



GOODWOOD AERODROME

Goodwood, Chichester, West Sussex. PO18 0PH

GOODWOOD ROAD RACING COMPANY LIMITED

PREFACE

1. Goodwood Aerodrome is owned by Goodwood Road Racing Company Limited and is licensed for use only by the Company and by persons specifically authorised by the Company.
2. The Unfair Contract Terms Act 1977 affects terms or notices which exclude or restrict liability for negligence. The Company draws the attention of potential users of the Aerodrome to clause 3 of the Conditions of Use which exclude the Company's liability in certain circumstances.
3. Section 88(1) of the Civil Aviation Act 1982 entitles aerodrome managers to detain aircraft for the non payment of charges. Please see clause 7.1 of the Conditions of Use for further details.
4. Attention is drawn to clause 5 of this document under which the Company is entitled to charge interest on overdue accounts.
5. Additional copies of these Conditions are available from the Aviation General Manager.

GOODWOOD AERODROME CONDITIONS OF USE

1. INTERPRETATION

- 1.1 In these Conditions of Use, the following definitions shall apply:

Aerodrome means Goodwood Aerodrome as described in Schedule 1 of CAA Aerodrome Licence no P781;

Aerodrome Website means <http://www.goodwood.co.uk/aviation/aerodrome> as amended or replaced by the Company from time to time;

Certificate of Airworthiness has the same meaning as set out in the Air Navigation Order 2009, and references to a Certificate of Airworthiness in these Conditions of Use shall include any validations thereof and any flight manual or performance schedule relating to the aircraft;

Company means Goodwood Road Racing Company Limited, a limited company with company number 00466176 whose registered office is at Goodwood, Chichester, West Sussex PO18 0PX;

Conditions means these Conditions of Use including its Schedule and Annexes;

Flight has the same definition set out in the Air Navigation (No.2) Order 2000 as amended;

Jet Aircraft means any fixed or rotary-winged aircraft powered by a turbine engine;

Local Procedures means any written procedures issued by the Company supplementing these Conditions, including the Aerodrome Manual, Aerodrome Flying Order Book, Aviation General Manager's Notices, Aviation General Manager's Instructions, Notices to Operators and Operational Safety Instructions, as amended by the Company from time to time and any other written procedures as notified by the Company, such amendments or notifications being communicated by written notice to the Operator and/or providing notice by way of update on the Aerodrome Website;

Maximum Total Weight Authorised means, in relation to an aircraft, the maximum total weight of that aircraft and its contents at which the aircraft may take off in the United Kingdom in the most favourable circumstances in accordance with the Certificate of Airworthiness for the time being in force in respect of the aircraft; however, in the event the Certificate of Airworthiness indicates a maximum total weight at which the aircraft may taxi,



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that weight shall be taken to be the Maximum Total Weight Authorised;

Non-jet Aircraft means any fixed or rotary-winged aircraft which is not a Jet Aircraft and which is powered by a piston engine;

Operator means, in relation to an aircraft, the person for the time being having the management of that aircraft, and otherwise any such person/s present and/or engaging in any activities at the Aerodrome;

Prior Permission Request means a request to land at the Aerodrome made by the Operator (or by an agent, employee or representative of the Operator) in advance of the Time of Landing in accordance with clause 2.2; and

Schedule of Charges means Schedule 1.

- 1.2 References to Clauses, Schedules and Annexes shall be to clauses of and schedules and annexes to these Conditions.
- 1.3 References to a legislative or statutory provision shall include any provision of which it is a re-enactment as well as all orders and regulations made pursuant to such provision and all modifications or re-enactments from time to time.
- 1.4 To the extent that there is a conflict or inconsistency between the provisions of these Conditions and the Schedules or Annexes then the former shall prevail.

2. USE AND OPERATION

2.1 General

2.1.1 The Company shall allow the Operator to operate on a non-exclusive basis to and from the Aerodrome, subject always to the provisions contained in these Conditions and any Local Procedures as amended from time to time by the Company by giving written notice to the Operator and/or providing notice by way of update on the Aerodrome Website.

