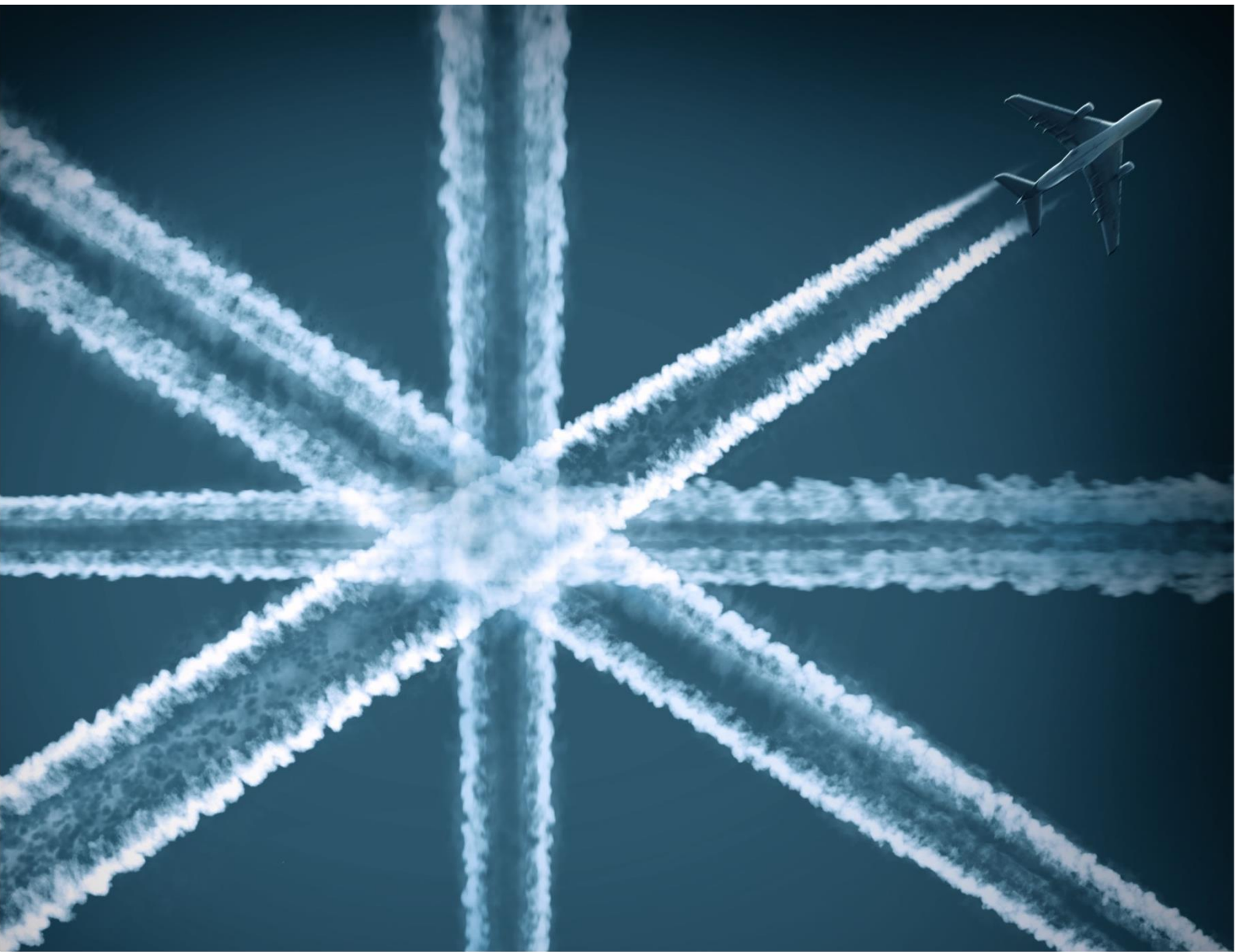
Stansted Airport Limited

Conditions of Use Including Airport Charges

1 April 2018 to 31 March 2019



Preface

(This is not part of the Conditions of Use)

1. This edition replaces the current edition effective 1 April 2018.

Conditions of Use and Airport Charges for Stansted Airport Limited are contained in this booklet. The main revisions to note relate to:

1.1. increases in the landing charges, departing passenger charges, parking charges and air navigation services charge for RPI inflation; and

1.2. increases in the departing passenger charge to reflect mandatory regulatory security costs.

