



# **Cargo**

# **Fees and Charges**

## **Teesside International Airport**

## **(MME)**

Schedule of Charges and Terms and Conditions of Use

**Edition One:** 1<sup>st</sup> April 2023 – 31<sup>st</sup> March 2024

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## 1.0 DEFINITIONS AND INTERPRETATION

- 1.1** Words denoting the singular number only shall include the plural and vice versa.
- 1.2** Words denoting the masculine gender include the feminine and neuter and vice versa.
- 1.3** The expression 'persons' shall include any individual, partnerships, joint ventures, firms, businesses, companies, unincorporated associations and corporations and vice versa.
- 1.4** A reference to 'indemnify', 'indemnified' or 'indemnifies' means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis.
- 1.5** Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and all statutory instruments made pursuant to it.
- 1.6** The following definitions apply in this document:-

'Aircraft' means the aircraft of the Operator/Airline.

'Airline' means the owner or controller of the Aircraft (if different to the Operator).

'Airport' means Teesside International Airport.

'Air Traffic Services' means the services which regulate and assist Aircraft in real-time to ensure their safe operation.

'Air Transport Movements' are landings and take-offs of an Aircraft engaged in the transport of passengers, cargo or mail on commercial terms. All scheduled and loaded charter movements are included. For the purpose of these statistics where flights are operated on a sub-charger basis the Operator is identified according to the flight number.

'Cargo Handling Services' means the management of the movement of Goods from and to Aircraft and within the Company's Regulated Agent Premises, warehousing within the Company's Regulated Agent Premises and the carriage services to be provided by the Company in respect of Goods as set out in the relevant specification, including services which are incidental or ancillary to such services.

References to a 'Certificate of Airworthiness' shall include any validations therefor and any flight manual or performance schedule relating to the Aircraft.

'Charges' means the sums payable under these Terms.

'The Company' shall mean Teesside International Airport Limited, a company registered in England and Wales with company number 02020423 whose registered office is Teesside International Airport, Darlington DL2 1LU.

'Conditions of Use' means paragraphs 8.0 to 23.0 of this document.

'Consignor' means the person that consigns the Goods (if different to the Shipper) for the Consignee.

'Contract' means the contract between the Company and the Customer for the supply of Services in accordance with these Terms and the Order.

'Customer' means the person or firm who purchases Services from the Airport (which could be an Airline, Operator, Consignor, Shipper or Handling Agent as the context requires).

'Flight' has the same meaning as in the Air Navigation Order, 1989 as amended.

'Flight Classification' means classification within the following categories:

'Domestic Flight' means a Flight where the airport of both take-off and landing are the United Kingdom, Channel Islands or the Isle of Man (but excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas.

'International Flight' means all Flights other than Domestic Flights.

'Goods' means the goods made available to the Company for storage and subsequent onwards collection which may include loose and unitised cargo.

'Handling Agent' means a person performing cargo handling services in the Airport.

'Maximum Take Off Weight' or 'MTOW' 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.

'Operator' in relation to an Aircraft, means the person for the time being having the management of that Aircraft.

'Order' means the Customer's order for the supply of Services as set out in the Customer's purchase order form or the Customer's written acceptance of a quotation by the Company.

'Regulated Agent' means an entity which is authorised by the UK Civil Aviation Authority to handle secure air cargo.

'Regulated Agent Premises' means the premises of the Company where Goods are handled and stored.

'Services' means any services (including but not limited to the Cargo Handling Services) supplied by the Company to the Customer as more particularly set out in the Contract.

'Shipper' means a person (other than the Consignor) that transports or receives goods by sea, land or air.

'Terms' has the meaning given in paragraph 2.1.

'The Time of Landing' means the time recorded by Air Traffic Services as the time of touch down of an Aircraft.

'Time of Take-Off' means the time recorded by Air Traffic Services as the time when the Aircraft is airborne.

## **2.0 BASIS OF CONTRACT**

**2.1** This document sets out the Company's terms and conditions for the use of the Airport and the supply of the Services ("the Terms") and the Charges that apply from 1<sup>st</sup> September 2022 to 31<sup>st</sup> March 2023. These Terms and the Charges can be updated at any time. The most recent version is available on the Company's website. All Charges are exclusive of VAT, which is charged where applicable.

- 2.2** The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms. If the Customer wishes to place an Order it will request to do so by emailing [cargo@teessideinternational.com](mailto:cargo@teessideinternational.com) and the Company will provide a pro-forma order form which is appropriate for the nature of the business of the Customer. The Customer shall place an Order with the Company by completing the relevant pro forma order form and returning it via email to [cargo@teessideinternational.com](mailto:cargo@teessideinternational.com).
- 2.3** The Order shall only be deemed to be accepted when the Airport issues a written acceptance of the Order or performs the Services (whichever is earlier) at which point and on which date the Contract shall come into existence.

### 3.0 Cargo Aircraft Charges

#### 3.1 Landing and Navigation

The runway charge is payable for all departing cargo Aircraft and is assessed on the basis of the MTOW in tonnes. The Charges for Navigational Services at the Airport are incorporated into the charges on departure.