2.1.2 The Operator shall at all times comply with the provisions of these Conditions of Use (including its Schedules and Annexes) and all laws, rules, regulations and legislation which are applicable to the Operator whether directly or indirectly in relation to the Operator's operations at the Aerodrome, including (but not limited to):

- a) the local flying restrictions and remarks published from time to time in the AGA Section of the United Kingdom Aeronautical Information Publication (also known as UK Air Pilot); and
- b) Aerodrome Byelaws, the instructions of the Aviation General Manager or his nominated deputy, and orders or directions published from time to time by the Company, the Civil Aviation Authority or the Department for Transport which may vary any of the terms and conditions set out herein.

2.1.3 All pilots of aircraft using the Aerodrome must hold an appropriate current pilot's licence together with a valid certificate of currency for the aircraft type in question.

2.1.4 Aircraft which become technically unserviceable or subject to extensive delay must, if required, be relocated as soon as possible to a non-operational area of the Aerodrome and the Aviation General Manager must be informed. The Operator must ensure that there are in place the necessary arrangements and equipment to facilitate the towing of their aircraft. Charges shall apply in accordance with clause 4 and the Schedule of Charges.

2.2 Operating Hours

2.2.1 Subject to clause 2.3 below, the Operator shall operate at the Aerodrome only during the normal operating hours.

2.2.2 For the purposes of clause 2.2.1, normal operating hours shall be:

- a) during the months of December and January, between 09.00 and 16.00 local time;
- b) during the months of November, February and March, between 09.00 and 17.00 local time; and
- c) during the months of April, May, June, July, August, September and October, between 08.00 and 17.00 Zulu Time/UTC.



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2.2.3 The Company reserves the right to extend or reduce its operating hours on a licensed basis.

2.2.4 The Company reserves the right in its absolute discretion to close the Aerodrome to all users and Operators or restrict activity as appropriate during adverse weather conditions, either for safety reasons or to protect the Aerodrome surface.

2.3 Out of Hours Flying

2.3.1 Subject to the following conditions, if the Operator does not require the use of a Licensed Aerodrome they may operate at the Aerodrome outside of the published operation hours (see 2.2)

- a) no aircraft may be operated between sunset and 07.00 Z;
- b) no aerobatics, touch and go's or circuit training (including missed approaches) is permitted at the Aerodrome once ATS is closed; and
- c) all Operators wishing to fly out of hours must sign and ensure that the Aerodrome has received an indemnity form provided by the Company, which can also be downloaded from the Aerodrome Website. Failure to submit a signed indemnity form and to ensure receipt by the Aerodrome prior to the out of hours use will result in refusal of permission to operate out of hours.

2.4 Prior Permission Requests and Flight Plans

2.4.1 The Operator must make a Prior Permission Request by telephone or radio during the normal operating hours of the Aerodrome in advance of any aircraft landing or take-off. If no such request is made, the Licence Holder reserves the right to refuse landing or take-off of any aircraft.

2.4.2 The Operator must file a flight plan with the Company:

- a) at least 1 hour before departure for Visual Flight Rules plans; or
- b) at least 3 hours before departure for Instrument Flight Rules plans.

2.5 Noise Abatement Procedures

The Operator shall make best endeavours to comply with the Aerodrome's duty to operate without causing unnecessary disturbance to its neighbours and to comply with any noise abatement procedures as set out in CAA UK Air Pilot or the Aerodrome Manual or as notified by the Company from time to time.

2.6 Additional Services

These Conditions shall incorporate and, as necessary, apply to the terms and conditions for the following additional services provided by the Company at the Aerodrome:

- a) Goodwood Flying School and Aero Club T&C's (Annex 1)
- b) Out of Hours Permit – Conditions of Use (Annex 3)
- c) Aerodrome Services including hangarage, fuelling and parking (Annex 4); and
- d) Engineering (Annex 5)

3. LIABILITY AND INDEMNITY

3.1 Neither the Company nor its respective servants, agents, subcontractors, direct or indirect parents or subsidiaries, affiliates, directors, officers, employees, successors, assignees or insurers (together the **Related Persons**) shall be liable for loss of or damage to aircraft, their parts or accessories or any property contained in aircraft, occurring while aircraft are at the Aerodrome or are in the course of landing or taking-off at the Aerodrome, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the Company, its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

3.2 In any event, neither the Company nor any Related Persons will be liable for any claims, whether arising in tort or contract or otherwise, to the extent that such claim is for consequential, economic, special or other indirect loss, including loss of profit, business or goodwill.

3.3 The Company in no way guarantees the continued use or operation of the Aerodrome and may at any time and from time to time at its sole discretion close or restrict the use or access by Operators to the Aerodrome or any part thereof and forbid the entrance of any



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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.

