



MANCHESTER AIRPORT PLC

# **Schedule of Charges and Terms & Conditions of Use**

1 April 2023 to 31 March 2024

[magairports.com](https://magairports.com)



# MANCHESTER AIRPORT CHARGES

## 1 April 2023 to 31 March 2024

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This document sets out Manchester Airport Plc’s Terms & Conditions of Use (‘the Terms’) and the Charges that will apply from 1 April 2023 to 31 March 2024 unless the users are notified otherwise by Manchester Airport Plc. This edition wholly replaces the booklet that was issued on 1 June 2022.

The provisions in Sections 1 to 13 inclusive are strictly subject to the Terms contained in Sections 14 to 17 inclusive.

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## 1. Passenger Facilities Charge (PFC)

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The PFC is payable for each departing Terminal Passenger.

The Standard Period PFC is payable for each departing Terminal Passenger irrespective of the time of the departure.

### 1.1 Exemptions from the PFC

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The PFC does not apply to the following:

- a. people on Aircraft not operating for hire or reward.
- b. children under two at the time of departure.
- c. people who work on the Aircraft during the flight.

### 1.2 Inbound Diverted Passengers

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Passengers that disembark from flights that have been diverted to the Airport will be charged the PFC rate for Standard Periods.

Departure of the diverted Aircraft will be charged the PFC rates for Standard Periods irrespective of time of departure.

### 1.3 Transfer Passengers

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PFC will be charged for Transfer Passengers who are recorded on the Airport Management and Operations Support System (Chroma Fusion) or any replacement system used at the Airport. It is the responsibility of the Handling Agent to record each Transfer Passenger on Chroma Fusion within 24 hours of the arrival or departure of the flight.

The Company reserves the right to audit the information recorded in the relevant system.

## 1.4 Aircraft Parking on Remote Stands

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Where passengers are transported by bus to an Aircraft parked on a stand that is identified as a Remote Stand (because the passengers are unable to walk to the Aircraft from the terminal) a reduction of £0.75 per departing passenger will be applied to the applicable PFC. The reduction will only be available for Aircraft Scheduled to depart between 07:00 and 11:59 (local times). Flights that have diverted into the Airport are not entitled to this reduction.

The allocation of aircraft to Remote Stands will follow the stand allocation rules as agreed through the Airline Operators Committee (AOC). Airlines requesting to park on Remote Stands when contact stands are available will not qualify for the reduction.

For the avoidance of doubt, Airlines are not required to contract their own airside bussing arrangements for remote parked operations in the period 07:00 to 11:59 (local times).

## 1.5 PFC Rates for Standard Periods

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The PFC rates that apply in the Standard Periods are shown in the table below.

### All Passengers

April	£9.20
May to October	£15.79
November to March	£9.20

## 1.6 Off-Peak Period Rates

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In order to qualify for the PFC Off-Peak Rate an Airline must:-

- a) operate a minimum of one Service each Week for 52 weeks of a Year
- b) ensure that the departure of the Aircraft in the Off-Peak Periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 achieves the applicable QC Ratings shown in the table at Section 1.7, and
- c) provide the Airport with all information and/or data as the Airport may reasonably require in order to determine the QC Rating applicable to any Aircraft in question.

For the avoidance of doubt:-

- a) if an Aircraft does not achieve the applicable QC Ratings that flight will not be an eligible flight for the Off-Peak PFC Charge Rate and the relevant Standard Rate PFC will apply.
- b) Code F Aircraft are not eligible for PFC Off-Peak Rates.

## 1.7 PFC Rates for Off-Peak Periods

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Subject to achieving the qualifying conditions set out in Section 1.6, the PFC rates that apply in the Off-Peak Periods are shown in the table below.

Off-Peak Period Rates	Rate	Applicable only for aircraft achieving the following QC Ratings
<b>05:30 to 05:59</b>		
April	£4.62	0.5 or quieter
May to October	£5.60	0.5 or quieter
November to March	£4.62	0.5 or quieter
<b>06:00 to 06:29</b>		
April	£6.53	All
May to October	£8.47	All
November to March	£6.53	All
<b>06:30 to 06:59</b>		
April	£6.53	1.0 or quieter
May to October	£8.47	1.0 or quieter
November to March	£6.53	1.0 or quieter

Off-Peak Period Rates	Rate	Applicable only for aircraft achieving the following QC Ratings
<b>13:00 to 13:29</b>		
April	£9.20	1.0 or quieter
May to October	£15.79	1.0 or quieter
November to March	£9.20	1.0 or quieter
<b>13:30 to 15:59</b>		
April	£9.20	All
May to October	£15.79	All
November to March	£9.20	All
<b>19:00 to 19:59</b>		
April	£4.62	1.0 or quieter
May to October	£15.79	1.0 or quieter
November to March	£4.62	1.0 or quieter
<b>20:00 to 21:59</b>		
April	£4.62	All
May to October	£15.79	All
November to March	£4.62	All
<b>22:00 to 22:59</b>		
April	£4.62	1.0 or quieter
May to October	£15.79	1.0 or quieter
November to March	£4.62	1.0 or quieter

The above times are local and based on the Scheduled departure times.

## 1.8 PFC Rates for Transfer and Transit Passengers

Transfer Passengers will be charged at the applicable Standard Rate or Off-Peak Rate.

Transit Passengers will be charged PFC at £0.00.

## 2. Passenger Security Charge (PSC)

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The PSC is payable for each departing Terminal Passenger.

### 2.1 Exemptions from the PSC

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The PSC does not apply to the following:

- a. people on Aircraft not operating for hire or reward.
- b. children under two on the day of departure.
- c. people who work on the Aircraft during the flight.

### 2.2 PSC Rates

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#### All Passengers

##### Terminal Passengers

April to March	£7.52
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##### Transfer Passengers

April to March	£7.52
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##### Transit Passengers\*

April to March	£7.52
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\* Applies only to international arriving transit passengers that disembark the Aircraft and are security cleared.

3. Runway Charge

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The Runway Charge is payable for all departing Aircraft and is assessed on the basis of the Maximum Take Off Weight Authorised in tonnes (t).

The Standard Period Runway Charge is payable for each departing Aircraft irrespective of the time of departure.

3.1 Standard Period Runway Charge Rates Per Tonne for Passenger Aircraft

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The Runway Charge rates that apply to Passenger Aircraft in the Standard Periods are shown in the tables below.

**Summer**  
(May to October)

Up to 25t	Over 25t and less than 120t	Over 120t First 120t	Thereafter	Applicable only for aircraft achieving the following QC ratings
£9.90	£12.17	£12.17	£6.60	All

**Winter**  
(April and then November to March)

Up to 25t	Over 25t and less than 120t	Over 120t First 120t	Thereafter	Applicable only for aircraft achieving the following QC ratings
£9.11	£11.21	£11.21	£6.09	All



### 3.2 Standard Period Runway Charge Rates Per Tonne for Freight Aircraft

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The Runway Charge rates that apply to Freight Aircraft in the Standard Periods are shown in the table below.

Rate	Applicable only for aircraft achieving the following QC Ratings
£9.82	All

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### 3.3 Off-Peak Period Runway Charge for Passenger and Freight Aircraft

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In order to qualify for the Runway Charge Off-Peak Rate an Airline must:-

- a) operate a minimum of one Service each Week for 52 weeks of a Year
- b) ensure that the departure of the Passenger Aircraft in the Off-Peak Periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 achieves the applicable QC Ratings shown in the table at Section 3.4 or
- c) ensure that the departure of the Freight Aircraft in the Off-Peak Periods 05:30 to 05:59, 13:00 to 13:29 and 22:00 to 22:59 achieves the applicable QC Ratings shown in the table at Section 3.5, and
- d) provide the Airport with all information and/or data as the Airport may reasonably require in order to determine the QC Rating applicable to any Aircraft in question.