Aircraft Weight Category	Rate
Per 0.5 tonne up to 3 tonnes	£6.00 for each 0.5 tonne or part thereof
Over 3 tonnes	£13.00 for each tonne or part thereof

To book a slot with Teesside International Airport Air Traffic, please call **(+44) 01325 331020**.

#### 3.2 Aircraft Parking Charges

The aircraft parking charge is payable for each uninterrupted period of parking on the Airport and is assessed on the Maximum Take-off Weight (MTOW) of the Aircraft and the time it is parked. First 2 hours are free.

Aircraft Parking Daily Rates	Rate
Less than 3 tonnes	£10.50 per day or part thereof
3-4.9 tonnes	£51.25 per day or part thereof
5-9.9 tonnes	£102.50 per day or part thereof
10-19.9 tonnes	£154.00 per day or part thereof
Over 20 tonnes	£7.70 per tonne, per 24 hours

#### 3.3 Minimum Departure Charge

There is a minimum charge on departure applicable to all cargo Flights over 20 tonnes assessed by MTOW.

Minimum Departure Charge	Rate
Per Departure	£300

#### 3.4 Out of Hours Charges

The Airport is able to operate beyond the UK Aeronautical Information Publication ("AIP") published opening hours. The current Airport opening hours are 06:00-22:00 local time. Operators should review the UK AIP for the most up to date opening hours.

Operators requesting this service will incur the following surcharge.

Out of Hours Charge	Rate
Late Extension	£600.00 per hour or part thereof

### 3.5 Discounts and Incentives

The Company can offer discounts for owners and/or operators wishing to base Aircraft at the Airport including discounts for multiple based Aircraft. To enquire, please contact [commercial@teessideinternational.com](mailto:commercial@teessideinternational.com).

### 3.6 Cargo Throughput Charges

The ramp throughput charge is payable for all arriving and departing Aircraft and is assessed on amount of cargo on the Aircraft on a per kilogram rate.

Cargo Charges	Rate
Ramp Throughput Fees	£0.06 per kilogramme (Minimum of £25.00 applies)

### 3.7 Cargo Handling Charges

All Charges for the Cargo Handling Services will be calculated on the chargeable weight applicable to each airwaybill with a minimum charge applicable, subject to the increased Export Storage Charges and Import Storage Charges which may be levied after the first 12 hours of storage as detailed in the table below at paragraphs 3.8 and 3.9 respectively.

### 3.8 Export Charges

The following export charges are charged for any cargo arriving into the Regulated Agent Premises prior to being flown by air.

Shipments may be subject to both primary and secondary screening methods and will attract both the below charges.

Export Charge	Per Kilo	
Outbound Processing and Handling of Loose Items Containerised ULD	£0.11	Minimum £75.00 per Airwaybill Minimum £75.00
Optional Export Charges	Per Kilo	
Re-contour or rebuild		£120 per ULD
Security Screening		
1. Primary screening method (x-ray)	£0.15	
2. Secondary screening methods	£0.15	
Export Storage Charges (per 100kgs)		12 hours: free Per 24 hours thereafter: £14.00
Dangerous Goods Acceptance Check	Please contact the Airport for information on DG acceptance and related charges	

<b>Dangerous Goods (Unpresented)</b>	£30.00
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### 3.9 Import Charges

The following import charges are charged for any cargo arriving at the Regulated Agent Premises. Optional import charges will only be charged if applicable to the shipment.

The parties acknowledge and agree that the Customer and its customer are responsible for ensuring appropriate documentation is completed to ensure they can benefit from any tax or customs reliefs or other benefits of the Regulated Agent Premises being located in the Teesside Freeport and the Company shall have no liability for any failure by the Customer and/or its customer to obtain such reliefs or benefits.

In the event that there are changes in legislation or practical changes in connection with the operation of the Teesside Freeport, the parties agree, acting reasonably, to make such changes as are needed to the Contract.

<b>Import Charge</b>	<b>Per Kilo</b>	
Outbound Processing and Handling of Loose Items	£0.18	Minimum £75.00 per Airwaybill
Containerised ULD	£0.12	Minimum £75.00
<b>Optional Import Charges</b>	<b>Per Kilo</b>	
Import Storage Charges (per 100kgs)		12 hours: free Per 24 hours thereafter: £14.00
Cold Storage		Cost + 10%
Destruction or re-export of consignments where a shipper, airline or health authority request		Cost + 10%
Provision of customs entries excluding payment of any duties and/or VAT	Please contact the Airport for information on customs entries	
Dangerous Goods Acceptance Check	Please contact the Airport for information on DG acceptance and related charges	

### 3.10 Additional Charges

<b>Additional Charges</b>	<b>Rate</b>
Handling Report	£50.00
Security Guarding	£50.00 per person per hour
Escorting and/or witnessing of load	£30.00 per person per hour
Human remains check	£25.00 per airway bill (AWB)
Proof of delivery in writing upon request	£25.00 per POD
Submission of Data Capture for Reporting (including import control system)	Full Entry (per entry or house airway bill (HAWB)) £11.50 Electronic Entry (per entry or HAWB) £4.50

Requests for Cargo Handling Services from the Company will be deemed as an acceptance of the Charges for Cargo Handling Services as set out above and the specific terms and conditions set out in



these Terms.

