



EAST MIDLANDS AIRPORT
**Schedule of Charges and
Terms & Conditions of Use**

1 April 2026

magairports.com



EAST MIDLANDS AIRPORT CHARGES

FINANCIAL YEAR 2026/27

This document sets out East Midlands Airport Limited's Terms and Conditions of Use ('the Terms') and the Charges that will apply from 1st April 2026 to 31st March 2027 ('the Period') unless the users are notified otherwise by East Midlands International Airport Limited ('the Company').

The provisions in Sections 1 to 19 inclusive are strictly subject to the Terms contained in Section 20.

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Conditions of Use

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1. Passenger Aircraft (Air Transport Movements)

1.1 Passenger Aircraft Air Traffic Service (ATS) Charges

1.1.1 Aircraft will be charged £3.89 per tonne or part thereof on departure.

1.2 Passenger Aircraft Runway Charge

1.2.1 Aircraft will be charged £16.00 per tonne or part thereof on departure.

1.3 Passenger Aircraft Night Supplement

A charge per tonne or part thereof on both arrival and departure – see table below.

This charge is additional to the ATS and runway charge above.

This charge will be levied on arrivals and/or departures between 23:30-06:00. The night supplement charge is banded depending on aircraft type/engine configuration – please refer to the tables on page 11.

The above charge is based on local time and the actual time of arrival or departure.

Noise Band	QC	Arrival night supplement ¹	Departure night supplement ¹
A	<0.5	£4.30	£4.30
B	0.5	£4.73	£4.73
C	1	£5.28	£5.28
D	2	£5.49	£5.49
E	4+	Operational Ban	

The above charges will be discounted by 25% for Chapter 14 aircraft

For the avoidance of doubt:

Movements between 07:01-21:00 local time are charged the basic £16.00 per tonne or part Runway Charge.

Movements between 23:30-06:00 local time are charged the Runway Charge and Night Supplement.

All movements are charged the ATS Charge.

Details for specific airframe/engine combinations and aircraft types are available either by reference to the UKAIP supplement* or on request from: Flight Evaluation Unit (see Section 22 for contact details).

*Section 3 of the London Airports Noise Restriction Notice, published as a supplement of the UKAIP by the Civil Aviation Authority on behalf of the Department for Transport. This supplement is revised twice a year. Until an aircraft type is included in the supplement, the Airport Company will use its own discretion in classifying the QC value of that aircraft type.

1.4 QC4, QC8 and QC16 Operations and Chapter 3 Surcharge

All aircraft are allocated a QC value for both landing and departure calculated on the basis of the noise classification for that aircraft. Arrival and departure QC values for the same aircraft usually differ. The QC categories of commonly used aircraft types are published by NATS: NATS UK | AIP (ead-it.com).

At East Midlands Airport, QC4, QC8 and QC16 night movements between 23:00-07:00 local time will not be permitted and are subject to an operational ban.

Chapter 3 aircraft movements between the hours of 23:00-07:00 local time will incur an additional surcharge of £3,222.

All proceeds from the Chapter 3 surcharge are donated to the Airport's Community Fund, which awards grants to projects and activities that benefit local communities.

Full details of arrival and departure QC values of aircraft can be obtained from the United Kingdom AIP supplement or by the Cargo and General Aviation Team or Flight Evaluation Unit (see Section 23).

1.5 Passenger Aircraft Parking

Aircraft parking is timed and charged from 'wheels-on' to 'wheels-off' the runway and is charged based on 'Code Based' structure which groups aircraft into recognized 'IATA' Aircraft Codes as outlined in the Civil Aviation Authority's CAP168 – Licensing of Aerodromes publication.

Aircraft will be charged based on the standard Maximum Take Off Weight of the largest aircraft in each respective category at a prevailing rate of £0.52 per tonne or part thereof per hour or part.

Some aircraft types have been reclassified to reflect atypical weights. Any aircraft not included in the below table can be discussed directly with the Aviation team (see Section 23).

Aircraft Code	Code A	Code B	Code C	Code D	Code E	Code F
Charges						
£ / Hr (or part)	41.45	41.45	41.45	97.59	182.58	232.42
Daily Cap	£125	£159	n/a	n/a	n/a	n/a
Example Aircraft	Cessna 310	Jetstream 41/31	ATR42/72	A300	B787	B747-400
	Cessna 406	SF340	A318/19	B757	A330	B747-8i
	Beech 200	Embraer 135/145	A320/21	B767	A350	
			B737		B777	
			De Haviland Q400			
			Embraer 175/190			
			Fokker 70/100			
			Saab 2000			

1.5.1 Maintenance Area Remote Parking

50% discount to the rates stipulated in 1.5

This rate is only applicable to stands 61, 62, 64 and 65 which are non-operational storage positions located outside the Critical Part of the Security Restricted Area at the Airport. Aircraft must be towed on/towed off these stands.

1.5.2 West Apron Remote Parking

33% discount to the rates stipulated in 1.5

This rate is only applicable to stands 200-203 which are non-operational storage positions located within the Critical Part of the Security Restricted Area at the Airport. Aircraft must be towed on/towed off stands 200-203.

1.5.3 Use of Multiple Stands

Aircraft parking is charged on departure. If multiple stands have been used, (i.e. aircraft were towed between stands) the charge per stand will be calculated separately and individually itemised on the invoice.

1.6 Passenger Facilities Charge (PFC)*

Departing to a point outside the UK, Isle of Man, Channel Islands

or Northern Ireland

£18.79 (Summer Season)

£17.00 (Winter Season)

Departing to a point inside the UK, Isle of Man, Channel Islands
or Northern Ireland

£9.75 (Summer Season)

£8.82 (Winter Season)

1.7 Passenger Security Charge (PSC)*

£5.27 per departing passenger

1.8 Persons of Reduced Mobility (PRM) Charge*

The PRM service operated by the Airport is recharged at cost to all airlines operating through the terminal.

PRM charges in 2026-27 are set at £1.58 per departing passenger.

1.9 CAA Security Charge

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.

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.