For the avoidance of doubt, if an Aircraft does not achieve the applicable QC Ratings that flight will not be an eligible flight for the Off-Peak Runway Charge Rate and the relevant Standard Rate Runway Charge will apply, and

Any inbound diverted flight that subsequently departs in an Off-Peak Period will not be entitled to the Off-Peak Period Runway Rate.

### 3.4 Off-Peak Period Runway Charge Rates Per Tonne for Passenger Aircraft

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Subject to achieving the qualifying conditions set out in Section 3.3, the Runway Charge rates that apply to Passenger Aircraft in the Off-Peak Periods are shown in the table below:-

## Summer

(May to October)

Departing Between	Up to 25t	Over 25t and less than 120t	Over 120 tonnes		Applicable only for aircraft achieving the following QC ratings
			First 120t	Thereafter	
05:30 to 05:59	£9.90	£9.90	£9.90	£0.00	0.5 or quieter
06:00 to 06:29	£9.90	£9.90	£9.90	£0.00	All
06:30 to 06:59	£9.90	£9.90	£9.90	£0.00	1.0 or quieter
13:00 to 13:29	£9.90	£9.90	£9.90	£0.00	1.0 or quieter
13:30 to 15:59	£9.90	£9.90	£9.90	£0.00	All
19:00 to 19:59	£9.90	£9.90	£9.90	£0.00	1.0 or quieter
20:00 to 21:59	£9.90	£9.90	£9.90	£0.00	All
22:00 to 22:59	£9.90	£9.90	£9.90	£0.00	1.0 or quieter

## Winter

(April and then November to March)

Departing Between	Up to 25t	Over 25t and less than 120t	Over 120 tonnes		Applicable only for aircraft achieving the following QC ratings
			First 120t	Thereafter	
05:30 to 05:59	£9.11	£9.11	£9.11	£0.00	0.5 or quieter
06:00 to 06:29	£9.11	£9.11	£9.11	£0.00	All
06:30 to 06:59	£9.11	£9.11	£9.11	£0.00	1.0 or quieter
13:00 to 13:29	£9.11	£9.11	£9.11	£0.00	1.0 or quieter
13:30 to 15:59	£9.11	£9.11	£9.11	£0.00	All
19:00 to 19:59	£9.11	£9.11	£9.11	£0.00	1.0 or quieter
20:00 to 21:59	£9.11	£9.11	£9.11	£0.00	All
22:00 to 22:59	£9.11	£9.11	£9.11	£0.00	1.0 or quieter

The above times are local and based on the Scheduled departure times.

### 3.5 Off-Peak Period Runway Charge Rates Per Tonne for Freight Aircraft

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Subject to achieving the qualifying conditions set out in Section 3.3, the Runway Charge rates that apply to Freight Aircraft in the Off-Peak Periods are shown in the table below:-

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
05:30 to 05:59	£5.08	0.5 or quieter
06:00 to 06:29	£5.08	All
10:00 to 12:59	£5.08	All
13:00 to 13:29	£5.08	1.0 or quieter
13:30 to 15:59	£5.08	All
20:00 to 21:59	£5.08	All
22:00 to 22:59	£5.08	1.0 or quieter

The above times are local and based on the Scheduled departure times.

### 3.6 Maximum and Minimum Runway Charge for Passenger Aircraft

Subject to achieving the qualifying conditions set out in Section 3.3, the Maximum and Minimum Runway Charges that apply to Passenger Aircraft in the Off Peak Periods are shown in the table below.

Airlines that do not meet the Off Peak qualifying conditions will be subject to the Maximum charge applicable "At all other times" and the Minimum Runway charges listed below

#### Summer (May to October)

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum Runway Charge</b>		
05:30 to 05:59	£605.07	0.5 or quieter
06:00 to 06:29	£605.07	All
06:30 to 06:59	£605.07	1.0 or quieter
13:00 to 13:29	£605.07	1.0 or quieter
13:30 to 15:59	£605.07	All
19:00 to 19:59	£307.19	1.0 or quieter
20:00 to 21:59	£307.19	All
22:00 to 22:59	£307.19	1.0 or quieter
At all other times	£2,978.83	All
<b>Minimum Runway Charge</b>		
06:30 to 10:59 (Monday to Saturday only)	£307.19	All
16:00 to 19:59 (Monday to Friday only)	£242.04	All
At all other times	£46.53	All

The above times are local and based on the Scheduled departure times.

**Winter** (April and then November to March)

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum Runway Charge</b>		
05:30 to 05:59	£557.87	0.5 or quieter
06:00 to 06:29	£557.87	All
06:30 to 06:59	£557.87	1.0 or quieter
13:00 to 13:29	£557.87	1.0 or quieter
13:30 to 15:59	£557.87	All
19:00 to 19:59	£283.25	1.0 or quieter
20:00 to 21:59	£283.25	All
22:00 to 22:59	£283.25	1.0 or quieter
At all other times	£2,746.49	All
<b>Minimum Runway Charge</b>		
06:30 to 10:59 (Monday to Saturday only)	£283.25	All
16:00 to 19:59 (Monday to Friday only)	£223.14	All
At all other times	£42.90	All

The above times are local and based on the Scheduled departure times.

3.7 Maximum and Minimum Runway Charges for Freight Aircraft

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum Runway Charge</b>		
At all times	£2,978.83	All
<b>Minimum Runway Charge</b>		
06:30 and 10:59 (Monday to Saturday only)	£307.19	All
16:00 and 19:59 (Monday to Friday only)	£242.04	All
At all other times	£46.53	All

The above times are local and based on the Scheduled departure times.

3.8 Runway Charge Rates Per Tonne for Military and Private Aircraft

Departing	Up to 25t	Over 25t and less than 120t	First 120t	Over 120 tonnes Thereafter	Applicable only for aircraft achieving the following QC ratings
At All Times	£9.90	£12.17	£12.173	£6.60	All

The above times are local and based on the Actual departure times.

### 3.9 Maximum and Minimum Runway Charges for Military and Private Aircraft

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum Runway</b>		
At all times	£2,978.83	All
<b>Minimum Runway</b>		
06:30 and 10:59 (Monday to Saturday only)	£307.19	All
16:00 and 19:59 (Monday to Friday only)	£242.04	All
At all other times	£46.53	All

The above times are local and based on the Actual departure times.

### 3.10 Environmental Charges

Only jet Aircraft meeting the definitions of ICAO Annex 16 Chapter 3 or above will be Scheduled to land or take-off between the hours of 23:30 and 05:59.

Aircraft failing to meet the requirements of ICAO Annex 16 Chapter 3 will be subject to a surcharge of 70% of the published Runway Charge.

When applying for permission to commence a service falling within the terms of this condition, documents attesting that jet aircraft comply with Chapter 3 Noise Certification Standards must be produced. If these documents are not produced the aircraft will be regarded as a non-chapter 3 aircraft.

### 3.11 Noisy Jet Surcharge

Aircraft will be subject to a surcharge of £768 plus an extra £153.60 for each full decibel above the following limits:

90 dB (A)	07:00 - 22:59 hrs
82 dB (A)	23:00 - 23:29 hrs and 06:00 - 06:59 hrs
81 dB (A)	23:30 - 05:59 hrs

As measured by the airport's noise monitoring system. The locations of the noise monitoring terminals are published in UK AIP.

The above times are local and based on the Actual departure times.

