

ThruXton Aerodrome Terms and Conditions of Use

Use of the Aerodrome, or any of its services or facilities, constitutes acceptance of these Conditions.

1. DEFINITIONS

1.1 **"AGCS"** Air Ground Communication Service

1.2 **"Aerodrome"** means ThruXton Aerodrome, Hampshire, operated and managed by ThruXton Circuit Ltd, including all associated runways, taxiways, aprons, refuelling installations, hangars, and facilities under its control.

1.3 **"Company"** means ThruXton Circuit Ltd.

1.4 **"Operator"** means any person, pilot, or organisation responsible for an aircraft using the Aerodrome. This includes owners, lessees, hirers, pilots-in-command, and their employees, contractors, and agents.

1.5 **"Conditions"** means these Terms and Conditions of ThruXton Aerodrome together with any Rules, Notices, Instructions, or Regulations issued by the Company.

2. USE OF THE AERODROME

2.1 The Aerodrome is private property. Permission to use it is at the sole discretion of the Company.

2.2 The Company may vary or add to these Conditions at any time. Updated versions take effect upon publication or notification.

2.3 Operators must comply with all instructions issued by the Aerodrome Manager or their authorised representatives.

2.4 The Company may direct an Operator to move or remove an aircraft for operational, safety, or commercial reasons. Such instructions must be complied with immediately.

2.5 The Company reserves the right to refuse use of the Aerodrome or to withdraw services where necessary for safety, operational, or financial reasons.

3. CHARGES

3.1 A schedule of landing fees, parking charges, fuel prices, and service rates is published by the Company and available on request.

3.2 The Company may amend charges at any time without notice, though reasonable notice will be provided where practicable.

3.3 Publication of charges does not constitute an offer to provide services. Availability is subject to operational constraints.

4. PAYMENT

4.1 All charges for landings, parking, housing, fuel, or services are payable on demand unless a credit account has been approved by the Company.

4.2 Non-account Operators must settle charges before departure of their aircraft or at the time services are provided.

4.3 The Company may require advance payment at its discretion.

4.4 Fuel supplied remains the property of the Company until paid for in full. The Company may detain the aircraft into which the fuel has been delivered until payment is received.

4.5 Invoices must be paid within **seven (7) days** unless otherwise agreed in writing.

4.6 Interest will be charged on overdue sums at **4% above the Bank of England Base Rate**, calculated daily.

5. OUT-OF-HOURS SERVICES

5.1 Out-of-hours services include, but are not limited to, aircraft movements, fire cover, AGCS, and refuelling outside published opening hours.

5.2 All out-of-hours services must be **booked and paid for in advance**.

5.3 Cancellations will only be refunded if notice is received by **16:00 (4pm) on the day before** the service was scheduled to be delivered.

5.4 Non-account Operators must pay by card at the time of booking. Account holders may, at the discretion of the Company, be invoiced.

5.5 Operators who fail to attend for a booked service remain fully liable for the charges.

5.6 The Company may decline to provide out-of-hours services to Operators with a history of repeated non-attendance or non-payment.

6. SAFETY AND OPERATIONAL REQUIREMENTS

6.1 Operators must ensure that all aircraft using the Aerodrome comply with current laws, regulations, and CAA requirements.

6.2 Operators are responsible for ensuring that their aircraft are airworthy, properly crewed, and operated in accordance with applicable flight rules.

6.3 Operators must ensure that all persons under their control (crew, passengers, contractors) comply with Aerodrome safety requirements.

6.4 Any spillage of fuel or other hazardous substances must be reported immediately to the Aerodrome Manager. Operators are responsible for the cost of clean-up and disposal.

6.5 Operators must not leave foreign object debris (FOD) or other hazards on manoeuvring areas, aprons, or parking stands.

6.6 Vehicles operated airside must comply with Company instructions, speed limits, and signage, and may only be driven by authorised and insured persons.

7. COMPANY'S LIEN

7.1 The Company has a contractual lien over any aircraft, its parts, or accessories located at the Aerodrome for all charges, costs, or liabilities due from the Operator.

7.2 The lien applies regardless of whether the charges relate to the specific aircraft detained or to other aircraft under the Operator's control.

7.3 If outstanding charges are not settled within **fourteen (14) days** of written notice, the Company may sell, dispose of, or otherwise deal with the aircraft or property. The Company has no obligation to obtain the best possible price.

7.4 Storage or parking charges will continue to accrue while an aircraft is held under lien.

8. LIABILITY

8.1 The Company shall not be liable for any loss, damage, injury, or delay to aircraft, persons, or property, however caused, except where liability cannot legally be excluded.

8.2 The Operator shall indemnify the Company against all claims, costs, or liabilities arising from the Operator's use of the Aerodrome, including the acts or omissions of crew, passengers, contractors, or agents.

9. INSURANCE

9.1 The Operator must maintain Passenger and Third-Party Liability Insurance for each aircraft using the Aerodrome, with a minimum cover of **£5,000,000 per occurrence**, or such higher amount as the Company considers appropriate.

9.2 Evidence of insurance must be produced to the Company on request.

9.3 Any vehicle operated airside must be insured for third-party risks.

9.4 The Operator shall indemnify the Company against any claim resulting from failure to maintain adequate insurance.

10. INFORMATION REQUIREMENTS

10.1 The Operator, or their appointed handling agent, must provide the Company with any information reasonably requested in connection with the operation of aircraft at the Aerodrome, including (but not limited to) aircraft details, crew and passenger numbers, and intended flight movements.

10.2 The Operator must cooperate with the Company in providing such information promptly, where it is required for:

- (a) safety and operational planning;
- (b) regulatory compliance; or
- (c) accurate billing.

10.3 Failure to provide requested information does not relieve the Operator of liability for any charges incurred.

11. GENERAL

11.1 These Conditions override any terms put forward by the Operator.

11.2 If any provision of these Conditions is found invalid, the remainder shall remain enforceable.

11.3 These Conditions shall be governed by and construed in accordance with the laws of England and Wales.