

8<sup>th</sup> March 2012



## LONDON SOUTHEND AIRPORT COMPANY LIMITED

### CONDITIONS OF USE

#### PREFACE

This preface is not part of the Conditions of Use.

1. This edition replaces the previous Conditions of Use.
2. Conditions of Use for Southend Airport are contained in this document. The main points are:
3. The Unfair Contract Terms Act 1977 affect terms or notices which exclude or restrict liability for negligence. London Southend Airport Company Ltd (hereinafter referred to as "L.S.A.C.L.") draw the attention of potential users of their airport to Clause 2.6 of the Conditions of Use which exclude L.S.A.C.L.'s liability in certain circumstances.
4. Section 88(1) of the Civil Aviation Act 1982 entitles aerodrome managers to detain aircraft for the non payment of 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".

Section 88(2) requiring the aerodrome authority to release such aircraft on receipt of sufficient security for the payment of the charges which are alleged to be due.

Please see Clause 2.14 of the Conditions of Use for further details.



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5. London Southend Airport is owned by Stobart Airports Limited and is managed by its subsidiary London Southend Airport Company Limited and by persons specifically authorised by them.
6. The use of any facilities at London Southend Airport whether airside or landside other than as a passenger constitutes acceptance of these Conditions of Use.

## **1. INTERPRETATION**

- 1.1 "L.S.A.C.L." shall mean London Southend Airport Company Limited company number – 02881745) whose registered office is at Stretton Green Distribution Park, Langford Way, Appleton, Warrington, Cheshire, UK WA4 4TZ).
- 1.2 "Operator" in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.3 "Flight" has the same meaning as in the Air Navigation (No.2) Order 2000, as amended.
- 1.4 Reference to a "Certificate of Airworthiness" shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.
- 1.5 "Maximum Total Weight Authorised" in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take off in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Airworthiness for the time being in force in respect of the aircraft.
- 1.6 "Flight Classification" means classification within the following categories:
  - 1.6.1 "Domestic Flight" means a Flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (but excluding any offshore oil or gas rig) and there is no intermediate landing outside these areas;
  - 1.6.2 "International Flight" means all flights other than Domestic Flights.
- 1.7 "Passenger" means any person carried on an aircraft with the exception of the Flight crew and cabin staff operating the aircraft Flight.
- 1.8 "International Departing Passenger" means any passenger who boards the aircraft through the international departures lounge at the airport of departure or whose destination is a place outside the United Kingdom, Channel Islands or the Isle of Man. This definition will be applied in all cases for determining departing passenger charges notwithstanding that such a passenger may be travelling on a Domestic Flight as defined in paragraph 1.6.1 above.

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- 1.9 "Transit Passenger" means a passenger who arrives at the Airport in an aircraft and departs from the Airport in the same aircraft, where such an aircraft is operating a through Flight transiting the Airport and includes a passenger in transit through the Airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.
- 1.10 "Terminal Departing Passenger" means any passenger aboard an aircraft at the time of take-off, other than a Transit Passenger.
- 1.11 "The Time of Landing" means the time recorded by the Air Traffic Services as the time of touch down of an aircraft, and the "Time of Take-Off" means the time recorded by the Air Traffic Services as the time when the aircraft is airborne.
- 1.12 "Air Transport Movements" are landings or take-offs of aircraft engaged in the transport of passengers, cargo or mail on commercial terms. All scheduled movements including those operated empty, loaded charter and air taxi movements are included. For the purposes of these statistics where Flights are operated on a sub-charter basis the Operator is identified according to the Flight number.
- 1.13 "Jet Aircraft" means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.14 "Non-jet Aircraft" means an aircraft which is not a Jet Aircraft.
- 1.15 "General Aviation Flight" means any Flight (except military) which is not a scheduled or non-scheduled service.
- 1.16 "Schedules of Charges" means the Schedules annexed hereto.
- 1.17 Reference to "the Airport" and "Southend Airport" shall mean the Aerodrome 1.5 NM N of Southend-on-Sea as described in Schedule 1 of CAA Aerodrome Licence no. P893.
- 1.18 "Conditions" means these Conditions of Use and the Schedules attached thereto.
- 1.19 'Legislation' means
  - 1.19.1 all Acts of Parliament; and
  - 1.19.2 all Statutory Instruments; and
  - 1.19.3 any regulations or directions made pursuant to such Acts of Parliament or Statutory Instrument; and
  - 1.19.4 all directly applicable EU Regulations; and
  - 1.19.5 all regulations and requirements of any competent authority in each case as the same are amended, re-enacted or otherwise in force from time to time.
- 1.20 "Engine NOx Emission" means the figure expressed in kilograms for emissions of oxides of nitrogen for the relevant engine derived from ERLIG recommended sources and which in the case of Jet aircraft engines of 26.7n thrust or more are based on the standardised ICAO landing and take off cycle as set out in ICAO Annex 16 Volume II published in Document 9646 AN1943 (1995) as amended.

