



Tingwall Airport

EGET

Terms and Conditions of Use 2017 and Airport Charges as dated

1. Use of the Airport and its Facilities

- a. The use of the Airport by the Operator or on his or their behalf is subject to the conditions which shall apply equally to the provision of all facilities or services provided or offered to be provided by the Shetland Islands Council and are hereby deemed to be incorporated into any agreement, contract or other legal relationship entered into or to be entered into by the Shetland Islands Council with the Operator.
- b. The Shetland Islands Council shall be entitled to vary the conditions from time to time, at its discretion and as it sees fit. Provided such variations have been brought to the notice of the Operator or are deemed to have been brought to his notice, such variations shall be binding on the Operator.
- c. The Shetland Islands Council has the exclusive right to provide any service which it desires and sees fit at the Airport and any Operator wishing to provide the same, similar or different services must first submit a written application to the Airport Accountable Manager for due consideration.

2. Aerodrome Licence

- a. Tingwall Airport has been granted an Ordinary Licence for use by the licence holder and persons specifically authorised by him. The airport is notified in the UK AIP as being available subject to prior permission being obtained.
- b. The general hours of availability are promulgated in the UK AIP AD 2. These hours are subject to change and may be varied at short notice by NOTAM.
- c. RFFS cover is provided for all aircraft movements appropriate to Category 2 with Category 3 being available under the CAP168 remission arrangements.
- d. Specific licence conditions are as follows:
 - i. The Licence requires that the Airport shall at, all times, when it is available for the take-off and landing of aircraft, be so available to all persons on equal terms and conditions.
 - ii. Changes cannot be made to the licensed facilities without the prior approval of the CAA SRG under Condition 3 of the Aerodrome Licence. Tingwall Airport is responsible for informing the CAA of any planned changes which may affect the Aerodrome Licence.
 - iii. In accordance with Condition 2 of the Aerodrome Licence, no aircraft shall take-off or land at Tingwall Airport unless such fire fighting and rescue services and such medical services and equipment as required in respect of such aircraft in accordance with CAP 168 are provided.
- e. The Aerodrome is licensed for the take-off and landing of aircraft at night.

- f. Subject to the conditions of the licence nothing shall be taken to confer on any person the right to use the Aerodrome without the consent of the Airport Licence Holder

3. Citation, commencement and interpretation

- a. This document may be cited as the Shetland Islands Council Tingwall Airport Terms and Conditions of Use and Airport Charges 2017 and shall come into operation on 1 April 2017.
- b. The Terms replace any other Terms used by Shetland Islands Council which are revoked with effect from 31st March 2017.

- c. In this document, except where the context otherwise requires –

“Tingwall Airport” is wholly owned by the Shetland Islands Council;

“Tingwall Airport” is managed by Shetland Islands Council;

“Tingwall Airport” means the Shetland Islands Council having its main place of business at Tingwall Airport, Baillister, Tingwall, Shetland, ZE2 9XJ;

“EGET” means the ICAO code for Tingwall Airport, as appears in UK AIP entries;

“ICAO” means the International Civil Aviation Organisation;

“UKAIP” means the United Kingdom Aeronautical Information Publication;

“Airport Manager” means the employee of Shetland Islands Council appointed by Shetland Islands Council, responsible for the day to day management of the Airport;

“NOTAM” means Notice to Airmen and is the means of information promulgation from Tingwall Airport to Airmen;

“Flight Information Service” means the level of air traffic service operated by Tingwall Airport, as defined in CAA CAP 1032;

“FIS” is an acronym of Flight Information Service;

“Aerodrome Flight Information Service Officer” is the Shetland Islands Council employee who performs the Flight Information Service function, as defined in CAA CAP 427

“AFISO” is an acronym of Aerodrome Flight Information Service Officer;

“Duty AFISO” means the appropriately certified and competent Shetland Islands Council employee performing the duties of Aerodrome Flight Information Service Officer for the period which they are undertaking that specific duty and having lawful control and charge of the Airport for the time being;

