority: any person or organisation that has the legally delegated or invested authority, capacity, or power to perform a designated function. Similarly, once an authority is delegated to perform a certain act, only the competent authority is entitled to take accounts there from and no one else.

Conditions of Use: these terms and conditions of use together with the appendices attached hereto

Environmental Law: any applicable statutes, legislation and other national, EU, state and local laws (including common law), rules, regulations, orders, notices, decisions, directives, ordinances, judgements or injunctions and judicial and administrative interpretation of each of the foregoing, each as is valid and enforceable at the relevant time and relates to the use or presence of any substance or waste which causes or may cause harm to the environment or the health and safety of any person, nuisance or which otherwise relates to the pollution, conservation or protection of the environment

Flight: has the same meaning given to it as in the Air Navigation Order 2005

XLR Executive Jet Centres Group Company: the Company any subsidiary or holding company from time to time of the

Company, and any subsidiary of any holding company of the Company (and, where the context permits, any one of those companies) and **holding company** and **subsidiary:** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006

Maximum Take-off Weight (MTOW): in relation to an Aircraft, the maximum total weight of the Aircraft and its contents at which the Aircraft may take off in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the Aircraft; however, if that Certificate of Airworthiness indicates a maximum total weight at which the Aircraft may taxi, that weight shall be taken to be the maximum take-off weight

Necessary Consents: all consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for operation of the FBO

Operator: in relation to any Aircraft means the owner of the Aircraft or the person or entity, not being an air carrier, who has continual effective disposal of the use or operation of the Aircraft.

Passenger: A person who arrives to or departs from the FBO by Aircraft

Route: any route to or from the FBO

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

2. Rules of Interpretation

2.1 Headings are for ease of reference only and do not affect the interpretation of these Conditions of Use.

2.2 References to any statute, statutory instrument, regulation, by-law or other requirement of the laws of England and Wales is to be construed as a reference to that statute or statutory instrument, regulation, by-law or other requirement of the laws of England and Wales as the same may have been, or may from time to time be, amended or re-enacted.

2.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2.4 Any obligation on the Operator not to do something includes an obligation not to agree or allow that thing to be done and to use reasonable endeavours to prevent such act or thing being done by a third party.

Appendix 2

Hangarage and Parking Terms and Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in these Hangarage and Parking Terms and Conditions.

Common Parts: such roads, paths, entrance halls, corridors and other means of access in or upon the Designated Space, the use of which is necessary for obtaining access to and from the Designated Space

Conditions of Use: the XLR Executive Jet Centres, Birmingham FBO General Conditions of Use

Designated Space: such area on the FBO as the Company may designate as comprising the space in which the Licensed Aircraft shall be parked or hangared.

Licence: the licence to use the Designated Space granted to the Operator under Paragraph 2 of these Hangarage and Parking Terms and Conditions

Licence Fee: is the charge for the hangarage or parking of the Aircraft

Licence Term: the period specified in the Offer

Licensed Aircraft: means the Aircraft which the Company has agreed to provide aircraft parking or hangarage facilities for (and in the case of Aircraft in respect of which a monthly rate has been agreed, the Aircraft specified as such in the Offer)

Offer: the email or letter issued by the Company to the Operator setting out the Company's proposal for the provision of hangarage or parking facilities to the Operator, and identifying itself as the 'Offer'

Permitted Purpose: the parking or storage of the Licensed Aircraft

1.2 The Conditions of Use apply to, and are incorporated into, these hangarage and parking Terms and Conditions. Where there is a conflict between the Conditions of Use and these Hangarage Terms and Conditions, these Hangarage Terms and Conditions shall prevail.

2. Permission to Hangar or Park

The hangarage or parking of any Aircraft on or at the FBO will take place under the control of, and at the discretion of, the Company subject to operational commitments at the time. Prior permission to hangar or park an Aircraft must be given by the Company before an Operator may use the aircraft hangarage or parking facilities at the FBO. The Company reserves the right to require any Licensed Aircraft to be hangared or parked in any appropriate place, which may not necessarily be a predetermined hangarage area or parking stand.

3.1 Subject to paragraph 3 and paragraph 4, the Company:

3.1.1 permits the Operator to use the Designated Space for the Permitted Purpose for the Licence Term as detailed in the Offer; and

3.1.2 permits the Operator to use the Common Parts for the purpose of access to and egress from the Designated Space including for the avoidance of doubt to inspect and remove the Licensed Aircraft, or parts thereof, from the Designated Space.

