

Solent Airport Daedalus

**Operated by Regional & City Airports Ltd on behalf of
Fareham Borough Council**

**FAREHAM
BOROUGH COUNCIL**

Fees & Charges & Terms of Use

Issue 4.9

September 2020



Solent Airport Daedalus.

Control Tower

Daedalus drive

Lee on the Solent

Hampshire. PO13 9FZ

Tel: 01329 824748

Ops Email: ops@solentairport.co.uk

Admin/Finance: finance@solentairport.co.uk

Web site: www.solentairport.co.uk

Airport Technical Information

Detailed official CAA Licensed Aerodrome technical data is available from the NATS AIP page.

Airport Name	Lee on the Solent – Solent Airport Daedalus
Airport Location	1nm NNW of Lee on the Solent
ICAO Designator	EGHF
Lat / Long (Airport ARP)	50° 48'53" N 001° 12'20" W
Grid Reference	SU 561 019 GB
Radio	118.925 MHz Call sign – 'Lee Information' (AFISO)
Fire Category	Cat A2
Prior Permission Required	PPR mandatory at www.solentairport/visiting-by-air/ppr
Opening Hours	09:00 – SS winter 09:00 – 18:00 summer (all times local) 7 days a week (excluding Christmas day, Boxing day and New Year's Day)
Out of Hours Use	All aircraft wishing to use the Airport out of hours must apply for Out of Hours approval. Visitors with prior written approval may depart out of hours. Visitors / non-based aircraft are not permitted to arrive out of hours. Airport extensions are applicable for visiting aircraft wishing to arrive out of hours.
Airport elevation	+32ft

Runways

Runway	TORA	TODA	ASDA	LDA
05(Asphalt)	1178m	1178m	1178m	1025m
23(Asphalt)	1025m	1025m	1199m	1025m

Runway Width	30m
Runway category	Visual - Code 2B
PCN	11
Airport/Runway Lighting	Non-standard FATO lighting for SAR operations only.
Accountable Manager	Airport Manager – Martyn Francis

Visitor Landing Fees *(Based on MTOW per aircraft – all prices inclusive of VAT)*

Full current fees and charges tariff can be found on our website www.solentairport.co.uk under Solent Airport fees and charges, alternatively they are available on request from our reception desk in the control tower.

All landing fees must be paid at the Control Tower prior to departure, failure to do so, without approval from the Airport Authority, will incur an admin fee of £20, per movement. For based residents on an ad-hoc payment scheme, payment should be made on day of arrival at Solent Airport Daedalus.

Aircraft using the Airport for pre-booked maintenance (this does not include refuelling stops) with a registered Airport based business, should notify the tower in advance; landing fees for these aircraft may be paid by the maintenance organisation they are visiting (subject to the maintenance organisation being a member of the scheme). All aircraft will be required to PPR and are subject to parking fees where the aircraft are situated on the Airport and are not parked on the maintenance organisation's allocated facilities. All aircraft being used for tuition purposes will be charged at tuition rate.

Landing Cards

Landing Cards are available for purchase on a calendar month basis for regular users. These must be paid for in advance. Landing Cards entitle the registered aircraft to all circuits and landings during the validity of the landing card. All aircraft being used for commercial use i.e. hire or reward/, lease or tuition purposes will be charged at commercial rate. Non-resident tuition/flying schools on a monthly landing card are limited to no more than 1 hour in the circuit on any one day. These must be setup in advance with the Airport Operator as detailed in the Contact section. Landing cards are not transferable and are valid for individual aircraft per calendar month. RCA are the Airport Operator.

Parking

Short Term Parking

- Fixed wing aircraft - parking for the day of arrival is included in the landing fee for General Aviation movements.
- Rotary aircraft – parking in excess of 90 minutes is chargeable under the published rate.

Overnight Parking Charges – As per the published fees and charges; Applicable on all areas of the Airport, with the exception of allocated aprons/hangars/parking facilities of Airport based businesses. A premium may be applied to hard stand parking and is subject to availability.