“Shetland Islands Council” means Shetland Islands Council constituted by Section 2 of the Local Government etc. (Scotland) Act 1994 and having its principal offices at the Town Hall, Lerwick, Shetland;

“SIC” is an acronym of Shetland Islands Council;

“Terms” means the Shetland Islands Council Tingwall Airport Terms and Conditions of Use and Airport Charges 2017;

“Prior Permission Required” means that aircraft must seek the permission of the Duty AFISO prior to arrival. Aircraft wishing to use Tingwall Airport must contact the Duty AFISO prior to departing their base airport. This can be done by calling 01595 744481, or 07766 421 058 (24/7 on-call), or emailing dutyfiso@shetland.gov.uk;

“PPR” means an acronym of Prior Permission Required;

“Operator” in relation to an aircraft means the person for the time being having the management of that aircraft; whether owner, user, pilot or otherwise and shall mean the person(s) or body or organisation (and their respective servants, agents and contractors) using, attempting to make use of, or having used, the facilities or services offered by the Shetland Islands Council at the Airport or elsewhere.

“Flight” has the same meaning as defined in Article 255 of CAP 393 Air Navigation: The Order and the Regulations (as amended);

References to a “Certificate of airworthiness” shall include any validations thereof and any flight manual or performance schedule relating to the aircraft;

Maximum Total Weight Authorised “MTWA” 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;

“Ambulance flights” means all flights operated by or on behalf of the Scottish Ambulance Service;

“Passenger” means any person, including infants, carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight;

“Time of Landing” means the time recorded by Tingwall Airport Duty AFISO as the time of touch down of an aircraft;

“Time of Take-off” means the time recorded by Tingwall Airport Duty AFISO as the time when the aircraft is airborne;

“Air transport movement” are landings or take-offs of aircraft engaged on the transport of passengers, cargo or mail on commercial terms. This comprises all scheduled

movements operated to a commercial timetable where carriage is offered to the public, including those operated empty. Loaded charter and air taxi movements are also included;

“General or business aviation” means any air traffic not falling into any of the following categories:

- a) scheduled air services; 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; and
- b) 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;

“Freight” means any cargo or mail carried on an aircraft operating an air transport flight, with the exception of freight in transit. “Freight in Transit” means any cargo or mail which arrives at the airport and departs in the same aircraft, where such an aircraft is operating a through flight transiting the airport;

References to “Airport Manager” shall include a nominated deputy;

References to “Accountable Manager” shall include a nominated deputy;

Words denoting the singular shall include the plural and vice versa;

Words denoting either gender shall include the other or both genders;

A reference to any rule, convention, statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the rule, convention, statute, enactment, order, regulation or instrument as amended by any subsequent rule, convention, statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

The headings are for convenience and reference only and shall not be construed as forming part of the Terms or be taken into account in the interpretation thereof;

Where in the Terms Tingwall Airport is entitled to make a decision or exercise a discretion on any matter relating to the operation of the airport, it shall be presumed, unless the context otherwise demands or there is evidence of an instruction from Shetland Islands Council to the contrary, that the Airport Manager has full authority to act as Shetland Islands Council’s agent in these matters;

Without prejudice to any paragraph herein, in any situation where Shetland Islands Council or, as the case may be, the Duty AFISO, Airport Manager or Accountable Manager has a discretion under these terms to do or refrain from doing anything, Shetland Islands Council and the Airport Manager will at all times have regard to the safety of the airport and air navigation, the passengers and freight, but shall exercise their discretion as reasonably as the situation permits;

For the purposes of being bound by these Terms and Conditions the Operator warrants that he has full authority and power to bind as their agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.

The Terms shall be governed by Scots law and all passengers and users of the service submit themselves to the exclusive jurisdiction of the Scottish Court.

4. **Conditions of Use & Airport charges**

The use of Tingwall Airport is subject to the following conditions.