1.10 Police Services Agreement

£0.56 per departing passengers

1.11 Ground Handling and LDCs Charges

1.11.1 Ground Handling Charges

£0.36 per departing passenger

1.11.2 Ground Handling / Airport Operating Licence

Tier	Licence Type	Description	Annual Cost
Tier 1	Full	Full handler – company carrying out full ground handling above and below wing	£5,320
Tier 2	Partial	Carrying out either above or below wing services directly contributing to passenger process or aircraft turnaround	£2,660
Tier 3	Limited	Carrying out services contributing to aircraft turnaround but limited to a single or bespoke activity	£1,596
Tier 4	Simple	Carries out a specialist activity for example deliveries, engineers, airport maintenance	£532

1.11.3 Common User Terminal Equipment
£0.14 per departing passenger

1.12 Regulatory Charges

1.12.1 Hold Baggage Screening Equipment
£0.61 per departing passenger

1.12.2 Airspace Modernisation Charge
£3.85 per Air Transport Movement

1.12.3 Next Generation Security Checkpoint
£1.60 per departing passenger

*Charges are per departing passenger except in the case of diversions when inbound disembarking passengers will be charged PLS, Security, PRM and CAA Charges.

Children under 2 years of age and passengers on aircraft not operating for hire or reward are exempt from the payment of the PLS, Security, PRM and CAA Charges.

2. Cargo Aircraft

2.1 Cargo Aircraft Air Traffic Service (ATS) Charge

The ATS charge is payable for all arriving and departing aircraft and is assessed on the basis of the Maximum Take-off Weight in Tonnes (t)

2.1.1 Aircraft will be charged £2.12 per tonne or part thereof on both arrival and departure.

The above charge is based on local time and the actual time of departure.

2.2 Cargo Aircraft Runway Charge

The Runway charge is payable for all arriving and departing aircraft and is assessed on the basis of the Maximum Take-off Weight in Tonnes (t)

2.2.1 Aircraft will be charged £1.56 per tonne or part thereof on both arrival and departure.

The above charge is based on local time and the actual time of departure.

2.3 Cargo Aircraft Shoulder Supplement

Aircraft will be charged £3.15 per tonne or part thereof on both arrival and departure.

This charge is additional to the ATS and Runway Charge above.

This charge will be levied on arrivals and/or departures between 06:01-07:00 or 21:01-23:29.

The above charge is based on local time and the actual time of arrival/departure.

2.4 Cargo Aircraft Night Supplement

A charge per tonne or part thereof on both arrival and departure – see table on the following page.

This charge is additional to the ATS and runway charge above.

This charge will be levied on arrivals and/or departures between 23:30-06:00. The night supplement charge is banded depending on aircraft type/engine configuration – please refer to the tables on page 11.

The above charge is based on local time and the actual time of arrival or departure.

Noise Band	QC	Arrival night supplement ¹	Departure night supplement ¹
A	<0.5	£4.30	£4.30
B	0.5	£4.73	£4.73
C	1	£5.28	£5.28
D	2	£5.49	£5.49
E	4+	Operational Ban	

The above charges will be discounted by 25% for Chapter 14 aircraft.

For the avoidance of doubt:

Movements between 07:01-21:00 local time are charged the basic £1.56 per tonne or part Runway Charge.

Movements between 06:01-07:00 and 21:01-23:29 local time are charged the Runway Charge and Shoulder Supplement.

Movements between 23:30-06:00 local time are charged the Runway Charge and Night Supplement.

All movements are charged the ATS Charge.

Details for specific airframe/engine combinations and aircraft types are available either by reference to the UKAIP supplement* or on request from: Cargo and General Aviation Team or Environment Team (see Section 23).

*Section 3 of the London Airports Noise Restriction Notice, published as a supplement of the UKAIP by the Civil Aviation Authority on behalf of the Department for Transport. This supplement is revised twice a year. Until an aircraft type is included in the supplement, the Airport Company will use its own discretion in classifying the QC value of that aircraft type.

2.5 QC4, QC8 and QC16 Operations and Chapter 3 Surcharge

All aircraft are allocated a QC value for both landing and departure calculated on the basis of the noise classification for that aircraft. Arrival and departure QC values for the same aircraft usually differ. The QC categories of commonly used aircraft types are published by NATS: NATS UK | AIP (ead-it.com).

At East Midlands Airport, QC4, QC8 and QC16 night movements between 23:00-07:00 local time will not be permitted and are subject to an operational ban.

Chapter 3 aircraft movements between the hours of 23:00-07:00 local time will incur an additional surcharge of £3,222.

All proceeds from the Chapter 3 surcharge are donated to the Airport's Community Fund, which awards grants to projects and activities that benefit local communities.

Full details of arrival and departure QC values of aircraft can be obtained from the United Kingdom AIP supplement or by the Cargo and General Aviation Team or Flight Evaluation Unit (see Section 23).

2.6 Cargo Aircraft Parking

Aircraft parking is timed and charged from 'wheels-on' to 'wheels-off' the runway and is charged based on 'Code Based' structure which groups aircraft into recognized 'IATA' Aircraft Codes as outlined in the Civil Aviation Authority's CAP168 – Licensing of Aerodromes publication.

Aircraft will be charged based on the standard Maximum Take Off Weight of the largest aircraft in each respective category at a prevailing rate of £0.52 per tonne or part thereof per hour or part.

Some aircraft types have been reclassified to reflect atypical Maximum Take Off Weights (AN-12, B747-400F, C130 and MD11F). Any aircraft not included in the below table can be discussed directly by contacting Cargo and General Aviation Team (see Section 23).

Aircraft Code	Code A	Code B	Code C	Code D	Code E	Code F
Charges						
£ / Hr (or part)	41.45	41.45	41.45	97.59	182.58	232.42
Daily Cap	£125	£159	n/a	n/a	n/a	n/a
Example Aircraft	Cessna 310	Jetstream 41/31	ATR42/72	A300	B787	B747-400
	Cessna 406	SF340	A318/19	B757	A330	B747-8i
	Beech 200	Embraer 135/145	A320/21	B767	A350	
			B737		B777	
			De Haviland Q400			
			Embracer 175/190			
			Fokker 70/100			
			Saab 2000			

2.6.1 Maintenance Area Remote Parking

50% discount to the rates stipulated in 2.6

This rate is only applicable to stands 61, 62, 64 and 65 which are non-operational storage positions located outside the Critical Part of the Security Restricted Area at the Airport. Aircraft must be towed on/towed off these stands.

