

TAG Farnborough Airport Limited

Terms and conditions

1 Information about us

1.1 We are TAG Farnborough Airport Limited a company registered in England & Wales with registration number 03454447 and whose registered office is at Business Aviation Centre, Farnborough Airport, Farnborough, Hampshire, GU14 6XA (**TAG**).

1.2 This document sets out the legal terms and conditions (the **Terms**) that will apply to any contract between:

1.2.1 TAG's Group and/or TAG's Associates (both, as defined below);

1.2.2 the Customer (as defined below); and

1.2.3 if applicable, the Handling Agent (as defined below) as agent for the Customer, for the supply of Services (as defined below) to the Customer (the **Contract**).

2 The Contract Process

TAG will confirm its acceptance of a Customer's order by sending the Customer and if applicable, the Handling Agent, an e-mail confirmation that confirms the provision of Services to the Customer in a form or manner materially similar to that appended to these Terms (the **Service Confirmation**) together with a link to or attaching a copy of these Terms. If you continue to instruct us after receiving the Service Confirmation then a Contract between TAG, the Customer and if applicable, the Handling Agent will be formed and you will be deemed to have accepted these Terms.

3 Services

3.1 TAG shall provide the Services to the Customer subject to these Terms.

3.2 Unless agreed in writing with the Customer or if applicable, the Handling Agent, time shall not be of the essence for the provision of any Service by TAG.

3.3 Any request made to TAG to provide Services shall be made by the Customer or by a Handling Agent on behalf of a Customer. Any person requesting Services that is not the Customer shall automatically and without further enquiry be deemed to be a Handling Agent.

3.4 Each Handling Agent represents and warrants to TAG that it is a duly authorised agent of the Customer and is entitled to bind that Customer in respect of all matters relating to the supply of the Services to the Customer by TAG. The Handling Agent acknowledges and accepts that any supply of Services made by or on behalf of TAG which is made without the imposition of VAT is made in reliance upon this representation and warranty and agrees that, in the event that the Handling Agent is in breach of this provision it will indemnify TAG in respect of any direct losses costs and expenses incurred as a consequence of such breach, and will forthwith pay to TAG the full amount of any applicable VAT and any penalties associated therewith.

4 **Charges and payment**

- 4.1 The Customer or if applicable, the Handling Agent, as agent of the Customer shall pay the appropriate Charges in consideration of the provision of Services.
- 4.2 All Charges are due and payable upon demand and in any event (whether a demand has been made or not) before the Aircraft departs from TAG's control unless otherwise agreed in advance and in writing.
- 4.3 All Charges are exclusive of VAT. If VAT is chargeable in respect of all or any of the amounts paid to TAG under the Contract, the Customer or if applicable, the Handling Agent, as agent of the Customer shall, upon receipt of a valid VAT invoice, pay to TAG such VAT at the rate for the time being and from time to time properly chargeable, in respect of the relevant supply of goods or Services by TAG. Reference to VAT includes reference to any other applicable taxes or levy.
- 4.4 If any Charge shall not be paid when due, TAG may (without prejudice to any other right or remedy):
- 4.4.1 charge interest thereon calculated daily from the date upon which the Charge first became due until the date of actual payment at the equivalent of the base rate of Lloyds Bank PLC plus 4%; or
- 4.4.2 not provide any further Services or part of the Services.
- 4.5 TAG may require the payment of a deposit (of such amount as TAG may consider appropriate in its absolute discretion) to be paid by the Customer or if applicable, the Handling Agent, as agent of the Customer in respect of any Charges prior to TAG providing or agreeing to provide any Service.
- 4.6 The method of payment shall be agreed between TAG and Customer or if applicable, the Handling Agent.
- 4.7 All Charges are payable by the Customer or if applicable, the Handling Agent, as agent of the Customer without any right of set off, notwithstanding any claim (howsoever founded) the Customer or if applicable, the Handling Agent, may have against TAG.
- 4.8 TAG may set off any outstanding Charges against any deposit received from the Customer or if applicable, the Handling Agent (whether or not paid in respect of the charges concerned).
- 4.9 TAG will charge the Customer's or if applicable, the Handling Agent's credit or debit card for all outstanding Charges.

5 **The Customer's obligations**

- 5.1 The Customer and if applicable, the Handling Agent, shall:
- 5.1.1 obtain and at all times comply with and maintain all necessary permits, licences and authorisations required for the Customer to enter into the Contract and receive the Services;

- 5.1.2 co-operate with and provide all reasonable assistance to TAG in all matters relating to the Services;
 - 5.1.3 instruct their staff and agents to co-operate with and assist TAG; and
 - 5.1.4 provide to TAG such information and documentation as TAG reasonably requires.
- 5.2 TAG may charge the Customer or if applicable, the Handling Agent, as agent of the Customer for any additional costs and expenses incurred by TAG and caused by changes in the Customer's or if applicable, the Handling Agent's instructions, failure to provide instructions, or failure to comply with clause 5.1.