- a. Compliance with the local flying restrictions and remarks published from time to time in the United Kingdom Aeronautical Information Publication (UK AIP) – www.nats-uk.ead-it.com.
- b. Compliance with instructions, orders or directions published from time to time by Tingwall Airport which may supplement, vary or discharge any of the terms and conditions of use set out herein.
- c. Compliance with directives on security of airports and aircraft, as issued by the European Commission and Department for Transport.
- d. Details should be notified to the Accountable Manager prior to the commencement of a programme of commercial services, or the operation of any irregular service at Tingwall Airport.

5. **Liability, loss and damage**

- a. Neither SIC, nor its respective servants or agents, shall be liable for the loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on Tingwall Airport or is in the course of landing or taking-off at Tingwall Airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of SIC or their servants or agents.
- b. In any event neither SIC nor their respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit) suffered by an operator.

6. **Force majeure**

- a. SIC shall have no liability to the operator under these Conditions of Use if it is prevented from or delayed in performing its obligations under these Conditions of Use or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of SIC or any other party), failure of a utility service or transport network, act of God, war, riot, enemies of the monarch, restraint of princes, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, volcanic ash or default of suppliers or sub-contractors.

7. Aircraft accident / incident recovery orders

- a. SIC will act in accordance with the requirements of:
 - i. International Civil Aviation Organisation (“ICAO”), Annex 14 to the Convention.
 - ii. Statutory Instrument 1996 No. 2798 The Civil Aviation (Investigation of Air Accidents and Incidents) Regulations 1996 www.opsi.gov.uk and insert 1996 No 2798 under search.
- b. The requirement for SIC to have procedures in place for the recovery of any disabled aircraft is set out in Annex 14 to the Convention on International Civil Aviation.

8. Aircraft owners and operators or their nominated agents responsibilities

- a. The airline/aircraft operator, or its nominated agent, is responsible for recovering and removing a disabled aircraft as quickly as possible after permission has been obtained from the AAIB.
- b. Airlines, General Aviation traffic, and based operators - including Flying Clubs - must have adequate arrangements in place to recover their aircraft in the event of an incident or accident.
- c. These arrangements must be notified formally to the Accountable Manager and/or the Airport Manager. These arrangements must remain current and must be updated annually.
- d. If an airline/aircraft operator, or its nominated agent, should refuse to remove a disabled aircraft or neglect to do so within a reasonable time, the Director of Infrastructure Services, or his representative, may instruct that removal operations commence under the authority of SIC. The airline/aircraft operator will be responsible for all costs associated with an aircraft recovery.
- e. Handling Agents must ensure that aircraft recovery arrangements are in place for any airline which they handle and they - in association with the Director of Infrastructure Services, or his representative - will be responsible for co-ordinating the recovery of an aircraft.
- f. The airline/aircraft operator, or its nominated agent, is responsible for recovering and removing the aircraft/wreckage as quickly as possible after permission has been obtained from the AAIB.
- g. The airline/aircraft operator, or its nominated agent, is responsible for the provision of:
 - i. The necessary technical advice, including that of his insurer.
 - ii. Supervision for the recovery operation.
 - iii. Any equipment or materials which may be required.
- h. SIC expects that an airline/aircraft operator or its nominated agent will, at all times, have available a responsible person - on station or available to be contacted immediately - to take decisions in respect of recovery operations and to act as the airline/aircraft operator, or nominated agent, representative.
- i. Unless otherwise advised, SIC will take this person to be the duty manager or senior station representative of the agency concerned.

- j. The responsible person - as described above - will be responsible for such matters as:
 - i. Health and Safety considerations in respect of staff and contractors involved in a recovery operation.
 - ii. Providing adequate Personal Protective Equipment to these staff and contractors.
 - iii. Conforming to all valid Aerodrome Notices as may be applicable to the recovery operation. In particular, those which relate to Security and Safety.

