

CHARGES & CONDITIONS OF USE



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1. General information

Location

- 100 km south of Stockholm
- 1 hour by car (E4- turn off at junction 133)
- 1½ hour by airport coach from Stockholm

Slots

- No Landing slot restrictions
- Handling slots to be discussed
- 24 hour operation

Catchment

- 2,5 million people live within a 100 km radius
- Catchment includes part of Stockholm, the Mälardalen, Linköping and Norrköping

Facilities

- Easy to use terminal facility
- Restaurants, shops, and foreign exchange
- Drop off, Long-term, Indoor, Terminal close parking. Prebooking available.
- Airport hotel

Performance

- Fast Aircraft turnaround times
- Short check-in to gate distances

Value Added Tax

VAT is payable if applicable

Credit facilities

Credit facilities will only be extended to those operators where prior approval has been granted.

Where credit facilities have not been granted in advance, operators must arrange payment of all fees prior to arrival.

Operators are advised to contact Accounting Department (details given in section 3) at the earliest possible opportunity, to ensure the confirmed receipt of funds before aircraft arrival.

Swedish summer time

Swedish summer time is from the last Sunday in March until the last Saturday in October of the same year.

2. Airport charges

Stockholm Skavsta Airport - Price list				
Airport charges				
SERVICES				
Service	Details	SEK	Unit	Comments
Local Yearly Landing card	General aviation	8 000,00	year and AC	MTOW 0-2000 kg Valid 06.00-22.00 22.00-06.00 as per price list
Night Fee (movement)	22.00 - 06.00	1 000,00	occ	Landing / take-off if within 1h. Otherwise charged per landing and per take off.
Night Fee (rescue)	22.00 - 06.00	650,00	h	Min. 3 hours will be charged. Cost is per rescue staff member and hour.
Passenger Fee	Domestic	95,00	Pax	Fee is per departing passenger. If a passenger flight arrives with no following departing flight, the charge is per arriving passenger.
	International	95,00	Pax	
	Transfer	95,00	Pax	
Security surveillance	Opening of gate	325,00	occ	Per occasion
	Surveillance 06.00-22.00	450,00	h	Per person. Min. 30 min
	Surveillance 22.00-06.00	650,00	h	Per person. Min. 30 min

Landing (basic fee + SEK/kg)

NOTE! Extra fee night time - see note 2

Training flights - see note 3

MTOW (kg)	Basic fee (SEK)	SEK/kg
0 - 2 000	300,00	0,00
2 001 - 5 700	0,00	0,15
5 701 - 50 000	500,00	0,07
50 001 - 125 000	0,00	0,08
125 001 -	0,00	0,08

PARKING FEE (basic fee + SEK/kg/hour)

Charging commences 2 hours after landing

MTOW (kg)	Basic fee (SEK)	SEK/kg
0 - 2 000	100,00	0,0010
2 001 - 5 700	100,00	0,0010
5 701 - 50 000	150,00	0,0005
50 001 - 125 000	300,00	0,0004
125 001 -	400,00	0,0003

PRM FEE

Service	SEK	Comments
PRM fee	2,10	Per dep pax

CARGO FLOW FEE

(Arriving and departing goods)

Kg	Basic fee	SEK/kg
All kg	100	0,10

CARGO FEE

Loading/Unloading of arriving and departing goods

Cargo	Sek/kg
Bulk	0,16
ULD's	0,27

3. Handling charges

Stockholm Skavsta Airport - Price list				
Handling charges				
SERVICES				
Service	Details	SEK	Unit	Comments
Air starter		750,00	pcs	Per occasion
Bag Fee	Loading / unloading	11,00	pcs	
Bag Fee - check-in		5,50	pcs	
Passengerfee - Check-in		45,00	pax	
De-icing fluid (incl. of environmental fee SEK 4/liter)	Type 1 incl. hot water	34,00	ltr	Price stated is minimum price - subject to adjustment for increasing costs
	Type 2	38,00	ltr	
De-icing truck		3 500,00	pcs	Per occasion
De-icing of engine		670,00	h	Per commenced hour
Diesel GPU		500	pcs	Per commenced hour
GPU	28 / 115 / 200 V	280,00	h	Per commenced hour
Heater		120,00	h	Per commenced hour
Extra manning check-in, dispatch and ramp)	22.00 - 06.00	650,00	h	Min. 3 hours will be charged. Cost is per staff member and hour.
Push back from stand		280,00	pcs	Per commenced 30 min.
Towing (with push truck)	By Request	530,00	pcs	Per commenced 30 min.
Toilet Service		525,00	occ	Per a/c. Environmental fee could be additional
Water Service		425,00	occ	Per occasion