Parking agreements are available at the Airport for operators wishing to base an aircraft. Costs are published on the airport website under fees and charges.

Hangarage is limited at Solent Airport during the major infrastructure development phases, however enquiries should be directed to the Airport Management to express an interest and to request availability and costs.

Commercial Air Transport movements are subject to a separate scheme of charges.

Circuits

'Visitor' / ad-hoc circuits are charged at 50% of the landing fee based on aircraft MTOW.
No circuit fee is payable on a monthly Landing Card.

Non-resident tuition/flying schools are limited to no more than 1 hour in the circuit on any one day.

Payment

The Airport Operator (RCA) collects at the Control Tower. (Ground Floor).

Payments are to be made by Cash, Debit/Credit Card or by BACS transfer, quoting your registration/tail number to ensure your payment is allocated correctly. On payment via BACS, remittance advice is required to be emailed to finance@solentairport.co.uk

Contact

Finance & Admin: finance@solentairport.co.uk Tel: 01329 824751

Ops/ATS: ops@solentairport.co.uk Tel: 01329 824748

Solent Airport Daedalus, Control Tower, Daedalus drive, Lee-on-the-Solent. PO13 9FZ

VAT #167 662 672

Terms & Conditions

Terms & Conditions apply on all aircraft and users of Solent Airport Daedalus. See the full fees and charges for comprehensive details. The Airport Authority reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time. It is your responsibility to check these Terms periodically for changes.

All users of the Airport shall comply with the local flying restrictions, rules and remarks published from time to time in any Aeronautical Information Publication, Aerodrome Manual and Airport Byelaws.

Fees & Charges

Fees & charges are applicable to all operators including MOD/Police and Air Ambulance.

Based maintenance organisations that have signed up to a Credit Agreement with the Airport Operator, which includes payment of fees for their customers, may be liable for all fees & charges associated with an aircraft flying in for maintenance and any activities or parking associated with the registration for the duration of stay. Such aircraft are to inform the Airport Operator in advance of arrival and are still subject to mandatory PPR submitted by the pilot.

The Airport Operator reserves the right to change fees & charges at any time and displayed fees are correct at time of printing only.

The Airport Authority in no way guarantees the continued use or operation of the Aerodrome and reserves the right and at its sole discretion to close or restrict the use or access by Operators to the Airport or any part thereof and forbid the entrance of any person or persons to the same for such period as it may deem necessary without incurring any liability whatsoever in respect of any disturbance or reduction in or loss of business consequent thereon.

By using the Airport, the pilot/operator/user agrees to be bound by the Terms of Use and the Aerodrome Manual and to pay the published rates applicable.

Collection/Payment of Fees & Charges

Collection of Fees & Charges is the obligation of the Airport Operator as bestowed by the Landowner and no other agent or operator is permitted to collect these on behalf of the Airport Operator or Landowner.

All payments are to be made in advance of a movement/activity or prior to departure, unless a recognised credit agreement has been authorised with the Airport Operator.

Failure of payment prior to departure, in lieu of authority from the Airport Authority, will incur an admin fee of £20.00

Methods of Payment

Payment can be made as detailed on the website, with options of Credit/Debit card, BACS or Cash (Note: failed payments may be subject to an additional admin charge and penalty).

Credit Accounts are subject to credit reference checks and a pre-agreed value limit. Payment terms for credit accounts will be stated in the credit agreement and will be subject to penalties or surcharges for late payments.

Residents

'Resident' status is only held on an aircraft and is not afforded to an organisation and all of its aircraft. A 'based business' or organisation may not claim resident status on aircraft that are not permanently based at the Airport and registered with the Airport Operator.

'Resident' status can only be achieved with completion and approval from the Airport Authority by way of the New Resident form.

'Resident' status only applies to aircraft where a valid Solent Airport hangar or parking contract endorsement has been issued by the Airport Operator.