9. Payment terms

- a. All charges are payable prior to departure unless alternative arrangements have been agreed with the Shetland Islands Council.
- b. Electronic payment methods are preferred and payments should be made in sterling.

10. Credit

- a. If SIC agrees to a credit arrangement with the operator the operator shall pay within 30 days the appropriate airport charges, as set out in the Schedule of Charges.
- b. The operator shall also pay for any supplies, services or facilities provided to the operator or to the aircraft at the airport by or on behalf of SIC, and the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) be those as may from time to time be determined by SIC.
- c. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by or on behalf of SIC, shall be payable to SIC on demand and whether a demand has been made or not, before the aircraft departs from the airport.

11. Detention notices

- a. If payment of such charges is not made to the Shetland Islands Council within 30 days after a statement and / or letter demanding payment thereof has been sent by post addressed to the registered owner at any place at which he carries on business, SIC shall be at liberty to invoke Section 88 of the Civil Aviation Act 1982. This section entitles airport companies to detain aircraft for the non-payment of airport charges. Section 88(1) provides as follows:
 - i. *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): detain pending payment either:*
 1. *the aircraft in respect of which 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*
 2. *any other aircraft of which the person in default is the operator at the time when the detention begins; and 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.*

12. Value Added Tax ("VAT")

- a. All charges stated herein are quoted exclusive of any VAT with the exception of the Private light aircraft and Out of Hours permit charges.
- b. VAT will be applied as appropriate at the ruling rate in accordance with applicable legislation.
- c. Customers based outside the UK must provide VAT registration information in order to be billed at the correct VAT rate.

13. Policing

- a. Where any flight imposes an additional policing requirement over and above the services normally provided by the airport, the Accountable Manager may require the operator to pay a charge equivalent to the additional identified cost of policing that flight.

14. Provision of security for payment

- a. For scheduled services and any programmed charter service, SIC may require security to be provided for the payment of airport charges estimated to be payable for a period of up to one month in respect of such services prior to such services commencing.

15. Queries

- a. Any queries regarding payment of these charges should be made in the first instance to the Finance department of SIC whose contact details are:

Income and Recovery Section
Finance Department
8 North Ness
Lerwick
Shetland Isles
ZE1 0LZ

Telephone 01595 744626

16. Reference data

- a. The operator or its appointed handling agent shall also furnish on demand in such form as SIC may from time to time determine, details of the Maximum Total Weight Authorised ("MTWA") in respect of each aircraft owned or operated by the operator.
- b. The operator or its appointed handling agent shall also furnish without delay details of any changes in the MTWA in respect of each aircraft owned or operated by the operator.

17. Lien

- a. So long as an aircraft (or aircraft), or any parts and accessories or any vehicle are located at the Airport or upon any land under the control of Shetland Islands Council, it shall have a contractual lien, both particular and general over the aircraft, its parts and accessories and any vehicle for all charges, costs, fees or any other liabilities of whatever nature which are due and payable to the Shetland Islands Council in respect of that aircraft, or any other aircraft of which the Operator is the Operator at the time when the lien is exercised. The lien shall not be lost by reason of the aircraft departing from land in the control of Shetland Islands Council but shall continue to be exercisable at any time when the aircraft or any other aircraft of the operator has returned to and upon any such land so long as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure remain unpaid.
- b. Shetland islands Council shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of the lien and Shetland Islands Council may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.
- c. If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, Shetland Islands Council shall dispatch by ordinary post to the Operator at his address hereon and to the Registered Owner of the aircraft at the address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, title in the liened aircraft or property shall vest in Shetland Islands Council and it may at

its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition Shetland Islands Council shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any sum due to Shetland Islands Council and any fees, expenses or costs incurred in connection with the disposal of the aircraft before accounting for any balance to any party so entitled.

- d. The exercise by Shetland Islands Council of the powers set forth in this Clause shall be without prejudice to the exercise of any other powers exercisable by the Shetland Islands Council by virtue of statute or otherwise.

