

## OUT OF HOURS OPERATIONS - INDEMNITY AGREEMENT

This Agreement is made between:

1. Fareham Borough Council (“FBC”)
- and
2. Regional and City Airports Limited (the “Airport Authority”)
- and
3. **[NAME AND ADDRESS DETAILS OF AIRCRAFT OPERATOR:**

.....  
 .....  
 ..... ]

(The “Aircraft Operator”)

**Submission to:** Airport Manager, Control Tower (Top Floor), Solent Airport Daedalus, Lee-on-the-Solent, Hampshire. PO13 9YA

### OUT OF HOURS - INDEMNITY REQUEST

Requested Date of Issue..... Date of Expiry (1 year max).....

(The period between and including the dates noted above being known as the “Term”)

### DETAILS OF AIRCRAFT -

Registration:-..... Aircraft Type:.....

### NAME & EMAIL ADDRESS OF AIRCRAFT OPERATOR’S AIRPORT CONTACT

.....  
 .....

### DETAILS OF AUTHORISED PILOTS OF AIRCRAFT:

Name..... Email.....Tel.....

Except where the aircraft is operated by a flying school or other commercial operator, if the aircraft is operated by more than one pilot, the name, email address and telephone number of all the pilots that will fly the aircraft must appear on this form or be appended to it.

1. This agreement shall comprise of the following documents:
  - 1.1. This out of hours indemnity request form; and
  - 1.2. The out of hours operations conditions of use (attached, or as may be communicated to the aircraft operator by the airport authority from time to time)
2. By signing this Agreement, the Aircraft Operator understands and agrees that:
  - 2.1. In the event of the Aircraft Operator’s aircraft using SOLENT AIRPORT DAEDALUS (EGHF – Lee on Solent) (the “Airport”) during the out of hours periods as detailed on the official Airport Website from time to time (“Out of Hours”) Air to Ground and Rescue and Fire Fighting Services will not be available. For clarity, that this means that post CAA Licensing; the Airport will not be suitable for aircraft movements that require use of a licensed Airport, and will not be operated within the provision of article 92 of the Air Navigation Order (Licensing of Aerodromes).
  - 2.2. Use of the airport out of hours is **solely** at the aircraft operators own risk.

- 2.3. To the extent legally possible, the airport authority excludes all liability in relation to the use of the airport by the aircraft operator during out of hours.
- 2.4. Notwithstanding the provisions of clause 2.3, the Aircraft Operator hereby agrees to fully indemnify and keep indemnified and hold the Airport Authority harmless from and against (whether occurring directly or indirectly) any and all, liabilities, claims, damages, awards, penalties, fines and all direct, indirect or consequential liabilities and losses costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, and/or incurred and/or paid and/or suffered by the Airport Authority as a result of and/or in connection with the Aircraft Operator's Out of Hours use of the Airport, including but not limited to any claim from any employee, worker, agent or otherwise of the Aircraft Operator (including but not limited to any pilot, passenger(s) and/or other individual(s)).
- 3. The Aircraft Operator will use the Airport in complete accordance with the Conditions of Use attached.
- 4. The Aircraft Operator shall ensure that the Authorised Pilots are aware of, and operate in accordance with, the terms of this Agreement and shall be responsible for the Authorised Pilots. For the avoidance of doubt, other than where the aircraft is operated by a flying school or other commercial operator, each Pilot must sign this Agreement if that Pilot wishes to use the aircraft Out of Hours. The fact that a Pilot has not signed this Agreement by reason that the aircraft concerned is operated by a flying school or other commercial operator shall not in any way relieve or reduce the liability of the Aircraft Operators in respect of the Pilot under clause 2.4 or this clause 4.
- 5. The Aircraft Operator shall obtain and maintain for the Term of this Agreement valid insurance that as a minimum meets the requirements required for operators of aircraft.
- 6. For the avoidance of doubt, the provisions of clauses 2.2 to 2.4 (inclusive) shall survive the termination or expiry of this Agreement and the expiry or termination of the Term (howsoever arising).

**SIGNED BY THE AIRCRAFT OPERATOR**

.....