### 3.12 Night Noise Policy

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The Company's policy for controlling night noise can be found on the Airport website [www.manchesterairport.co.uk/community/environmental-management](http://www.manchesterairport.co.uk/community/environmental-management)

### 3.13 Tracking

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The Company reserves the right to levy a surcharge, as provided for by Section 3 of the Civil Aviation Act 2006, against any Operator who on a persistent basis (equivalent to 5% or more departures in any month) fails to operate along the Preferred Noise Routes (PNR's) as prescribed by the Company and recorded and monitored by the Company's noise and tracking monitoring system. The surcharge will be levied as set out below:-

During the period 07.00 hours and 22.59 hours (local)	£500 per failure
During the period 23.00 hours and 06.59 hours (local)	£750 per failure

Prior to the Company levying the surcharge the Company will consult with the Operator to establish steps the Operator can take to avoid further failures. If following consultation the Operator continues to exceed the 5% threshold then the Company will levy the surcharge retrospectively for each of the failures.

The above times are local and based on the Actual departure times.

### 3.14 Zero Emission Flights

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MAG's airport operations are carbon neutral, and we are committed to reducing our remaining emissions to become a net zero carbon business by 2038. In addition to reducing our own climate impacts, we are fully committed to supporting emission reduction across the wider industry. To incentivise decarbonisation, in 2020, we launched a competition which offers to waive the first five years of runway charges incurred by the first zero-emission commercial aircraft to operate at a MAG airport.

To claim this prize, the winning (single) aircraft must:

- produce no gross greenhouse gas emissions in operation (for the avoidance of doubt, this means that aircraft operated on sustainable aviation fuels do not qualify for this prize);
- have a maximum take off weight (MTOW) of 20,000kg or above;
- be based at a MAG airport, or be operated exclusively on services between one or more MAG airports and its base; and,
- operate regularly scheduled passenger or cargo services.

Where the aircraft operates between multiple MAG airports, the landing charge waiver will be extended to landing fees at those airports.



For avoidance of doubt, the waiver of runway charges referred to relates only to the first individual aircraft which achieves the zero emission criteria set-out above.

### **Zero emission transatlantic flights**

In 2022, as part of the Jet Zero Industry Charter, MAG announced that a second competition would be launched to incentivise decarbonisation of transatlantic flights.

This competition offers to waive the first five years of runway charges incurred by the first zero-emission commercial aircraft to operate transatlantic routes from a MAG airport.

To claim this prize, the winning (single) aircraft must satisfy the same conditions set out above at 3.14 but additionally, the routes served by the aircraft must directly connect a MAG airport with one or more destinations in North America.

Where the winning aircraft operates at multiple MAG airports, the landing charge waiver will be extended to runway charges on transatlantic routes from those airports.

For avoidance of doubt, the waiver of landing charges referred to relates only to the first individual aircraft which achieves the zero emission criteria set-out above.

## 4. Air Traffic Services (ATS) Charge

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The ATS Charge is payable for all departing Aircraft and is assessed on the basis of the Maximum Take Off Weight Authorised in Tonnes (t).

The Standard Period ATS Charge is payable for each departing Aircraft irrespective of the time of departure.

### 4.1 Standard Period ATS Charge Rates per Tonne for Passenger Aircraft

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The ATS Charge rates that apply to Passenger Aircraft in the Standard Periods are shown in the table below.

Up to 25t		Over 25t and less than 120t	Over 120 tonnes First 120t Thereafter	Applicable only for aircraft achieving the following QC ratings
£2.75		£3.38	£3.38	£1.86
				All

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### 4.2 Standard Period ATS Charge Rates per Tonne for Freight Aircraft

The ATS Charge rates that apply to Freight aircraft in the Standard Periods are shown in the table below.

Rate	Applicable only for aircraft achieving the following QC Ratings
£3.14	All

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### 4.3 Off-Peak Period ATS Charges for Passenger and Freight Aircraft

In order to qualify for the ATS Charge Off-Peak Rate an Airline must:-

- operate a minimum of one Service each Week for 52 Weeks of a Year
- ensure that the departure of the Passenger Aircraft in the Off-Peak Periods 05:30 to 05:59, 06:30 to 06:59, 13:00 to 13:29, 19:00 to 19:59 and 22:00 to 22:59 achieves the applicable QC Ratings shown in the table at Section 4.4 or

- c) ensure that the departure of the Freight Aircraft in the Off-Peak Periods 05:30 to 05:59, 13:00 to 13:29 and 22:00 to 22:59 achieves the applicable QC Ratings shown in the table at Section 4.5, and
- d) provide the Airport with all information and/or data as the Airport may reasonably require in order to determine the QC Rating applicable to any Aircraft in question

For the avoidance of doubt if an Aircraft does not achieve the applicable QC Ratings that flight will not be an eligible flight for the Off-Peak ATS Charge Rate and the relevant Standard Rate ATS will apply, and

Any inbound diverted flight that subsequently departs in an Off-Peak Period will not be entitled to the Off-Peak Period ATS Rate.

#### 4.4 Off-Peak Rate ATS Charge Rates per Tonne for Passenger Aircraft

Subject to achieving the qualifying conditions set out in Section 4.3, the ATS Charge rates that apply to Passenger Aircraft in the Off-Peak Periods are shown in the table below:-

Departing Between	Up to 25t	Over 25t and less than 120t	Over 120 tonnes		Applicable only for aircraft achieving the following QC ratings
			First 120t	Thereafter	
05:30 to 05:59	£2.75	£2.75	£2.75	£0.00	0.5 or quieter
06:00 to 06:29	£2.75	£2.75	£2.75	£0.00	All
06:30 to 06:59	£2.75	£2.75	£2.75	£0.00	1.0 or quieter
13:00 to 13:29	£2.75	£2.75	£2.75	£0.00	1.0 or quieter
13:30 to 15:59	£2.75	£2.75	£2.75	£0.00	All
19:00 to 19:59	£2.75	£2.75	£2.75	£0.00	1.0 or quieter
20:00 to 21:59	£2.75	£2.75	£2.75	£0.00	All
22:00 to 22:59	£2.75	£2.75	£2.75	£0.00	1.0 or quieter

The above times are local and based on the Scheduled departure times

#### 4.5 Off-Peak Period ATS Charge Rates per Tonne for Freight Aircraft

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Subject to achieving the qualifying conditions set out in Section 4.3, the ATS Charge rates that apply to Freight Aircraft in the Off-Peak Periods are shown in the table below:-

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
05:30 to 05:59	£1.44	0.5 or quieter
06:00 to 06:29	£1.44	All
10:00 to 12:59	£1.44	All
13:00 to 13:29	£1.44	1.0 or quieter
13:30 to 15:59	£1.44	All
20:00 to 21:59	£1.44	All
22:00 to 22:59	£1.44	1.0 or quieter

The above times are local and based on the Scheduled departure times.

## 4.6 Maximum and Minimum ATS Charges for Passenger Aircraft

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Subject to achieving the qualifying conditions set out in Section 4.3, the Maximum and Minimum ATS Charges that apply to Passenger Aircraft in the Off Peak Periods are shown in the table below.

Airlines that do not meet the Off Peak qualifying conditions will be subject to the Maximum charge applicable “At all other times” and the Minimum ATS charges listed below.

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum ATS Charge</b>		
05:30 to 05:59	£145.36	0.5 or quieter
06:00 to 06:29	£145.36	All
06:30 to 06:59	£145.36	1.0 or quieter
13:00 to 13:29	£145.36	1.0 or quieter
13:30 to 15:59	£145.36	All
19:00 to 19:59	£67.84	1.0 or quieter
20:00 to 21:59	£67.84	All
22:00 to 22:59	£67.84	1.0 or quieter
At all other times	£775.28	All
<b>Minimum ATS Charge</b>		
06:30 to 10:59 (Monday to Saturday only)	£67.84	All
16:00 to 19:59 (Monday to Friday only)	£58.15	All
At all other times	£9.68	All

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The above times are local and based on the Scheduled departure times.