18. Liability of Shetland Islands Council and the Operator

Where the Operator is other than a Consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1994, Shetland Islands Council shall in no circumstances be liable to the Operator for any physical or economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever (including without exception the aircraft its parts or accessories or any property contained in the aircraft) except where any injury or death is as a direct result of a negligent act, accidental error or omission on the part of Shetland Islands Council or others acting on our behalf.

- a. Where the Operator or any person on his behalf or for whom he is responsible causes death, personal injury or loss or damage of any kind whether direct or indirect as a result of any negligence, breach of contract or breach of statutory duty on the part of the Operator and while at the Airport, the Operator shall indemnify and keep indemnified Shetland Islands Council in respect of any claim or claims arising therefrom.

19. Insurance

- a. The Operator in furtherance of his obligations under these conditions agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the operator at the Airport in such amounts not being less than five million pounds (£5,000,000) Combined Single Limit as shall in Shetland Islands Council's complete discretion be reasonable according to the size and type of aircraft operated and shall on demand produce to Shetland Islands Council, or its duly authorised representative, from time to time sufficient documentary proof of such insurance including the security thereof.

- b. In respect of any vehicle which the operator, his servants, agents, or associates may use or operate on that part of the airport which is or has been designated to operate airside, the operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to Shetland Islands Council or its duly authorised representative on demand. Shetland Islands Council's decision as to the adequacy of such insurance cover shall be binding on the operator.
- c. The Operator shall at all times fully indemnify and keep indemnified the Shetland Islands Council against any breach of this, but without prejudice to any other rights of Shetland Islands Council under these Terms and Conditions whether the same shall be enforced by Shetland Islands Council or not.

20. General

- a. The Operator or his appointed handling agent shall furnish to Shetland Islands Council information of such type and in such form as Shetland Islands Council may from time to time require and determine relating to the movement of aircraft whether handled by himself or an agent at the Airport within 24 hours of each of these movements.

21. Load and weight data

- a. The operator or its appointed handling agent shall furnish to SIC, or to such other Shetland Islands Council as SIC may direct, in such form as SIC may from time to time determine:
 - i. Information relating to the movement of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of those movements.
 - ii. This will include information about the number of arriving and departing passengers (including adults and infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the airport.
 - iii. Details of the MTWA in respect of each aircraft owned or operated by the operator.
 - iv. Name, contact, postal address, e-mail address, phone and fax numbers, IATA / ICAO prefix and SITA address of the operator who is to be invoiced.
 - v. VAT registration details for non-UK based operators.
- b. If a discrepancy relating to invoice details arises then the operator or its appointed handling agent shall furnish to SIC within 21 days or on written request made by SIC, 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.
- c. This provision shall also apply to the furnishing of copies of extract from aircraft flight manuals to enable verification of aircraft weight and noise characteristics.
- d. The operator shall, following a request in writing made by SIC, produce for inspection the original copies of such documents.
- e. Where the operator, or its handling agent, fails to provide the information required within the period stipulated herein, SIC shall be entitled to assess the charges payable hereunder by the operator by reference to the MTWA and the maximum passenger capacity of the aircraft type.

22. Capacity / availability of services

- a. There is no guarantee on the part of SIC as to available capacity at Tingwall Airport. SIC reserves the right to manage capacity at Tingwall Airport as it deems necessary for safety and operational reasons.
- b. No reduction of the charges set out in the Schedule of Charges will be allowed by reason of the unavailability for any reason whatsoever of any aerodrome service, assistance or other facilities.

23. Amendments and variations

- a. SIC reserves the right at any time upon giving notice to amend, vary or discharge any of the terms and conditions of use set out herein.

24. Miscellaneous

- a. SIC reserves the right to charge for miscellaneous goods and services as and when necessary (including but not limited to clean up of oil, fuel or other spillages).

