



## **Terms and Conditions of Use**

## Contents

Page 3	Preface
Page 4	Interpretation
Page 5	General Conditions
Page 6	Landing Charges
Page 7	Housing and Parking Charges
Page 7	Rebates
Page 7	VAT
Page 7	Authority to Board Aircraft
Page 7	Insurance
Page 8	Variations
Page 8	Enquiries on the General Conditions
Annex 1	Noise Abatement Procedures

## Conditions of Use

### Preface

This preface is not part of the Conditions of Use.

1. Use of Redhill Aerodrome by aircraft operators is, at all times, subject to these Conditions of Use, together with those conditions and procedures that are published in the United Kingdom Aeronautical Information Publication (AIP). Copies are available on request from the SATCO. These Conditions will be reviewed annually and Redhill Aerodrome Limited (RAL) reserves the right at its discretion to modify or add to the Conditions from time to time as and when deemed necessary. In his respect, RAL has a commitment to exercise its statutory powers to introduce noise control schemes to mitigate the effect of aircraft noise and to take action against aircraft operators in breach.

2. This edition replaces the any previous Conditions of Use and is effective from 1 June 2019.

3. Conditions of Use for Redhill Aerodrome are contained in this document. The main points are:

4. The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. Redhill Aerodrome Ltd (hereinafter referred to as "RAL") draws the attention of potential users of the aerodrome to Clause 2.6 of the Conditions of Use that exclude RAL's liability in certain circumstances.

5. 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) requires the aerodrome authority to release such aircraft on receipt of sufficient security for the payment of the charges which are alleged to be due.

6. The Civil Aviation Authority licences Redhill Aerodrome for use only by Redhill Aerodrome Ltd as Licensee and by persons specifically authorised by them.

7. This edition replaces all previous Conditions of Use.

## 1. Interpretation

1.1 "RAL" means Redhill Aerodrome Limited.

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 Order 2016, 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 anywhere in the world 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 "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.

1.9 "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.

1.10 "Jet aircraft" means an aircraft other than a helicopter having a turbo jet or turbo fan engine.

1.11 "Non-jet aircraft" means an aircraft that is not a jet aircraft.

1.12 "General Aviation flight" means any flight (except military) that is not a scheduled or non-scheduled service.

1.13 "Published Charges" means set out in RAL Aerodrome Operators' Memo annexed hereto or separately available.

## 2. General Conditions

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

2.1.1 Compliance with the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Aeronautical Publication, and

2.1.2 Compliance with any Aerodrome Byelaws, Aerodrome Manger's instructions, orders or directions published from time to time by RAL, the UK Civil Aviation Authority or the Department for Transport.

2.2 The operator shall pay the appropriate charges for the landing, parking or housing of aircraft, as set out below. The operator shall also pay the appropriate charge for any supplies, services or facilities provided to him or to the aircraft at the aerodrome by or on behalf of RAL; 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 RAL. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by RAL shall be payable to RAL on demand and, whether a demand has been made or not, before the aircraft departs from the Aerodrome.

2.3 So long as the aircraft, its parts and accessories, shall be upon the Aerodrome or upon any land within the aerodrome allotted by or rented from RAL, RAL 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 RAL upon either:

2.3.1 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

2.3.2 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 RAL'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 Aerodrome so long as any of the said charges, whether incurred before or after such departure, shall remain unpaid.

2.4 If payment of any such charges is not made to RAL within 14 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, RAL 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. RAL reserves the right to recover reasonable legal and administrative costs incurred in respect of the lien.

2.5 RAL 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 RAL 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 RAL 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 Barclays Bank plc 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.

2.6 Neither RAL, 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 Aerodrome or is in the course of landing or taking off at the Aerodrome, 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 RAL, its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

2.7 The operator or its appointed handling agent shall furnish to RAL, in such form as RAL may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the Aerodrome of RAL with 24 hours of each of those movements, including information about the number of terminal and transit passengers and the volume of cargo and mail embarked and disembarked at the Aerodrome, together with the name and address of the operator who is to be invoiced.

2.8 The operator or its appointed agent shall also furnish on demand in such form as RAL may from time to time determine details of maximum total weight authorised in respect of each aircraft owned or operated by the operator.