This applies to 'Resident Flying School'.

Visitors

Visitors are defined as all aircraft/operators that use the Airport, that do not have a valid signed resident agreement recognised by the Airport Operator.

Ad-hoc visitor rates apply unless subject to a pre-purchased visitor landing card.

Flying Schools

Flying schools landing card privileges are subject to being a recognised 'resident flying school' based at the Airport on a hangar or parking agreement issued by or endorsed by the Airport Operator.

Commercial and Corporate Aviation

Commercial/corporate aviation and/or passenger carrying aircraft are subject to additional fees. Mandatory Handling applies for all aircraft 2000kg/2t and above and all passenger carrying rotary aircraft over 1000kg/1t. Landing Fees are charged at the published rates in addition to Handling Fees and Passenger Fees.

Parking

Charges are applicable on all Airport Operator controlled land and will be payable in advance at the published rates.

Demises under the responsibility of a tenant or based business will not be subject to parking rates as published, unless detailed to the contrary in the demise contract and endorsed by the Airport Operator.

Other Fees & Charges

Other fees & charges such as facilities fees, permits, upgrades to services or extensions are all payable in advance.

Mandatory Handling applies for all aircraft 2000kg/2t and above and all passenger carrying rotary aircraft over 1000kg/1t.

All payments are to be made in advance of a movement/activity or prior to departure, unless a recognised credit agreement has been authorised with the Airport Operator.

Failure of payment prior to departure, in lieu of authority from the Airport Authority, will incur an admin fee of £20.00

VAT/Fuel Duty/Taxes

All published prices in this document are inclusive of Value Added Tax (VAT) and may be subject to variation based on the UK Value Added Tax Act 1994.

VAT on fuel is subject to published UK VAT regulations.

Fuel Excise Duty and Taxes will be charged according to their applicability under UK law.

Filming / Photography / Events

Filming, Photography and Events are prohibited on the Airport without the express permission of the Airport Operator. All footage and images taken on site remain the property of the Airport Operator and are subject to screening prior to use, to protect the interests of based organisations and businesses.

Applications for event / filming / photography should be in writing to the Airport Manager in the first instance.

Fuel

PPR is mandatory for fuel stops at the Airport. PPR is a permission to use the aerodrome per visit. All fees and charges still apply.

Solent Airport offers both AVGAS and JET A1. The airport reserves the right to vary the price of fuel at any time.

Shared Space

Use of the community space is subject to a full airside brief and required insurances to operate. Booking of the area is via the airport authority. The Airport Authority in no way guarantees the continued use or operation of the Aerodrome and reserves the right and at its sole discretion to close or restrict the use or access by Operators to the Airport or any part thereof and forbid the entrance of any person or persons to the same for such period as it may deem necessary without incurring any liability whatsoever in respect of any disturbance or reduction in or loss of business consequent thereon.

Payment is to be made to the airport prior to use or directly on completion. Contrary to this; The LeeBees Model Aircraft Club are authorised to purchase and operate on a monthly option. The monthly use card is available for purchase on a calendar month basis for regular users. These must be paid for in advance. Landing Cards entitle the registered company to use the community space during the validity of the landing card

Liability

All services provided at the Airport by Fareham Borough Council (FBC) and its Airport Operator; Regional & City Airports Limited; their employees, servants or agents are provided subject to these Terms of Use.

General Terms of Use

1. Value Added Tax

The charges in this schedule are inclusive of VAT which will be charged in accordance with the provisions of the United Kingdom Value Added Tax Act 1994 or with any subsequent replacement or amending Act, Order or regulation.

2. Terms of Use

2.1 FBC and the Airport Operator reserve the right to vary the terms, conditions and charges at any time.

Financial

2.2 Unless payment is made by cash, debit/credit card or BACS in advance of a movement, operators must provide to the Airport Operator, in a format defined by the Authority from time to time; the name, postal address, phone, aircraft registration, email address, IATA/ICAO prefix (where applicable) and local Airport address of the organisation which is to be invoiced by the Airport Operator (if applicable).