### 3.11 Aircraft Handling Charges

Ground handling services for cargo Aircraft are completed by the Company. For more information please contact:

Teesside Airport Cargo  
[cargo@teessideinternational.com](mailto:cargo@teessideinternational.com)

### 4.0 Ancillary Charges and Additional Services

The Company can provide the following services on request. All Charges are exclusive of VAT, which is charged where applicable. Please contact the Airport Duty Manager on 01325 221008 unless otherwise stated.

#### 4.1 Rescue and Fire Fighting Services (RFFS) Charges

##### 4.1.1 Fire Category Upgrade

The Company is able to provide fire cover for scheduled cargo aircraft up to and including fire category 10. For ad hoc cargo aircraft, fire category 9 and 10 can be provided with 24 hours' notice. For passenger aircraft laden with cargo, please contact [cargo@teessideinternational.com](mailto:cargo@teessideinternational.com).

##### 4.1.2 Additional Fire Services

There is no charge in respect of fire vehicles attending emergencies.

Fire Services	
Fuel Standby	£275.00
Recovery of Equipment by Fire Tender	£275.00

##### 4.1.3 Spillage Cleaning Costs

Airlines, Operators, Handling Agents, tenants or concessionaires causing, allowing or failing to report pollution must pay the cost of cleaning up and repairing any damage caused by them, their employees or their sub-contractors and agents.

Spillage Cleaning Costs	
Minimum Spillage Clean-up Costs	£320.00
Spillages Requiring Fire Tender	£550.00
Disposal of Contaminated Waste	£35.00 per unit

#### 4.2 Aircraft Washstand

Aircraft Washstand	
Charge per hour or part thereof	£60.00

#### 4.3 Hangarage and Accommodation Charges

The Company has a range of facilities available for our service partners to rent, as well as new build development opportunities for hangars or office space. Use of hangars and/or accommodation at

the Airport is available on an ad hoc or long-term basis. For more information, please contact the property team on [tiaproperty@teessideinternational.com](mailto:tiaproperty@teessideinternational.com).

#### 4.4 Waste Disposal

The Company or a contracted third party can offer a wide range of waste disposal. For further information please contact us on [enquiries@teessideinternational.com](mailto:enquiries@teessideinternational.com).

<b>Waste Disposal</b>
Disposal of Aircraft waste
Disposal of large and small electric appliances, IT and telecom equipment, consumer equipment, lighting equipment, electrical and electronic tools, monitoring/control instruments, automatic dispensers
Disposal of general waste, office waste, catering waste, retail waste

#### 4.5 Staff Passes

All employees working at the Airport are required to be in possession of a valid pass / identity documents. The Airport Pass Office is open 09:00 – 17:00 Monday to Friday and can be contacted by telephone on 01325 331004, or by email to [sbillau@teessideinternational.com](mailto:sbillau@teessideinternational.com).

<b>Permanent Staff Passes</b>	
Critical Part (Valid for 3 Years)	£100.00
Airside Area – (Valid for 3 Years)	£90.00
Airside Area – (Valid for 1 Year)	£40.00
Landside Area Pass	£60.00
Replacement of Lost or Stolen Pass	£50.00
Charge for Damaged Pass	£50.00
<b>Employment Passes Charges</b>	
1 to 14 Day Pass	£30.00
15 to 60 Day Pass (Valid for maximum of 60 days)	£30.00
<b>Visitor Passes</b>	
Visitor Pass (with over 48 hours' notice)	£15.00
Visitor Pass (with less than 48 Hours' notice)	£25.00
<b>Tools of the Trade Passes</b>	
Tool / Equipment Permit Card (Valid for 3 Years)	£25.00
Tool / Equipment Permit Card (Valid for 1 to 5 Days)	£5.00
<b>Security Training / Security Reports</b>	
GSAT Training (required for all pass holders – valid for 5 years)	£35.00
<b>Administration Charges</b>	
Change of Detail/Amendments	£30.00
Failure to return pass (within 14 days)	£50.00

#### 4.6 Airside Driver and Vehicle Permits

All vehicles operating on the airside area of the Airport must display a valid Airside Vehicle Permit (AVP) issued by the operations team in advance. Personnel operating vehicles in the airside areas must also have an Airside Driver Permit (ADP).

<b>Airside Vehicle Permits (AVP)</b>
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Full AVP (Valid for 6 months)	£60.00
Temporary AVP (Valid for 1 to 5 days)	£20.00
Replacement AVP	£60.00
<b>Airside Driver Permits</b>	
ADP – A Permit (Valid for 3 Years)	£100.00
ADP – M Permit (Valid for 3 Years)	£145.00
ADP – R Permit (Valid for 3 Years)	£145.00
Refresher Course (every 3 years if taken before expiry date)	£85.00
Airside Familiarisation Course	£80.00
Replacement ADP	£95.00

#### 4.7 Training Charges

<b>Training Charges</b>	
Airside Safety Course (Valid for 3 years)	£80.00
Access Control Course (Valid for 1 Year)	£50.00

#### 4.8 Equipment and Labour Charges

Charged per hour or part thereof. Includes the cost of one operative where applicable.