2.9 The operator or its appointed handling agent shall also furnish without delay details of any changes in the maximum total weight authorised in respect of each fixed-wing aircraft owned or operated by the operator.

2.10 Where the operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, RAL 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 RAL.

2.11 The operator or its appointed handling agent shall furnish to RAL within 21 days of a written request made by RAL copies of aircraft load sheets to enable verification of all details with respect to passengers carried on any or all flights departing from that Aerodrome 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 RAL produce for inspection by any person duly authorised in writing by RAL the original copies of such documents.

2.12 The operator shall not without the express written consent of RAL be entitled in respect of any claim he may have against RAL 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.

### **3. LANDING CHARGES**

3.1 Charges for the landing of aircraft are published annually and displayed on the RAL web site. Hard copies are available in request to the SATCO.

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).

#### **4. HOUSING AND PARKING CHARGES**

4.1 Where accommodation for the housing of aircraft is available, information about the charges payable may be obtained from the SATCO.

4.2 The charge for parking of aircraft at the airports will be assessed and payable on the basis of the maximum total weight authorised (see paragraph 1.5).

4.3 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 parking areas.

4.4 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.

4.5 Parking charges will accrue outwith the Aerodromes published hours of availability in the UK AIP

4.6 The standard charges for parking an aircraft will be assessed and payable in accordance with the charges set out in the published charges.

4.7 The SATCO, 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 Aerodrome. 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. REBATES**

5.1 Nothing in these Conditions shall prevent the Aerodrome Manager, or SATCO at their discretion, to abate or waive either wholly or in part the charges or surcharges set out in the published charges.

#### **6. VALUE ADDED TAX**

6.1 The charges stated herein are exclusive of any Value Added Tax that 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.

#### **7. AUTHORITY TO BOARD AIRCRAFT**

7.1 RAL, its servants or agents, shall have authority to board an aircraft at the Aerodrome for any purpose connected with the operation of the Aerodrome and may require an operator to pay the costs so incurred by it.

#### **8. INSURANCE**

8.1 RAL requires the operator to take out and maintain at all times passenger and third party liability insurance in respect of any aircraft used or operated at the Airport by the operator in such amounts not being less than £5,000,000 (light aviation aircraft) or

£10,000,000 (business aviation aircraft) in accordance with EC Regulation No. 785/2004 in respect of any one event but shall in each case be at such levels as RAL at its complete discretion deems to be reasonable by the virtue of the size and type of aircraft used or operated by the operator at the Aerodrome and the operator shall from time to time on demand produce evidence of such insurance to RAL. Further the operator shall at all times fully indemnify and keep indemnified RAL against any breach of this clause without prejudice to any other rights RAL shall have under these Terms and Conditions whether or not such rights are enforced by RAL.

8.2 RAL also requires the operator of any motor vehicle driven airside to take out and maintain at all times a third party liability insurance of not less £1,000,000. These vehicles must be maintained to an MOT standard and proof of this maintenance must be produced to RAL on demand.

## **9. VARIATIONS**

9.1 RAL reserves the right at any time to amend vary or discharge any of the terms and conditions of use set out herein.

## **10. ENQUIRIES ON THE GENERAL CONDITIONS**

10.1 Any enquiries should be addressed in the first instance to the SATCO's office.

Issued on behalf of RAL by

A handwritten signature in black ink, appearing to read 'P Wright', with a horizontal line underneath.

P WRIGHT

Aerodrome Manager

## Annex 1

### Fixed-wing Noise Abatement Procedures

All circuit patterns must be contained within the Redhill Aerodrome Traffic Zone. The circuit altitude for all runways is 1200ft QNH (1000ft QFE).

Circuit diagrams can be downloaded from the website [www.redhillaerodrome.com](http://www.redhillaerodrome.com)

Practice engine failures after take-off may only be carried out on departure from Runway 08. On other runways the exercise must be simulated by executing a go-around on final and conducting the exercise over the Aerodrome.

#### Circuit Pattern Runway 08

After departure climb straight ahead, maintaining the runway centreline, cross the M23 and turn left on to the crosswind leg once passed HENHAW FARM. The crosswind leg must be flown at ninety degrees to the runway.