3.2 The Operator acknowledges that:

3.2.1 the Operator shall occupy the Designated Space as a licensee and that no relationship of landlord and tenant is created between the Company and the Operator by the Licence;

3.2.2 the Company retains control, possession and management of the Designated Space and the Operator has no right to exclude the Company from the Designated Space;

3.2.3 the licence to occupy granted by the Licence is personal to the Operator and is not assignable and the rights given in paragraph 2.1 may only be exercised by the Operator; and

3.2.4 the Company shall be entitled to transfer the Licensed Aircraft to alternative space elsewhere within the FBO as it requires.

4. Monthly Hangarage & Parking Fees

4.1 The Company may agree to charge a monthly rate per Licensed Aircraft in place of the standard aircraft parking or hangarage charges set out in the Charges Schedule. Monthly rates are only available on prior application to the Company. Following receipt of an application, the Company will either decline the application or issue an Offer to the Operator specifying the terms on which aircraft parking or hangarage facilities will be made available. The Operator must accept or decline the Offer by the date specified in such Offer or the Offer will be deemed to have been withdrawn.

4.2 Once a proposed monthly rate has been accepted by an Operator, that rate shall become effective for the duration of the Licence Term as the monthly rate and the Operator shall be liable to pay the monthly rate for the duration of the Licence Term.

4.3 Where the Company and the Operator have agreed that a monthly rate will apply to the parking of a Licensed Aircraft, that monthly rate will apply only to the specific Licensed Aircraft in respect of which it has been agreed and only for the Licence Term. No rebate against the monthly rate will be permitted despite the Operator not making full use of the facilities in respect of which it has been granted. The Company may at its absolute discretion allow other Aircraft to be substituted for the Licensed Aircraft, provided always that the Company may increase the monthly rate if the substitute Aircraft is larger than the Licensed Aircraft.

4.4 Unless the Company otherwise agrees in writing, the monthly rate will cease to apply on the earliest of:

4.4.2 immediately (or on such other date as the Company may specify) on the Company giving notice to the Operator at any time of a breach of any of the Operator's obligations under the Conditions of Use; or

4.4.3 on not less than 1 month's written notice given by either party to the other.

5 Operator's Obligations

The Operator agrees and undertakes:

5.2 To pay to the Company the Licence Fee without any deduction in advance during the Licence Term and proportionately for any period of less than a month together with such VAT as may be payable on the Licence Fee, unless credit facilities have been agreed between the Operator and the Company in the Offer.

5.3 Keep the Designated Space clean, tidy and clear of rubbish.

5.4 To maintain the Licensed Aircraft in an airworthy condition (or actively in the course of being returned to an airworthy condition) and capable of being manoeuvred without undue delay or effort.

5.5 Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them.

5.6 Not to use the Designated Space other than for the Permitted Purpose.

5.7 Not to make any alteration or addition whatsoever to the Designated Space.

5.8 Not to do or permit to be done in the Designated Space or otherwise on the FBO anything which is illegal or which may be or become a nuisance (whether actionable or not), damage, annoyance, inconvenience or disturbance to the Company or to tenants or occupiers of the FBO or any owner or occupier of neighbouring property.

5.9 Not to fuel the Licensed Aircraft in, or to store fuel or other combustible or hazardous substances in, the Designated Space or any other space on the FBO.

5.10 Not move any other equipment in any manner which causes or is likely to cause damage to the FBO or any aircraft or other property or equipment within the FBO. In the event that such damage is caused, the Operator shall immediately report the same to the Company.

5.11 To permit the Company or its agents to manoeuvre the Licensed Aircraft in the event that the Company requires the same.

5.12 To leave the Designated Space in a clean and tidy condition and to remove all other property of the Operator from the Designated Space at the end of the Licence Term.

5.13 To indemnify the Company and keep the Company indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities in any way arising from:

- (i) any breach of the Operator's undertakings contained in this paragraph 5 or paragraph 7.1;
and
- (ii) the exercise of any rights given in paragraph 2.

5.14 To notify the Company if the Operator is not, or ceases to be, the Operator of the Licensed Aircraft.

6. Termination

6.1 The Licence shall end on the earliest of:

6.1.1 the expiry of the Licence Term;

6.1.2 immediately (or on such other date as the Company may specify) on the Company giving notice to the Operator at any time of breach of any of the Operator's obligations under the Conditions of Use and/or under these hangarage and parking Terms and Conditions; or

6.1.3 on not less than 1 month's written notice given by either party to the other.

7. Insurance

7.1 In addition to the Operator's insurance obligations under clause 7 of the Conditions of Use, the

Operator shall, upon request by the Company, provide copies of the insurance certificate for the Licensed Aircraft to the Company prior to hangarage or parking being provided.

7.2 Risk in the Licensed Aircraft shall remain with the Operator at all times. The Company is under no Obligation to insure the Licensed Aircraft or other property of the Operator.