<b>Equipment and Labour Provided by Teesside International Airport</b>	
Road Sweeper	£60.00
Vehicle Escort	£60.00
Follow Me (per movement)	£35.00
Staff Labour	£35.00
<b>Provided by Third Party</b>	
Mobile Passenger Steps	Please contact <a href="mailto:commercial@teessideinternational.com">commercial@teessideinternational.com</a> for charges.
Low Loader / High Loader	
Tractor Unit	
Baggage Trailer	
Forklift: Max 4 Tonnes	
Aircraft Marshalling (per movement)	
Ground Power Unit (per hour)	
Aircraft Tow – Under 3T	
Aircraft Tow – Over 3T	
Ground Power Unit (per hour)	

#### 5.0 Contact Details

##### Airport Operations Team

(+44) 07938 488645

[dutymanagers@teessideinternational.com](mailto:dutymanagers@teessideinternational.com)

##### Commercial

[commercial@teessideinternational.com](mailto:commercial@teessideinternational.com)

##### Cargo

[cargo@teessideinternational.com](mailto:cargo@teessideinternational.com)

**Property**

[tiaproperty@teessideinternational.com](mailto:tiaproperty@teessideinternational.com)

**General Enquiries**

[enquiries@teessideinternational.com](mailto:enquiries@teessideinternational.com)

**Payment Enquiries**

[purchases@teessideinternational.com](mailto:purchases@teessideinternational.com)

**Jet Centre by Willis Aviation**

+44 (0)330 4407 700

[jetcentre@willisaviation.com](mailto:jetcentre@willisaviation.com)

**Air Traffic Control**

+44 (0) 1325 331020

## 6.0 STANDARD PAYMENT TERMS

### 6.1 Credit Facilities

Credit facilities will only be extended to Customers where written approval has been granted by the Company. Application for credit facilities will be considered by the Airport Finance Department but approval is not guaranteed.

### 6.2 Cash/Credit Cards/Cheque Payments

Payments can only be made to the Airport by bank transfer on receipt of invoice from the Company. Card payments cannot be made over the telephone. Cash and cheques are not accepted.

### 6.3 Credit Terms

Where credit has been approved by the Company, invoices are issued by the Company on a monthly basis, and all payments must be made by the Customer named in the Contract within 30 days of invoice date to a bank account nominated in writing by the Company from time to time to avoid incurring interest on late payment. If payment is overdue the Company may also suspend the performance of the Services.

### 6.4 Scheduled services and programmed charter services

For scheduled services and any programmed charter service, the Company may require adequate security to be provided for the payment of Charges estimated to be payable, for a period of up to six months in respect of such services prior to such services commencing.

### 6.5 Dispensation

The Company may at its discretion dispense wholly or in part with any Charges payable under the scales set out in these Terms if satisfied that it is in the interests of the Airport to do so in the particular case.

### 6.6 Interest

The Company may charge interest at 3% above the Bank of England base rate on any account not paid within the credit terms.

## 6.7 Minimum Charge

On all transactions related to the Charges, there will be a minimum charge of £25.00 (+ VAT) for credit invoices.

## 7.0 GENERAL PROVISIONS

- 7.1** The use of the Airport by the Customer is subject to these Terms. All Customers shall comply with all reasonable instructions, orders and directions published from time to time by the Company and/or issued by authorised members of the Company's staff.
- 7.2** The Company reserves the right at any time to amend, vary or discharge these Terms upon giving notice.
- 7.3** The Company reserves the right to review the Charges, the application of the Charges and/or the qualifying conditions in respect of the Charges or any rebate and/or incentive from time to time.
- 7.4** The Company draws the attention of potential users of the Airport to paragraph 18.0 of the Conditions of Use which excludes its respective liability in certain circumstances.
- 7.5** Under Section 88(1) of the Civil Aviation Act 1982 the Company is entitled to detain and sell Aircraft in respect of Airport Charges. Section 88(1) provides as follows:
- “Where default is made in payment of Airport Charges incurred in respect of any aircraft at an aerodrome to which this section applies the aerodrome authority may (subject to the provisions of this section):
- a. detain pending payment either:
    - I. the aircraft in respect of which the charges were incurred whether or not they were incurred by the person who is the Operator of the aircraft at the time when the detention begins: or
    - II. any other aircraft of which the person in default is the Operator at the time when the detention begins; and
  - b. if the Airport Charges are not paid within 56 days of the date when the detention begins; sell the aircraft in order to satisfy the charges”.
- 7.6** So long as the Aircraft, its parts and accessories shall be at the Airport or upon any land within the Airport allotted by or rented from the Company, the Company shall have (under the Civil Aviation Act 1982) a continual lien both particular and general for all Charges of whatsoever nature and whensoever incurred which shall be or become due and payable to the Company upon either:
- 7.6.1** the Aircraft its parts and accessories in respect of which the Charges were incurred whether or not they were incurred by the person who is the Operator at the time when the lien is exercised; or

**7.6.2** any other Aircraft, its parts and accessories of which the Operator in default is the Operator at the time when the lien is exercised and the right to a lien will not be lost because the Aircraft departs from the land under the Company's control but shall continue and be exercisable when the Aircraft has returned to land at the Airport so long as any of the said Charges, remain unpaid,

and all such Charges shall be deemed to be in default for the purposes of S88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made.