Turn left on to the downwind leg to pass over the north end of SOUTH NUTFIELD aiming towards the open area south of Redhill Town. Turn left on to base-leg over EARLSWOOD COMMON Boating Lake. Turn final over BENTING WOOD.

#### Circuit Pattern Runway 26

After departure climb straight ahead, maintaining the runway centreline, cross the A23 Horley Road and turn right on to the crosswind leg over the middle of BENTING WOOD. This routing avoids the built up area west of A23, including Dunlin Close, Heathfield Drive and Jason Close.

Turn right on to the downwind leg over EARLSWOOD COMMON Boating Lake remaining over the open area south of Redhill Town. The downwind leg must be flown to pass over the northern end of SOUTH NUTFIELD. After crossing the M23 turn right on to base-leg. The base leg must be flown at ninety degrees to the runway. Turn on to final remaining south of HENHAW FARM.

#### Circuit Pattern Runway 18

After departure climb straight ahead, maintaining the runway centreline. On passing 300ft QFE (500ft QNH) or crossing AXES LANE, whichever is earlier, turn left on to the crosswind leg. This leg must be flown parallel with runway 08. After crossing the M23 turn left on to the downwind leg, which should be flown mid-way between the M23 and OUTWOOD LANE. Turn left on to base-leg remaining south of the A25 Nutfield/Bletchingley Road.

This is a tight circuit and may not be suitable for student pilots. The downwind leg is parallel with the runway and does not follow the M23. Pilots should not overfly Bletchingley.

#### Circuit Pattern Runway 36

After departure climb straight ahead, maintaining the runway centreline, on passing 500ft QFE (700ft QH) turn right on to the crosswind leg. Remain south of the A25, after crossing the M23 turn right on to the downwind leg. This leg should be flown mid-way between the M23 and OUTWOOD LANE. Turn base-leg after passing BURSTOW PARK FARM. The base-leg must be flown parallel with Runway 26.

This is a tight circuit and may not be suitable for student pilots. The downwind leg is parallel with the runway and does not follow the M23. Pilots should not overfly Bletchingley.

## **Helicopter Noise Abatement Procedures**

All circuit patterns must be contained within the Redhill Aerodrome Traffic Zone. The standard circuit height for all runways is 1200ft QNH (1000ft QFE).

Circuit diagrams can be downloaded from the website [www.redhillaerodrome.com](http://www.redhillaerodrome.com)

### **Heli-strip 08/26**

Circuits will normally be flown to the heli-strip. Limited power and downwind circuits will usually be flown to the Southern Hover Square. Pilots are responsible for complying with the Rules of the Air Regulations

When H26 is in use helicopters are not permitted to take-off in to the circuit from the Western Hover Square.

Avoid overflying DEAN FARM and SOUTH HALE FARM (located adjacent to the Eastern Confined Area).

### **Heli-strip 18/36**

Helicopters are to remain east of the London/Brighton railway line. The climb out from H36 and the approach to H18 must be flown between the orange day-glo marker boards. Areas east of Runway 18/36 are not available for helicopter training when this runway is in use.

Avoid overflying STAPLEHURST FARM, ROBIN COOKS FARM and the houses KINGS MILL LANE/MASONS BRIDGE ROAD junction.

The helicopter circuit will be closed whenever the cloud ceiling is below 500ft. Operations will be restricted to low-level manoeuvres within the Aerodrome boundaries.

### **Arrivals/Departures via Runway 18 numbers**

Pilots departing and arriving directly to/from the north are required to do so via the displaced threshold for Runway 18, the "18 numbers". This procedure will not be available if there is a tailwind in excess of 10kts.

### **London Sight Seeing Flights**

The following routings will apply to helicopters operating London sight-seeing flights:

Runway 08/26: helicopters will exit and enter the ATZ either via Godstone Railway Station or West of Reigate;

Runway 18: helicopters will leave the ATZ via West of Reigate and join west of the M25/M23 junction for a straight-in approach to either Runway 18 or H18;

Runway 36: Helicopters will leave the ATZ directly to the north, turning on-track when north of M25 and will join via West of Reigate and on to base-leg for the H36.