- 3.4 The Company and any Related Persons shall be kept indemnified by the Operator against all costs (including legal costs and disbursements), claims, damage, loss and injury of any description due to, or arising out of, the use by the Operator of the Aerodrome, or by the presence of the Operator's aircraft or other property on the Aerodrome or on areas or premises occupied or controlled by the Company, save where such costs, claims, damage, loss and injury are caused by the Company or its agents, servants or Employees acting with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such indemnity is prohibited by statute.

4. FEES & CHARGES

4.1 General

- 4.1.1 The Operator shall pay the appropriate charges for the engineering, landing, parking or housing of aircraft and/or for the use of the Aerodrome as set out in this clause 4 and in the Schedule of Charges. 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 the Company; 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 the Company.
- 4.1.2 All charges referred to in this clause 4 shall accrue from day to day and, unless some other arrangement has been agreed in writing by the Company shall be payable to the Company on demand and, whether a demand has been made or not, before the aircraft departs from the Aerodrome.
- 4.1.3 Nothing in these Conditions shall prevent the Aviation General Manager or his nominated deputy, at his sole discretion, from abating or waiving either wholly or in part any of the charges or surcharges set out in this clause 4 or the Schedule of Charges, any such abatement and waiver being set out in writing and signed by the Aviation General Manager or his nominated deputy.
- 4.1.4 Nothing in these Conditions shall prevent the Aviation General Manager or his nominated deputy, at his sole discretion, from increasing any of the charges or surcharges set out in this clause 4 or the Schedule of Charges, any such increase being set out in writing by the Aviation General Manager or his nominated deputy.
- 4.1.5 The Operator shall not without the express written consent of the Company be entitled in respect of any claim he may have against the Company 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.
- 4.1.6 All charges referred to in this clause 4 and in the Schedule of Charges are exclusive of any Value Added Tax which 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.
- 4.1.7 If the Company is not reasonably satisfied that an Operator has capacity to meet its on-going financial obligations under these Conditions or does not adhere to the payment terms, the Company may require a cash deposit or an unconditional bank guarantee in an acceptable form. This deposit or bank guarantee shall be for an amount equal to the Company's reasonable estimate of the Aerodrome charges the Operator is likely to incur over a 3 month period.

4.2 Landing Charges

- 4.2.1 The Operator shall pay the appropriate charges for the landing of aircraft at the Aerodrome as set out in the Schedule of Charges.
- 4.2.2 The weight charge on landing will be assessed and payable on the basis of the Maximum Takeoff Weight Authorised.

4.3 Hangarage and Parking Charges

- 4.3.1 The Operator shall pay the appropriate charges for hangarage or parking of aircraft at the Aerodrome as set out in the Schedule of Charges and Annex 4.
- 4.3.2 The charge for parking of aircraft at the Aerodrome will be assessed and payable on



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the basis of the Maximum Takeoff Weight Authorised and will accrue from twenty four hours after landing.

- 4.3.3 The parking charges will be based on the total number of days that the aircraft has been parked on areas designated as Aerodrome parking areas and will apply regardless of whether the aircraft is secured to the ground or to a structure on the Aerodrome or is left on the ground unsecured.
- 4.3.4 The Aviation General Manager, 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.
- 4.3.5 No aircraft will be accepted for housing or long-term parking unless agreement has been obtained in writing from the Aviation General Manager or his nominated deputy.

4.4 Surcharges

- 4.4.1 Where any Flight imposes an additional policing requirement over and above the services normally provided at the Aerodrome, the Aviation General Manager, or his nominated deputy, may require the Operator to pay a charge equivalent to the additional identified cost of policing that Flight.
- 4.4.2 An Operator, having received approval from the Company for an out of hours movement, must inform the Company if the movement is no longer required. The Company reserves the right at its discretion to invoice the full out of hours charge if no notification of the cancellation is received or such notification of cancellation is received after additional costs associated with the extension have been incurred.

4.5 Other Charges

Out of hours surcharges, training and fees, security charges, air traffic charges, RFFS and ATS upgrade charges, engineering and rescue and fire service charges may be payable by the Operator as further detailed in the Schedule of Charges.

4.6 Aero Club Charges

Members of the Aerodrome Aero Club are entitled to reduced landing fees in accordance with the Schedule of Charges.