HANDLING	
MTOW (kg)	SEK
0 - 2 000	350,00
2 001 - 5 700	350,00
5 701 - 50 000	700,00
50 001 - 125 000	1 100,00
125 001 -	2 000,00

OTHER HANDLING SERVICES - for quotation, please contact

Operations

Tel: +46 (0) 155 28 04 21

e-mail: operations@skavsta.se

Sita: NYOOPXH

PASSES AND PERMITS		SEK
Security ID passes	1st issue for restricted zone or controlled zone (incl. Swedish criminal record check)	1 100,00
	1st issue for crew pass	1 100,00
	1st issue for landside pass	325,00
	All pass renewals	325,00
	Damaged pass	325,00
	Amend text on pass	325,00
Visitor security ID pass	1-60 day visitor pass	100,00
Airside vehicle permit (AVP)	Specific company - annual charge	2 000,00
	Each vehicle thereafter	1 500,00
	Replacement of lost AVP/permit	500,00

Notes:

1. Landing fee includes TNC and environmental fees.
2. Night time (22.00-06.00 all days) – Extra fee of SEK 1000 per landing/take off if within 1 hour. Otherwise charged SEK 1000 per landing and SEK 1000 take off.
3. Handling fee is charged independent of time aspect for turnaround. The fee included co-ordination of arrival/departure, possible marshalling and (if requested) chocking.
4. Parking is free of charge for the first 2 hours, thereafter it will be charged for each commenced hour.
5. Parking more than 48 hour – only according to request.
6. Parking of aircraft on other areas than ramp area 1-4 (AIP) will be debited according to quotation. Please contact the airport (operations@skavsta.se)
7. Stockholm Skavsta Airport reserves the right to triple the applicable tariff charge for landing and parking for all commercial passenger and cargo flights operated without prior permission from the airport, and without obtaining prior airport handling agreement. We reserve the right to charge the aircraft operation authority (AOC holder).

SECURITY FEE

Fee which is charged by the Swedish state per departing passenger. Debited by the Civil Aviation Authority directly to the carrier. Please contact kontakt@transportstyrelsen.se

Variation of charges

The Company reserves the right to amend, vary or rescind any or all of the Charges and Conditions of Use at any time.

4. CONTACT DETAILS

Company Address

Stockholm Skavsta Airport AB
Box 44
SE-611 22 Nyköping
SWEDEN

General enquiries

Business development – airlines	+46 (0)155 28 04 45
Accounting enquiries	+46 (0)155 28 04 46
Property & Estate	+46 (0)155 28 04 30
Operations & Dispatch centre	+46 (0)155 28 04 21

Web-site

www.skavsta.se

E-mail

info@skavsta.se

Air Traffic Control

ACR	+46 (0)155 28 04 20
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Handling Agents

Stockholm Skavsta Airport	+46 (0)155 28 04 21
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Aircraft Maintenance

Northern Aerotech	+45 50 82 38 42
Saab Aerotech	+46 (0)155 771 77
Nordflyg Helicopter Service	+46 (0)155 26 74 40

Fueling

YM Fueling Services AB	+46 (0)76 819 65 69
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Flight Catering

KlaraGo	+46 (0)155 21 86 92
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Aircraft Cleaning

Sodexo	+46 (0)8 578 859 45
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Hotel on site

Connect Hotel	+46 (0)155 22 02 20
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Hotels in Nyköping

Blommenhof Best Western	+46 (0)155 20 20 60
Clarion Collection Kompaniet	+46 (0)155 28 80 20
Hotel Forty Towers	+46 (0)155 21 75 80
Hotel Mercure	+46 (0)155 28 90 00
Hotel Lanterna	+46 (0)155 45 50 30
Scandic Hotel	+46 (0)155 29 35 00
Sunlight Hotel	+46 (0)155 20 50 00

5. Terms and Condition of use

NOTIFICATION

Stockholm Skavsta Airport ("SSA") is operated under the control of the board of directors of Stockholm Skavsta Flygplats AB, a company registered in Sweden under registration number 556237-4313 whose registered office address is General Schybergs plan 22, P.O. Box 44, 611 22 Nyköping, Sweden.