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## **2. GENERAL CONDITIONS**

2.1 The use of the Airport is subject to the following conditions:

- 2.1.1 Operators shall comply with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom AIP, NOTAMS and the current Air Navigation Order and Regulations.
- 2.1.2 Operators shall comply with Airport Byelaws, the Airport Aerodrome Manual, Manual of Air Traffic Services Part 2, instructions, orders or directions including Managing Director's instructions and Southend Airport General Notices published from time to time by L.S.A.C.L., which may supplement vary or discharge any of the terms and conditions of use set out herein.
- 2.1.3 Operators shall comply with, and shall ensure that their servants and agents comply with, all applicable Legislation in relation to their operations at the airport and their Aircraft's approach to and departure from the airport.
- 2.1.4 The Operator shall, or shall ensure that its appointed handling agent, furnish on demand in such form as L.S.A.C.L. may from time to time determine the details of the engine NOx emissions in respect of each aircraft owned by the Operator.

### **Applicability of Conditions of Use**

**The use of any facilities at the Airport whether airside or landside other than as a passenger constitutes acceptance of these Conditions of Use.**

### **Insurance**

**The Operator shall take out and maintain passengers and third party liability insurance in respect of each of its Aircraft at the airport in at least the sum specified by the CAA (or if greater any other competent authority or such amount as L.S.A.C.L. shall reasonably specify) in respect of any one event.**

### **Liability**

**Neither L.S.A.C.L., nor its respective servants or agents shall be liable for the loss of or the damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the Airport or is in the course of landing or taking-off at the Airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of L.S.A.C.L., its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.**

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**In any event neither L.S.A.C.L. nor its respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit) suffered by an Operator.**

**L.S.A.C.L. 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.**

#### **Wake Vortices**

**Operators shall be responsible for injury and damage to property sustained as a result of wake vortices generated by their Aircraft.**

- 2.2 The Operator shall pay the appropriate charges for the landing, parking or housing of aircraft, as set out below and in the Schedules of Charges. The Operator shall also pay the appropriate charge for any supplies, services or facilities provided to him or to the aircraft at the Airport by or on behalf of L.S.A.C.L.; the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) be those as may from time to time be determined by L.S.A.C.L. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by L.S.A.C.L. shall be payable to L.S.A.C.L. on demand and, whether a demand has been made or not, before the aircraft departs from the Airport.
- 2.3 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to the Airport as if no such tax or charge had been imposed.
- 2.4 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 L.S.A.C.L., L.S.A.C.L shall have a continual lien both particular and general for all charges of whatsoever; and whensoever incurred which shall be or become due and payable to L.S.A.C.L. upon either:
  - 2.4.1 The aircraft, its parts and accessories in respect of which the charges were incurred whether or not they were incurred by the person who is the operator at the time when the lien is exercised, or

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- 2.4.2 Any other aircraft, its parts and accessories of which the operator in default is the Operator at the time when the lien is exercised and the said lien shall not be lost by reason of the aircraft departing from the land under L.S.A.C.L.'s control but shall continue and be exercisable at any time when the aircraft has returned to and is upon any such land at the Airport so long as any of the said charges, whether incurred before or after such departure, shall remain unpaid.
- 2.5 If payment of any such charges is not made to L.S.A.C.L. within 21 days after a letter demanding payment thereof has been sent by post addressed to the registered owner of the aircraft at any place at which he carries on business, L.S.A.C.L. shall be at liberty from time to time and in such manner as it shall think fit, to sell, remove, destroy or otherwise dispose of the aircraft and any of its parts and accessories in order to satisfy any such lien.
- 2.6 L.S.A.C.L. shall be entitled to charge interest or any charges payable pursuant to the terms hereof which have not been paid in accordance with any written arrangements for payment made between L.S.A.C.L. and the Operator or, in the absence of such arrangements, within the time for payment of such charges stipulated on the invoice rendered by or on behalf of L.S.A.C.L. of such charges. Interest will be calculated on a daily basis from the date upon which the charges became due for payment until the date of payment for the charges (both dates inclusive) at the base rate of Royal Bank of Scotland pic for the time being prevailing plus 3% and such interest shall be paid by the Operator at the same time as the charges to which it relates.
- 2.7 Neither L.S.A.C.L., nor its respective servants or agents shall be liable for loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring which the aircraft is on the Airport or is in the course of landing or taking off at the Airport, or being removed or dealt with elsewhere for the purpose of paragraph 2.4, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of L.S.A.C.L., its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result. In any event, neither L.S.A.C.L. nor its respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit suffered by an Operator).
- 2.8 The Operator or its appointed handling agent shall furnish to L.S.A.C.L., in such form as L.S.A.C.L. may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the Airport of L.S.A.C.L. with 24 hours of each of those movements, including information about the number of terminal and transit passengers (including children and infants) and the volume of cargo and mail embarked and disembarked at the Airport, together with the name and address of the operator who is to be invoiced.