2.6.2 West Apron Remote Parking

33% discount to the rates stipulated in 2.6

This rate is only applicable to stands 200-203 which are non-operational storage positions located within the Critical Part of the Security Restricted Area at the Airport. Aircraft must be towed on/towed off stands 200-203.

2.6.3 Use of Multiple Stands

Aircraft parking is charged on departure. If multiple stands have been used, (i.e. aircraft were towed between stands) the charge per stand will be calculated separately and individually itemised on the invoice.

2.7 Security Access Charges

All cargo movements will be subject to a Security Access Charge of £29.15 per ATM for provision of the security infrastructure to allow airside access.

2.8 Regulatory Charges

2.8.1 Airspace Modernisation Charge – £3.85 per Air Transport Movement

2.8.2 Next Generation Security Checkpoint - £78.85 per Air Traffic Movement

3. General Aviation (GA)

In the interests of safety & security, all visiting General Aviation Aircraft using the Airport must use a designated Handling Agent when operating to/from the main (east, central and west) aprons and the maintenance area.

Handling must be booked in advance of arrival with one of the approved Airport Handling Agents (contact details can be found later in this document).

A handling reference number may be issued which must be given to ATC over the Radio Transmission (RT) after landing. ATC will then direct you to the appropriate parking area where your Handling Agent will meet you.

Failure to book a Handling Agent in advance of arrival will result in an Airport operations vehicle meeting your Aircraft. They will guide and marshal your Aircraft to a safe parking position then escort pilot(s) and passenger(s) landside where the following compulsory charge will be levied (payable on-the-spot to the Company Operations by cash or credit card) for the service provided.

Aircraft MTOW (Tonnes)	Charge (Net of VAT)
0 to 2	£124
>2 to 5	£313
>5 to 10	£625
>10 to 20	£937
>20	£1,250

Further access to the aircraft will only be possible through the designated handling agent in Section 24 'Contact Information' of this document.

3.1 General Aviation (GA) Aircraft Charges

3.1.1 GA Aircraft Air Traffic Service (ATS) Charge

Aircraft will be charged £3.89 per tonne or part thereof on departure.

3.1.2 GA Aircraft Runway Charge

Aircraft will be charged £16.00 per tonne or part thereof on departure.

3.1.3 GA Aircraft Parking Charge

Per hour per tonne or part tonne £0.50

3.1.4 Minimum Charge (For aircraft 2 tonnes MTOW or less)

Minimum Charge (Invoiced):	Minimum charge (paid by Operator to Handling Agent prior to departure):
Runway: £51.81	Runway: £47.29
ATS: £7.58	ATS: £6.10

3.2 Access to Demarcated (Maintenance) Area

Access to the Demarcated (Maintenance) Area can be requested at 30 minutes notice by contacting the on-call Landside Ranger on 07720 641287. This will be subject to a £39.75 charge per gate opening request.

3.3 Other Security related Requests

Any requests for additional lanes to be opened at gatehouses will be charged to the requestor at a rate of £234.68 per hour requested. There will be a minimum charge of £938.72 per opening. Any such requests should be made to the following email address; resource@eastmidlandsairport.com and should be notified at least 7 days in advance of the requested date of opening. Any requests made with less than 7 days' notice will be subject to a price on request.

Requests for bespoke central search openings should be directed to the same email address and will be subject to a price on request.

Requirements for Security Guarding will be charged at the following rates:

£22.70 per hour where notified more than 14 days in advance.

£45.41 per hour where notified less than 14 days in advance.

Requests for escorting will be charged at £50 per trip.

3.4 Discounted Departure Blocks

Blocks of departures are available to Aircraft owners and Operators only and may be purchased in advance (contact Cargo and General Aviation – see Section 24). They attract the following discount on the standard combined Runway and ATS charge:

25 departures block: 8%

50 departures block: 23%

75 departures block: 33%

100 departures block: 48%

Notes:

- Each block will be valid for 12 months from the date of issue. No refunds will be given for unused departures. Each block is exclusive to an aircraft registration
- Each block will be inclusive of any parking charges. Aircraft parked over 30 consecutive days will be charged parking at tariff for the whole parking period
- All holders of blocks will be issued a unique handling reference number. This may be required by ATC over the RT after landing
- All holders of blocks are deemed to be familiar with operations in the maintenance area and are, therefore, exempt from the requirement to designate a Handling Agent when using this area. However, use of the three main aprons (central, east and west) requires a Handling Agent to be appointed
- Parking on all aprons is subject to availability
- Blocks of departures will not be available from 7 days before, up to and including one day after any 'special event' held at Donington Park, as may be notified from time to time.

4. Environmental Charges

4.1 Night Noise Surcharges

For passenger aircraft see Section 1

For cargo aircraft see Section 2

4.1.1 Noisy Aircraft Penalty Scheme

Aircraft departing between 23:00-07:00 local time are required to operate within a maximum noise limit (measured at a distance of 6.5km from start of take-off roll). The maximum noise limits are defined as follows:

Aircraft Maximum Take-Off Weight(MTOW)	Maximum Noise Limit (dB(A))
100 tonnes or less	81
Greater than 100 tonnes but less than 300 tonnes	87

Aircraft that exceed the maximum noise limit will be subject to a penalty of £1,031 for an infringement of 1 decibel or less and an additional penalty of £206 for each decibel thereafter.

For further information please contact the Flight Evaluation Unit (see Section 22).

These noise limits are reviewed regularly.

4.1.2 Departure Track Keeping Surcharge

To minimise disturbance for our local communities, aircraft are required to operate within the Noise Preferential Routes (NPRs) to a height of at least 5,000 feet, unless directed by Air Traffic Control. The NPRs are +/- 1.2km either side of the published Standard Instrument Departure route. East Midlands Airport has a target that 98% of departing aircraft remain within our defined NPRs to a height of at least 5,000ft.

Our Flight Evaluation Unit (FEU) monitors compliance with NPRs and other noise abatement procedures and works with operators to improve compliance. It is our preference to work with operators to improve track keeping performance, however surcharges may be levied in cases where operators are unwilling or unable to improve their track keeping compliance or have operated flagrantly or persistently outside of published NPRs.