2.3 All payments in respect of Airport charges are to be made to Solent Airport Daedalus.

2.4 Operators who have not entered into official credit arrangements with the Airport Operator and who wish to be afforded credit facilities should make an application in writing to the Airport Operator using the relevant forms.

2.5 Where credit terms have been agreed, normal payment terms with the Operator will not exceed the terms of the written credit agreement.

2.6 All Airport charges in respect of an aircraft must be paid by the aircraft operator or registered owner, before the aircraft departs from the Airport unless prior credit arrangements have been granted in writing by the Airport Operator. Where credit terms have not been specifically agreed or where they have been exceeded, cash/credit card settlement in respect of Airport charges due, will be required before the aircraft departs from the Airport. Failure to do so will incur an admin fee. All credit arrangements (which may be subject to change) are totally at the discretion of the Airport Operator.

2.7 Payments due shall be made in full without deductions, unless there is a prescribed statutory basis for making any such deduction. Without the express written consent of the Airport Operator, the Operator shall not be entitled to make any set off against or deduction from

the charges invoiced, in respect of any claim that he may have against the Airport Operator or otherwise.

- 2.8 Where credit has been expressly granted the account must be settled within the specified credit period in respect of the goods and/or services provided, otherwise late payment interest and compensation may be charged in accordance with the provisions of the Prompt Payments of Accounts Act, 1997 as amended by S.I. No 388 of 2002 (European Communities (Late Payments in Commercial Transactions) Regulations 2002) and their successors. In the event that a customer wishes to query or dispute any of the transaction details set out on an invoice it is a requirement that any such query or dispute be made within 48 hours of invoice date. Such notification to be made to the Finance Department finance@solentairport.co.uk.

Liability & Insurance

- 2.9 Notice regarding liability for personal injury and fraud - Notwithstanding the terms of Clause 2.10, nothing in these Conditions shall exclude, restrict or limit the Company's liability for death or personal injury resulting from the Company's negligence.

- 2.10 Liability of the Company and the Operator – Neither the Company, nor their respective employees, servants or agents shall be liable for:

(i) any costs, claims, damage or loss whatsoever to any Aircraft, its parts or accessories or any property contained in the Aircraft at any time, including while the Aircraft is on the Airport or is in the course of landing or taking off at the Airport or arising out of the performance of any ground handling services provided by the Company, or being removed or dealt with elsewhere; or

(ii) any other loss, damage or injury to persons or otherwise howsoever caused,

resulting directly or indirectly from any act, omission, negligence or other default on the part of the Company or its employees, servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute. Furthermore, neither the Company nor their respective employees, servants or agents shall be liable to the Operator for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default.

- 2.11 The Airport Operator will invoice the party or parties responsible for the full costs of any clean up or repair of damage to Airport property.

- 2.12 To use the Airport in any context, it is the operators or air carrier's responsibility to ensure that the aircraft is insured in accordance with the requirements of EC Regulation 785/2004 as amended on 6th April 2010 at all times. A copy of Insurance Certificate should be forwarded with any Credit / application.