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- 2.9 The Operator or its appointed agent shall also furnish on demand in such form as L.S.A.C.L may from time to time determine fleet details, including but not limited to details of Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator.
- 2.10 The Operator or its appointed agent shall also furnish without delay details of any changes in the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the Operator.
- 2.11 Where the Operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, L.S.A.C.L. shall be entitled to assess the charges payable hereunder by the Operator by reference to the Maximum Total Weight Authorised the maximum passenger capacity of the aircraft type. The Operator shall pay the charge assessed by L.S.A.C.L.
- 2.12 The Operator or its appointed handling agent shall furnish to L.S.A.C.L. within 21 days of a written request made by L.S.A.C.L. copies of aircraft load sheets to enable verification of all details with respect to passengers carried on any or all Flights departing from the Airport during a specified period. This provision shall also apply to the furnishing of copies of extracts from aircraft flight manuals to enable verification of aircraft weight and noise characteristics. The Operator shall following a request in writing made by L.S.A.C.L. produce for inspection by any person duly authorised in writing by L.S.A.C.L. the original copies of such documents. Where the Operator or his agent fails to provide the information required in this paragraph 2.12 within the period stipulated herein, the Airport shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger capacity and the Maximum Total Weight Authorised of the Aircraft type.
- 2.13 **Operational Data**
- 2.13.1 The Operator shall also provide or ensure that its handling agent provides to L.S.A.C.L. details of all aircraft operations by the timely transmission of complete and accurate operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communications standards.
- 2.13.2 The required operational data includes:
- aircraft registration (including aircraft substitutions)
  - variations to schedule (including flight number, aircraft type, route and scheduled time of operation)
  - estimated times of operation

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- actual times of arrival (on runway)
- actual times on and off stand and time of ATC clearance to start engines and push back
- stand departure delays greater than 15 minutes including complete delay codes
- turnaround linked flight numbers and registrations (including changes)

2.13.3 The following data is also required:

- advance passenger details – forward booking information
- misconnected baggage information – MSF world tracer report

2.13.4 The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	AD HOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
MSF	WORLD TRACER FAULT STATION LOG		

2.13.5 L.S.A.C.L. IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

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Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	011

2.13.6 Messages to be sent as follows:

Address SENSOCR	MVT, LDM, SLS, DIV,ASM
Address SENSOCR	PTM, MSE, PSM and forward booking information

2.14 The Operator must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between your Departure Control Systems (DCS) and L.S.A.C.L. and:

- (a) take all reasonable steps to ensure that accurate data is contained within your central systems (including any websites) and the DCS at all times;
- (b) ensure that in the event of flight cancellation, your DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to L.S.A.C.L. as soon as reasonably possible after the cancellation is identified; and
- (c) where you make any change to or replacement of your DCS that has a risk of impacting the wider airport community, you must notify L.S.A.C.L. in advance.

#### 2.15 Common Facilities

2.15.1 At the Airport, where a single, shared departures lounge (Common Departure Lounge) for domestic and international passengers is in use, we will operate a validation system for persons travelling on flights departing to destinations in the United Kingdom. This is to mitigate any potential risk of persons entering the United Kingdom illegally.

2.15.2 The Operator or their appointed handling agent must use best efforts to inform\* their domestic passengers that they will be required to enrol and validate their identity using such approved methods as are prescribed by us and notified to airlines in order to proceed beyond the ticket presentation point and subsequently to board their flight. Passengers who refuse to enrol and validate their identity will be refused entry beyond the ticket presentation point and will be unable to board their flight from the applicable terminal.