1. Definitions and Interpretation

1.1. Definition of Terms

- "Aerodrome Manual" means the Aerodrome Manual as from time to time in effect; a copy of which can be obtained from the Company
- "Airport" means all land and buildings within the boundaries of SSA
- "Aircraft" means any aircraft using the Airport
- "Cargo" means any goods carried on any Aircraft whether for remuneration or not, including Operator (or other) stores and engineering spares
- "Charges" means the charges and amounts payable by the Operator in respect of any use of the Airport as set out in Section 1 and such other amounts as are, or may become, payable under these Conditions of Use
- "Company" means Stockholm Skavsta Flygplats AB
- "Conditions of Use" means the terms and conditions set out in this Section 2, as varied from time to time
- "Flight" (Sw. "flygning" and/or "luftfart") has the same meaning given to it as in the Swedish Aviation Act (1957:297) (Sw. luftfarslagen)
- "Handling Agent" means the handling agents licensed to provide services at the Airport as listed in Section 1
- "MTOW" shall have the meaning as generally understood in the aviation industry
- "Operator" in relation to any Aircraft means the owner of the Aircraft or any person who is for the time being responsible for the control of, or is otherwise responsible for the operation of, the Aircraft
- "Passenger" means any person carried on an Aircraft with the exception of infants up to two years in age, the flight crew and cabin staff operating the Flight

- 1.2. Headings are for ease of reference only and do not affect the interpretation of these Conditions of Use.
- 1.3. These Conditions of Use shall apply to all use of the Airport by the Operator and by using the Airport the Operator is deemed to have accepted these Conditions of Use in full.
- 1.4. References to any statute, statutory instrument, regulation, by-law or other requirement of the laws of Sweden is to be construed as a reference to that statute or statutory instrument, regulation, by-law or other requirement of the laws of Sweden as the same may have been, or may from time to time be, amended or re-enacted.
- 1.5. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2. Charges and Payments

- 2.1. The Operator shall pay to the Company the appropriate Charges as may from time to time be determined by the Company (at its sole discretion) for the taking off, landing, parking or housing of Aircraft or such other supplies, services or facilities as may be provided to the Operator or to the relevant Aircraft by or on behalf of the Company.

- 2.2. All Charges shall accrue from day to day and shall be payable to the Company before the Aircraft departs from the Airport, whether a demand has been made or not unless some other arrangement has been agreed in writing between the Operator and the Company.
- 2.3. The Company may, at its sole discretion, permit the Operator to pay the Charges:
- 2.3.1. subject to the credit facilities conditions set out in Clause 3; or
- 2.3.2. in accordance with terms for payment included in the invoice for the Charges as rendered by the Company to the Operator,
- provided that if the Operator fails to make any payment in accordance with the credit facilities conditions or the terms of any such invoice, or if the Operator or any other person commences any proceedings or takes any action which, in the opinion of the Company, could affect the ability of the Operator to pay the Charges, all such Charges shall become immediately due and payable.
- 2.4. The Company may, in addition to the sums payable under Clause 2.1, charge interest on all such sums if the Operator fails to pay the Charges either:
- 2.4.1. prior to leaving the Airport; or
- 2.4.2. in accordance with the credit facilities conditions set out in Clause 3; or
- 2.4.3. in accordance with the terms for payment included in any invoice submitted by the Company to the Operator; or
- 2.4.4. on the date that any Charges became immediately payable under the proviso to Clause 2.3 as the case may be
- and such interest shall be calculated from the date upon which the Charges to which it relates were incurred until the date of payment of the outstanding Charges (both dates inclusive) at a rate corresponding to the Swedish statutory late payment interest rate applicable from time to time and such interest shall be paid at the same time as the outstanding Charges to which it relates.
- 2.5. The Operator shall be liable for all bank charges, credit card service charges and other charges levied on its transactions when making payments to the Company in respect of all Charges arising as a result of its use of the Airport. Payments shall be made without deduction and, if necessary, should be grossed up so that the full amount is remitted to the Company. Further, if the applicable law requires any taxes to be deducted before payment, the amount shall be increased so that the payment made will equal the amount due to the Company as if no such taxes had been imposed.
- 2.6. Notwithstanding an Operator ceasing to be the Operator of an Aircraft, it shall remain liable for payment of all Charges incurred as a result of the use of the Airport by that Aircraft, until such time as some other person or entity becomes the Operator of that Aircraft and pays all outstanding Charges relating thereto.
- 2.7. The Company shall not be liable for and there shall be no reduction or exemption from any Charges by reason of the unavailability of any service, assistance or any other facilities at the Airport due to circumstances beyond its reasonable control (force majeure) including and without limitation; fire, explosion, flood, Act of God, acts of any governmental or supra-national authority, war, national emergency, riots, civil commotion, epidemic, acts of terrorism, labour disputes, strikes or lock-outs between a party and its employees, adverse weather conditions, air traffic control restrictions or availability, runway incident, mechanical failure and the exceptional diversion or landing of aircraft at the Airport, for example by reason of bad weather or traffic congestion.
- 2.8. The Company reserves the right to make additional Charges which shall be payable by the Operator in respect of Passengers and Aircraft landing at and departing from the Airport in the event that the Company incurs or becomes subject to additional expense due to new or additional requirements being introduced by any national, European or international governmental or regulatory body or due to charges being directly levied by such a body or in the event of significant and unforeseen increases in the operating costs of the Company
- 2.9. The Operator shall not without the express written consent of the Company be entitled in respect of any claim the Operator may have against the Company to make any set off