**4.7 Maximum and Minimum ATS Charges for Freight Aircraft**

Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum ATS Charge</b>		
At all times	£775.28	All
<b>Minimum ATS Charge</b>		
06:30 and 10:59 (Monday to Saturday only)	£67.84	All
16:00 and 19:59 (Monday to Friday only)	£58.15	All
At all other times	£9.68	All

The above times are local and based on the Scheduled departure times.

**4.8 ATS Charge Rates per Tonne for Military and Private Aircraft**

Departing	Up to 25t	Over 25t and less than 120t	Over 120 tonnes First 120t	Over 120 tonnes Thereafter	Applicable only for aircraft achieving the following QC ratings
At all times	£2.75	£3.38	£3.38	£1.86	All

The above times are local and based on the Actual departure times.

## 4.9 Maximum and Minimum ATS Charges for Military and Private Aircraft

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Departing Between	Rate	Applicable only for aircraft achieving the following QC ratings
<b>Maximum ATS Charge</b>		
At all times	£775.28	All
<b>Minimum ATS Charge</b>		
06:30 and 10:59 (Monday to Saturday only)	£67.84	All
16:00 and 19:59 (Monday to Friday only)	£58.15	All
At all other times	£9.68	All

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The above times are local and based on the Actual departure times.

## 4.10 Environmental Charges

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Only jet Aircraft meeting definitions of ICAO Annex 16 Chapter 3 or above will be Scheduled to land or take-off between the hours of 23:30 and 05:59.

Aircraft failing to meet the requirements of ICAO Annex 16 Chapter 3 will be subject to a surcharge of 70% of the published ATS Charge.

When applying for permission to commence a service falling within the terms of this condition, documents attesting that jet aircraft comply with Chapter 3 Noise Certification standards must be produced. If these documents are not provided the aircraft will be regarded as a non-Chapter 3 aircraft.

## 5. Aircraft Parking Charge

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The Aircraft Parking Charge is payable for each uninterrupted period of parking on the Airport and is assessed on the basis of the Maximum Take Off Weight Authorised of the Aircraft and the time it is parked.

Each uninterrupted period of parking will be charged separately, and the Charge applies from touch-down until take-off. The appropriate Charge will be payable whether or not full use of the facility is made.

### 5.1 Multiple Landings

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Between 00:00 and 23:59, there will only be one charge for an Aircraft if that same Aircraft parks more than once during that period.

### 5.2 Aircraft Parking Rates

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Aircraft Parking Daily Rates	April to March
For each period of 24 hrs (or part of)	Rate
For Aircraft < 120t First two hours parking	£0.00
For Aircraft > 120t First four hours parking	£0.00
Aircraft up to and including 3.5 tonnes	£8.11 for each 0.5t
<b>Above that, the following rates will apply</b>	
Aircraft over 3.5 tonnes to 10 tonnes	£49.51
Aircraft over 10 tonnes to 20 tonnes	£86.64
Aircraft over 20 tonnes to 30 tonnes	£123.78
Aircraft over 30 tonnes to 40 tonnes	£160.91
Aircraft over 40 tonnes to 50 tonnes	£185.67
Aircraft over 50 tonnes to 60 tonnes	£210.42
Aircraft over 60 tonnes to 70 tonnes	£235.18
Aircraft over 70 tonnes to 80 tonnes	£259.93
Aircraft over 80 tonnes to 90 tonnes	£290.88
Aircraft over 90 tonnes to 100 tonnes	£321.82
Over 100 tonnes:	£321.82+ £24.76 per 10t or part thereof > 100t



**5.3 Daily Rate for Those Airlines Operating Passenger Flights that Depart at Least 364 Days a Year**

An Airline will only be eligible to benefit from the rates below, on application to the Revenue Office at Manchester Airport on 0161 489 2757 or by e-mail at [revenue@magairports.com](mailto:revenue@magairports.com) and with prior written consent from the Company. The following rates will then become applicable from the first day of the month following the date of the Company's written consent.

<b>Aircraft Parking Daily Rates for Qualifying Airlines</b>	
<b>April to March</b>	
<b>For each period of 24 hrs (or part of)</b>	<b>Rate</b>
For Aircraft < 120t First two hours parking	£0.00
For Aircraft > 120t First four hours parking	£0.00
Aircraft up to and including 3.5 tonnes	£8.11 for each 0.5t
<b>Above that, the following rates will apply</b>	
Aircraft over 3.5 tonnes to 10 tonnes	£34.76
Aircraft over 10 tonnes to 20 tonnes	£60.83
Aircraft over 20 tonnes to 30 tonnes	£86.90
Aircraft over 30 tonnes to 40 tonnes	£112.97
Aircraft over 40 tonnes to 50 tonnes	£130.35
Aircraft over 50 tonnes to 60 tonnes	£147.73
Aircraft over 60 tonnes to 70 tonnes	£165.11
Aircraft over 70 tonnes to 80 tonnes	£182.49
Aircraft over 80 tonnes to 90 tonnes	£204.21
Aircraft over 90 tonnes to 100 tonnes	£225.94
Over 100 tonnes:	£225.94 + £17.38 per 10t or part thereof >100t

6. **Regulatory Charge**

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The Regulatory Charge covers the impact of changes in legislation and regulation.

The charge currently covers the costs of Manchester Airport to comply with the UK Government 'Next Generation Security' requirements.

The Regulatory Charge is payable for each departing Terminal Passenger.

**All Passengers**

**Terminal Passengers**

April to March £0.80

**Transfer Passengers**

April to March £0.80

The Regulatory Charge shall not apply to the following:

- a. people on Aircraft not operating for hire or reward.
- b. children under two on the day of departure.
- c. people who work on the Aircraft during the flight.

## 7. Rebates

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There will be no reduction of the Runway Charge or ATS Charge due to the non-availability of any aerodrome service, assistance or other facilities.

Crew training and test flights. For further details please contact the revenue Office at Manchester Airport on 0161 489 2757 or by email at [revenue@magairports.com](mailto:revenue@magairports.com). A separate application is required for each flight and the rebate must be applied for at least 1 working day before the intended flight or flights.

## 8. Incentives

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The Company offers a series of Incentives, in the form of discounts on the Charges, to encourage Airlines to develop their services at the Airport.

For further details please contact MA Aviation Development Team by email to: [routedevlopment@magairports.com](mailto:routedevlopment@magairports.com)

## 9. Disabled Persons and Persons of Reduced Mobility (PRM) Charge

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The cost of the PRM services consists of the direct operating costs, which is primarily the cost of the contracted service provider.

The charges for PRM are as follows for the period 1 April 2023 to 31 March 2024:

Category 1 – at 50% or above pre notification at 36 hours shall be £1.13 per departing passenger.

Category 2 – at less than 50% pre notification at 36 hours shall be £3.23 per departing passenger.

Airlines will be billed initially at the tier their pre notification level achieved in the year end 31 March 2023. If an airline moves up or down a tier their charge will be amended quarterly from 1 July 2023

The PRM does not apply to the following:

- a. People on aircraft not operating for hire or reward.
- b. Children under 2 at the time of departure.
- c. People who work on the aircraft during the flight.

## 10. CAA Security Charge

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A CAA Security Charge is collected on behalf of the CAA and is payable for each departing terminal passenger and will be invoiced at the applicable rate. At the time of publication the charge is £0.066 per departing passenger.

The CAA charge does not apply to the following:

- a. People on the aircraft not operating for hire or reward.
- b. Children under 2 at the time of departure.
- c. People who work on the aircraft during the flight.