Departure track keeping surcharges are set out below:

During the period 07.00 hours and 22.59 hours (local) £1,064 per failure

During the period 23.00 hours and 06.59 hours (local) £1,596 per failure

The FEU will work with operators to identify any areas of improvement, and where appropriate, allow an appropriate period of time for agreed corrective action to be undertaken before any surcharge is applied.

The Flight Evaluation Unit can be contacted by email at:
flightevaluationunit@magairports.com

4.1.3 Zero Emission Flights

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 minimum 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. 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.

5. Rebates

5.1 Maintenance Flights*

A company with recognised maintenance facilities at the Airport may, at the Airport Company's discretion, be offered a rebate of 25% in respect of Aircraft positioning out from the airport after maintenance. The rebate applies only to the initial departure and will not apply to additional test flights, flights carrying passengers, cargo aircraft or flights taking place in any way for hire or reward.

5.2 Aircraft Test Flights*

Flights made for the sole purpose of ensuring that, for the intended departure,

the aircraft and its engines and/or instruments are serviceable, may at the Airport Company's discretion attract a Rebate of 75%. The rebate is not available for certificate of airworthiness tests or cargo aircraft and is only applicable where the test flight originates and terminates at the Airport.

5.3 Crew Training/Test Flights*

Flights made for the sole purpose of training or testing flight crew personnel may, at the Airport Company's discretion, attract the following crew training/testing flights rebate:

Based Airline: 75%

The personnel being trained or tested must be under the instruction of a civil Airline, a licensed air taxi operator or an authorised air training school for the purpose of satisfying the requirements of the various regulations for the operation of air transport Aircraft. It may, at the Airport Company's discretion, also be available to professional pilots undertaking flights for the sole purpose of maintaining their commercial licence and appropriate ratings.

*Application for rebates under sections 5.1.1, 5.1.2 and 5.1.3 must be made on the appropriate form at least 24 hours prior to the relevant flight(s) taking place. Please contact Cargo and General Aviation (see Section 22).

6. Overshoots/Missed Approaches/ Training Touch & Go's

For flights which use ATC equipment, nav aids or lighting, a charge equivalent to 50% of the combined Runway and ATS charges will apply except in the case of overshoots or missed approaches due to inclement weather or operational reasons. All training must be booked with ATC on the day by email to atcassistant@eastmidlandsairport.com or by telephone on +44 (0) 1332 852 993.

Bespoke training packages are available on request to atcassistant@eastmidlandsairport.com

7. Apron Handling Charges

Aircraft handling on all airport aprons is mandatory. All aircraft intending to fly to EMA should book handling in advance of their arrival with an Approved Designated Handling Agent.

Charges can be obtained directly from Designated Passenger and Cargo Handling Agents – contact details are shown at the end of this document.

Notes

1. The Runway and ATS charges for helicopters will be the same as that for fixed wing Aircraft or equivalent MTOW.
2. Parking on all aprons and other parking areas shall at all times be under the direction of the Company and failure to remove an Aircraft from such areas after being requested to do so by a Company representative, will result in a Charge, equivalent to ten times the un-rebated hourly parking Charge being incurred for each hour or part thereof that the Aircraft remains in the area after the time the request was made.
3. Parking Charges are levied (details in this document) on all three main aprons, the maintenance area aprons, the washpan and the maintenance area and West Apron Aircraft parking pans/fingers. The Company reserves the right to charge for use of the Aircraft wash bay or other Airport facilities for activities other than Aircraft parking.

8. Aircraft Engine Testing

Charge per test per aircraft:

Aircraft <25 tonnes	£62.16
Aircraft >25 tonnes, <120 tonnes	£77.70
Aircraft >120 tonnes	£92.57
Surcharge between 23:00 & 06:00	100%

9. Airfield Charges

9.1 Fire Category Upgrade

The airport is able to provide fire cover upgrades up to and including Fire Category 9. These upgrades are charged at the following rates:

Fire Category 9	£750 per request
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A minimum 12 hours' notice is required to operate at Fire Category 9, with a 100% charge for cancellation once requested.

9.2 Fire Training Courses

The following courses can be booked via the EMA RFFS

team: Fire Safety training

½ day fire extinguisher	£87.49
1 day fire warden	£131.24
1 day fire safety bespoke course, full course for one client (external – Max 12 people)	£1,156.15
Miscellaneous bespoke Fire training	Price on request

First Aid training

2-day Emergency first aid at work including de-fib (off site clients only, max 12 students)	£1,024.91
Level 3 – 3-day first aid at work course including de-fib (Valid 3 years)	£343.72
3 hours annual refresher (2 hours self-study)	£68.74

Extraneous duties

Per fire fighter or Airfield Operations personnel, per hour	£49.95
Marshalling (per flight)	£106.40
Taxiway Crossing Escort	£31.92
Operational vehicles (including Rescue 6)	£168.74
Major fire appliance per hour (in all instances)	£343.72
Sweeper & driver (if available)	£206.23

Note above charges are also applicable during any disabled aircraft recovery (runway closure)

Automatic fire alarm - Free response (recurrent false alarms £437.46 per activation).

Fire training queries or booking requests should be directed to the following e-mail address: Martin.Lindsay@eastmidlandsairport.com

9.3 Spillage Cleaning Costs

The clean-up costs of environmental incidents will be re-charged in all instances to Airlines, Operators, Handling agents, Contractors or Tenants.

Minimum Spillage Clean-up cost £749.94

Full recovery of clean-up cost for spillages where costs are in excess of £749.94

9.4 Safeguarding

Price on application

9.5 Security Compliance Charge

Any security non-compliance attributable to a third party will be subject to a penalty of £1,000.

All passenger screening conducted on behalf of a fixed based operator will be charged at £5.28 per departing passenger.

10. Waste Recharges and Compactor Licence

Compactor licence cost per annum:	£781.18
Disposal cost per tonne (CAT3 – UK Waste):	£374.97
Disposal cost per tonne (CAT1 – Non-UK Waste):	£656.19

11. De-icer Cleaning Charge

The treatment cost of de-icer applied to aircraft is charged at £0.62 per litre of de-icer used.