against or deduction from any Charges provided for in these Conditions of Use. The Operator must pay all Charges in full pending resolution of any such claim.

2.10. Payment of all Charges under these Conditions of Use shall be subject to the following general conditions:

2.10.1. All Charges payable to the Company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.

2.10.2. Credit facilities will only be extended to those operators where prior approval has been granted in accordance with the provisions of Clause 3. Where credit facilities have not been granted in advance of use of the Airport, Operators must arrange payment of all fees prior to departure. Operators are advised to contact the Company at the earliest possible opportunity to ensure the confirmed receipt of funds before departure of any Aircraft, or close of banking business on the day, whichever is the sooner.

2.10.3. The Company reserves the right to vary the Charges at any time without prior notice.

2.10.4. These Terms and Conditions are applicable when using the aerodrome or aerodrome services as they may apply, but can be superseded by agreed upon Airport Services Agreements for frequent use. Such Agreements are available on request.

Any agreement will not render invalid any item or service of aerodrome use of these Terms and Conditions, unless separately deviated from through written agreement between Stockholm Skavsta Flygplats AB and the aerodrome user.

3. Credit Facilities

3.1. Requests for the granting of credit facilities must be made in advance to the Company and any decision to grant such facilities is at the Company's absolute discretion. Operators are advised to make credit requests at the earliest possible opportunity and in any event before Flights by the Operator commence from the Airport. The making of a credit application does not imply that such facilities will be immediately available. Applicants will be advised in writing if the application has been approved and until such time, any Charges become due for payment at the time they are incurred.

3.2. Unless other arrangements have been made, the standard terms for payment following the granting of credit facilities are within 14 days of invoice date.

3.3. The Company reserves the right to require payment of a deposit or the giving of a bank guarantee from the Operator. Such a deposit or bank guarantee shall be such a sum as the Company shall deem appropriate at its absolute discretion. Any deposit paid to the Company, or the balance then remaining, shall be refunded to the Operator when 12 months of continuous service has been completed in respect of scheduled services in accordance with these Conditions of Use or at the end of the charter season or when the Operator ceases to operate any Flights from the Airport (whichever shall first occur), subject to the right of the Company (which is hereby reserved) to set off against any such deposit any appropriate Charges that have not been settled in accordance with the provisions of these Conditions of Use. Should payment of any Charges not be made within the credit period, or the volume of Charges prove to be higher than anticipated, the Company will require an additional amount of deposit to be paid, or a revised bank guarantee given, failing which the Company reserves the right to withdraw credit facilities with immediate effect.

3.4. The invoicing address shall be that supplied by the Operator at the time of requesting credit facilities and the Company's obligations in this respect will be deemed to have been satisfied provided the invoices are addressed in accordance with the information supplied. It is the responsibility of the Operator, therefore, to provide details of any new address in writing to the Company as necessary.

3.5. If payments are not made within the agreed timescale, credit facilities may be withdrawn without prior notice and action may be commenced to recover the sums due immediately thereafter. In this respect Operators are to be aware of the provisions set forth in chapter 12 section 2 of the Swedish Aviation Act and Clause 5 of these Conditions of Use regarding the detention of Aircraft.