## 11. Ancillary Charges

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### **11.1 Baggage System Charge**

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A baggage system charge of £1.55 is payable for each departing Terminal Passenger. This includes the baggage handling Charge, at £1.21 per departing passenger, the accounting and authorisation (AAA) Charge, at £0.09 per departing passenger and the hold baggage security labour (HBSL) Charge at £0.25 per departing passenger.

Where an airline is found to have a dangerous goods bag, a charge of £75 per dangerous bag will be levied by MAN.

The Baggage System Charge does not apply to the following:

- a. People on the aircraft not operating for hire or reward.
- b. Children under 2 at the time of departure.
- c. People who work on the aircraft during the flight.

## **11.2 Common User Passenger Process System (CUPPS) Charge**

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A CUPPS Charge is payable at £0.45 per departing Terminal Passenger.

The CUPPS Charge is subject to VAT.

The CUPPS charge does not apply to the following:

- People on the aircraft not operating for hire or reward.
- Children under 2 at the time of departure.
- People who work on the aircraft during the flight.

## **11.3 Check-in Desks Charge**

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A check-in desk Charge of £4.70 for every half hour (or part of) for every desk, is payable for all desks used to check-in passengers.

The Airline must pay the Charge. If the Airline and their Handling Agent agree in writing that the Handling Agent will be responsible for paying the check-in desk Charge and a copy of the written agreement is supplied to the Company, the Charge will be made to the Handling Agent.

The check-in desk Charge is subject to VAT.

## **11.4 Common User Self Service (CUSS)**

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There is currently no additional passenger Charge for CUSS.

## **11.5 Local Departure Control System (LDCS)**

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This is not an obligatory Charge, but this facility is available for those airlines that choose to use it. Airlines that choose to use this facility will be invoiced directly by the Company.

The LDCS Charge is payable at a rate of £0.055 per departing Terminal Passenger.

The LDCS Charge is subject to VAT.

## 12. Ground Handling Charges

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### 12.1 Ground Handling Licenses

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As at the time of publishing this version of the booklet, the Ground Handling License charges are being consulted on.

This section will therefore be updated in due course following the outcome of that consultation.

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### 12.2 Airside Vehicle and Equipment Permits (AVP)

A Charge of £36.56 will be payable for the issue of each AVP required for motorised vehicles operating airside at the Airport.

No permit Charge is enforced for trailed equipment. However, if trailed equipment is found to be faulty or with an out of date permit, a charge of £171.37 will apply. This includes a £55 infringement fund and a £116.37 charge to the Company to administer the system.

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### 12.3 Unit Loading Devices (ULD)

A Charge of £2.08 per ULD is payable for each ULD container in excess of the number agreed between the Company and the Airline, Operator or Handling Agent from time to time.

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### 12.4 Airfield Escorting Charge

A charge of £45.70 is payable for the first hour of this service. Between 1 hour and 4 hours a charge of £182.80 is payable, with an additional tariff of £45.70 per hour or part thereof for every hour beyond 4 hours.

## 13. Other Charges

### 13.1 Staff Car Parking Charges

Car Parking Area	Monthly	Quarterly	6 Months	9 Months	Annual
Staff East	£58.52	£150.35	£274.18	£398.05	£495.39
Staff South	£58.52	£150.35	£274.18	£398.05	£495.39
Little Staff West *	n/a	n/a	n/a	n/a	£900.23
Mid Stay *	n/a	n/a	n/a	n/a	£900.23
Terminal 1 Arrivals	£267.39	£695.18	£1,363.88	£2,032.55	£2,674.76
Multi Storey Car Park Terminal 2	£253.02	£657.70	£1,288.89	£1,920.09	£2,524.78
Multi Storey Car Park Terminal 3	£253.02	£657.70	£1,288.89	£1,920.09	£2,524.78
Terminal 1 Arrivals, Multi Storey Car Parks T2(w) & T3	£282.47	£734.56	£1,442.62	£2150.67	£2,832.26
Staff East and Staff South combined	£107.74	£278.69	£530.86	£783.06	£1,008.75
Motorcycles	£0.00	£0.00	£0.00	£0.00	£0.00

\* Annual pass available only

A charge of £26.50 will be applicable per new backup or replacement card

### **Miscellaneous Car Park Charges**

Replacement Permits (per Permit)	£27.52
Replacement Card (per Card Key)	£27.52
Wheel Clamp Removal (per Removal)	£134.48
Car Rental Concessionaire Parking Day Rate	£51.75

No refunds shall be provided. All new permits expire on 31 March 2024. The areas quoted as above are fixed and anyone requiring the use of multiple areas should purchase an All Areas pass.

Staff Parking Charges are subject to VAT.

For a full list of Staff Car Parking Charges and conditions of Use, please contact MA Car Parks Administration on 0161 489 2020 or email [staffparking@magairports.com](mailto:staffparking@magairports.com)



## 13.2 Heating and Utilities

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Utilities Charges are subject to a six monthly review and any changes to these tariffs below will be notified accordingly.

Utilities	Tariff	Application
Electricity - Low Voltage (LV Rate)	£0.5879	(per kWh)
Electricity - Low Voltage (Meter Charge)	£0.3025	(per day per meter)
Electricity - High Voltage (HV Day Rate)	£0.4931	(per kWh)
Electricity - High Voltage (HV Night Rate)	£0.4931	(per kWh)
Electricity High Voltage (Meter Charge)	£0.3025	(per day per meter)
Electricity - High Voltage (Network Capacity Charge)	£6.7000	(per peak kVA/per month)

Gas Rate	£0.1378	(per kWh)
Gas (Meter Charge)	£0.3403	(per day/per meter)

Cold Water & Wastewater Services	£4.17	(per m3)
Cold Water (Meter Charge)	65.98	(per annum per meter)

Surface Water and Highway Drainage Rate	£1.70	(per m2)
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Air Conditioning Rate	£25.09	(per m2)
Non Air Conditioning Rate	£18.83	(per m2)

All enquiries should be directed to Manchester Airport Procurement Department on 0161 489 2083.

### 13.3 Potable Water

There will be no charge for Potable Water.

### 13.4 Electrical Power for Electric Baggage Trolleys (EBTs)

The company charges for electrical power for EBTs. For details of the applicable rates please contact the revenue department on 0161 489 2757 or email [revenue@magairports.com](mailto:revenue@magairports.com).

### 13.5 Cleaning Charges

Cleaning and Pest services can be provided for service partners. For further information, quotes and general enquiries please contact the relevant department listed below.

Karla Heyes, Facilities Manager – 07711 574160

### 13.6 Security Passes

In addition to the prices below all passes will be charged £10.72 per pass to cover the costs of Department of Transport (Dft) enhanced background checks requirements.

Type of Pass	Charge per Pass
Full ID Card	£75.36
Full ID card change of detail during it's lifetime	£26.54
Temporary Visitors Pass	£23.87
Full ID card renewal	£67.90
Temporary Employment ID card	£67.90
Full ID card replacement if lost or stolen	£100.56
Non Validatable Pass ID card	£27.99
Application re-submission cost	£24.58
Application processed ID card not issued within 60 days	£59.66
ID card not returned in line with MAG ID Standard	£178.99

### 13.7 Environmental Charges

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Airlines, Operators, Handling Agents, tenants or concessionaires causing, allowing or failing to report pollution may have to pay the cost of cleaning up or repairing any damage caused.

### 13.8 Waste Recycling Contamination Recharge

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Access to Main Waste Management Area

Main Waste Management Area Key fob                    £100

Replacement Fob    £100

A charge is payable for clean-up of excessive litter or dumped waste at MA waste facilities in service yards or main waste area. The charge will be based on the actual cost incurred.