## **8.0 GENERAL CONDITIONS OF USE**

**8.1** The use of the Airport by the Customer is subject to the following conditions:

**8.1.1** Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Air Pilot; and

**8.1.2** Compliance with all applicable laws, Airport byelaws, instructions, orders and generally applicable Airport policies, as published from time to time by the Company, the Civil Aviation Authority, the DfT or UK Border Authority.

**8.2** The Customer shall pay the appropriate Charges for the landing, parking or housing of Aircraft, as amended from time to time. The Customer shall also pay the appropriate Charges for any supplies, services or facilities proved to him or to the Aircraft at the Airport by or on behalf of the Company; 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 the Company. All Charges shall be payable under a Contract to the Company on demand and, whether a demand has been made or not, before the Aircraft departs from the Airport.

**8.2.1** The Company may, at its sole discretion, permit the Customer to pay the sums referred to in paragraph 8.2 either:

- a) in accordance with terms for payment agreed in advance and in writing between the Company and the Customer in the Contract; or
- b) in accordance with terms for payment included in the invoice for such charges rendered by the Company or the Customer,

provided that if the Customer fails to make payment in accordance with the terms of any such agreement or the terms of any such invoice or if the Customer or any other person commence any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Customer to pay the sums due under paragraph 8.2 all such sums shall become immediately payable.

**8.3** Neither the Company, nor its respective servants or agents shall be liable for loss of or damage to the Aircraft, its parts or accessories or any property or Goods contained in the Aircraft, occurring while the Aircraft is at the Airport or is in the course of landing or take-off at the Airport, or being removed or dealt with elsewhere for the purpose of paragraph 7.5, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

- 8.4** The Operator or its appointed Handling Agent shall also furnish on demand in such form as the Company may from time to time determine details of the maximum total weight authorised in respect of each Aircraft owned or operated by the Operator.
- 8.5** The Operator or its appointed Handling Agent shall also furnish without delay details of any changes in maximum total weight authorised in respect of each Aircraft owned or operated by the Operator.
- 8.6** Where the Operator or its Handling Agent fails to provide the information required by this condition within the period stipulated herein, the Company shall be entitled to assess the Charges payable hereunder by the Customer by reference to the maximum total weight authorised of the Aircraft type. The Customer shall pay the Charges which are assessed by the Company, as notified to the Customer.
- 8.7** The Operator or its appointed Handling Agent shall furnish to the Company copies of 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 Company, produce for inspection by any person duly authorised in writing by the Company the original copies of such documents.

## **9.0 LANDING CHARGES**

- 9.1** Charges for the landing of Aircraft are shown in paragraph 3.1.
- 9.2** The Charges for the use of the runway on landing will be assessed and payable on the basis of the MTOW authorised in accordance with paragraph 3.1.

## **10.0 SURCHARGES**

### **10.1 Exceptional Policing Requirements:**

Where any Flight imposes an additional policing or other security requirement over and above the standard service normally provided at the Airport, an Airport Director, or their nominated deputy, may require the Customer to pay a charge equivalent to the additional identified cost of policing that flight.

### **10.2 Exceptional Operational Requirements:**

Where a Flight imposes unforeseen or additional operational constraints, an Airport Director, or their nominated deputy may require the Operator to pay a reasonable additional charge.

### **10.3 De-icing:**

Operators using the Airport during the winter schedule must have a contract in place for de-icing of their Aircraft with suppliers that are approved by the Company; where a flight is diverted to the Airport and the Operator does not have a contract, the Airport or a sub-contracted third party will provide services subject to payment by the Operator of the applicable Charges.

## **11.0 HOUSING & PARKING CHARGES**

- 11.1** The Charges payable for parking of Aircraft at the Airport will be assessed and payable on the basis of the MTOW authorised in accordance with paragraph 3.2.

- 11.2** The parking Charges will be based on the total number of days or part days that the Aircraft has been parked on areas designated as Airport.
- 11.3** The parking 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.
- 11.4** The standard Charges for parking an Aircraft will be assessed and payable in accordance with paragraph 3.2.
- 11.5** Any Airport Director, or their nominated deputy, may at any time order an Aircraft Operator either to move a parked Aircraft to another position or remove it from the Airport for safety or operational reasons. Failure to comply with the order within the period specified 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.
- 11.6** No Aircraft will be accepted for long term parking (48 hours plus) unless prior agreement has been obtained in writing from an Airport Director or their nominated deputy.

## **12.0 DISCOUNTS**

The Company may agree to offer the Customer discounted Charges (at its sole discretion) with respect to the operation of new services to new freight destinations or for increased services. Such discounts need to be agreed in writing with the Company prior to the commencement of such services.

## **13.0 VALUE ADDED TAX**

The Charges stated herein are exclusive of any Value Added Tax which may be chargeable in accordance with the provisions of the Value Added Tax Act 1994.

## **14.0 SET-OFF**

The Customer shall not, without the prior written consent of the Company, be entitled in respect of any claim it may have against the Company to make any set-off against or deduction from the Charges. All Charges must be paid in full pending resolution of any such claim.