6 **Lien**

- 6.1 TAG shall have a continual lien both particular and general for any Charges (including any interest payable thereon) of whatsoever nature and whensoever incurred which shall be or become due and payable to TAG upon either:
- 6.1.1 any aircraft (including its parts and accessories) in respect of which the Charges were incurred (whether or not incurred by the person who is the operator or owner at the time when the lien is exercised); or
 - 6.1.2 in the case of Charges incurred by the Customer or if applicable, the Handling Agent, any aircraft (including its parts and accessories) operated or owned by Customer at the time when the lien is exercised whether or not the Charges were incurred in respect of the aircraft, parts or accessories concerned.
- 6.2 The said lien shall not be lost by reason of any aircraft part or accessory departing from TAG's control but shall continue and be exercisable at any time when the aircraft, part or accessory concerned returns to TAG's control or land so long as any Charges (including interest) remain unpaid.
- 6.3 Should the payment of any such Charges or interest not be made to TAG within 14 days after a letter demanding payment has been sent by post addressed to the registered owner of the aircraft at any place where he carries on business, then, in addition to any rights which TAG might have at law, TAG may from time to time and in such manner as it thinks fit in its absolute discretion sell the aircraft and any of its parts or accessories in order to satisfy any such lien.

7 **Termination**

- 7.1 Notwithstanding clause 7.2, TAG may terminate the Contract immediately by written notice to the Customer or if applicable, the Handling Agent, if the Customer or if applicable, the Handling Agent, does not pay the deposit by the date specified in the Service Confirmation or elsewhere.
- 7.2 Without prejudice to its other rights or remedies TAG may terminate the Contract by written notice to the Customer or if applicable, the Handling Agent, if:
- 7.2.1 the Customer or if applicable, the Handling Agent, commits a material breach of its obligations under the Contract and (where the breach is capable of being

remedied) that breach has not been remedied within 10 (ten) Business Days following receipt of written notice giving particulars of the breach and requiring it to be remedied; or

7.2.2 the circumstances set out in clause 11 apply.

7.3 Termination or expiry of Contract shall not affect any rights or obligations which may have accrued prior to termination or expiry. The obligations of each party set out in any clause intended to survive such termination or expiry, including this 7.3 and clauses 6 (Lien), 8 (Liability), 9 (Dispute Resolution) and 16 (Governing law and jurisdiction) shall continue in full force and effect notwithstanding termination or expiry of the Contract.

8 **Liability**

8.1 Subject to clause 8.3 but otherwise notwithstanding any other provision of these Terms, neither party shall be liable to the other party or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under any statute or otherwise for or in respect of any indirect or consequential loss.

8.2 Subject to clause 8.3 and to the maximum extent permitted by law, TAG's aggregate liability, whether in contract (including under any indemnity or warranty), in tort (including negligence) under any statute or otherwise under or in connection with these Terms or the provision of the Services shall be limited to a maximum sum of £50 million.

8.3 The limits on liability set out in these Terms including in this clause 8 shall not apply in respect of:

8.3.1 any liability for death or personal injury resulting from a party's negligence;

8.3.2 any liability for fraud or fraudulent misrepresentation by a party;

8.3.3 any other liability to the extent which it cannot be lawfully excluded.

8.4 The Customer shall indemnify TAG against any claims, liabilities, cost and expenses in connection with Customer's operation of the Aircraft or the arrest detention, confiscation, forfeiture or seizure of the Aircraft other than by TAG.

9 **Dispute Resolution**

9.1 The parties shall resolve any dispute in relation to any aspect of, or failure to agree any matter arising in relation to, the Contract or any document agreed or contemplated as being agreed pursuant to the Contract (a **Dispute**) by first attempting to resolve such Dispute informally through discussion by the Customer's Representative and TAG's Representative, who shall meet with a view to resolving the Dispute.

9.2 If the individuals specified in clause 9.1 cannot resolve the Dispute completely within five Business Days of the Dispute being referred to them then the Dispute shall promptly be referred by either party to the Chief Operating Officer of the Customer and the Director of Airport Operations of TAG who shall meet with a view to resolving the Dispute.

9.3 If, within ten Business Days of the Dispute having been referred to the individuals specified in clause 9.2 no agreement has been reached, the dispute resolution process shall be deemed to have been exhausted in respect of the Dispute, and each party shall be free to

pursue the rights granted to it by the Contract in respect of such Dispute without further reference to the dispute resolution process.

9.4 The provisions of this clause 9 shall apply without prejudice to TAG's termination rights under clause 7.

10 **Insurance**

10.1 Customer shall:

10.1.1 be responsible at its own cost for insuring the Aircraft against all risks customarily insurable in respect of loss of or damage to such an aircraft, its engines, components and any spare parts, whether or not belonging to Customer, whilst such property shall be upon TAG's premises; and

10.1.2 have in effect and maintain liability insurance in respect of the Aircraft for a combined single limit in an amount of not less than £25 million (or equivalent) including aircraft third party legal liability insurance, passenger, baggage, cargo and general third party legal liability insurance.