12. Aircraft Wash Bay

Charge per hour	£99.99
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13. Airside Training

– Apron Course (A) (valid for 3 years)	£297.84
– Manoeuvring course (M) (valid for 3 years)	£297.84
– Runway course (R) (valid for 1 year)	£297.84
– M+ Course (Escort training)	£112.59
– R/T Retest	£40.89
– Marshalling Course	£297.84
– Human Factors Training	£297.84
– Refamiliarisation visit/M permit escorted trip	£132.07
– Passport to Operate Airside	£28.96
– Authorised Signatory Training	£297.84

– Authorised Signatory Refresher	£112.59
– Access Control Training	£204.46
– Course non-attendance (less than 24hr notice of cancellation)	Full course fee
– Marshalling Lost/ stolen Permit re-issue	£74.48
– Bespoke courses	£ on request

14. Airside Driver Passes

– A/M/R permit/lost/stolen Permit re-issue	£74.48
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15. Security Staff Passes

– ID Pass – Airside (single RZ including dual company) ¹	£132.71
– ID Pass – Airside (dual RZ) ¹	£153.16
– ID Pass – Landside or Demarcated Area	£122.08
– ID Pass – Temporary Employment Pass	£122.08
– ID Pass – Temporary Visitor Pass	£57.43
– ID Pass – Limited Access	£81.39
– Temporary Demarcated Area Authorisation	£40.89
– Lost/ Failure to return I.D Pass (including lost ID)	£244.16
– Failure to return 1-60 day pass	£244.16
– Reprinted ID Pass (any reason)	£81.39
– Unparking of ID pass (any reason)	£81.39
– Accreditation Check	£12.52
– ID Pass Reports	£26.60
– Amendment to ID Pass photograph	£43.10
– Application re-submission cost	£27.90

Any ad hoc requests will be reviewed and charged on a case by case basis.

16. Airside Vehicle Permits

– Airside Vehicle Permit – All	£122.08
– Temporary Airside Vehicle Permit	£88.00
– Temporary Airside Driving Permit	£88.00
– Failure to return Airside Vehicle Permit (including lost AVP)	£244.16
– Failure to return Airside Driving Permit (including lost ADP)	£176.00
– Private Airside Vehicle Permits	£1,402.09
– Vehicle Emissions Test	£28.62
– Reprinted AVP or ADP	£81.39
– Late renewal charge	£95.41
– Vehicle check AVP 3/4/6	£122.67

- Vehicle check AVP 5	£81.78
- Unit Loading Devices (ULD)	£2.65/ULD
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.	
- Airside Parking Charge	£324.35
Charged per piece of equipment with a valid AVP parked Airside.	
- Towable Equipment	£15.96/unit
- Small EV Vehicle – Identification Stickers & Application (x4)	£25.00
- Large EV Vehicle - Identification Stickers & Application (x7)	£40.00

Any cancellations within 24 hours of the commencement of a permit is chargeable at the permit rate.

17. Staff Car Parking Charges

- Premium	£1,323.34
- Remote	
Annual	£463.17
9 months	£397.00
6 months	£304.89
3 months	£192.01
- Replacement permits/Failure to return pass	£75.25

18. Utility Charges

Electricity Charges	Tariff	Application
Electricity - Low Voltage (All times consumption)	£0.5671	per kWh
Electricity - Low Voltage (Standing Charge)	£18.38	per month per meter
Electricity - Floor Area Charge	£0.0544	per ft2 per day
Electricity - Airfield Vehicle Charge	£0.8442	per kWh

Water Charges	Tariff	Application
Potable Water & Wastewater (Consumption Charge)	£6.63	per m3
Water (Standing Charge)	£6.73	per month per meter

19. Consolidation Centre Charges

The East Midlands Airport consolidation centre is operated by our logistics partner, DHL, who can be contacted for advice on process and to set up your deliveries. To get in touch with the consolidation centre team, please contact:

Craig Donaldson – mob: 07920 239787
 DHL Consolidation
 Cargo West
 Castle Donington
 Derby
 DE74 2TR

Standard Charge	Price
Screening per item/tote *dimensions not exceeding 60x40x38 cm	£1.81
Screening per Boots crate	£2.26
Screening per pallet *where applicable – some pallets may require breakdown to meet security compliance and incur an item/tote price	£57.45
Other Optional Services	
All must be pre-agreed with the Consolidation Centre Team	
Keg screening	£4.61 per keg
Screening of a thermal (sandwiches)	£24.09
Screening of a Cage	£24.09
Large ad-hoc deliveries (fixtures, fridges, etc.) * 48h notification must be provided	£54.20-84.32 per pallet/item depending on item
Delivery to stock room	£3.59 per cage £5.12 per pallet
Delivery to store	£7.19 per cage £10.83 per pallet
Returns from decanting/stock room	£24.08 per pallet/cage
Returns of large ad-hoc items (fixtures, fridges, etc.)	£36.13 per pallet/item
Returns of waste/packaging per cage * returns not picked up from the Consolidation Centre within 48h will start incurring storage charge	£5.99 per cage
Penalty for leaving excess stock on delivery bay	£26.48 per cage/pallet per day

20. Standard Terms and Conditions

- 20.1 East Midlands Airport (the “**Airport**”) is managed by East Midlands International Airport Limited (registered number 02078271) (the “**Company**”).
- 20.2 The publication of these Conditions of Use constitutes an offer by the Company to permit the use of its facilities on the terms set out herein. The use of any facilities at the Airport, whether airside or landside other than as a passenger constitutes acceptance of these Conditions of Use. It is intended that these Conditions of Use constitute a contract as between the Company and each and every Airport User in relation to obligations relevant to them.
- 20.3 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 sections in this document that exclude liability in certain circumstances, particularly (but not limited to) sections 20.55 – 20.62 (inclusive). The Company considers these sections to be reasonable.
- 20.4 Nothing in these Conditions of Use shall be taken to confer a right for the Operator to use the Airport without the Company’s consent and the Company reserves the right to withdraw such consent where the Operator has breached or threatened to breach these Conditions of Use.
- 20.5 The Company reserves the right at any time to amend, vary or discharge the Conditions of Use upon giving notice.
- 20.6 The Company reserves the right to amend or vary the Charges upon giving notice.
- 20.7 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.
- 20.8 The Company reserves the right to withdraw any Rebate offered in the Terms upon giving notice.
- 20.9 If any provision of these Conditions of Use is or becomes for whatever reason invalid illegal or unenforceable it shall be divisible from the remainder of these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions of these Conditions of Use shall not be affected in any way.