25. Hours of Operation

All times are in UTC

- a. **Winter:** Mon-Fri 0900-1600 UTC
- b. **Summer:** Mon-Fri 0800-1600 UTC. Sat 0930-1400 UTC (Saturday openings are from May to Oct only)
- c. Out of hours services are available by Prior Permission.
- d. To arrange out of hours services contact the Duty AFISO on 01595 744481, or 07766 421 058 (24/7 on-call) or email dutyfisotingwall@shetland.gov.uk

26. CHARGES

27. Landing fees

- a. "Landing fees" are set out in the Schedule of Charges. Landing fee will be assessed, and payable on the basis of the MTWA. All charges shall be reviewed annually by SIC and implemented on 1st April each year.

28. Private light aircraft charge

- a. All aircraft MUST contact the Duty AFISO prior to departing their base airport to fly to Tingwall Airport. Tingwall Airport is strictly Prior Permission Required.
- b. Aircraft intending to fly to Tingwall must contact the Duty AFISO on 01595 744481 (24/7 on-call) or dutyfisotingwall@shetland.gov.uk
- c. The flight must arrive or depart during normal operating hours (to enable payment to be made and details checked, if necessary, before departure)
- d. Payment must be made by cash, cheque or credit card during office hours.
- e. The pilot must comply with PPR requirements
- f. If requested when seeking permission for the flight the pilot must avoid peak traffic times
- g. A private flight is defined in Article 255 of CAP 393 Air Navigation: The Order and the Regulations (as amended) as a "flight which is not an aerial work, public transport or commercial air transport flight".
- h. Visual Flight Rules
- i. Prior Permission Required

29. Aircraft parking charges

- a. The charges for parking of aircraft at the airport are set out in the Schedule of Charges. These charges will be assessed and payable on the basis of the MTWA and total time parked.
- b. The parking charge will operate only after the aircraft has been parked on the airport for a period of one hour.
- c. 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.

- d. Where hangars are available and utilised, charges will apply.
- e. The Duty AFISO may at any time order an aircraft operator either to move a parked aircraft to another position or remove it from the airport.
 - i. In particular, where it could affect or infringe the safety of the airport's operations.
 - ii. Failure to comply with the order within the period specified in it will render the operator liable to a special charge which will be notified to the aircraft operator at the time of the request to move the aircraft.

30. Rebates and Exemptions

- a. Operators of air services at Tingwall Airport may apply to the Director of Infrastructure Services for rebates for the operation of new services to new destinations.
- b. The decision by the Director of Infrastructure Services as to whether to grant such rebates shall be absolute. The Director of Infrastructure Services may require a decision from the appropriate Committee of Shetland Islands Council
- c. Operators of the Shetland Islands Council's Inter-Island Air Service shall be exempt from paying fees and charges to the extent of that which is detailed within the terms of the contract.

31. Safety related diversionary landings

- a. SIC is prepared to consider requests for waiver of charges from a General Aviation ("GA") pilot who makes a genuine safety-related diversionary landing.
- b. This waiver only applies to Domestic GA traffic.
- c. This applies to an aircraft, which has not planned to land at Tingwall Airport, arriving due to technical malfunction or an unforecast weather related emergency and the aircraft departing as soon as possible, with the same complement of passengers etc. on board.
- d. In the event of an aircraft flight planned to land at an Tingwall Airport being diverted to another airport at which no airport landing fee has been paid then on arrival at an Tingwall Airport it will be charged the fee which would have been payable as if it had arrived from its original point of departure.
- e. Eligibility for waiver will be based on the same criteria as for a light aircraft landing fee (i.e. a private flight as defined in Article 255 of CAP 393 Air Navigation: The Order and the Regulations (as amended)).