Stansted Airport Limited - Conditions of Use

These Conditions are effective from 1 April 2018.

For any queries regarding invoicing please contact the MAG Finance Transactions Team (see 2.4.13), any other enquiries should be addressed in the first instance to the Stansted Airport Finance Director's office.

Copies of permits (and the conditions attached thereto) under which Stansted Airport Limited is permitted to levy charges by the Secretary of State pursuant to the provisions of Sections 38 and 53 of the Airports Act 1986 are available from the Stansted Airport Limited.

Table of Contents

1 INTERPRETATION 4

1.1 DEFINITIONS OF TERMS 4

2 CONDITIONS 6

2.1 GENERAL 6
2.2 LIABILITY 6
2.3 OPERATIONAL 7
2.4 PAYMENT 8
2.5 DATA 10

3 AIRPORT CHARGES 13

3.1 CHARGE ON LANDING 13
3.2 CHARGE ON DEPARTING PASSENGERS 14
3.3 AIRCRAFT PARKING CHARGES 14
3.4 MINIMUM CHARGE ON DEPARTURE 15
3.5 DISABLED PERSONS AND PERSONS OF REDUCED MOBILITY (PRM) CHARGE 15

4 REBATES 16

4.1 TRAINING FLIGHTS 16
4.2 POSITIONING FLIGHTS 16
4.3 OTHER REBATES 16

5 STANSTED – SCHEDULE OF CHARGES 17

5.1 CHARGE ON LANDING 17
5.2 CHARGES ON PASSENGERS (COLLECTED BY AIRLINES / AGENTS) 18
5.3 AIRCRAFT PARKING CHARGES 18
5.4 MINIMUM CHARGE ON DEPARTURE 18
5.5 DIVERTED FLIGHTS 19
5.6 DISABLED PERSONS AND PERSONS OF REDUCED MOBILITY (PRM) CHARGE 19
5.7 NEW AIRLINES 19

1 Interpretation

1.1 Definitions of Terms

1.1.1 'Aerodrome Manual' means the Airport's manual, required under the Civil Aviation Act 1982 and the Air Navigation Order 2005 (as amended) and the Airport Company's Aerodrome Licence, about operating aircraft and facilities at the Airport, as amended from time to time.

1.1.2 'Affiliates' means in relation to any company, 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).

1.1.3 'Air Transport Flight' 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.

1.1.4 'Airport Charges' means charges levied pursuant to the provisions of sections 38 and 53 of the Airports Act 1986.

1.1.5 'Airport Company' means Stansted Airport Limited.

1.1.6 'Airport Security Programme' means the Airport Company's programme, required under the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009), that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport, as amended from time to time.

1.1.7 'Embarking Passengers' means all Passengers on board a departing aircraft.

1.1.8 '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.

1.1.9 'Flight' has the same meaning as in the Air Navigation (No.2) Order, 2000, as amended.

1.1.10 'General or Business Aviation' means any air traffic not falling into any of the following categories:

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;
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
scheduled air services.

1.1.11 'Jet Aircraft' means an aircraft other than a helicopter having a turbo jet or turbo fan engine.

1.1.12 'Legislation' means all Acts of Parliament, regulations, rules, orders, byelaws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or aircraft using it.

1.1.13 ‘M.A.G’ means The Manchester Airport Group plc

1.1.14 ‘Maximum Total Weight Authorised’ in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.

1.1.15 ‘Non-Jet Aircraft’ means any aircraft which is not a Jet Aircraft.

1.1.16 ‘Operator’ means, in relation to an aircraft, the person for the time being having the management of that aircraft.

1.1.17 ‘Passenger’ means any persons carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

1.1.18 “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.

1.1.19 ‘Regulation’ means EC Regulation 261/2004.

1.1.20 ‘Schedule of Charges’ means the Schedule hereto.

1.1.21 ‘Terminal Arriving Passenger’ means any passenger aboard an aircraft at the time of landing other than a Transit Passenger.

1.1.22 ‘Terminal Departing Passenger’ means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.

1.1.23 ‘Time of Landing’ means the time recorded by National Air Traffic Services as the time of touch down of an aircraft.

1.1.24 ‘Time of Take off’ means the time recorded by National Air Traffic Services as the time when the aircraft is airborne.

1.1.25 ‘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.