5. INTEREST

The Company shall be entitled to charge interest or any charges payable pursuant to these Conditions which have not been paid in accordance with any written arrangements for payment made between the Company 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 the Company 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 5% and such interest shall be paid by the Operator at the same time as the charges to which it relates. In addition to contractual interest, reasonable debt recovery costs commensurate with the debt recovery costs provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 will be payable.

6. PAYMENT OF CHARGES

- 6.1 The Operator shall pay all charges due under clause 4 in accordance with any written arrangements for payment made between the Company 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 the Company of such charges.
- 6.2 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to the Aerodrome as if no such tax or charge had been imposed.
- 6.3 If an Operator fails to adhere to the payment terms on more than one occasion or an Operator's deposit and/or guarantee is exhausted then the Aerodrome may require that Operator to pay its charges weekly in advance.
- 6.4 For scheduled services and any programmed charter service, the Company may require



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adequate security to be provided for the payment of charges estimated to be payable for a period of up to six months in respect of such services prior to such services commencing.

- 6.5 If payment under clause 6.1 is not made to the Company within 21 days after a letter demanding payment thereof has been sent by post to the registered owner of the aircraft at any place at which he carries on business, the Company 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.

7. LIEN

- 7.1 Under section 88 of the Civil Aviation Act 1982, the Company has the power to detain aircraft where default is made in the payment of Aerodrome charges. The power relates to aircraft in respect of which charges were incurred (whether or not they were incurred by the person who is the Operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the Operator at the time the detention begins.

- 7.2 As 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 the Company, the Company shall have a continual lien both particular and general for all charges under clause 4 whatsoever and whensoever incurred which shall be or become due and payable to the Company upon either:

7.2.1 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

7.2.2 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 the Company'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.

8. PROVISION OF INFORMATION

- 8.1 The Operator or its appointed handling agent shall furnish to the Company, in such form as the Company may from time to time determine, information relating to the movements of its aircraft or aircraft handled by the agent at the Aerodrome of the Company with 24 hours' notice of each of those movements together with the name and address of the Operator who is to be invoiced.

- 8.2 The Operator or its appointed agent shall also furnish on demand in such form as the Company may from time to time determine fleet details, including but not limited to details of Maximum Takeoff Weight Authorised in respect of each aircraft owned or operated by the Operator.

- 8.3 The Operator or its appointed agent shall also furnish without delay details of any changes in the Maximum Takeoff Weight Authorised in respect of each aircraft owned or operated by the Operator.

- 8.4 Where the Operator or its handling agent fails to provide the information required by this condition within the period stipulated herein, the Company 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 the Company.

9. HEALTH & SAFETY AND SECURITY

- 9.1 The Operator must comply with its obligations under the Health & Safety at Work Act 1974 and all other relevant health and safety legislation.

- 9.2 The Operator and his employees, agents and representatives shall ensure that high visibility clothing is worn at the Aerodrome during hours of darkness or in low visibility.

- 9.3 The Operator shall immediately inform the Aviation General Manager of any safety or security issues arising which may have an impact on other users of the Aerodrome. Where common safety responsibilities are identified the Operator shall co-operate and co-ordinate its activities with the Aerodrome and other users of the Aerodrome to ensure a safe place of work for staff, public, contractors and others using the Aerodrome.



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- 9.4 The Operator shall be responsible for the activities of any contractors and external support organisations employed or engaged by it, and shall ensure that contractors and external support organisations are advised of all current Aerodrome health and safety requirements which have been notified to the Operator by the Company, including the Aerodrome Manual, and provide the necessary risk assessments and method statements to the Operator, which shall provide them to the Company on demand.
- 9.5 The Operator shall immediately report to the Aviation General Manager any areas of concern observed within the Aerodrome boundary which it considers merit corrective action.
- 9.6 The Operator shall respond positively to any reasonable requests by the Company regarding confirmation of safety responsibilities, risk assessments, accident records, improvement actions, and any other health and safety information and shall provide copies to the Company upon demand.

10. AUTHORITY

- 10.1 The Company, its servants or agents, shall have authority to either board or detain 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.
- 10.2 The Company, its servants or agent, shall have authority to remove from the Aerodrome any person who it believes to be causing a nuisance or disturbance or, in the opinion of the Aviation General Manager, whose behaviour is detrimental to the Aerodrome or other users of the Aerodrome.