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2.15.3 \*As a minimum, the Operator must state these Conditions on their website, and/or notify passengers at ticket points of sale within your control.

2.16 The Operator shall not without the express written consent of L.S.A.C.L. be entitled in respect of any claim he may have against L.S.A.C.L. or otherwise to make any set-off against or deduction from the charges provided for in these Conditions. He must pay such charges in full pending resolution of any such claim.

2.17 Under the Civil Aviation Act 1982, L.S.A.C.L. has the power to detain aircraft where default is made in the payment of Airport charges. The power relates to aircraft in respect of which charges were incurred (whether or not they were incurred by the person who is the Operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the Operator at the time the detention begins.

### **3. LANDING CHARGES**

3.1 Charges for the landing of aircraft at the Airport are shown in the Schedules of Charges.

3.2 The weight charge on landing will be assessed and payable on the basis of the Maximum Total Weight Authorised (see paragraph 1.5).

3.3 All sums due which are not paid on the due date shall bear interest from day to day at the annual rate of 3% over the current Royal Bank of Scotland daily rate from the date when such sums were due until the date of payment (both dates inclusive).

3.4 Where an aircraft Operator has not used the Airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations), the Managing Director, or his nominated deputy of L.S.A.C.L. may at his discretion, require a deposit to be lodged with L.S.A.C.L. before Flights by that Operator commence. Any such deposit shall be paid to L.S.A.C.L. and shall be in such a sum as the Managing Director or his nominated deputy shall consider to be equivalent to the anticipated charges that the aircraft Operator shall incur (based on the anticipated number and type of Flight planned) for 3 months of operations by that Operator. Such deposit or the balance then remaining shall be refunded to the operator when 12 months of service have been completed in accordance with these Conditions of Use or when the Operator ceases to operate any Flights from the Airport (whichever shall first occur) subject to the right of L.S.A.C.L. (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above provisions.



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#### **4. SURCHARGES**

##### **4.1 Noisy Aircraft**

4.1.1 Operators should note that civil subsonic Jet Aircraft with a take off mass of 34,000 kg or more (with more than 19 passenger seats) operating in the UK are required to be certified as Chapter 3 or Chapter 4 in accordance with the Aerospace Noise Regulations 1999 as amended. Aircraft not meeting this requirement are prohibited from any UK Airport unless granted an exemption by the UK CAA.

4.1.2 Where it appears to the Managing Director, or his nominated deputy, that an aircraft may not comply with the noise certification standards set out under paragraph 4.1.1 above, a surcharge (specified in the Schedules of Charges from time to time) of the charge on landing calculated in accordance with the Schedules of Charges will be levied, unless documentation attesting compliance with noise certification standards is produced. Documents should be sent to the Managing Director.

4.1.3 At Southend, aircraft departures which infringe noise thresholds or aircraft of Operators that flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPR's) prescribed for the airport, both as measured by the noise and track monitoring system operated by L.S.A.C.L., may be subject to supplemental charges promulgated in the Schedules of Charges.

##### **4.2 Exceptional Policing Requirements**

4.2.1 Where any Flight imposes an additional policing requirement over and above the services normally provided at the Airport, the Managing Director, or his nominated deputy, may require the Operator to pay a charge equivalent to the additional identified cost of policing that Flight.

#### **5. HOUSING AND PARKING CHARGES**

5.1 Where accommodation for the housing of aircraft is available, information about the charges payable may be obtained from the Managing Director, or his nominated deputy.

5.2 The charge for parking of aircraft at the Airport will be assessed and payable on the basis of the Maximum Total Weight Authorised (see paragraph 1.5).

5.3 The parking charges will be based on the total number of days or part days that the aircraft has been parked on areas designated as Airport parking areas.

5.4 These charges will apply whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.

5.5 At Southend Airport, parking charges will accrue two hours after landing.

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- 5.6 The standard charges for parking an aircraft will be assessed and payable in accordance with the charges set out in the Schedules of Charges.
- 5.7 The Managing Director, or his nominated deputy, may at any time order an aircraft Operator either to move a parked aircraft to another position or remove it from the Airport. Failure to comply with the order within the period specified in it will render the Operator liable to a special charge which will be notified to the aircraft Operator at the time of the request to move the aircraft.
- 5.8 No aircraft will be accepted for housing or long-term parking unless agreement has been obtained in writing from the Managing Director or his nominated deputy.