1.1.26 All references in this document to ‘passenger charges’ refer to the charges on passengers collected by the airlines/agents in the Schedules of Charges.

1.1.27 Reference to a ‘Certificate of Airworthiness’ shall include any validation thereof and any flight manual or performance schedule relating to the aircraft.

1.1.28 References to ‘Managing Director of the Airport Company’ shall include a nominated deputy.

2 Conditions

An Operator using the airport agrees to be bound by the conditions:

2.1 General

Compliance

2.1.1 The Operator will only operate in compliance with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP), and

2.1.2 Compliance with instructions, orders or directions published from time to time by the Airport Company which may supplement vary or discharge any of the terms and conditions of use set out herein.

2.2 Liability

2.2.1 For the purposes of this condition, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.

2.2.2 Subject to condition 2.2.3, to the extent permitted by law neither the Airport Company nor its employees, servants, agents or Affiliates shall have any liability to any Operator or be obliged to indemnify any Operator in respect of:

i. indirect loss;
ii. consequential loss;
iii. loss of profits;
iv. loss of revenue;
v. loss of goodwill;
vi. loss of opportunity;
vii. loss of business;
viii. increased costs or expenses;
ix. wasted expenditure; or
x. any other injury, loss, damage, claim, cost or expense,

caused (or to the extent caused) by any act, omission, neglect or default of the Airport Company or its employees, servants, agents or Affiliates even if such loss was reasonably foreseeable or the Airport Company had been advised of the possibility of the Operator incurring the loss.

2.2.3 Nothing in this condition 2.2 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of the Airport Company, its employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from any act or omission of the Airport Operator, its employees, servants, agents or Affiliates done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

2.2.4 The Operator agrees to hold current and adequate insurance at all times when the Operator uses the Airport Company's Facilities and Services at Stansted Airport to cover any and all liability excluded or limited under this Condition 2.2. Nothing in this Condition 2.2.4 shall preclude the Operator from fulfilling its insurance obligations through self-insurance.

2.2.5 Without prejudice to the generality of condition 2.2.4, the Operator agrees to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at Stansted Airport by the Operator at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as amended, re-enacted or replaced from time to time). 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.

2.2.6 Each part (including a sub condition or part thereof) of this condition 2.2 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

2.3 Operational

Slots

2.3.1 No Operator shall operate to or from Stansted Airport without first obtaining a slot from Airport Coordination Limited (ACL) unless that operation is a permitted exemption.

2.3.2 If in the opinion of the Airport Company an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the Airport Company may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots. Such measures may include the Airport Company prohibiting the Operator or particular services of the Operator from the airport for a fixed period of time.

Use of Chapter 2 aircraft

2.3.3 Operators should note that civil subsonic jet aircraft with a take off mass of 34,000kg or more (or with more than 19 passenger seats) operating to the UK are required to be certificated as Chapter 3 or Chapter 4 in accordance with the Aeroplane Noise Regulations 1999. Aircraft not meeting this requirement are prohibited from operating to any UK airport unless granted an exemption by the UK Civil Aviation Authority (see www.caa.co.uk/erg/avpolicy).

Ground handling

2.3.4 At Stansted Airport all ground handlers are issued with a licence to operate. This licence contains mandatory performance standards to which the ground handlers must adhere. Further information on ground handling licences is available from the Airport Company.

Policing

2.3.5 Where a flight destination or carrier is identified as being at significant or high risk the Operator shall pay a charge as notified by the Managing Director equating to the cost of any policing cost additional to the services normally provided at the airport for carriers or destinations at lower levels of risk.

Noise supplements

2.3.6 At Stansted, aircraft departures which infringe noise thresholds or aircraft of Operators that flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPR) prescribed for the airport, as measured by the noise and track monitoring system operated by the Airport Company, may be subject to supplements promulgated in the Directors' Notices as published by the Airport Company.

Notices and Jurisdiction

2.3.7 Where the Operator is resident outside of England and Wales, it shall provide the Airport Company with the name and address of an agent resident in England or Wales 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 England and Wales and notified to the Airport Operator. 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.

2.3.8 The Airport Company shall communicate with the Operator with respect these Conditions in writing and sent to the address in England and Wales provided under Condition 2.3.7, or to the registered office of an Operator who is resident in England and Wales, by pre-paid first class post or registered mail or email. Any notice shall be deemed to have been served:

2.3.8.1 if delivered by hand, at the time and date of delivery;

2.3.8.2 if sent by first class post, 48 hours from the date of posting;

2.3.8.3 if sent by registered mail, such date as evidenced by postal receipt; or

2.3.8.4 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.