Charges

- 20.10 All Charges apply to departing Aircraft and/or Passengers (unless otherwise stated) and, unless stated otherwise, all charges and sums payable to the Company are exclusive of VAT which shall, where applicable, be paid in addition

at the rate in force at the relevant tax point.

- 20.11 All Charges are due on departure (subject to provisions regarding diversions).
- 20.12 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 section 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.
- 20.13 The Managing Director of the Airport or his/her duly appointed representative may use his or her discretion to abate or waive Runway, Air Traffic Service, Passenger or Aircraft Parking 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.
- 20.14 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.
- 20.15 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.
- 20.16 Operators will use or will ensure their appointed Handling Agent use Common User Passenger Process System (CUPPS) provided by the Company for checking in passengers at the Airport. Additional check-in services may be provided, and prevailing charges may be levied for their provision. Operators and Airlines are advised to check the internet for details of such charges.
- 20.17 The Passenger Facilities Charge (PFC) and the Passenger Security Charge (PSC) apply to Aircraft and/or Combi-Aircraft that carry Passengers.
- 20.18 Without prejudice to section 20.15 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 Devices (ULD) cans located airside at the Airport exceeds the number agreed between the Company and the Airline or Operator to meet its reasonable seasonal requirements.
- 20.19 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 £51.50 per item

or such other fee as the Company shall from time to time publish.

- 20.20 Following any removal or storage of equipment in accordance with section 21.19, 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 section 20.20.

Payment:

- 20.21 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.
- 20.22 All Charges are due on departure under 20.11. However, where the Company has agreed in writing an alternative payment arrangement with the Operator (e.g. weekly invoicing in arrears), then unless agreed otherwise in writing by the Company as part of that arrangement: (i) invoices relating to charges incurred in respect of Sections 1 to 18 of these Conditions of Use are payable within 14 days of the date of the invoice; and (ii) all other invoices are payable within 28 days of the date of the invoice.
- 20.23 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.
- 20.24 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.
- 20.25 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.
- 20.26 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 are not made by the due date.

- 20.27 In the event that an Airline or an Operator operates at more than one Group Airport and defaults in paying charges at one or more Group Airport, MAG Airport Limited (registered number 11748654) reserves the right to recover all charges incurred by the Airline or Operator on behalf of the Company, the Airport and any Group Airport or member of the Group.
- 20.28 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.
- 20.29 In the event of an Operator, or in respect of an Operator; a. the taking of any step-in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors; or b. making of an application for an administration or liquidation order or the making of an administration or liquidation order; or c. the giving of any notice of intention to appoint an administrator or liquidator, or the filing at court of the prescribed documents in connection with the appointment of an administrator or liquidator, or the appointment of an administrator or liquidator; or d. the appointment of a receiver or manager or an administrative receiver in relation to any property or income; or e. the commencement of a voluntary winding-up, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or f. the making of a petition for a winding-up order or a winding-up order; or g. the striking-off from the Register of Companies or the making of an application for the Operator to be struck-off; or h. the Operator otherwise ceasing to exist; or such any event or procedure analogous to the same happening in respect of the Operator in the jurisdiction governing the Operator's corporate affairs; then there shall be deemed to be a default in the payment of any Charges which are extant as at the date of such event or procedure shall be deemed to be in default for the purposes of these Conditions of Use and Section 88 of the Civil Aviation Act 1982.
- 20.30 If the Company believes that any of the events in section 20.29 may occur and gives notice to the Operator, then all Charges which have been incurred as at the date of such notice shall become payable immediately and non-payment shall be deemed to be a default of payment at the date of such notice for the purposes of Section 88 of the Civil Aviation Act 1982 and these Conditions of Use.
- 20.31 Under Section 88 of the Civil Aviation Act 1982 the Company is entitled to detain and sell Aircraft in respect of unpaid 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 charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges”.*

20.32 Without prejudice to its statutory rights pursuant to Section 88 of the Civil Aviation Act 1982 or to any other right or remedy of the Company, so long as the Aircraft, its parts and accessories, shall be upon the Airport or upon any land within the Airport allotted by or rented from the Company, you agree that the Company shall have a continual lien both particular and general upon the Aircraft, its parts and accessories, 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 aircraft of which the operator of that aircraft is the Operator at the time when the lien is exercised. Without prejudice to the rights of the Company to detain the Aircraft (whether pursuant to these Conditions of Use, the said Section 88 or otherwise) the said lien shall not be lost by reason of the Aircraft departing from land under the Company’s control 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.

Sanctions:

20.33 The Operator warrants and represents that:

- 20.33.1 it, nor any of its group companies, officers, employees, agents or any other person performing services for or on its behalf, is not a Designated Person, nor are they connected with or acting for or on behalf of a Designated Person, whether directly or indirectly;
- 20.33.2 it has complied, and will at all times comply with, Sanctions Laws;
- 20.33.3 it has not, and will not, carry out any activities, transactions, business or financial dealings that involve a Restricted Country;
- 20.33.4 it will implement appropriate controls to ensure that it does not expose the Company or the Airport to any risk of contravening, or to the risk of any penalty, prohibition or restriction under, any Sanctions Laws, or exposure to any other risk under Sanctions Laws, and it will ensure that any person associated with it will comply with Sanctions Laws.

20.34 The Operator shall notify the Company immediately upon becoming aware,

or upon becoming reasonably suspicious of, any fact or circumstance that indicates that the Operator, or any person associated with it:

20.34.1 becomes a Designated Person and / or;

20.34.2 is or could be involved in any contravention of Sanctions Laws.

20.35 The Operator on request by the Company, shall certify in writing compliance with sections 20.33 and 20.34 by the Operator and all persons associated with it. The Operator shall provide such supporting evidence of compliance as the Company may reasonably request.