## **6. OTHER CHARGES**

- 6.1 Night surcharges, training and overshoot fees, security charges, passenger load supplements, rescue and fire service charges, aircraft handling fees, passenger handling fees, aircraft de-icing charges and aircraft cleaning charges may be payable as further detailed in the Schedules of Charges.

## **7. REMOVAL OF AIRCRAFT**

- 7.1 Subject to approval from the Air Accident Investigation Branch, where relevant, L.S.A.C.L. reserves the right to remove any aircraft stranded on the runway, taxiways or apron to an alternative location within the Airport so as to avoid disruption to other users of the Airport and to ensure the smooth running of the Airport.

## **8. AIRPORT SLOTS**

- 8.1 The availability of airport slots at the Airport will be allocated in accordance with the Airports Slots Allocation Regulations 1993 as modified from time to time. Any assignment or transfer of slots so allocated will require written approval of the Managing Director or his nominated deputy whose approval may be subject to such conditions as he, in his absolute discretion, shall think fit.

## **9. REBATES**

- 9.1 Nothing in these Conditions shall prevent the Managing Director or his nominated deputy, at his sole discretion, to abate or waive either wholly or in part the charges or surcharges set out in the Schedules of Charges hereto, any said abatement and waiver being set out in writing and signed by the Managing Director or his nominated deputy.

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**10. VALUE ADDED TAX**

10.1 The charges stated herein are exclusive of any Value Added Tax which may be chargeable in accordance with the provision of the Value Added Tax Act, 1994 as amended by subsequent Finance Acts or with any Orders, Regulation or VAT Notices made thereunder or by virtue of any Act replacing or amending the same.

**11. AUTHORITY TO BOARD AIRCRAFT**

11.1 L.S.A.C.L., its servants or agents, shall have authority to board an aircraft at the Airport for any purpose connected with the operation of the Airport and may require an Operator to pay the costs so incurred by it.

**12. VARIATIONS**

12.1 L.S.A.C.L. reserves the right at any time to amend vary or discharge any of the terms and conditions of use set out herein.

**13. ENQUIRIES ON THE GENERAL CONDITIONS**

13.1 Any enquiries should be addressed in the first instance to the Managing Director's office.

**14. LAW AND JURISDICTION**

14.1 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in England and shall be governed by and construed in accordance with the laws of England and Wales. The Airport and Operator hereby submit to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these conditions or their subject matter (including any non-contractual disputes or claims).

**15. APPOINTMENT OF PROCESS AGENT**

15.1 Where (i) the Operator's aircraft is registered outside the United Kingdom and (ii) the aircraft has a Maximum Total Weight Authorised of greater than or equal to 10,000 kg, the Operator shall provide the L.S.A.C.L. with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on its behalf. The notification of an agent under this condition shall be irrevocable unless replaced with another agent resident in England and Wales and notified to L.S.A.C.L. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

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## **16. ENGINE TESTING**

### **Introduction**

- 16.1 This is the Engine Testing Best Practice Plan as required by Clause 3.45 of the Second Schedule of the Section 106 Agreement dated 30 April 2010. The S106 Agreement includes definitions of a number of parties, events and activities which are referred to in this Plan.
- 16.2 This Engine Testing Best Practice Plan is part of the Quiet Operations Policy which, as a whole, is required to be implemented in accordance with Clauses 3.3 and 3.4 of the Second Schedule of the S106 Agreement.
- 16.3 The S106 Agreement requires that the Engine Testing Best Practice Plan shall be submitted to Rochford District Council and Southend-on-Sea Borough Council for their approval before the Runway Extension is commenced and that the Plan shall include the method, duration, location, programme for implementation and timing of such engine testing.
- 16.4 The Airport has prepared a Noise Action Plan in accordance with the Environmental Noise (England) Regulations 2006. The draft Noise Action Plan has been the subject of consultation and is currently (as at April 2011) with Secretary of State for Environment, Food and Rural Affairs for approval. The draft Noise Action Plan is mainly concerned with airborne aircraft noise, but it does include the proposed times when engine testing is to be permitted.