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

2.3.9 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and Wales and shall in all respects be construed and interpreted in accordance with the law of England and Wales and the Airport Company and the Operator hereby submit to the exclusive jurisdiction of the Courts of England and Wales 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).

2.3.10 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.

Baggage

2.3.11 The Operator agrees, subject to requirements under Legislation, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to the Operator's aircraft.

Moving aircraft

2.3.12 The Airport Company will, where applicable, follow the procedures for the recovery of disabled aircraft set out in the Aerodrome Manual and other relevant operational instructions. In other cases, the Airport Company will provide you with as much notice as is, in all circumstances, reasonably practicable:

a) That the aircraft will be moved / removed
b) Of the proposed location to which the aircraft is to be relocated
c) Of the means by which the aircraft will be moved / removed; and
d) Of any conditions which may apply to the recovery of the aircraft by the Operator

2.3.13 In the event that prior notice referred to in condition 2.3.12 is not practicable we will notify you, as soon as possible:

a) That the aircraft has been moved / removed;
b) Of the location to which the aircraft has been moved; and
c) Of any conditions which may apply to the recovery of the aircraft

2.4 Payment

2.4.1 The Operator shall pay the appropriate charges for landing, taking-off and parking of an aircraft, as set out in the Schedule of Charges. The Operator shall also pay for any supplies, services or facilities provided to him or to the aircraft at the airport by or on behalf of the Airport Company at the charges determined by the Airport Company.

2.4.2 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.

2.4.3 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.

2.4.4 All sums payable to the Airport Company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.

2.4.5 All sums due which are not paid on the due date 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 8%), calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).

2.4.6 Where an aircraft Operator has not used the airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations), the Managing Director of the Airport Company may at his 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 Managing Director 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 any flights from the Airport the Managing Director 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.

2.4.7 If the Airport Company is not reasonably satisfied that an Operator has capacity to meet its on-going 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.

2.4.8 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 you to pay your Airport Charges weekly in advance.

2.4.9 Under the Civil Aviation Act 1982, the Airport Company has the power to detain aircraft where default is made in the payment of Airport Charges. 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.

2.4.10 The Operator agrees to indemnify the Airport Company for any costs incurred by the Airport Company in the event that any third party takes or attempts to take legal or enforcement action at Stansted Airport in an attempt to seize any assets or alleged assets of the Operator or to recover any other debt from the Operator or any of its Affiliates.

2.4.11 The Operator shall not, without the express written consent of the Airport Company, be entitled in respect of any claim he may have against the Airport Company or otherwise to make any set off against or deduction from the charges provided for in these Conditions. The Operator must pay such charges in full pending resolution of any such claim.

2.4.12 If the Operator fails to comply with the Regulation and due to that default, the Airport Company (after making reasonable attempts to contact the Operator) provides assistance to the Operator's Passengers directly, all costs (internal and external) reasonably incurred by the Airport Company shall be fully rechargeable to the Operator and shall be payable by the Operator on demand.

2.4.13 Any queries relating to invoices should be raised with the Finance Transactions Team within 10 days of the invoice date. Contact numbers are shown on the Airport Company's invoices and statements.

2.5 Data

Data requirements are as follows:

Reference data

2.5.1 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:

Advance provision of flight number to callsign conversion tables where they differ from the standard IATA to ICAO conversion format: If an Operator's planned ATC callsign differs from the flight number used for a slot (ticketed flight number), other than the normal IATA to ICAO conversion, that callsign conversion data is required in advance of operation to allow for matching in the airport operational systems. For ad-hoc operations, this data can be provided via the nominated handling agent at least 24 hours prior to operation, but for Scheduled services this data is required at least a week before the date of first scheduled operation. Data should be provided via the nominated handling agent and copied into airside operations at the following address: airfield_operations_stansted_airport@stanstedairport.com.

Failure to supply this information in advance may result in delays due to passengers, airport staff and airport systems not receiving accurate information. Operators are to ensure their handling agent inserts the conversion data into the airport operational system on their behalf.

a) fleet details including Maximum Total Weight Authorised (MTOW in kilograms as per condition 0 above), noise characteristics of each aircraft owned or operated by the Operator (see condition 3.1.1 to 3.1.11 below);

b) new and amended ownership or registration details to be advised before the 20th of the month preceding first usage by contacting revenue.manchester@manairport.co.uk; and

c) scheduled time of operation (in UTC) of all flights from point of origin to Stansted Airport with flight durations greater than 4 hours.