- 2.13 Any Operator or organiser of an event at the Airport must seek prior approval from the Airport Operator and the Landowner. The Operator will be required to submit a risk assessment and method statement and the minimum level of third party liability insurance cover will be advised on a case by case basis depending upon the event.
- 2.14 In the event the Airport is temporarily closed, the Airport Operator and Landowner will not be liable for any costs, claims, damage or loss whatsoever. Neither the Airport Operator or the Landowner shall be liable for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any form of economic or consequential loss or damage.
- 2.15 All vehicles requiring airside access shall comply at all times and in all respects, with the Airport Operator's published Policies and Procedures as laid down in the Aerodrome Manual. The user shall at all times ensure that vehicles are fully and properly insured for third party risks for not less than the published minimums stated in the Aerodrome Manual and supporting Policy documents.
- 2.16 Users/Operators shall on demand of the Airport Operator, present sufficient documentary evidence of valid insurances and rights to operate equipment, aircraft or vehicles and shall fully indemnify and keep indemnified the Airport Operator against any breach in the Terms of Use without prejudice to any other rights enforced by the Airport Operator.
- 2.17 Users/Operators must comply with all UK laws including but not limited to Health & Safety Executive (HSE), Department for Transport (DfT) and Driver & Vehicle Licensing Association (DVLA) legislation.
- 2.18 Indemnity - The Company, its employees, servants and agents shall be kept indemnified by the Operator against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of the Company) of any description due to or arising out of the use by the Operator of the Airport, the presence of the Operator's Aircraft or other property on the Airport or on areas or premises occupied or controlled by the Company or anything done, permitted or omitted by the Operator or any of its employees, servants or agents in or upon the Airport, save to the extent that such costs, claims, injury, damage or loss are caused by the Company or their employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.
- 2.19 If the User or its nominated agent should fail to remove or rescue a disabled Aircraft or neglect to do so within a reasonable time as determined at the Company's discretion, the Company reserves the right for the Company to remove, rescue or salvage the Aircraft under the authority of the Company. The User shall be responsible for and indemnify the Company against all damage, claims, costs, demands, acts or omissions howsoever arising while the Company or any aircraft recovery agent remove, rescue or salvage the Aircraft and undertakes to be responsible for all costs, damages or losses (whether direct, indirect or

consequential to include loss of revenue, loss or profit or loss of use) arising from the recovery of an Aircraft.

Prior Permission & Operations Out of Hours

- 2.20 Prior Permission (PPR) is required for all aircraft and Operators without 'Resident' status, and is a condition of use of the Airport and pursuant to the ANO and the conditions of the CAA Aerodrome License.
- 2.21 PPR must be obtained using the online PPR web portal or by telephone; which requires the Operator/Pilot to confirm they have been fully briefed and are familiar with the Airport's operational procedures and interactions including Airspace Agreements and de-confliction with other Operators using the airspace.
- 2.22 Failure to hold a valid PPR when using the Airport constitutes a breach in the Terms of Use and will be subject to financial penalties as determined by the Landowner and upheld by the Airport Operator. Repeated failure to PPR may result in a ban in the use of the Airport and larger penalties.
- 2.23 PPR is only valid on written confirmation from the Airport Operator.
- 2.24 Out of Hours departures (OOH) for visiting aircraft are not permitted without a valid PPR and the Operator is obligated to submit a formal written request for OOH operations, providing a signed copy of the OOH written agreement and a valid copy of the Aircraft Insurance.
- 2.25 OOH operations for 'Resident' aircraft are only permitted use, subject to a signed OOH written agreement, provision of a valid insurance document for the aircraft and approval from the Airport Operator.
- 2.26 All Airport users are subject to reporting obligations as detailed in the Terms of Use.
- 2.27 All OOH operational activities must be reported at the latest by the next working day, in the format determined by the Airport Operator. Reported movements must be either by; email to ops@solentairport.co.uk or by telephone.
- 2.28 Failure to report movements on the Airport may result in penalties or restrictions on use.
- 2.29 Approval by an Operator to use the Airport may be ceased at any time by the Landowner or Airport Operator. No liability will be accepted by either the Landowner or Airport Operator for material/consequential losses, damages or related liabilities as a result of revocation of privileges to use the Airport.
- 2.30 All 'non-resident' Aircraft, with OOH approval from the Airport Operator, may only depart OOH and must arrive prior to closure of the Airport.

- 2.31 'Non-resident' operators wishing to arrive after published operational hours, may only do so with an Airport Extension. Extensions are available on request with Airport Operations and are subject to surcharges.