MA provides separate and distinct containers for the recycling of materials and waste. The costs (to the Company) of incorrect disposal will be recharged to any Airline, Operator, Handling Agent, tenant or concessionaire failing to segregate waste correctly for recycling. The charge will be based on the actual cost incurred.

These Charges are subject to VAT.

### 13.9 Fixed Electrical Ground Power (FEGP)

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The Company provides facilities for using FEGP. Charges do not include VAT and are payable by the user who swipes the facility.

**Aircraft up to Code C:** £14.11 for the first 25 minutes and £0.56 per minute thereafter

**Aircraft above Code C:** £25.46 for the first 45 minutes and £0.56 per minute thereafter

Fixed electrical ground power is subject to VAT.

**13.10 Engine Testing**

	Charge for each test for each aircraft
Aircraft less than 25 tonnes	£86.03
Aircraft above 25 tonnes but less than 120 tonnes	£120.44
Aircraft above 120 tonnes	£137.64
Surcharge for tests between 23:00 and 06:00	100%

Engine Testing is subject to VAT.

### **13.11 Apron Driver and Airbridge Training**

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The Company offers a range of training courses. Full details may be obtained from the training departing directly on 0161 489 5790 or via the internet: [www.manchesterairport.co.uk/aviation-professionals/training-and-learning/airside-driver-training](http://www.manchesterairport.co.uk/aviation-professionals/training-and-learning/airside-driver-training) or [www.manchesterairport.co.uk/ops](http://www.manchesterairport.co.uk/ops)

### **13.12 Medical Examinations**

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A wide range of medical examinations are available. For more information, please phone the Airport Medical Centre on 0161 489 3962.

### **13.13 Accommodation Charges**

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The Company has a range of facilities available for our service partners to rent. For more information, please telephone the relevant numbers:

13.13.1 For accommodation within Terminals 1, 2 or 3, call 0161 489 3710

13.13.2 For areas other than Terminals 1, 2 and 3, please contact 0800 849 9747

### **13.14 Information Services**

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The Company offers a wide range of Information Services including:

- Fixed and mobile telephones
- Multi-extension telephone services
- Automated Call Distribution (ACD) and Interactive Voice Response (IVR)
- Private fixed and wireless data networks
- Cabling and installation services
- Trunk radio services
- Procurement of IT hardware and software

For more information please phone the Manchester Airport IS Service Desk on 0330 838 4111, or e-mail to [isservice.desk@magairports.com](mailto:isservice.desk@magairports.com)

### **13.15 Consolidation Centre for Supplies**

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The Company provides an off-site screening facility for airport supplies with direct deliveries to multiple airside locations. For more information please email [man.retail@magairports.com](mailto:man.retail@magairports.com)

### **13.16 Deferred Charge Increase to take effect from 1 April 2024**

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As part of the consultation relating to the airport charges set out in this booklet, it was agreed to defer a 1.25% increase in the charges to 1 April 2024. Airport users should therefore note that the charges set out in sections 1 to 5 of this booklet and the Baggage System Charge at section 11 shall increase by 1.25% from 1 April 2024.

Full details of the changes to the above charges from 1 April 2024 as a result of the deferred 1.25% increase shall be set out in an Addendum to this booklet to be published in December 2023 / January 2024.

### **14. Value Added Tax (VAT)**

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VAT is payable on Charges at the applicable prevailing rates and in accordance with UK and EU VAT Law.

### **15. Standard Terms and Conditions**

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- 15.1 The Unfair Contract Terms Act 1977 affects terms or notices which unreasonably exclude or restrict liability for negligence or certain unreasonable contract terms. The Company draws the attention of potential users of the Airport to the paragraphs in this document that exclude liability in certain circumstances, particularly (but not limited to) paragraph 15.40. The Company considers these paragraphs to be reasonable.
- 15.2 The Company reserves the right at any time to amend, vary or discharge the Terms upon giving notice.
- 15.3 The Company reserves the right to amend or vary the Charges upon giving notice.
- 15.4 The Company reserves the right to review the Charges, the application of the Charges and / or qualifying conditions in respect of the Charges or any Rebate and Incentive.
- 15.5 The Company reserves the right to withdraw any Rebate or Incentive offered in the Terms upon giving notice.

### **Charges**

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- 15.6 All Charges apply to departing Aircraft and/or Passengers (unless otherwise stated). For the avoidance of doubt, this includes Passengers who utilise the PremiAir Terminal.

- 15.7** All Charges are due on departure (subject to provisions regarding diversions).
- 15.8** The Operator shall pay the appropriate Charges as set out in the relevant sections. It shall also pay for any supplies, services or facilities provided to it at the Airport by or on behalf of the Company. The Charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by the Company, shall be payable to the Company in advance, whether a demand has been made or not, before the Aircraft departs from the Airport.
- 15.9** The Managing Director of the Airport or his/her duly appointed representative may use his or her discretion to abate or waive the Charges for any specific category of traffic when he or she considers it is in the interest of the Airport to encourage the development of traffic.
- 15.10** The Operator shall pay the appropriate Charge (PRM Charge) to the Company in respect of the Company providing the service to disabled persons and persons with reduced mobility as published herein or as notified from time to time.
- 15.11** Each Operator will comply with and will ensure that their appointed Handling Agent complies with the fees, Charges and the Company's requirements as contained in the Ground Handling Licence, in relation to suppliers of ground handling at the Airport, copies of which are available from the Company upon request.
- 15.12** Operators will use or will ensure their appointed Handling Agent use Common User Passenger Process System (CUPPS) and/or Common Use Self Service Kiosks as provided and determined by the Company for checking in passengers at the Airport.
- 15.13** The Passenger Facilities Charge (PFC) and the Passenger Security Charge (PSC) apply to Aircraft and/or Combi-Aircraft that carry Passengers.
- 15.14** Without prejudice to paragraph 15.15 the Airline, Operator or Handling Agent shall pay the appropriate Charge to the Company as published herein or as notified from time to time where the number of Unit Loading Device cans located airside at the Airport exceeds the number agreed between the Company and the Airline or Operator to meet its reasonable seasonal requirements.
- 15.15** Should the Operator fail to comply with a reasonable direction issued by the Company to move vehicles or equipment, left in unauthorised areas, within the specified time the Company may move, or remove, and store the equipment. The Operator will be charged a removal fee of £50.00 per item or such other fee as the Company shall from time to time publish.
- 15.16** Following any removal or storage of equipment in accordance with paragraph 15.15, should the Operator fail to comply with a reasonable direction issued by the Company to collect such equipment within the time specified, the Company may dispose of the equipment as it sees fit. The Company shall be entitled to collect from the Operator any fees or charges it incurs, and retain any payment or proceeds it

receives, as a consequence of or in connection with any disposal in accordance with this paragraph 15.16.