11. REMOVAL OF AIRCRAFT

- 11.1 Subject to approval from the Air Accident Investigation Branch, where relevant, the Company reserves the right to remove or require the removal of any aircraft which is stranded at the Aerodrome, or which is in the opinion of the Aviation General Manager in any way impeding the safe and efficient operation of the Aerodrome to an alternative location within the Aerodrome so as to avoid disruption to other users of the Aerodrome and to ensure the smooth running of the Aerodrome.
- 11.2 The obligation to remove any aircraft is an obligation of the Operator of that aircraft who shall take steps to remove any such aircraft immediately upon receiving written notice from the Aviation General Manager or nominated representative requiring such removal. Should an Operator refuse to comply with a reasonable request to move the Aircraft for the purposes of 11.1, a charge of eight times the published parking charge applicable to the aircraft type will be made.
- 11.3 The Operator shall fully and effectively indemnify and hold harmless the Company from and against any and all loss damage costs liabilities and expenses howsoever incurred as a result of any removal or failure to remove an aircraft pursuant to clause 11.1.
- 11.4 If the Operator is unable to comply with a notice given by the Aviation General Manager under clause 11.2, the Operator may request the Company to carry out the removal provided that the Operator shall enter into an indemnity in respect of all the costs of such removal and in respect of any loss damage costs liabilities and expenses which may be suffered or incurred by the Company in carrying out such removal and including any liability for loss or damage to property including that of the Company for or in respect of bodily injury (including death) which may be made against the Company and a waiver and exclusion of any liability on the part of the Company to the Operator for loss or damage caused to the aircraft by such removal other than any which is property attributable to the wilful misconduct of the Company, its servants or agents.
- 11.5 The Company reserves the right at its discretion to carry out such aircraft removal where in the opinion of the Aviation General Manager time is insufficient to submit a notice pursuant to clause 11.2 and safety at the Aerodrome is jeopardised.
- 11.6 The Operator shall fully and effectually indemnify and hold harmless the Company against any and all loss damage costs liabilities and expenses that may be suffered and incurred by the Company in carrying out any aircraft removal pursuant to this clause 11.

12. APPOINTMENT OF PROCESS AGENT

- 12.1 Where the Operator's aircraft is registered outside the United Kingdom the Operator shall



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provide the Company with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on its behalf.

- 12.2 The notification of an agent under this condition shall be irrevocable unless replaced with another agent resident in England and Wales and notified to the Company. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

13. INSURANCE

- 13.1 The Operator agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the Operator at the Aerodrome (including use of the hangarage, engineering and parking facilities) in such amounts not being less than £5,000,000 (five million pounds) as shall in the Company's complete discretion be reasonable according to the size and type of aircraft operated and shall on demand produce to the Company sufficient documentary proof of such insurance including the security thereof.

- 13.2 In respect of any vehicle which the Operator or its servants, agents, or associates may use or operate at the Aerodrome the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount in the view of the Company having regard to the nature of the risks. Evidence of such insurance shall be produced to the Company upon request.

14. COMMERCIAL POLICY

An Operator shall not engage in any conduct or apply any policy, rule or restriction which would adversely impact on the Company's commercial position or that of tenants, concessionaires, agents and/or other authorised Aerodrome users.

15. COMPLIANCE

- 15.1 The Operator and the Company agree that they shall each not engage and will use all reasonable endeavours to procure that those employed by them or any agents or sub-contractors contracting with them will not engage in any conduct (including by way of acquiescence or failure to perform) that would constitute an offence under the Bribery Act 2010 or which would result in liability for fraud, insolvency crimes or other corruption crimes.

- 15.2 In the event of breach of the obligations in this clause 15 by either party the other party has the right to immediately terminate any arrangement between the parties. The party in default shall indemnify the other party for any loss that party suffers as a result of the breach.

16. VARIATIONS

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

17. FORCE MAJEURE

The Company shall not be held liable for any failure to perform its obligations if such failure results directly or indirectly from Force Majeure.

18. ASSIGNMENT

- 18.1 The Operator may not assign any of their rights or obligations under any of the arrangements with the Company without prior written authority from the Company.

- 18.2 The Company may assign any of its rights or obligations under any of the arrangements with the Operator.

19. LAW AND JURISDICTION

Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in England and shall be governed by and construed in accordance with the laws of England and Wales. The Aerodrome and Operator hereby submit to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these conditions or their subject matter (including any



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non-contractual disputes or claims).