Lien

- 2.32 Without prejudice to its statutory rights pursuant to section 88 of the Civil Aviation Act 1982 or any other right or remedy of the Airport Operator (statutory or otherwise), so long as an Aircraft (which expression shall include any of its parts and accessories stored at the Airport), shall be at the Airport, the Operator shall have a contractual lien, both general and particular, ("the Lien") upon the Aircraft for any fees and charges or other indebtedness due to the Operator on any account whatsoever which shall become due and payable to the company either:
- 2.33 in respect of the Aircraft in relation to which the fees and charges or other indebtedness were incurred, whether or not these were incurred by the person who is the user at the time when the Lien is exercised; or
- 2.34 in respect of any other Aircraft of which the person in default of payment is the user at the time when the Lien is exercised
- 2.35 The Lien shall not be lost by reason of the Aircraft leaving the Airport but shall continue and shall be exercisable when the Aircraft returns to the Airport so long as any part of such fees, charges or indebtedness remains unpaid.
- 2.36 The Lien shall be in addition to and without prejudice to any right of detention or any other remedy or power which the Airport Operator may have whether under the Civil Aviation Act 1982 or any other provision.
- 2.37 If payment of any fees and charges in respect of which a Lien has been exercised by the Airport Operator is not made to the Airport Operator within 56 days after notice has been sent to the registered owner of the Aircraft, the Airport Operator 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 in order to satisfy all or part of the Lien.
- 2.38 If an event such as failure to make payment per the terms of an agreement or the Terms of Use, then non-payment of any charges which have been incurred as at that date shall be deemed to be in default of payment for the purposes of section 88 of the Civil Aviation Act 1982.

Information

- 2.39 All Airport users are required to provide to the Airport Operator with the following information as outlined below in a format defined by the Airport Operator from time to time:

- Aircraft registration (including aircraft substitutions);
- Variations to schedule (including flight number, aircraft type, route and scheduled time of information);
- Estimated times of operation;
- In regards to new and amended ownership or registration details these can be advised on the Aircraft Fleet Declaration Form (AFDF) as soon as they become available. These specific details can be sent on the AFDF at any time.
- Airport users may be required to supply evidence of the certificated Maximum Take Off Weight (MTOW) in kilograms and other specific aircraft details to the Airport Operator.
- For the purposes of validation of the submitted aircraft weight data, relevant pages of the Approved Flight Manual or related information may be requested;
- In the absence of such MTOW and other relevant data being provided by the specified date the Airport Operator will use the most recently published values, for invoice calculation purposes and other operational requirements.

3. Glossary

Word	Definition
Air Transport Movement (ATM)	Either a landing or a take-off movement for a commercial operation (please note that a commercial operation is one that includes one or more of the following flight classes: scheduled, charter, diversions and/or cargo)
Aircraft	Includes fixed wing aircraft and helicopters plus any parts or accessories
Airport User	Includes private owner, flying school, visiting operator, based operator
Airport	Lee on Solent – Daedalus Airport
Airport Operator	The “Airport Operator” which term shall include any associated, affiliated, group or subsidiary company thereto shall, unless the context otherwise provides, include any employees, servants or agent, means Regional & City Airports Limited whose Registered Office is at Bridgeway House, Bridgeway, Stratford upon Avon or any successor or assignee of the Company for the time being.
ASDA	Accelerate-Stop Distance Available
FBC	Fareham Borough Council
HBO	Home Based Operator
ICAO	International Civil Aviation Organization
Landowner	Landowner - Fareham Borough Council (FBC)
LDA	Landing Distance Available
MTOW	Maximum Take Off Weight
Resident	A ‘based’ aircraft that has a valid Airport Operator approved/recognised hangar/parking contract, is registered/approved by the Airport Operator and uses the Airport as its regular and normal base of operations. This is aircraft specific and is not default awarded for any aircraft belonging to, or operated by a based company, business or operator.
TODA	Take-Off Distance Available
TORA	Take-Off Run Available