**Name (Print):-** .....

**For Commercial Operator, Position:-**.....

**Date:** - .....

Please return with a valid copy of your insurance to: Airport Manager, Control Tower (Top Floor), Solent Airport Daedalus, Lee-on-the-Solent, Hampshire. PO13 9YA  
 Email:- ops@solentairport.co.uk

## **OUT OF HOURS OPERATIONS - CONDITIONS OF USE**

Only the holders of a valid Out of Hours Operations Indemnity Agreement may use the Airport out of Hours, subject to the following conditions:

1. These Conditions of Use apply to use of the Airport during out of hours times. Flights after sunset or before sunrise are not permitted under this Agreement without the relevant risk assessment and method statement (RAMS) supplied to the airport authority prior to date of flight(s).
2. The Aircraft Operator shall adhere to any restrictions on its use of the Airport as advised by Air Ground Operator (AGO) and/or contained in the AGO Briefing.
3. Prior to use of the Airport during the Out of Hours' time, the Aircraft Operator must, and shall procure that its Pilots, employees and agents ensure (acting reasonably and in good faith) that the Airport is suitable for the movement of aircraft and that there are no circumstances or conditions affecting the Airport which would render it unsuitable for the movement of aircraft.
4. If so, stated in the AGO Briefing or any circumstances exist which on a reasonable assessment would render the Airport unsuitable for the movement of aircraft, the Aircraft Operator shall not, and shall procure that its pilots, employees and agents do not use the Airport under any circumstances. Use of the Airport contrary to the terms of the AGO Briefing will constitute trespass.
5. Out of Hours use of the Airport may be temporarily withdrawn at any time if, in the opinion of AGO and/or the Airport Authority, the Airport is not suitable for the movement of aircraft. If this is the case, the notice of withdrawal will be contained in the AGO Briefing.
6. The Aircraft Operator shall ensure that all aircraft using the Airport carry a serviceable radio, other than when the said radio has become unserviceable during the flight terminating at the Airport. Pilots are required to make blind transmissions to 'Lee Traffic' on 118.925 whilst on the ground and in the vicinity of the Airport, comprising regular position reports and intentions.
7. Non based aircraft present at the Airport for the purposes of undergoing maintenance or repairs may use the Airport during the Out of Hours period for the purposes of departing from the Airport only and providing that:
  - (a) Such Aircraft Operator obtains prior permission (PPR) from Air Ground Operators (AGO) prior to the intended flight and does not operate the aircraft until such time permission is received; and
  - (b) Such Aircraft Operator has entered into this Agreement.Use of the Airport contrary to the terms of this Condition 7 shall constitute unauthorised use and trespass.
8. All Aircraft Operators shall ensure that the following details in respect of each flight (including flights during the Out of Hours period) are recorded in a movements log maintain by or on behalf of the Aircraft Operator:
  - (a) the aircraft registration; (b) aircraft type; (c) contact details of the user/operator; (d) time in; (e) time out; (f) destination; (g) pilot; (h) PAX; (i) runway(s) used; and (j) signature. The required details, as set out in this Condition 8, shall be presented to the Airport Authority on the first day of each calendar month in respect of all flights which took place in the preceding month by email to the contact details published on the official Airport website from time to time or by such other means as specified by the Airport Authority from time to time.
9. Joining the circuit must follow the Airport's Standard Operating Procedures (SOPs). If the cloud base prevents this, broadcast your position and intentions clearly to "Lee Traffic" and SOP for out of hours.
10. Notwithstanding the duration of the Term, the Airport Authority shall be permitted to terminate this Agreement at any time, and withdrawn any consent and/or permission granted under this Agreement, with immediate effect in the event that the Aircraft Operator fails to comply with, or becomes in breach of these Conditions or any aspect of the Agreement.
11. Notwithstanding Condition 10, the Airport Authority shall have the right, and shall be permitted, in the event that the Aircraft Operator fails to comply with, or becomes in breach of these Conditions or any aspect of the Agreement with immediate effect to withdraw the Aircraft Operator's permission (or if applicable the relevant Pilot's permission) to use the Airport and for a period of not less than 3 consecutive months.