### **Engine Testing**

- 16.5 For the purposes of this Plan, engine testing is defined as the running of engines of aircraft specifically for the purposes of testing to ensure that they are operating correctly as part of maintenance activity. It does not include the running of engines before the departure or after the arrival of an aircraft. Note that take off and landing (including reverse thrust) and ground operations are covered by other parts of the Quiet Operations Policy.
- 16.6 Ground Operators are defined in the S106 Agreement as those whose activities at the Airport have noise implications including but not limited to operations staff, airlines, air traffic control, tenants/users and other operators.
- 16.7 Except as required during normal aircraft operations when flight is immediately intended, or as part of an after landing engine shutdown routine, engine ground running by aircraft is subject to strict control and is prohibited at certain times and must have specific clearance by ATC

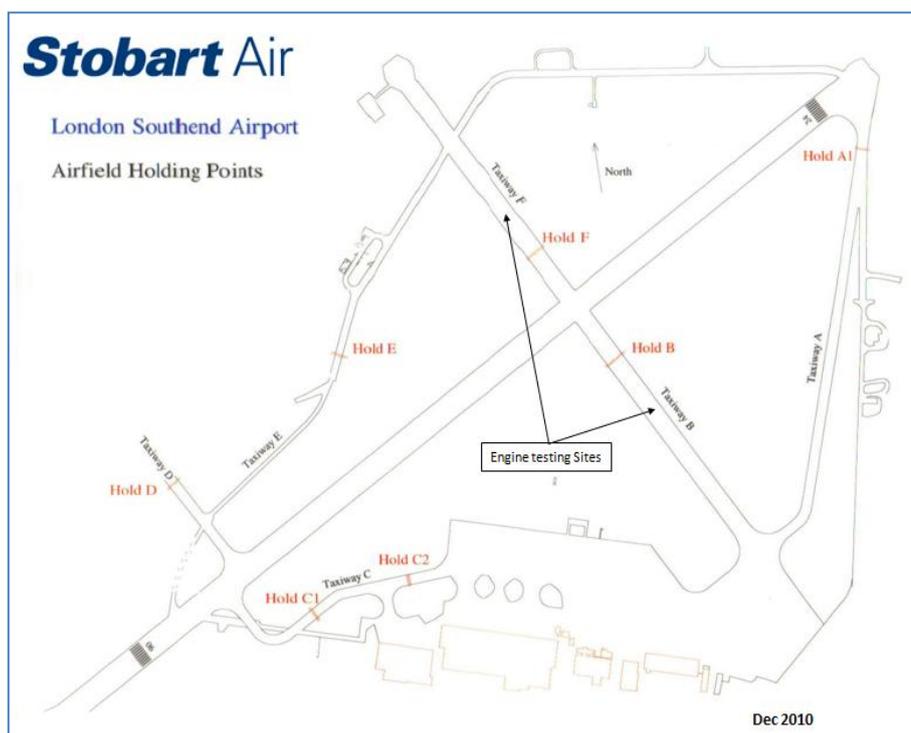
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16.8 The method of engine testing is that aircraft will manoeuvre (either under their own power or towed) to the defined location where they will park with brakes on normally facing into the wind direction. Engines will then be operated at various throttle settings. The duration of the full test may be up to 90 minutes, but high throttle settings will normally only be set for a maximum of 15 minutes.

16.9 Engine testing will not be permitted:

- (a) Between 2000 hours and 0800 hours on Monday to Saturday
- (b) Between 1800 hours on Saturday and 0900 hours on Sunday
- (c) Between 1800 hours on Sunday and 0800 hours on Monday
- (d) Between 1055 hours and 1105 hours on 11 November

16.10 Engine testing may take place only on Taxiways B and F, unless otherwise agreed by the Airport, as shown on the plan below.



### Timetable

16.11 It is proposed that this Engine Testing Best Practice Plan shall be implemented within 6 months of its approval by Rochford District and Southend Borough Councils, such that it will take effect in advance of the expected date for the opening of the extended runway but around the time that the new Terminal and associated stands, apron and taxiway development on the east side of the airport come into operation

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### **Review**

16.12 It is proposed that this Engine Testing Best Practice Plan shall be reviewed five years after the date at which the extended runway is opened. The review shall include an analysis of records of activity and complaints. The review shall be submitted to Rochford District Council and Southend-on-Sea Borough Council and, together with any additional control measures that may be identified, for approval in writing by the Councils. The Airport will implement measures identified by the approved review in accordance with the time scales identified in the review. The Engine Testing Best Practice Plan shall be reviewed prior to the expiry of the 5 year period set out in para 12 upon request of one or both Councils such request being made on the basis of the level or nature of complaints received. The review will be conducted as above.

### **Enforcement**

16.13 The Airport will publish the rules contained in the Engine Testing Best Practice Plan as an Airport Managing Director's Notice. This Notice is provided to all operators and tenants/users. The rules will also be incorporated into the Airport's fees and charges and conditions of use.