Payload data

2.5.2 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:

a) information relating to the movement of its aircraft or aircraft handled by the agent at the airport of the Airport Company before 03:00 local time the following day for each of those movements. This will include the information about the total number of terminal and transit passengers (including children and infants) and the total weight of cargo and mail (expressed in Kilograms) embarked and disembarked at the airport; Data should be inserted directly or via SITA into the airport operational system whenever it is available to the handling agent; or provided otherwise as determined locally.

b) details of the Maximum Total Weight Authorised (see condition 0) in respect of each aircraft owned or operated by the Operator; and

c) with the name and postal address, phone and fax numbers, IATA/ICAO prefix and airport SITA address of the Operator who is to be invoiced.

Operational data

2.5.3 The Operator shall also provide or ensure that its handling agent provides to the Airport Company details of all aircraft operations by the timely transmission of complete and accurate

operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communications standards.

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;
- departure delays using standard IATA delay codes including delay sub codes where appropriate; and providing detailed delay reasons in the airport operational system where known;
- arrival delays using standard IATA delay codes where known;
- turnaround linked flight numbers and registrations (including changes);
- flight cancellation details and reasons; and
- flight diversion details and reasons.

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.

The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
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		
PAL	PASSENGER ASSISTANCE LIST	IATA AHM	
CAL	CHANGE ASSISTANCE LIST	IATA AHM	

The Airport Company's IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

Standard for MESSAGE FORMATS	IATA AHM	710
Standard for MESSAGE CORRECTIONS	IATA AHM	711
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	730
DELAY INFORMATION SUB CODES	IATA AHM	731
Form of INTERLINE BAGGAGE TAG	IATA RES	740

For Stansted, messages to be sent as follows:

Address STNPA7X	MVT, LDM, SLS, DIV, ASM
Address STNPA7X	PTM, MSE, PSM and forward booking information
Address STNPA7X	PAL, CAL
SITA MDS (Message Distribution Service)	all Baggage Information Messages (BIM's)

Data verification

2.5.4 The Airport Company may request, within 60 days, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight and noise characteristics. The Operator shall, following a request in writing made by the Airport Company, supply it with the original copies of such documents.

2.5.5 Where the Operator, or its handling agent, fails to provide the information required in condition 2.5.2 (payload data) within the period stipulated herein the Airport Company shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger and the Maximum Total Weight Authorised (see condition 0) of the aircraft type.

Data delivery

2.5.6 Queries regarding data delivery should be addressed to:

Email: revenue.manchester@manairport.co.uk
Tel.: 0161 489 3735

Data use

2.5.7 The Operator acknowledges and agrees that the Airport Company will use the information that Operator provides under this Condition 2.5 for the purpose of keeping passengers and the public informed of the status of Regular Public Transport Operations, Business and General Aviation using the Airport.

3 Airport Charges

3.1 Charge on Landing

3.1.1 At Stansted, the relevant charges for the landing and the subsequent take-off of aircraft as set out in the Schedule of Charges are payable.

3.1.2 The charge on landing will be assessed and payable on the basis of the Maximum Total Weight Authorised (see condition 0) as recorded by the Airport Company on 1 April of each year.

Base charge on landing - Chapter 3 and Non-Jet Aircraft

3.1.3 The base charges on landing as set out in the Schedule of Charges, will apply to Jet Aircraft over 16 metric tonnes, which meet the noise certification standards of ICAO Annex 16 Chapter 3. When applying for these base charges, documents attesting that the aircraft complies with Chapter 3 noise certification standards must be produced. If they are not, the aircraft may be treated as a Chapter 2 aircraft for charging purposes.

3.1.4 Non-Jet Aircraft and all aircraft not exceeding 16 metric tonnes will automatically qualify for the base charges and therefore no application need be made under condition 3.1.3.

Non chapter 3 aircraft

3.1.5 The Chapter 3 base charge on landing, calculated in accordance with the Schedule of Charges, will be increased to three times for aircraft failing to meet Chapter 3 noise certification standards as a minimum or any non-certificated aircraft.