20. ENQUIRIES ON THE CONDITIONS

Any enquiries should be addressed in the first instance to the Aviation General Manager's office.



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SCHEDULE OF FEES AND CHARGES

With effect from 1 January 2015

1. LANDING FEES AND TOUCH & GO'S

These can be obtained from the Aviation General Manager at Goodwood Aerodrome, Goodwood, Chichester, West Sussex, PO18 0PH or online at:

<https://www.goodwood.com/aviation/aerodrome/aerodrome.aspx>

2. PARKING CHARGES

These can be obtained from the Aviation General Manager at Goodwood Aerodrome, Goodwood, Chichester, West Sussex, PO18 0PH or online at:

<https://www.goodwood.com/aviation/aerodrome/parking.aspx>

3. OUT OF HOURS

<https://www.goodwood.com/aviation/pilot-information/arrival-and-departure.asp>

4. TRAINING / PPL CHARGES for Goodwood Flying School

<https://www.goodwood.com/aviation/flying-school/flying-school.aspx>

5. MISCELLANEOUS CHARGES

Details of other charges including hire of equipment and hire of facilities available on request from the Aviation General Manager.

6. ENGINEERING

<https://www.goodwood.com/aviation/engineering/engineering.aspx>

7. HANGARAGE

These charges can be obtained from the Aviation General Manager at Goodwood Aerodrome, Goodwood, Chichester, West Sussex, PO18 0PH or online at:

<https://www.goodwood.com/aviation/aerodrome/hangarage.aspx>

THESE CHARGES MAY BE VARIED FROM TIME TO TIME UPON NOTICE

INTEREST WILL BE CHARGED ON LATE PAYMENTS



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ANNEX 1

GOODWOOD FLYING SCHOOL AND AERO CLUB TERMS AND CONDITIONS

In these terms and conditions, the Flying School means Goodwood Flying School (GFS), the Club means Goodwood Aero Club and the Aerodrome means Goodwood Aerodrome or any other site deemed by the Company to be suitable for use by aircraft. GFS is, for the purpose of these terms and conditions, the agent for the Goodwood Road Racing Company Ltd (GRRC) and for each company within the Goodwood group (the Group).

OPENING HOURS

1. Published aerodrome opening hours are 0800 – 1700 z/UTC April to October, 0900 – 1700L November, February and March, 0900 – 1600L December to January
2. In exceptional circumstances, flying outside the stated opening times may be authorised by the Club. The guidelines set out in the GPS Ops Manual with reference to out of hours operations must be adhered to.

BOOKINGS

3. All bookings must be made via and approved by a Club staff member. Subject to the availability of an aircraft and/or a flying instructor, a Member may book in advance a time for instruction or the hire of an aircraft and must be available at least ten minutes prior to that time.
4. Cancellation of any bookings, whether for instruction or private hire purposes, must be notified to the Club staff no later than 24 hours prior to the booking commencement time. Cancellations made with less than 24 hours notice will attract an administration charge of at least £30 for each booking cancelled and will be subject to the Club's cancellation terms below. Exemptions will only be made under exceptional circumstances and entirely at the discretion of the Club.
5. Members failing to be present at the Club for the commencement of a booking or arriving too late to allow the flight or instruction to be fulfilled will be deemed as having made a late cancellation and will be charged in accordance with the Club cancellation terms below.
6. In the case of bad weather it is the responsibility of the Member to call the Club on the morning of their flight to ascertain whether or not the flight or lesson can go ahead. This decision is at the discretion of the Instructor or the Club, as the case may be. Failure to agree cancellation of bookings for weather related reasons in advance of the booking commencement time will result in the application of the cancellation policy.
7. In the case of bookings made using GFS vouchers, please note that these are subject to additional terms and conditions which will be provided with each voucher. All GFS vouchers are valid for a period of nine months unless extended by the written agreement of GFS.