10.2 The Customer shall maintain the insurance cover with a reputable insurer.

10.3 The Customer shall produce evidence to TAG on reasonable request of the insurance policies set out in this clause 10 and payment of all premiums due on each policy.

10.4 The Customer warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in this clause 10 being or becoming void, voidable or unenforceable.

11 **Force majeure**

TAG shall be exempt from any liability for any failure to perform its obligations in respect of the Services resulting from force majeure or any other cause outside of TAG's control including (but without limitation to) war, invasion, military force, revolution, insurrection, terrorism, fire, storms and acts of God, any delay in supply of materials, parts, tools or equipment beyond its control, labour disputes (including strikes and lock outs) whether threatened or actual and whether involving employees of TAG or others upon whom TAG may depend to fulfil its obligations and any statute, order or regulation issued by any government or local authority affecting TAG or any condition, bye-law, restriction or procedure imposed by the United Kingdom Ministry of Defence in respect of Farnborough Aerodrome. If such circumstances continue for a continuous period of more than six days, TAG may terminate the Contract by written notice to the Customer.

12 **Further assurances**

Each party shall from time to time execute such documents and perform such acts and things as may reasonably be required to give full effect to the provisions of the Contract and the transactions contemplated by it.

13 **Invalidity**

13.1 If any provision set out in these Terms is invalid or unenforceable under any law, the validity of the remainder of the Terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law.

13.2 The modified provision shall be enforceable and enforced, provided it does not impose on any party obligations or benefits that are materially greater than those provided under the original provision.

14 **Third Party Rights**

Other than TAG's Group and TAG's Associates, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15 **Waiver**

TAG's rights and remedies shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by TAG or by anything whatsoever except a specific waiver or release in writing TAG and any such waiver or release shall not prejudice or affect any other rights or remedies of TAG. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

16 **Governing law and Jurisdiction**

16.1 The Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees, for the sole benefit of TAG that the courts of England and Wales shall have jurisdiction over any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims), provided that:

16.2.1 nothing in this clause shall limit the right of TAG to take proceedings against the Customer or if applicable, the Handling Agent, in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction; and

16.2.2 that any proceedings relating to any dispute or claim, arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) instituted against TAG by the Customer or if applicable, the Handling Agent, shall be brought in the courts of England and Wales only.

17 **Definitions**

In these Terms, each of the following words shall have the following meanings:

Aircraft means the aircraft identified in the Service Confirmation.

Associate means any person, firm or company which is an associated company of TAG's Group within the meaning of sections 449 and 450 CTA 2010.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Charges means TAG's charges (including handling charges) as published from time to time (whether or not scheduled to these conditions) or as may be otherwise set out in the Service Confirmation. All Charges are stated exclusive of any Value Added Tax which may be chargeable thereon or any other duty, tax or levy imposed by any government or public authority.

Customer means the aircraft operator/owner identified in the Service Confirmation or if the identity of a specific Customer is unknown, the person on whose behalf the Handling Agent is acting and who owns or operates or controls the Aircraft as principal.

Customer Representative means such person as is notified in writing by the Customer to TAG from time to time.

Goods means any goods supplied or to be supplied by TAG to the Customer at the request of the Customer or the Handling Agent on behalf of the Customer (whether or not included in the Service Confirmation).

Handling Agent means the person identified in the Service Confirmation or otherwise identified to TAG requesting the supply of Services and/or Goods from TAG in respect of the Aircraft (if identified) and on behalf of a Customer.

Service means any services and/or goods supplied or to be supplied by TAG to the Customer at Customer's request or the Handling Agent on behalf of the Customer (whether or not included in the Service Confirmation).

TAG's Group means TAG, any subsidiary of TAG, any holding company of TAG and any subsidiary of any holding company of TAG, from time to time.

TAG Representative means such person as is notified in writing by TAG to the Customer from time to time.

TFM means TAG Farnborough Maintenance Limited.

Pro-forma Service Confirmation

This Service Confirmation confirms the Services that will be provided to you subject to our legal terms and conditions, which can be accessed at [\[insert hyperlink\]](#).

If you continue to instruct us after receiving this Service Confirmation you will be deemed to have accepted our legal terms and conditions.

1 **Customer**

[Insert details of the Customer]

2 **Handling Agent**

[Insert details of the Handling Agent]

3 **Aircraft**

[Insert details of the Aircraft]

4 **Services / Goods**

[Insert details of the goods and services]

5 **Date of provision of Services / Goods**

[Insert details of the date]

6 **Charges**

[Insert details of the Charges]

7 **Deposit**

[Insert details of the deposit]