3.1.6 Application for the base charge on landing or Chapter 2 surcharge, and the relevant documentation, should be sent to:

Finance Director
Stansted Airport Limited
Essex CM24 1QW

Chapter 3 minus or Chapter 4 charge

3.1.7 This charge will apply to those Jet Aircraft and Non-Jet Aircraft in excess of 16 metric tonnes which:

3.1.7.1 on BOTH ARRIVAL AND DEPARTURE, have a Quota Count of 0.25, 0.5 or 1, or are exempt, as described under Section 3 of the London/Stansted Noise Restriction Notice, currently published as a supplement to the UK AIP by the Civil Aviation Authority on behalf of the Department for Transport; or

3.1.7.2 Were first put into service on or after 1 January 2006 and meet the noise certification standards of ICAO Annex 16 Chapter 4. Documents attesting that the aircraft complies with Chapter 4 noise certification standards must be provided to the Airport Company.

3.1.8 The above supplement is revised twice a year, and until an aircraft type is included in the supplement, the Airport Company will use its own discretion in classifying the Quota Count of that aircraft type. In the event of this happening, no subsequent retrospective claim for a lower charge on landing will be considered by the Airport Company.

Chapter 3 high charge

3.1.9 Aircraft deemed to be Chapter 3 high aircraft in accordance with the provisions of condition 3.1.10 will be subject to a weight charge on landing of 150% of the Chapter 3 base charge, unless the Operator of the aircraft can provide to the Airport Company satisfactory noise certification data which demonstrates that the aircraft noise performance is 5 or more EPNdB

below Chapter 3 certification limits prescribed in Volume 1, Part, Chapter 3 of Annex 16 to the Convention on International Civil Aviation based on the arithmetic sum of the differences between certificated levels and the Chapter 3 noise limits at the approach, lateral and flyover points.

3.1.10 The following aircraft with Chapter 3 certification will be deemed Chapter 3 high:

AN124	BAC1-11	Boeing 707/720B
Boeing 727-100/200	Boeing 737-200	Boeing 747-100/200/300/SP
Douglas DC-8/50/62/63	Douglas DC-9/30/40/50	Douglas DC10-10
Fokker F28	IL-62M	IL- 86
TU-134A	TU-154M	YAK-42

The Airport Company will use its discretion in levying this charge pending submission of any certification data as outlined in condition 3.1.9 and, if an aircraft qualifies for the Chapter 3 base charge, consideration of retrospective claims for the lower charge.

Air Navigation Services charge

3.1.11 The relevant charges for Air Navigation Services (ANS) as set out in the Schedule of Charges are payable.

3.2 Charge on Departing Passengers

3.2.1 The relevant charges for departing passengers as set out in the Schedule of Charges are payable.

Arrivals and departures from remote stands

3.2.2 Where a flight arrives or departs from a stand which has been designated as a remote stand, a rebate to the charge of Terminal Departing Passenger will be allowed as set out in the Schedule of Charges, based on the number of Terminal Arriving Passengers and Terminal Departing Passengers using remote stands. Such rebate will not apply to the extent that it reduces the charges on departing passengers to below the level of the relevant minimum charge on departure set out in the Schedule of Charges.

3.3 Aircraft Parking Charges

3.3.1 The relevant charges for aircraft parking as set out in the Schedule of Charges are payable.

3.3.2 The charges for parking of aircraft at the airport will be assessed and payable on the basis of the Maximum Total Weight Authorised (see condition 0) as recorded by the Airport Company on 1 April of each year.

3.3.3 Parking charges will be based on the total number of quarter hours or part thereof that an aircraft has been parked on areas designated as Airport Company parking areas.

3.3.4 These charges will apply whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.

3.3.5 Parking charges will accrue immediately after landing subject, at the discretion of the Airport Company, to a taxi time allowance of 5 minutes.

3.3.6 For an aircraft where the Maximum Total Weight Authorised does not exceed 15 metric tonnes, 24 hours free parking after landing will be allowed.

3.3.7 The Operator of the departing flight will be liable for the parking charge. At the Airport Company's discretion the Operator of the arriving flight or the lessor of the relevant aircraft

may be invoiced upon evidence of such obligation being received by fax or by email at the Finance Transactions Team by 0900 the following day. Contact details are:

Email: receivables@magairports.com

3.3.8 The Managing Director of the Airport Company has discretion to decide in the light of the particular circumstances at the airport to abate or waive the charges set out in the Schedule of Charges in relation to the parking of aircraft at certain times and periods or on certain parts of the Airport. In this event, the Finance Director will supply the details of the terms and conditions of the abatement or waiver of the charges on the request of any Operator who parks aircraft at the airport and the Operator may apply to the Finance Director for these terms and conditions.