MEMBERSHIP

7. Every pilot flying with GFS, whether flying on self-fly hire or as students under instruction (which includes solo flights flown under instructional courses) must be a Member ("the Member") of the Club. Anyone undergoing a trial flying lesson, flight test or who is booked onto a residential course of flying training may hold temporary membership.
8. Membership fees are paid annually in advance and are non-refundable. Temporary members must pay fees in advance.
9. Each Member shall be bound by and shall comply with:
 - a) the rules and requirements and the Terms of Hire of the Flying Order Book, which is maintained at the Flying School;
 - b) any rules and requirements which shall be laid down by GFS for the use, operation and hire of aircraft;
 - c) these terms and conditions;
 - d) the terms of membership of the Goodwood Aero Club, which may vary from time to time.
10. Members undertaking instruction or a course of training at any location must at all times:
 - a) conduct themselves in a safe and professional manner;
 - b) comply with all requirements of the GFS Ops Manual;
 - c) follow all directions of instructors and ground staff in relation to all matters relating to the handling and operation of aircraft.and failure to do so may result in early termination of training and cancellation of Membership with the Club without entitlement to any reimbursement or refund, at the discretion of the Club.



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11. A Member shall be entitled to receive all rights and privileges which may be attached to the level of Membership current at the commencement of each Membership year and which are current at the time of flight.

12. Membership of the Club shall not impose upon GRRC any contractual or other obligation in respect of any hire or training contract entered into with GFS. If a person who is not a Member or who has ceased to be a Member enters into any contract of training or hire with GFS, that person shall not be relieved of any obligation to perform the obligations created by that contract and the contract, shall be void at the option of GFS.

13. If a Member is under 18 years of age, that Member's parent or guardian shall sign these terms and shall be personally liable for payment to GFS of all monies due. The Member's parent or guardian shall indemnify GFS and GRRC against and in respect of all liabilities of the minor arising out of the training of the minor or hire by or to the minor of any aircraft.

14. All offers, discounts and packages, whenever commenced expire either on the 31st December each year or when the current offer, discount or package is completed, unless otherwise stated.

TRAINING

15. Training may be provided:

- a) on a lesson by lesson basis or as a course of study;
- b) at an alternate aerodrome;
- c) subject to offers and promotions provided by any company within the Goodwood Group from time to time.

16. GFS shall be entitled to alter, add to, amend or withdraw all or any of the courses of training offered at any time.

17. All courses are offered subject to demand and to places remaining available.

18. A deposit of an amount agreed in advance will secure a place on any course of training. Deposits are non-refundable in the case of cancellation or non attendance by the Member.

19. Acceptance of a Member on a course of training does not imply acceptance on any subsequent course of ground or flight training.

20. Whilst GFS or the course provider will endeavour to provide training at the time and place most convenient to the Member, GFS shall be entitled to defer, re-arrange or re-site training at its sole discretion for reasons including but not limited to bad weather, technical failure of aircraft, sickness or changes in training requirements. The Member shall be entitled to refuse such re-arrangements but shall only be entitled to receive a credit against future training. No refund will be payable other than at the sole discretion of GFS or GRRC.

HIRE OF AIRCRAFT

21. The Member shall only be entitled to hire aircraft in respect of which the Member is certified and approved by a member of GFS staff.

22. Each hire shall constitute a separate and distinct contract between the Member and GFS.

23. The GFS Ops Manual will be read and signed before a self-fly hire contract can be authorised. A signature within the GFS Ops Manual signifies that the Member agrees to be bound by the terms of the GFS Ops Manual.

FEES AND CANCELLATION REFUNDS

24. The charges for flying instruction and hire of aircraft shall be fixed by the Club and may be subject to revision from time to time. Discounted rates only apply if the account is in credit prior to the flight taking place otherwise the standard rates will apply.

25. The appropriate charge must be paid immediately upon the completion of any flight unless alternative arrangements have been made to open an account with the Club.

26. Non-refundable deposits will be required upon booking all courses, at different levels according to the type of course. A booking will not be considered confirmed until this deposit is received.

27. GFS reserves the right to levy an administration fee at its current rates to any account where a refund of account balance has been requested.

28. Block bookings at a discounted rate can be made if paid for in advance. If a Member does not complete the booked course any balance will be refunded less the deposit and less a cancellation fee of £100 or 10% of the monies remaining, whichever is the greater.



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29. In the case of cancellation of an aircraft hire or a Group booking utilising two or more aircraft, a cancellation charge will be applied on a percentage basis depending on the length of notice of cancellation and the first flight booked:

Period of notice of cancellation	percentage of total booking fee
Less than 24 hours	100%
Between 24 and 48 hours	75%
Between 7 days and 48 hours	50%

30. When a refund has been requested on an account balance where the funds were paid in order to attract a pre-pay discount, GFS shall verify the discount applied to any services settled using these funds and reverse such discount as previously applied plus an administration fee as above.