## **Payment**

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- 15.17** All payments made to the Company by the Operator shall be by way of bank transfer to the bank account nominated by the Company, unless agreed otherwise in writing by the Company.
- 15.18** All Charges are due on departure under 15.7. However, where the Company has agreed an alternative payment arrangement with the Operator in accordance with Paragraph 15.8 and/or 15.19 below, then unless agreed otherwise in writing by the Company as part of that arrangement, all invoices submitted by the Company under such arrangement shall be payable within 28 days of the date of the invoice.
- 15.19** Any application for credit facilities must be made in writing to the Company's Group Financial Controller. The Operator or Airline shall make available such information as the Company may require to satisfy credit insurance requirements as to creditworthiness. The grant of credit facilities shall be in the absolute discretion of the Company whose decision is final. Credit facilities will be subject to review by the Company and may be withdrawn at any time without notice at the Company's discretion. As a condition of granting credit facilities the Company may require the Operator or the Airline to make payments by Direct Debit.
- 15.20** If the Operator fails to make any payment due to the Company by the due date for payment, then, without prejudice to any other rights the Company may have, the Operator shall pay interest on the overdue amount at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Operator shall pay the interest together with the overdue amount.
- 15.21** The Company reserves the right, at any time, to require an Airline or an Operator to pay a deposit in a sum to be determined by the Company, which at any time can be called upon by the Company if the Operator fails to pay and is in default of any charges.
- 15.22** Unless otherwise specified by the Company any claims for a Rebate or other charge reductions must be made within 14 days of invoice date. Rebates will be credited (subject to the Airline or Operator paying the relevant invoice in full on or before the due date) to the Airline or Operators account against Charges incurred by the Airline or Operator during the next following invoice period(s), Rebates will be liable to be rescinded if payment is not made by the due date.
- 15.23** In the event that an Airline or an Operator operates at more than one Group Airport and defaults in paying Airport Charges at one or more Group Airport, MAG Airport



Limited reserves the right to recover all Airport Charges incurred by the Airline or Operator on behalf of the Airport and any Group Airport.

**15.24** The Operator 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.

**15.25** In the event that an Operator shall commit any act of insolvency or a receiving order shall be made against an Operator or an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of an Operator or for the purposes of an Administration of an Operator or if an Operator is otherwise unable to pay its debts or shall make any assignment of its estate for the benefit of or any arrangement or composition with its creditors or shall do any other act or take any proceeding in law having effects or results similar under UK law or under any other jurisdiction, then non-payment of any Charges which have been incurred as at the date thereof shall be deemed to be a default of payment.

**15.26** Under Section 88 of the Civil Aviation Act 1982 the Company is entitled to detain and sell Aircraft in respect of unpaid Airport Charges.

**15.27** Section 88 (1) Civil Aviation Act 1982

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

a. detain, pending payment, either;

- i) the Aircraft in respect of which the Charges were incurred (whether or not they were incurred by the person who is the Operator of the Aircraft at the time when the detention begins); or
- ii) any other Aircraft of which the person in default is the Operator at the time when the detention begins; and
- iii) 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.

15.27.2 So long as an Aircraft shall be upon 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 upon the Aircraft, for all Charges of whatsoever nature and whensoever incurred, which shall be or become due and payable to the Company in respect of that Aircraft or in respect of any other Aircraft of

which the person in default is the Operator at the time when the lien is exercised, and all such Charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made. The said lien shall not be lost by reason of the Aircraft departing from land in the control of the Company but shall continue to be exercisable at any time when the Aircraft has returned to and is upon any such land so long as any of the said Charges, whether incurred before or after such departure, remain unpaid.

- 15.27.3 When an Aircraft is detained under Section 88 of the Civil Aviation Act 1982 the Company may, subject to the provisions of that Section and if any Charges are not paid within 56 days of the date when the detention begins, sell the Aircraft, its parts or accessories, in order to satisfy the Charges.

## **Miscellaneous**

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- 15.28** Use of Airport facilities is subject to compliance with the Airports Byelaws, local flying restrictions and remarks published from time to time in the UK Air Pilot, NOTAMS, orders, instructions or directions given by or on behalf of the Company and orders, instructions and directions given by or on behalf of relevant government departments.
- 15.29** The Airport is a fully co-ordinated airport under EU slot allocation regulation 95/93. All Aircraft must have prior permission to operate by obtaining a slot from the slot co-ordinators at the Airport, Airport Co-ordination Ltd on 0161 493 1850.
- 15.30** The Company does not guarantee available capacity at the Airport. The Company reserves the right to manage capacity at the Airport as it deems necessary for safety and operational reasons.
- 15.31** Without prejudice to paragraph 15.30 above, in order to assist the Company in the efficient management of capacity at the Airport, should the Operator or Airline wish to park an Aircraft at the Airport during the night period being 22:00 to 08:00 (or any part thereof) with that Aircraft not being scheduled to depart the Airport within 18 hours of the start of the night period, then the Operator or Airline shall seek the prior written consent of the Company to do so by providing no less than 10 days written notice to the Company. Upon receipt of such request, the Company may grant, withhold or condition its consent at its sole discretion.
- 15.32** In the interest of safety and managing performance standards, each Operator and Airline will, as a condition of operating at the Airport, only contract with Handling Agents who have entered into the Company's Ground Handling Licence. The Licence contains the Company's requirements (including minimum service standards) for operating ground handling services at the Airport and when signed on behalf of the

Company confirms that those requirements are in place. A copy of the Ground Handling Licence can be obtained from the Company.

- 15.33** Each Operator or Airline will ensure that ground handling is arranged in advance of arrival/departure of an Aircraft.
- 15.34** The Operator or its Handling Agent will supply to the Company (in such form as the Company may from time to time determine) information relating to the movements of its Aircraft at the Airport within 24 hours of each of those movements, including information about the number of Terminal, Transfer and Transit Passengers and the volume of cargo and mail embarked and disembarked at the Airport. The Operator or its Handling Agent shall also furnish on demand (in such form as the Company may from time to time determine) details of the Maximum Take Off Weight Authorised (MTOW) in respect of each Aircraft owned or operated by it. The Operator or its Handling Agent shall also supply, without delay, details of any changes in the MTOW in respect of each Aircraft owned or operated by the Operator or Airline from the Airport.
- 15.35** Where the Operator, Airline or its appointed Handling Agent fails to provide the information required under paragraph 15.34 within the period stipulated, the Company shall be entitled to assess the Charges payable by the Operator or Airline by reference to the MTOW and the maximum passenger capacity of the Aircraft type. The Operator shall pay the Charges assessed by the Company. Once the Operator, Airline or its appointed Handling Agent has provided the said information to the Company, the Company will pay to the Operator or Airline the difference between the Charges assessed and the actual charges payment by the Operator or Airline pursuant to the Terms or vice versa as the case may be.
- 15.36** The Company shall provide (whether by itself or its sub contractor(s)) a service for all disabled persons and persons with reduced mobility from the designated point of arrival at the Airport to the Aircraft and from the Aircraft to a designated point of departure from the Airport. For the purpose of this paragraph the persons entitled to benefit from this service are as defined in Regulation (EC) No 1107/2006.
- 15.37** The Airline or Operator shall not impose any rule or implement any practice (including the levying of charges at boarding gate) at the Airport in relation to Passengers, which may directly or indirectly affect the Company's non-aeronautical commercial activities or operational procedures.
- 15.38** When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence removal, rescue or salvage of the Aircraft and in default the Company reserves the right to remove, rescue or salvage the Aircraft at its discretion and the Operator hereby indemnifies the Company or its agents against all damage, Claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove, rescue or salvage the Aircraft and undertakes to pay the Company any resultant costs, damages or Losses (consequential or otherwise) relating thereto.

**15.39** Each Airline, Operator and Handling Agent shall indemnify the Company, its servants or agents against any Loss or damage to the property of the Company and against any Claims for death or personal injury which may be made against the Company or any servants or agents of the Company or of the Airline, Operator or Handling Agent arising out of or in connection with anything done, permitted or omitted by the Airline, Operator or Handling Agent or its servants or agents in or upon the Airport.