3.3.9 The Managing Director of the Airport Company 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 of Charges, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired. If the Operator fails to comply with such order, we may move or remove the aircraft in accordance with the procedure for moving / removing aircraft by STAL (see condition 2.3.12) and;

a) The Operator must pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and

b) The Operator is liable and will indemnify the Airport Company, its officers, employees and agents against personal injury, death, loss or damage caused or contributed to any failure by the Operator to move or remove an aircraft pursuant to condition 3.3.9.

3.3.10 No abatement or waiver of the parking charges will be granted except in accordance with the terms of condition 3.3.8 above and condition 4.3.1.

3.4 Minimum Charge on Departure

3.4.1 There is a minimum charge on departure for all flights at Stansted Airport as set out in the Schedule of Charges. Aircraft not exceeding 5 metric tonnes are exempt from this charge.

3.5 Disabled Persons and Persons of Reduced Mobility (PRM) Charge

3.5.1 In accordance with EC Regulation 1107/2006 for the provision of services to assist disabled persons and persons of reduced mobility, a PRM charge is payable for each departing terminal passenger.

4 Rebates

4.1 Training Flights

4.1.1 The Managing Director of the Airport Company has discretion to negotiate agreements at special rates for flying training programmes to be carried out at the Airport.

4.1.2 The Managing Director may determine special rates for programmes of test and training flights by helicopters.

4.2 Positioning Flights

4.2.1 The Managing Director of the Airport Company has discretion to grant a 100% rebate of the charge on landing of aircraft positioning empty for public transport flights. For this purpose, a public transport flight shall be any flight operated for hire or reward by an aircraft with a Maximum Total Weight Authorised (see condition 0) in excess of 16 metric tonnes or such a flight by a smaller aircraft, where carriage is offered to the public on a regular basis according to a published timetable. This rebate will not be granted on flights resulting from a diversion because of bad weather.

4.2.2 Prior written application for permission to make the flight and for the grant of the rebate must be made to the Finance Director of the airport at which the landing is to be made.

4.3 Other Rebates

4.3.1 The Managing Director of the Airport Company has the discretion to abate or waive landing, departing passenger or parking charges for any specified category of traffic and/or when they consider it is in the interest of the Airport Company to encourage the development of traffic at the airport.

5 Stansted – Schedule of Charges

5.1 Charge on Landing

5.1.1 Charge is based on the Maximum Total Weight Authorised (see condition 0).

All Flights

1 April 2018 – 15 April 2018

	#Peak (GBP)				Off Peak (GBP)			
Helicopters	117.82				117.43			
Fixed wing aircraft not exceeding 16 metric tonnes	145.09				130.41			
	Ch 2 & Non cert	@Ch 3 High	*Ch 3 Base	Ch 4 & Ch 3 Minus	Ch 2 & Non cert	@Ch 3 High	*Ch 3 Base	Ch 4 & Ch 3 Minus
Fixed wing aircraft over 16 Metric tonnes not exceeding 55 metric tonnes	650.08	325.03	216.69	195.03	482.47	241.23	160.83	144.74
Fixed wing aircraft over 55 metric tonnes not exceeding 250 metric tonnes	1,063.15	531.57	354.38	318.94	598.28	299.14	199.43	179.49
Fixed wing aircraft over 250 metric tonnes	1,831.71	915.85	610.57	549.51	1,036.27	518.13	345.42	310.88

16 April 2018 – 31 March 2019

	#Peak (GBP)				Off Peak (GBP)			
Helicopters	122.41				122.01			
Fixed wing aircraft not exceeding 16 metric tonnes	150.75				135.49			
	Ch 2 & Non cert	@Ch 3 High	*Ch 3 Base	Ch 4 & Ch 3 Minus	Ch 2 & Non cert	@Ch 3 High	*Ch 3 Base	Ch 4 & Ch 3 Minus
Fixed wing aircraft over 16 Metric tonnes not exceeding 55 metric tonnes	675.43	337.71	225.14	202.63	501.28	250.64	167.10	150.39
Fixed wing aircraft over 55 metric tonnes not exceeding 250 metric tonnes	1,104.61	552.30	368.20	331.38	621.61	310.81	207.21	186.49
Fixed wing aircraft over 250 metric tonnes	1,903.14	951.57	634.38	570.95	1,076.69	538.34	358.89	323.01