Anti-Bribery, Corruption and Fraud:

20.36 The Operator shall:

20.36.1 comply with the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery and corruption, including ensuring that it has in place adequate procedures (construed in accordance with the Bribery Act 2010) to ensure compliance and use all reasonable endeavours to ensure that it complies with its internal and the Company policies relating to prevention of bribery and corruption as updated from time to time. Neither party shall make or receive any bribe or facilitation payment to a public official (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf. The Operator shall immediately notify the Company as soon as it becomes aware of or has reasonable grounds to suspect a case of bribery or corruption;

20.36.2 not engage in any activity, practice or conduct which would constitute fraud, including a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;

20.36.3 promptly notify the Company (in writing) if it becomes aware of any suspected or actual breach of section 20.36.2 or has reason to believe that it has received a request or demand to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023, in connection with its operations at the Airport; and

20.36.4 if requested, co-operate with and provide reasonable assistance to the Company to enable the Company to investigate, or respond to any requests from a relevant government department or agency to investigate, an alleged offence under 199 of the Economic Crime and Corporate Transparency Act 2023 in connection with

the Operator's operations at the Airport.

Modern Slavery:

- 20.37 The Operator undertakes warrants and represents on a continuing basis that:
- 20.37.1 neither the Operator nor any of its officers, employees, agents or subcontractors has: (a) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 20.37.2 it shall comply with the Modern Slavery Act 2015;
 - 20.37.3 it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Operator's obligations under this section 20.37. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Operator's obligations.

Data Protection:

- 20.38 In respect of Data Protection Laws, each party agrees that: a. each party is an independent controller in its own right in processing personal data in connection with these Conditions of Use; b. it will comply with its obligations under Data Protection Laws in connection with processing personal data in relation to these Conditions of Use; and c. for the purpose of these Conditions of Use, the terms "controller", "processor", "processing" (and cognate terms), "data subject", "personal data" and "supervisory authority" shall bear the meanings given to those terms in the UK GDPR.
- 20.39 In particular (and without limitation), the Operator shall ensure that any transfer of personal data to the Company complies with Data Protection Laws.
- 20.40 If a party ("**Receiving Party**") receives a request or enquiry from a data subject or supervisory authority which in fact relates to personal data or a copy of personal data of which the other party (the "Other Party") is the controller, the Receiving Party will promptly, to the extent permitted under applicable law, inform the Other Party of that enquiry, and the Other Party will respond to and address that request in line with the Other Party's obligations under applicable law.
- 20.41 In circumstances where the Company processes personal data as processor on behalf of the Operator in order to deliver services in accordance with these

Conditions of Use, both parties shall comply with the Company's processor clauses in respect of such processing, a copy of which can be obtained from the Company upon request. The Operator shall notify the Company in writing if the Operator considers that the Company is a processor in respect of any processing.

Miscellaneous:

- 20.42 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.
- 20.43 Airport Users shall comply with and shall ensure that their servants and agents comply with, all applicable Legislation, including in relation to their operations at the Airport and, in respect of Operators, their aircraft's approach to and departure from the Airport.
- 20.44 Without prejudice to any other right or remedy of the Company, if an Operator fails to pay the Charges when due or is otherwise in material breach of these Conditions of Use, the Company may at its discretion, without notice to that Operator, suspend or terminate all, or any part, of the provision of Airport services to that Operator.
- 20.45 The Airport is a level 2 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.
- 20.46 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. The Company provides no warranty as to the continued use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access to the public to the Airport or any part thereof without incurring any liability to the Operator.
- 20.47 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 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. Each Operator or Airline will ensure that ground handling is arranged in advance of arrival/departure of an Aircraft. Each Operator or Airline will ensure that ground handling is arranged in advance of arrival/departure of an Aircraft.

- 20.48 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 Total 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.
- 20.49 Where the Operator, Airline or its appointed Handling Agent fails to provide the information required under section 20.48 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.
- 20.50 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 section the persons entitled to benefit from this service are as defined in Regulation (EC) No 1107/2006.
- 20.51 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.
- 20.52 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 loss, 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 and Losses (consequential or otherwise) relating thereto.
- 20.53 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.

- 20.54 The Airport operates a system of generic service standards that define the standard of service provisions for certain elements of the Airport's infrastructure.

Liability:

- 20.55 For the purposes of sections 20.55 to 20.62, '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.

- 20.56 Subject to section 20.57, to the extent permitted by law neither the Company 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
- (i) 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 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.

- 20.57 Nothing in sections 20.55 or 20.56 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of the 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 Company, its employees, servants, agents or Affiliates done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

- 20.58 Subject to section 20.57, 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.

- 20.59 Subject to section 20.57, 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.
- 20.60 The Operator agrees to hold current and adequate insurance at all times when the Operator uses the Airport facilities and Services at the Airport to cover any and all liability excluded or limited under this section 20.55 – 20.61. Nothing in this section 20.60 shall preclude the Operator from fulfilling its insurance obligations through self-insurance.
- 20.61 Without prejudice to the generality of section 20.60 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.
- 20.62 Each part (including a sub section or part thereof) of sections 20.55 – 20.62

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

Confidentiality:

- 20.63 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other and disclosed or obtained as a result of the relationship of the parties under these Conditions of Use or any agreement covered by them and shall not use nor disclose the same save for the purposes of the proper performance of these Conditions of Use of any agreement covered by them or with the other's prior written consent.
- 20.64 Where disclosure of Confidential Information is made to any employee, consultant, sub-contractor or agent, it shall be done subject to obligations equivalent to those set out in these Conditions of Use and, if applicable, any additional terms in any agreement covered by these Conditions of Use and each party agrees to ensure that if the other so requests prior to such disclosure such employee, consultant, sub-contractor or agent enters into an agreement containing obligations equivalent to those set out in section 20.63. Each party shall use its best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. Each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made by it.
- 20.65 The obligations of confidentiality in sections 20.63 and 20.64 shall not extend to any matter which the disclosing party can show: (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions of Use or any agreement covered by them; (b) was in its written records prior to the commencement date of the relevant agreement covered by these Conditions of Use; (c) was independently disclosed to it by a third party entitled to disclose the same; or (d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

General:

- 20.66 All times are local.
- 20.67 Words denoting the singular number only shall include the plural and vice versa.
- 20.68 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.
- 20.69 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.