## **15.0 AUTHORITY TO BOARD AIRCRAFT**

The Company, its employees, or agents shall have the authority to board any Aircraft at the Airport for any purpose connected with the operation of the Airport and may require any Operator to pay any costs incurred by it in doing so.

## **16.0 RECOVERY/REMOVAL OF AIRCRAFT**

- 16.1** The Company shall have the right to remove, or require the removal of, any Aircraft from any part of the Airport where that Aircraft is, in the reasonable opinion of an Airport Director in anyway impeding the safe and efficient operation of the Airport. This includes the removal of Aircraft from any aircraft parking stand where in the opinion of the Company the removal of that Aircraft will enable a more efficient Airport operation.
- 16.2** The Operator shall take steps to remove any Aircraft which is impeding the safe and efficient operation of the Airport (as determined by the Airport in accordance with paragraph 16.1 above) immediately upon receiving written notice from an Airport Director or nominated



representative requiring such removal ("Notice"). Should an Operator refuse to comply with a reasonable request to move the Aircraft for the purposes of paragraph 16.1, the Company shall be entitled to charge an additional fee equal to three times the published Charges applicable to the Aircraft type.

- 16.3** The Operator shall indemnify the Company from and against any and all loss, damage, costs, liabilities and expenses howsoever suffered or incurred as a result of any removal or failure to remove an Aircraft pursuant to paragraph 16.2.
- 16.4** If the Operator is unable to comply with a Notice given by an Airport Director the Operator may request the Company to carry out the removal in accordance with paragraph 16.5 provided that the Operator shall indemnify the Company in accordance with paragraph 16.6.
- 16.5** The Company reserves the right at its discretion to carry out such Aircraft removal where in the opinion of an Airport Director time is insufficient to submit a notice pursuant to Clause 16.2 and safety at the Airport is jeopardised.
- 16.6** The Operator shall indemnify the Company against any and all loss, damage, costs, liabilities and expenses (including but not limited to any liability for loss or damage to property including that of the Company for or in respect of bodily injury (including death)) that may be suffered and incurred by the Company in carrying out any Aircraft removal pursuant to Clause 16.5.

#### **17.0 FORCE MAJEURE**

- 17.1** The Company and the Customer shall not be in breach of its obligations under these Terms or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control ('Force Majeure Event'). The party affected by the Force Majeure Event shall be released from its obligations under these Terms for the duration of the Force Majeure Event and shall use reasonable endeavours to mitigate the impact of the Force Majeure Event
- 17.2** If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than thirty (30) days either party may terminate the Contract by giving notice in writing to the other party.

#### **18.0 LEGAL LIABILITY/INSURANCE**

- 18.1** Each Customer is, in addition to and without prejudice to the indemnities contained in the Terms, prior to the provision of service/operations at the Airport, required to:
- a) take out and maintain a policy in respect of comprehensive legal liability insurance covering the liability of the Customer covering all claims, including all airside locations/activities and for personal injury to or death of persons, damage to property including airside motor vehicle operation, war and terrorism cover all arising out of or in the course of or by reason of the supply of the operations/services and which insurance shall cover any legal liability which may be incurred by the Customer or any of its employees or agents in respect of any loss or damage to any property (whether real or personal to whomsoever belonging and including any financial or consequential loss) of whatever nature and howsoever arising in connection with the operations/services;

- b) ensure that the actual level of insurance cover purchased is at a level which will be determined according to type/location of the operation/service to be provided and will be advised to the Customer on request but in any event the insurance shall fall within the following bands:
- I. not less than £50,000,000 GBP (Fifty Million Pounds) public liability unless an alternative limit has been agreed by the Company subject to type/location of operation/service;
  - II. unlimited liability in respect of non-airside private motor vehicle bodily injury/private motor vehicle property damage;
  - III. not less than £5,000,000 GBP (Five Million Pounds) commercial vehicle third party property damage; and
  - IV. not less than £10,000,000 GBP (Ten Million Pounds) employers' liability.
- 18.2** The minimum sums insured by the Customer shall apply in respect of any one occurrence or series of occurrences arising out of one event but unlimited during the period of the policy.
- 18.3** The Company will seek to recover all costs incurred (including but not limited to any civil penalties as may be levied by the Home Office) from any Operator identified as responsible for the misdirection of a flight as described by the Home Office following an investigation.
- 18.4** References to liability in this paragraph 18.0 includes every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 18.5** Nothing in this paragraph 18.0 shall limit the Customer's payment obligations under these Terms.
- 18.6** Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:
- a) death or personal injury caused by negligence;
  - b) fraud or fraudulent misrepresentation; and
  - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 18.7** Subject to paragraph 18.6, the Company shall not be liable for loss or damage caused by:
- a) inherent liability due to wastage in bulk or weight, latent or inherent defect, vice or natural deterioration of the Goods;
  - b) the Customer's breach of these Terms and shall be relieved of liability where the responsibilities of Customer and the actions and events in relation to the Services which need to be performed or (as the case may be) to occur, or not to occur (including the actions or omissions of third parties) in order for the Company to perform its obligations are not met other than due to a breach by Company of these Terms; or
  - c) any special handling or storage requirements in respect of the Goods not notified in writing to the Company by the Customer.
- 18.8** Subject to paragraphs 18.6 and 18.7, the liability of the Company to the Customer under the Contract:

- 18.8.1** in respect of physical damage to the Customer's (or third party's) property (other than Goods) caused or arising by reason of any act or omission of the Company or its personnel or subcontractors, shall not exceed one hundred thousand pounds sterling (£100,000) for any one event or series of connected events;
- 18.8.2** in respect of loss or damage arising from delay caused or arising by reason of any act or omission of the Company or its personnel or subcontractors, shall not exceed the lower of:
- (i) the value of the Goods forming the relevant consignment detailed in the Contract; or
  - (ii) where the weight of the Goods forming the relevant consignment can be ascertained, a sum at the rate of eight thousand pounds (£8,000) per tonne of the gross weight of the Goods forming the relevant consignment.
- 18.9** Subject to paragraphs 18.6, 18.7 and 18.8 all other liability of the Company to the Customer for all loss or damage shall not exceed one hundred thousand pounds (£100,000).
- 18.10** Subject to paragraphs 18.5 and 18.6, this paragraph 18.10 sets out the types of loss that are wholly excluded by the Company:
- a) loss of profits.
  - b) loss of sales or business.
  - c) loss of agreements or contracts.
  - d) loss of anticipated savings.
  - e) loss of use or corruption of software, data or information.
  - f) loss of or damage to goodwill; and
  - g) indirect or consequential loss.
- 18.11** The Company has given commitments as to compliance of the Services with relevant specifications. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.
- 18.12** Unless the Customer notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three (3) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 19.0 CARGO HANDLING SERVICES**
- 19.1** For the purposes of this paragraph 19.0, the following terms have the following meanings:
- a) "Consignee" means the person to whom the Customer instructs the Company to deliver a consignment of the Goods.
  - b) "Collection Point" means the location for collection of the Goods.
  - c) "Delivery Point" means the location for delivery of the Goods.
  - d) "Owner" means the person who owns or is entitled to possession of the Goods.

- 19.2** The Company shall provide the Cargo Handling Services to the Customer in accordance with the terms of this paragraph 19.0 and in consideration of the payment of the Cargo Handling Charges by the Customer.
- 19.3** The Company shall not accept delivery of Goods at the Airport that are prohibited articles by the UK Civil Aviation Authority or Goods which would cause the Company to lose its Regulated Agent status with the UK Civil Aviation Authority.
- 19.4** The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:
- a) any claim made against the Company in respect of damage to property, death or personal injury arising out of or in connection with the storage, handling or carriage of any Goods which are in breach of paragraph 19.3 or which are waste pursuant to section 75 of the Environmental Protection Act 1990 or which are otherwise dangerous goods of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive;
  - b) any claim made against the Company arising out of the Customer's failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Goods; and
  - c) any claim made against the Company for interference with the rights of a third party arising out of or in connection with the storage, handling or carriage of any of the Goods.
- 19.5** The Customer acknowledges and agree that Goods may not held for more than ninety 90 days by the Company at the Company's Regulated Agent Premises located on the Airport premises, and shall ensure that Goods are collected by the Consignee in a timely manner from the Company and in accordance with any agreed collection schedule or as otherwise specified in an Order.
- 19.6** The Company is not and does not contract as a common carrier.
- 19.7** The Company shall:
- a) perform the Cargo Handling Services in accordance with the relevant specification;
  - b) be responsible for the Goods from the start of unloading at the Airport to completion of unloading at the Delivery Point but shall not be responsible for any loss or damage caused as a result of negligent acts of the Customer, its servants or agents in assisting with unloading or in failing to pack the Goods securely;
  - c) ensure that no third party (other than an approved subcontractor of the Company) shall be able to access the Goods while in the custody or under the control of the Company;
  - d) be responsible for the rebuild of unit load devices;
  - e) process and label the Goods in accordance with all UK Civil Aviation Authority relevant requirements;
  - f) ensure the traceability of all Goods while in the custody or under the control of the Company; and
  - g) maintain its Regulated Agent status.
- 19.8** The Customer shall:

- a) co-operate to the extent that it is reasonable to do so with the Company in all matters relating to the Cargo Handling Services;
- b) co-operate with all relevant authorities, including the UK Civil Aviation Authority, on all matters relating to the Cargo Handling Services;
- c) provide the Company with a note detailing the contents of each consignment including a description and particulars of the Goods stored therein to enable the Company to comply with its obligations under the Contract;
- d) provide all documents and information reasonably required by the Company to enable it to provide the Cargo Handling Services in accordance with these Terms within a reasonable time of any request for such information being received;
- e) provide details of any special precautions for storage, handling or carriage of the Goods, required by the nature, weight or condition of the Goods or by any applicable law; and
- f) use all reasonable endeavours to procure that the Consignee or its appointed agent accepts delivery in accordance with any agreed delivery instructions.