#### **15.40 Liability**

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

15.40.2 Subject to condition 15.40.3, to the extent permitted by law neither the Company, the Airport nor its employees, servants, agents or Affiliates shall have any liability to any Operator, Airline or Handling Agent or be obliged to indemnify any Operator, Airline or Handling Agent in respect of:

- a) indirect loss;
- b) consequential loss;
- c) loss of profits;
- d) loss of revenue;
- e) loss of goodwill;
- f) loss of opportunity;
- g) loss of business;
- h) increased costs or expenses;
- i) wasted expenditure; or
- j) any other injury, loss, damage, claim, cost or expense,

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

15.40.3 Nothing in this condition 15.40 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of the Airport, Company, its employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage (or damage

to any property contained in an Aircraft) resulting from any act or omission of the Airport, Company, its employees, servants, agents or Affiliates done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

- 15.40.4 Subject to condition 15.40.3, the Company and the Airport shall not be liable to any Operator or Handling Agent in respect of any Loss suffered by the Operator or Handling Agent by reason of any aerodrome service, assistance or facility not being available to them except where provided otherwise in any legally binding agreement made between the Company and any Operator or Handling Agent.
- 15.40.5 Subject to condition 15.40.3, the Company and the Airport shall not be liable for any Loss suffered by the Operator or Airline as a result of or in connection with any Claim brought by or on behalf of any Passenger (i) pursuant to Regulation (EC) No 261/2004 (as amended, re-enacted or replaced from time to time) or (ii) otherwise arising from or in connection with denial of boarding, delay or cancellation of any flight.
- 15.40.6 The Operator agrees to hold current and adequate insurance at all times when the Operator uses the Airport's Facilities and Services at Manchester Airport to cover any and all liability excluded or limited under this Condition 15.40. Nothing in this Condition 15.40.6 shall preclude the Operator from fulfilling its insurance obligations through self-insurance.
- 15.40.7 Without prejudice to the generality of condition 15.40.6, each Operator, Airline and Handling Agent are, 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 Operator, Airline or Handling Agent 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 Operator, Airline or Handling Agent 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 Operator, Airline or Handling Agent 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;
- iv) not less than £10,000,000 GBP (Ten Million Pounds) employers liability.

15.40.8 Each part (including a sub condition or part thereof) of this condition 15.40 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

## **16. General**

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**16.1** All times are local.

**16.2** Words denoting the singular number only shall include the plural and vice versa.

**16.3** Words denoting the masculine gender include the feminine and neuter and vice versa. The expression 'persons' shall include any individual, partnerships, joint ventures, firms, businesses, companies, unincorporated associations and corporations and vice versa.

**16.4** 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.

**16.5** Except in relation to the rights provided in condition 15.22, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term.

**16.6** These Terms shall be governed by, and construed in accordance with, the laws of England.

**16.7** All disputes arising out of or relating to the Terms shall be subject to the exclusive jurisdiction of the English Courts.

## 17. Definitions

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**Air Traffic Service (ATS) Charge** means the Charges referred to in Section 4.

**Aircraft** includes fixed wing aircraft and helicopters plus any parts and accessories, equipment and stores.

**Aircraft Parking Charge** means the Charges referred to at Section 5.

**Airline** includes Operator, alliance / codeshare partner, franchisee and a subsidiary carrier of Operator.

**Airport** means Manchester Airport.

**Charges** means the Charges referred to in Sections 1 to 13 as amended or notified from time to time.

**Chroma Fusion** means the Airport's management and operational support system.

**Claim** includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature.

**Combi-Aircraft** means an aircraft that is configured for both fare-paying passengers and main deck cargo.

**Company** means Manchester Airport Plc and any other company that is also a member of its Group operating at Manchester Airport.

**Disabled Persons and Persons of Reduced Mobility (PRM) Charge** means the Charge referred to in Section 9.

**Freight Aircraft** means an Aircraft on which no fare-paying passenger is carried and is configured only to carry cargo.

**Group** means Manchester Airport PLC, any subsidiary of Manchester Airport PLC, any holding company of Manchester Airport PLC and any subsidiary of any holding company of Manchester Airport PLC, from time to time. The words "subsidiary" and "holding company" shall have the same meaning as in section 1159 of the Companies Act 2006.

**Group Airport** means any Airport in the Manchester Airports Group which includes but is not limited to Manchester, London Stansted and East Midlands.

**Handling Agent** means any person, firm or company appointed by an Operator to perform any or all of the ground handling functions or an Operator who self handles.

**Incentive** means Incentives referred to in Section 8.



**Loss** includes direct loss, indirect loss, consequential loss, loss of profits, loss of business and loss of goodwill, damage, including damage to business, any reference to the making of payment by the Company and a reference to the incurring of any expense by the Company.

**Maximum Take Off Weight Authorised** means the maximum weight of the Aircraft and its contents at which the Aircraft may take-off in the UK in the most favourable circumstances in accordance with the certificate of airworthiness for the time being in force in respect of the Aircraft. However, if the certificate indicates a maximum take off weight at which the Aircraft may taxi, that weight shall be taken to be the Maximum Take Off Weight Authorised. The charge for helicopters will be the same as that for a fixed wing Aircraft of the same Maximum Take Off Weight Authorised. Where Charges relate to Aircraft weight they will be assessed on the basis of the MTOW rounded up to the nearest tonne.

**Military Aircraft** means aircraft of or relating to the British or foreign armed forces.

**Off-Peak Period** the following time periods are classified as Off-Peak; 05:30 to 06:59, 13:00 to 15:59 and 19:00 to 22:59. For Freight Aircraft the Off-Peak Periods are 05:30 to 06:29, 10:00 to 15:59 and 20:00 to 22:59.

**Off-Peak Rate** means the rate applicable in the Off-Peak Periods once qualifying criteria have been achieved.

**Operator** means the person, firm or company for the time being having the management of an Aircraft.

**Passenger** means Terminal Passengers, Transfer Passengers and Transit Passengers.

**Passenger Aircraft** means an Aircraft on which fare-paying passengers are carried.

**Passenger Facilities Charge (PFC)** means the charge referred to at Section 1.

**Passenger Security Charge (PSC)** means the charge referred to at Section 2.

**Preferred Noise Routes (PNR)** means the Routes referred to at Section 3.13.

**PremiAir Terminal** means the private terminal for Passengers on commercial flights departing the Airport.

**QC Rating** means the Quota Count Rating that is allocated to each aircraft according to how much noise it makes. Aircraft are classified separately for landing and take-off using noise certification data.

**Rebate** means the Rebates referred to at Section 7.

**Regulatory Charge** means the Charge referred to at Section 6.

**Remote Stand** means an aircraft parking stand that has been designated as remote. A full list of the Remote Stands can be obtained from the Revenue Office at Manchester Airport on 0161 489 3709 or by e-mail at [revenue@manairport.co.uk](mailto:revenue@manairport.co.uk), on request.

**Route** means any route from the Airport to a Final Destination Airport.

**Runway Charge** means the Charge referred to at Section 3.

**Scheduled** means scheduled according to a published timetable, including those supplementary to them, and open to use by members of the public.

**Service** means a Route operated to or from the Airport.

**Standard Period** means all other times that are not Off-Peak Periods.

**Standard Rate** means the rate applicable in the periods that are not Off-Peak.

**Summer Season** means 1<sup>st</sup> May to 31<sup>st</sup> October inclusive.

**Terminal Passenger** means a passenger joining or leaving an Aircraft at the Airport. Terminal Passenger includes Transfer Passenger and a Passenger using the PremiAir Terminal.

**Terms** means the terms and conditions contained in Sections 1 to 16 inclusive.

**Transfer Passenger** means a passenger identified by a Handling Agent who arrives at the Airport by one Aircraft and departs the Airport within 5 hours from their scheduled time of arrival on another Aircraft and is treated as a Terminal Passenger.

**Transit Passenger** means a passenger who arrives in and departs from the Airport on the same Aircraft.

**Week** means the period of 7 days running from Monday to the following Sunday.

**Winter Season** means 1<sup>st</sup> to 30<sup>th</sup> April inclusive and 1<sup>st</sup> November to 31<sup>st</sup> March inclusive.



Manchester Airport  
Manchester  
M90 1QX