- 20.70 Except in relation to the rights provided in section 20.27, 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.
- 20.71 No failure or delay by the Company to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or as a waiver of a preceding or subsequent breach.
- 20.72 Any express waiver granted by the Company shall be construed strictly on its terms and shall not imply or require that any further or additional waiver will be given in respect of similar future matters.
- 20.73 These Terms shall be governed by, and construed in accordance with, the laws of England.
- 20.74 All disputes arising out of or relating to the Terms shall be subject to the exclusive jurisdiction of the English Courts.
- 20.75 References to a 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

21. Definitions

Ad-hoc means a single flight or a short series of flights that have been arranged for a specific purpose.

Affiliates means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

Air Traffic Service (ATS) Charge means the Charges referred to in Section 1.1, 2.1.1 and 3.1.1

Air Transport Movement (ATMs) means landings or take-offs of aircraft engaged on the transport of passengers, freight or mail on commercial terms. ATMs exclude General Aviation and Flying School aircraft movements.

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

Aircraft Parking Charge means the Charges referred to at Sections 1.3, 2.6 and 3.1.3 and timed from 'wheels on and wheels off' the runway.

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

Airport means East Midlands Airport.

Airport User means any Operator or other person using the facilities at the airport other than as a Passenger;

Based Airline means an airline which, in the opinion of the Company (whose decision shall be final) has its main operations or administrative base at the Airport and operates Aircraft that always flies from and returns to the Airport each day.

Charges means the Charges referred to in Sections 1 to 20 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 East Midlands International Airport Limited and any other company that is also a member of its Group operating at East Midlands Airport.

Conditions of Use mean these East Midlands Airport Schedule of Charges and Terms and Conditions of Use, Sections 1 to 21 (inclusive);

Confidential Information means the existence and substance of all information or data provided to either party by or on behalf of the other party or by a third party with the authority of that other party in connection with these Conditions of Use or any agreement covered by them, in any form or medium (whether in writing, orally, electronically or by any other means), whether before or after the commencement date of any agreement covered by these Conditions of Use and whether relating to the past, present or future, (including without limitation information of a commercial, marketing, financial, technical, operational or other nature intentions, ideas, plans, proposals, results, investigations, research, surveys, operations, processes, reports, statistics, know-how, trade secrets, software including source code, intellectual property rights and the terms of these Conditions of Use, any agreement covered by them and any documents referred to in them).

Data Protection Laws means the UK GDPR together with any legislation amending, supplementing or replacing the UK GDPR including but not limited to the Data Protection Act 2018 and Data (Use and Access) Act 2025 or otherwise in force from time to time in the United Kingdom relating to the privacy and/or processing of personal data.

Designated Person means a person that is listed on, or owned or controlled by a person listed on, a Sanctions List.

Disabled Persons and Persons of Reduced Mobility (PRM) Charge means the Charge referred to in Section 1.6.

Freight Aircraft means an Aircraft on which no fare-paying passenger is carried and is configured only to carry cargo and is either carrying cargo or positioning in/out empty to/from the Airport to operate a flight carrying cargo.

General Aviation Aircraft means any Aircraft not operating as an Air Transport Movement.

Group means East Midlands International Airport Limited, any subsidiary of East Midlands International Airport Limited, any holding company of East Midlands International Airport Limited any subsidiary of any holding company of East Midlands International Airport Limited, 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 function.

Loss includes all losses and liabilities of whatsoever nature, including (without limitation) direct loss, indirect loss, consequential loss, loss of profits, loss of business and loss of goodwill, damage, including (without limitation) 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.

Managing/Finance Director means the Managing Director and the Finance Director of the Company and such expressions shall include their respective nominated deputies from time to time.

Maximum Take Off Weight Authorised (MTOW) 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 weight at which the Aircraft may taxi, that weight shall be taken to be the MTOW. The charge for helicopters will be the same as that for a fixed wing Aircraft of the same MTOW. Where Charges relate to aircraft weight they will be assessed on the basis of the MTOW rounded up to the nearest tonne.

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 1.4.

Passenger Security Charge (PSC) means the charge referred to at Section 1.5.

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 as published twice annually by the CAA/NATS as a supplement to the UK AIP.

Rebate means the Rebates referred to in Section 5.

Rotation means an Aircraft arrival followed by the subsequent departure of that same Aircraft.

Runway Charge means the Charges referred to at Sections 1.2, 2.2.1, 3.1.2 and 4.

Sanctions Laws means all laws and regulations relating to economic or financial sanctions, trade sanctions, trade embargoes and export controls imposed, administered or enforced by the United Nations, the United Kingdom, the European Union (and any member state thereof) and the United State of America, and any other jurisdictions applicable.

Sanctions List means any sanctions list administered by the Office of Foreign Assets Controls of the US Department of Treasury, including the “Specially Designated Nationals and Blocked Persons” list; the United Kingdom’s Consolidated List of Financial Sanctions Targets or the “UK Sanctions List”; the European Union’s Consolidated Financial Sanctions List; the United Nations Security Council Consolidated List or any similar list issued or maintained or made public by any body responsible for implementing or overseeing financial sanctions in any other jurisdictions applicable.

Scheduled (Passenger) means scheduled according to a published timetable, including those supplementary to them, and open to use by members of the public, which operates to the same destination at least once a day, five days a week for at least 6 months of a Year and ‘Scheduled Passenger Service’ shall be construed accordingly.

Scheduled (Cargo) means scheduled according to a published timetable, including those supplementary to them, which operates with the same scheduled arrival and departure time to the same destination at least once a week, for at least 3 months of a Year.

Service means a Route operated to or from the Airport.

Summer Season means 1st April 2026 to 25th October 2026 inclusive and 29th March 2027 to 31st March 2027 inclusive.

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

Terms means the terms and conditions contained in Sections 1 to 20 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.

UK GDPR has the meaning given to that term in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT means Value Added Tax as set out in the Value Added Tax Act 1994 and any replacement thereof.

Visiting GA Aircraft means an aircraft which is not based at, and/or hangared at East Midlands Airport.

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

Winter Season means 26th October 2026 to 28th March 2027 inclusive.

Year means a 12 Month period commencing on 1st April 2026.

22. Contact Information

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