32. Surcharges

33. Flights outside normal hours

- a. Normal hours of availability at Tingwall Airport are available via the UKAIP website, [www.nats-uk.ead-it.com/IAIP/Aerodrome Index - Specific](http://www.nats-uk.ead-it.com/IAIP/Aerodrome%20Index%20-%20Specific). Where flights are made outside of these hours by arrangement with SIC, an Out of Hours charge will be payable in accordance with the rates set out in the Schedule of Charges.
- b. These rates are set according to the normal fire category in operation at the airport.
- c. If the operating aircraft requires a fire category that is greater than the normal fire category, a higher charge will be applicable to cover the cost of the additional staff required.
- d. Fixed wing aircraft which do not exceed 2,730kg MTWA may qualify for an Out of Hours permit.
- e. Pilots wishing to visit Tingwall Airport outwith notified operational hours **must** be in possession of a valid Tingwall Airport 'Out of Hours Indemnity Permit'.

34. Flights that must use licensed or Government aerodrome

- a. Attention should be given to CAP 393 Air Navigation: The Order and the Regulations Articles 207 and 208 (as amended) which apply to any aircraft which exceeds 2,730kg MTWA.

35. Aerodromes – use for purposes of flying instruction and testing

- a. Attention should be given to CAP 393 Air Navigation: The Order and the Regulations Article 208A (as amended) which applies to flying instruction and testing.

36. Outwith Normal Hours

- a. For extensions of watch (i.e. operations which occur within three hours of the normal opening or closing of the airport) charges will be levied in 15 minute segments, or parts thereof, for the additional time from the normal opening or closing time required.
- b. Openings required outside these three hours extensions will be considered as special openings and be subject to a minimum charge of three hours.
- c. Under the International Civil Aviation Organisation Annex 16 – Environmental Protection (Chapters 2 and 3), and the UK Aeroplane Noise Regulations, aircraft are required to operate to an approved noise standard and certification. Only certain aircraft are exempt from the standards specified.

37. Schedule of Charges

- a. The Schedule of Charges should be read in conjunction with the preceding Conditions of Use and Definitions. The following charges take effect from **1st April 2017**.
- b. These charges may be revised at any time without prior notification and in any event annually on 1st April.

Landing Charges - Fixed Wing and Helicopter Aircraft	From 01/04/2017	
Aircraft with MTWA up to 2,730Kgs, per landing (includes Papa Stour)	£21.00	ex VAT
Aircraft with MTWA over 2,730Kgs, per tonne or part thereof	£24.00	ex VAT
Aircraft with MTWA over 2,730Kgs, per tonne or part thereof-Air Ambulance/Search & Rescue/Medi-Vac – 50% Concession	£12.00	ex VAT
Resident Light Aircraft Consolidated Landing Card – up to 2,730 Kgs	£420.00	Inc VAT
Training and Testing Circuits (per session max 10 circuits or part thereof per session)	£23.00	ex VAT
Other Charges		
Out of Hours Permit – per annum (plus landing fees)	£66.00	Inc VAT
Out of Hours Permit – Papa Stour –per annum (plus landing fees)	£66.00	Inc VAT
Refuelling Handling Charge – per fuelling, per aircraft JETA1	£27.00	ex VAT
Refuelling Handling Charge – per fuelling, per aircraft AVGAS	£11.00	ex VAT
Landing Supplements (per passenger)		
Charter Flights	£5.00	ex VAT
Parking Charges – per 24 hours, or part thereof. Charges apply after the aircraft has been on the ground for one-hour		
Per 24 hours or part thereof (total, not per tonne)	£11.00	ex VAT
Out of Hours Charges – By Arrangement - Public, Charter and GA		
Within three-hours of published opening or closing hours – per 15 minute segment	£53.00	ex VAT
Opening commencing after three hours of closing time and closing within three hours of opening time – minimum three hour charge then 15 minute segments or part thereof	£125.00	ex VAT
Out of Hours Charges – By Arrangement – Air Ambulance & Search and Rescue		
Within three-hours of published opening or closing hours – per 15 minute segment	£35.00	ex VAT
Opening commencing after three hours of closing time and closing within three hours of opening time – minimum three hour charge then 15 minute segments or part thereof	£125.00	ex VAT