- 3.6. In the event of an Operator having a valid query on an invoice, or part of an invoice, the query should be raised within the payment timescales. If not resolved within the timescales for payment of the invoice the Operator shall not be entitled to deduct from the payment the amount relevant to the query.
- 3.7. The Company reserves the right at any time and for whatever reason upon giving notice to the Operator to vary the conditions or to cancel the credit facilities. If credit facilities are withdrawn, all monies then outstanding shall become immediately due and payable.
- 3.8. The Company reserves the right to request a renewal of the credit application annually.
- 3.9. Credit facilities will lapse should the Operator not use the Airport during the previous 12 months.

4. Operations

4.1. General

- 4.1.1. The Airport is currently a non-coordinated airport (commonly known as a level 1) in accordance with the EU Regulation 95/93 (as amended) and the current IATA Worldwide Scheduling Guidelines.
- 4.1.2. No Operator shall operate commercial Flights to or from the Airport without prior permission. Each Operator must provide complete and accurate details of their planned schedule, in advance.
- 4.1.3. In the event that the Operator fails to obtain prior permission in accordance with Clause 4.1.2, the Company reserves the right to triple the applicable Charges.
- 4.1.4. The Company reserves the right to in its own discretion and with no further notice change the scheduling procedure set forth Clauses 4.1.2 and 4.1.3.
- 4.1.5. The use of the Airport is subject to:
 - 4.1.5.1. Local flying procedures as issued from time to time.
 - 4.1.5.2. The Aerodrome Manual, and all applicable statutory and other legal requirements.
 - 4.1.5.3. Any orders, instructions or directions published from time to time by the Company whether in writing or otherwise.
- 4.1.6. In addition to Clause 4.1.5 above, the use of the Airport by the Operator is subject to the conditions set out in this section:
 - 4.1.6.1. If in the opinion of the Company an Operator regularly or intentionally fails to adhere to agreed scheduling (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the Company may adopt such measures as it deems appropriate to ensure that the Operator adheres to its agreed scheduling, such measures may include the Company prohibiting the Operator or particular services of the Operator from the Airport for a fixed period of time.
 - 4.1.6.2. Operators are not permitted to operate International Civil Aviation Organisation Annex 16, VOL I, Chapter 1 or 2 aircraft at the Airport. The Company reserves the right to in its own discretion but with reasonable prior notice to the Operators implement or amend noise restrictions concerning the operations at the Airport or the pertaining aerodrome, which may restrict the Operator's current and planned operations at the Airport.
 - 4.1.6.3. Operators which operate during the IATA winter season shall avail itself of the de-icing service provided by the Company, which is chargeable at the rate from time to time in effect.

- 4.1.6.4. All Operators shall establish to the satisfaction of the Company that all Aircraft are maintained in accordance with a maintenance program approved by the aviation authority having jurisdiction over the Operator.
- 4.1.6.5. All Operators of commercial Flights must have in place adequate emergency orders and aircraft recovery arrangements, copies of which must be lodged with the Company prior to the commencement of operations.
- 4.1.6.6. Operators listed on the "List of air carriers of which all operations are subject to a ban in the Community" pursuant to Regulation (EC) No 474/2006 establishing the Community list of air carriers which are subject to an operating ban within the community (as from time to time amended and updated) are not permitted at the Airport.

4.2. **Information Requirements**

- 4.2.1. Before commencing operations at the Airport the Operator shall provide contact details to the Company. The Operator is responsible for ensuring that the Company is made aware of any changes to such contact details.
- 4.2.2. The Operator shall make available to the Company, in such form as the Company may from time to time determine, information relating to the movements of its Aircraft at the Airport by 1000 hours on the day following each of those movements, including Aircraft registration, information about the number of terminal and transit Passengers, the volume of Cargo and mail embarked and disembarked at the Airport, and the origin and destination of all Passengers, Cargo and mail.
- 4.2.3. The Operator of commercial Flights shall also furnish on demand, in such form as the Company may from time to time determine, details of the MTOW in respect of each Aircraft owned or operated by the Operator and of the seating capacity of such Aircraft.
- 4.2.4. The Operator of commercial Flights shall also furnish without delay details of any changes in the MTOW or the maximum seating capacity in respect of any Aircraft of which it is an Operator.
- 4.2.5. Where the Operator fails to provide any information required by this Clause 4 within the relevant stipulated period, the Company shall be entitled to assess the Charges payable hereunder by the Operator by reference to the MTOW and the maximum passenger capacity of the Aircraft type. The Operator shall pay the re-calculated Charges as assessed by the Company.
- 4.2.6. The Operator shall furnish to the Company, within 21 days of a written request made by the Company, copies of Aircraft load sheets to enable verification of all details with respect to the Passengers carried on any or all Flights departing from the Airport during a specific 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 the Company, produce for inspection by any person duly authorised in writing by the Company, the original copies of such documents.
- 4.2.7. The Company may request information relating to Engine NOx Emissions levels of its Aircraft from the Operator.
- 4.2.8. The Operator of an Aircraft shall provide promptly when requested to do so by the Company a copy of the Aircraft noise certificate (or other documentation acceptable to the Company) relevant to the legislation of the state of registry of the Aircraft, or where there is no such legislation, to the International Civil Aviation Organisation Annex 16.