 # Peak Period - 1 April to 31 October

Off Peak - 1 November to 31 March

***Base Charges** - These apply to Jet Aircraft meeting the requirements of ICAO Annex 16 Chapter 3, to Non-Jet Aircraft and to all aircraft not exceeding 16 metrics tonnes (see conditions 3.1.3 and 3.1.4)

Surcharges - The base charge is subject to a 200% surcharge for ICAO Annex 16 Chapter 2 Jet Aircraft and for Jet Aircraft not meeting
Chapter 2 noise certification standards (see condition 3.1.5.)

The Chapter 4 & Chapter 3 minus charge applies to Jet Aircraft and Non-Jet Aircraft in excess of 16 metric tonnes with QC values on BOTH ARRIVALS AND DEPARTURES of 0.25, 0.5, 1.0 or are exempt or were first put into service on or after 1 January 2006 and meet the noise certification standards of ICAO Annex 16 Chapter 4. (See condition 3.1.7).

@ **The Chapter 3 high** charge applies to those Chapter 3 aircraft those certified noise performance lies within 5EPNdB of Chapter 3 limits
(see conditions 3.1.9 and 3.1.10)

In addition to the above an Air Navigation Services charge per landing of GBP 144.34 (1 April 2018 – 15 April 2018) / GBP 149.97 (16 April 2018 – 31 March 2019) applies to all flights.

5.2 Charges on Passengers (collected by airlines / agents)

Charges payable per terminal departing passenger:

1 April 2018 – 15 April 2018

	(GBP)
Departing Passenger Charge	11.39
Remote Stand Rebate	2.57

16 April 2018 – 31 March 2019

	(GBP)
Departing Passenger Charge	12.27
Remote Stand Rebate	2.67

The remote stand rebate applies per terminal passenger for flights arriving at or departing from stands which have been designated remote (see condition 3.2.2).

5.3 Aircraft Parking Charges

The standard charges for parking aircraft will be its Maximum Total Weight Authorised (see condition 1.1.13):

1 April 2018 – 15 April 2018

- Not exceeding 15 metric tonnes, charge per 24 hours or part thereof in excess of 24 hours GBP 130.01.
- Over 15 metric tonnes, charge per quarter hour or part thereof GBP 3.76 plus 23p per metric tonne.

16 April 2018 – 31 March 2019

- Not exceeding 15 metric tonnes, charge per 24 hours or part thereof in excess of 24 hours GBP 135.08.
- Over 15 metric tonnes, charge per quarter hour or part thereof GBP 3.91 plus 24p per metric tonne.

5.4 Minimum Charge on Departure

1 April 2018 – 15 April 2018

- For all flights: GBP 149.13 per departing flight (see condition 3.4.1).

16 April 2018 – 31 March 2019

- For all flights: GBP 154.94 per departing flight (see condition 3.4.1).

5.5 Diverted Flights

- Diverted aircraft which land at Stansted will be charged the peak landing charge irrespective of its time of arrival.
- Passengers who disembark from flights that have been diverted to Stansted that are deplaned and decontrolled will incur a departing passenger charge charged at the standard tariff with no remote stand rebate. This charge will apply both to arriving and departing passengers aboard the flight.

Note: The above charges are exclusive of Value Added Tax. For other rebates please see sections 3 and 4 above.

5.6 Disabled Persons and Persons of Reduced Mobility (PRM) Charge

The PRM charge is based on the % of booked vs. non-booked PRM passengers.

- Greater than 75% - base charge applies (see below)
- Between 50%-75% - £1.50 per departing passenger
- Less than 50% - £3.00 per departing passenger.

PRM base charge is set quarterly based on a pre- determined matrix of penetration rate and passenger numbers. For January – March 2018, this is £0.32 per departing passenger.

5.7 New Airlines

For new entrant airlines looking to find out more information concerning the start-up of passenger or cargo services at London Stansted, please contact the London Stansted Airline Business Development team at the following email address:

MAGRouteDevelopment@MAGAirports.com or telephone 0161 489 3503