**19.9** The Company shall have a general and particular lien on the Goods in its possession as security for payment of all sums claimed by the Company from the Customer. The Cargo Handling Charges shall continue to accrue on any Goods detained under lien. If an invoice for the Cargo Handling Charges is not paid in full on its due date for payment, the Company may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of some or all of the Goods in its possession if the amount outstanding is not paid in full within 14 days of the notice. If the amount due is not paid by the expiry of such period, the Company may sell or otherwise dispose of some or all of the Goods in its possession, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Customer after deduction of all amounts due to the Company and the expenses incurred by the Company for the sale or disposal of the Goods. The Company shall not be liable for the price obtained for the sale or disposal of the Goods.

**19.10** The Customer warrants on an ongoing basis that:

- a) it is either the Owner or is authorised by the Owner to deal with the Goods on the basis of these Terms and the applicable Order;
- b) it has supplied to the Company all material information relating to its requirements for the Cargo Handling Services and such information is accurate in all respects;
- c) it shall provide full and accurate descriptions and particulars, weights and measurements of all deliveries of Goods; and
- d) none of the Goods will constitute waste pursuant to section 75 of the Environmental Protection Act 1990 or will otherwise be dangerous goods of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive or will be prohibited articles by the UK Civil Aviation Authority or Goods which would cause the Company to lose its Regulated Agent status with the UK Civil Aviation Authority.

**19.11** The Customer shall give the Company all information, documents, cooperation and assistance as are reasonably requested by the Company to enable the Company to perform the Cargo Handling Services.

## **20.0 DATA PROTECTION**

- 20.1** The parties acknowledge and agree that the arrangements contemplated by these Terms do not involve the sharing of personal data between the parties (except to the limited extent stated in the following sentence) or the processing of personal data by one party on behalf of the other party (as those terms are defined in the European General Data Protection Regulation (EU 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR). Each party agrees not to disclose personal data to the other party without the prior written consent of the other party, except that each party may share business contact information of that party's personnel with the other party in connection with the Contract.
- 20.2** In the event the parties agree that personal data will be shared or processed pursuant to this these Terms, they agree to consult with each other as to the form of the arrangement to document in the Contract that sharing or processing having regard to the UK GDPR, all other applicable data protection and privacy legislation in force from time to time in the UK and data protection guidance and codes of practice issued by the relevant data protection regulator including the Information Commissioner's Office and any replacement or successor organisation.

## **21.0 TERMINATION**

- 21.1** Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three (3) months' written notice.
- 21.2** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so;
  - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 21.3** Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any Charges due under the Contract within fourteen (14) days of the due date for payment.

## **22.0 CONSEQUENCES OF TERMINATION**

- 22.1** On termination or expiry of the Contract the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 22.2** If the Customer fails to take delivery of any of the Goods which are stored by the Company on the termination or expiry of the Contract, the Company may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of such Goods if the Customer does not take delivery of the Goods within fourteen (14) days. On the expiry of such period, the Company shall be entitled to sell or otherwise dispose of all or some of the Goods of which the Customer does not take delivery, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Customer after deduction of all amounts due to the Company from the Customer and the expenses incurred by the Company for the sale or disposal of the Goods. The Company shall not be liable for the price obtained for the sale or disposal of the Goods.
- 22.3** Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry
- 22.4** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 23.0 GENERAL**
- 23.1** Any enquiries should be addressed in the first instance to the Airport's Head of Cargo at the Company's registered office.
- 23.2** The Contract between the Company and the Customer for the supply of Services in accordance with these Terms and the Order constitutes the entire agreement between the parties and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, except that this paragraph 23.2 does not affect the liability of either party for fraud or fraudulent misrepresentation.
- 23.3** An amendment to the Contract is ineffective unless it is in writing, expressly purports to amend the Contract and is executed by both parties.
- 23.4** Except as provided in these Terms, these Terms do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.
- 23.5** The rights and remedies provided by these Terms are cumulative and (unless otherwise provided in these Terms) are not exclusive of any rights or remedies provided by law or in this Agreement.
- 23.6** The parties each acknowledge and agree that damages alone would not be an appropriate remedy for the breach of the Terms. Accordingly, either party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms.



- 23.7** Each party shall at the request and cost of the other execute all deeds and other documents, and do all things that the other may require (acting reasonably) in order to give effect to the Contract.
- 23.8** Any notice to be given by either party to the other under the Contract must be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified for these purposes. Notices shall be delivered personally or sent by first class post (or in the case of overseas post, by airmail). A notice is deemed to have been received if sent by prepaid first class post, on the second working day after posting (excluding the day of posting). In proving service of the notice, it shall be sufficient to show that delivery by hand was made or that the envelope containing the notice was properly addressed and posted as a first class pre-paid letter.
- 23.9** Any failure or neglect by either party to enforce any of the provisions of these Terms shall not be construed nor deemed to be a waiver of that party's rights and does not affect the validity of the whole or part of the Contract nor prejudice that party's rights; any waiver by either party of its rights under this Agreement does not operate as a waiver in respect of any subsequent breach.
- 23.10** If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of these Terms shall be unaffected.
- 23.11** Neither party shall without the prior written consent of the other assign, transfer, charge, dispose of, deal with or subcontract its rights or obligations under this Agreement.
- 23.12** Nothing in these Terms or any Contract shall constitute either party a partner, agent, fiduciary or employee of the other party.
- 23.13** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23.14** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 23.15** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.