4.3. **Ground Handling**

- 4.3.1. Ground handling is provided by the Company and is mandatory for all Aircraft unless otherwise agreed.

- 4.3.2. Only Handling Agents licensed by the Company to its required standards are permitted to operate at the Airport.
- 4.3.3. The Company reserves the right to limit the number of providers of ground handling services in accordance with the Ground Handling on Airports Act (Sw. lag (2000:150) om marktjänster på flygplatser). No such service may be provided by the Operator or any third party on its behalf other than with the prior written permission of the Company, such permission being subject to the provisions of the aforesaid act.
- 4.3.4. The Operator is to ensure that the Operator's Aircraft can be moved at any time if so requested by the Company.
- 4.3.5. Once a request has been made as indicated in Clause 4.3.4 Aircraft Parking Charges as set out in Section 1 will accrue from the time specified in the request at a rate of ten times the applicable parking Charge until such time as the Operator has satisfied the request to move the Aircraft.
- 4.3.6. The employment of a Handling Agent will not absolve the Operator from any liability under these Conditions of Use. Neither the Company nor its servants or agents shall be liable for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the activities of the Operator's appointed Handling Agent.
- 4.3.7. The Operator shall have a policy for the safe and expeditious handling of its Passengers when in transit between the terminal building and the Operator's Aircraft and vice versa. The Operator shall make available to the Company such information as specified in this Clause at its reasonable request.
- 4.3.8. The European Parliament and the Council of the European Union have issued a regulation setting out the rights of disabled persons and persons with reduced mobility when travelling by air. EC No 1107/2006 (the "PRM Regulation") covers all aspects of the provision of assistance and will ensure that disabled persons and persons with reduced mobility have opportunities for air travel comparable to those of other citizens. The Company is complying with the PRM Regulation with its own dedicated staff for providing services to assist disabled persons and persons with reduced mobility. The Operator shall as soon as reasonably practical provide to the Company details of arriving or departing Passengers who will require assistance.

4.4. **Health and Safety**

- 4.4.1. Operators are required to provide demonstrable evidence of compliance with all prevailing Health and Safety legislation. This includes *inter alia*:
 - 4.4.1.1. A company policy document on health and safety with regard to operations and activities conducted in common workplace areas. This includes leased facilities in the terminal building, departure lounges and apron areas.
 - 4.4.1.2. An organisational structure which clearly shows the roles and responsibilities of the Operator's managers in the performance of health and safety.
 - 4.4.1.3. Method statements for the performance of operations and activities in common areas. This is required whether or not activities have been sub-contracted to a third party.
 - 4.4.1.4. Risk assessments for the above, clearly showing a numerical method of assessing risk for each activity, control measures applied and a process for review.
 - 4.4.1.5. Procedure for the monitoring and auditing of the above.

4.5. **Incidents**

When an Aircraft is involved in an incident which prevents use of any part of the Airport the Operator will, within one hour, commence the removal, rescue or salvage of the Aircraft and in default the Company reserves the right to remove, rescue or salvage the

Aircraft at its discretion, and the Operator hereby indemnifies the Company or its agents against all damage, claims, costs, demands, acts or omissions whatsoever arising while the Company or its agents remove, rescue or salvage the Aircraft and undertakes to pay the Company any resultant costs, damages or losses (consequential or otherwise) relating thereto.

4.6. **Parking**

With the exception of land subject to a lease granted by the Company, the parking of any Aircraft on or at the Airport will take place under the control of, and at the discretion of, the Company having regard to operational commitments at the time. The Company reserves the right to require any Aircraft to be parked in any appropriate place, which may not necessarily be a predetermined parking stand, and the Charges will apply wheresoever the Aircraft parks on or at the Airport.

5. **Aircraft Detention**

- 5.1. Without prejudice to its statutory rights pursuant to chapter 12 section 2 of the Swedish Aviation Act or to any other right or remedy of the Company (statutory or otherwise), the Company may detain the Aircraft or otherwise prevent the Aircraft from departing from the Airport, should the Operator have any outstanding due and payable Charges that pertain to the current Aircraft's last arrival, halt or departure at the Airport, provided that the Operator does not provide the Company with adequate security for the Operators' full and timely payment of such Charges.

6. **Liability & Indemnity**

- 6.1. Neither the Company, nor its servants or agents, shall be liable to the Operator:
- 6.1.1. for loss of or damage to any Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of landing or taking off at the Airport or being removed or dealt with by the Company in the event of detention of such Aircraft in accordance with the relevant legislation or under these Conditions of Use, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result.
 - 6.1.2. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
 - 6.1.2.1. any direct or indirect loss of profits; or
 - 6.1.2.2. any indirect, special, incidental, consequential loss or loss of revenue, business contracts, anticipated savings or profits suffered by an Operator, even if such loss was reasonable foreseeable or the company had been advised of the possibility of the operator incurring it.
 - 6.1.3. for, and shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property on or at the Airport. Without prejudice to the generality of the foregoing, the Company shall not be liable to the Operator or to any other person in respect of any claims made or compensation payable to any persons for delays in or cancellations to aircraft departures or arrivals including under EC REGULATION NO. 261/2004 (Regulation on Denied Boarding and Cancellations or Long Delays) or in respect of any direct or indirect loss of the Operator in connection with such delay or cancellation.
- 6.2. Nothing in these Conditions of Use shall exclude or restrict the Company's liability for fraud, death or personal injury caused by its gross negligence or to the extent the same may not be excluded or limited as a matter of law.
- 6.3. The Company gives 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 of the public to the Airport or any part thereof without incurring any liability to the Operator.

- 6.4. The security of the Operator's Aircraft and all its contents shall at all times be the sole responsibility of the Operator who shall take such steps as it believes is appropriate to restrict unauthorised access to, or unauthorised use of, the Operator's Aircraft and its contents.
- 6.5. Subject to Clause 6.2, the maximum liability of the Company arising under or connection with these Conditions of Use, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any event exceed in respect of any calendar year, an amount equal to the total Charges payable by the Operator to the Company pursuant to these Conditions of Use in respect of that calendar year.

7. Insurance

- 7.1. The Operator shall maintain in force at all times whilst using the Airport substantial appropriate insurance cover (by reference, in particular, to the responsibilities of the Operator set out in Clause 6 above).
- 7.2. Without prejudice to the generality of Clause 7.1, the Operator shall maintain at all times passenger, baggage, cargo and third party liability insurance in respect of any Aircraft used or operated at the Airport by the Operator in a sum which shall at no time be less than the minimum levels of insurance set out in "REGULATION (EC) NO 785/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 April 2004 on insurance requirements for air carriers and aircraft operators", or such higher amount as the Company may reasonably specify. The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence or series of occurrences arising out of one event but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events or claims.
- 7.3. All operators of vehicles requiring airside access shall comply at all times and in all respects with the Company's policies on airside vehicles as laid down in the Aerodrome Manual or any other such documents as from time to time issued by the Company in its absolute discretion. Motor vehicle insurance shall be maintained in respect of all vehicles operated at the Airport as required by Swedish law.
- 7.4. Operators shall produce to the Company or its duly authorised representative, on demand, sufficient documentary evidence of such insurance policies.

8. General

- 8.1. The Company reserves the right to amend, vary or rescind any or all of the Charges and Conditions of Use at any time.
- 8.2. If any provision of these Conditions of Use is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions shall not be affected in any way.
- 8.3. No failure or delay by the Company to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or as a waiver of a preceding or subsequent breach.

9. Law & Jurisdiction

These Conditions of Use and any non-contractual obligations arising out of or in connection with these Conditions of Use shall be governed by and construed in accordance with the laws of Sweden and the Company and the Operator irrevocably submit to the exclusive jurisdiction of the Courts of Sweden in relation to any dispute, matter or non-contractual obligation arising in connection with these Conditions of Use or the Operator's use of the Airport. The District Court of Nyköping (Sw. Nyköpings tingsrätt) shall be the first instance.