31. GFS may at its sole discretion offer full or partial refunds of account balances. The discretion will only be exercised if the total amounts due for the course or package have been paid. Where a refund of a course or package that included airfield charges is offered GFS reserves the right to recharge the airfield charges to the account at the standard published rates applicable at the time of each flight flown.

32. Unless otherwise agreed in writing all fees are quoted excluding VAT which shall be added at the prevailing rate.

33. Unless otherwise agreed in writing each Member shall be liable for all CAA fees and charges to be paid in respect of any exams, licenses and tests undertaken by the Member.

34. In the event of a change in the price of fuel or an increase in landing or navigation fees GFS shall be entitled to require a surcharge to be paid which in its absolute discretion compensates it for the increased operating costs.

35. The prices of our residential courses do not include accommodation. We can suggest several local accommodation providers to you and give you their details. Any student wishing to make their own arrangements for accommodation may do so. All accommodation costs must be made directly to the accommodation provider.

36. All non-flying items such as ground school, equipment, exams etc should be paid for separately and cannot be deducted from any account unless otherwise agreed with GFS.

37. Failure by any Member to pay any monies on the due date shall be grounds for immediate termination of a course or package and/or Membership.

BANNER TOWING

38. Aerodrome availability for Banner Towing is strictly in accordance with the published operating hours of the Aerodrome (see 2.2). Banner Towing is strictly PPR at all times.

39. All bookings must be made in advance and approved by a GFS staff member. The minimum booking period is 30 minutes, which is calculated from take-off to landing.

40. Banner towing rates will be notified upon enquiry and include all costs of use of standard operation at GFS, including fuel, aircraft and pilot costs. If required, positioning costs to nearest airfield and landing fees will be applied. In addition, GFS shall not be responsible for the banner design, sign off, delivery or any costs associated with the banner production.

41. A deposit of 50% is required to confirm a booking. The balance must be paid in full 48 hours prior to departure.

42. Full details must be provided to GFS at the time of booking, including (but not limited to) proposed location, banner requirements and contact details. Failure to provide accurate contact details could result in cancellation of the flight.

43. GFS must be notified which banner production type is required. In the event that a basic banner is required, a banner production form must be completed and signed and returned to GFS at least three working days prior to the flight date. In the event that a premium banner is required, this must be supplied by a GFS nominated supplier. Premium banners must be provided to GFS within three working days prior to the flight date.

44. GFS is not responsible for any damage to a premium banner incurred during a flight, howsoever caused.

45. All flights are subject to weather conditions, air traffic control, restricted zones and availability of aircraft and pilots.

46. While GFS will provide prompt notification of any disruption to flight times to the named contact, GFS is not responsible for delays in display times due to operational or external factors outside its control, weather conditions or air traffic control notifications. The decision to proceed with a flight is entirely at the discretion of GFS.



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47. In the event that a flight cannot take place as a result of a decision by GFS not to proceed, another flight will be rescheduled. In the event that a flight cannot be rescheduled then a refund of the amount paid less an administration fee of £75 will be made.



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ANNEX 2

OUT OF HOURS PERMIT CONDITIONS OF USE

Only the holders of valid permits may use the Aerodrome outside published hours, subject to the following conditions:

1. The permit is valid between 07:00 local and sunset as determined at the Aerodrome. The sunset time is available from ATS. Permits must be renewed annually for based aircraft or daily and for each flight if the aircraft is visiting (non based). The definition of "based" is that the aircraft has a pre existing and current agreement for hangarage and/or outside parking at Goodwood.
2. The pilot must obtain prior permission from ATS (PPR) for each intended flight. If there is no PPR for the intended flight, the pilot shall not use the Aerodrome under any circumstances. Use of the Aerodrome without PPR constitutes trespass.
3. It is incumbent on the pilot to brief himself fully prior to the flight. He will be advised of any known restrictions to Aerodrome use when obtaining PPR.
4. The Out of Hours permit may be temporarily withdrawn at any time if, in the opinion of ATS and/or the Aerodrome Authority, the airfield is not suitable for aircraft movement. Examples of circumstances where the Out of Hours agreement may be withdrawn are:
 - Essential aerodrome works e.g. movement area repairs, AGL repairs; or
 - Where the aerodrome surface has been assessed as being significantly contaminated by snow, ice, standing water or as a result of adverse weather conditions.In such circumstances, the decision of the Aerodrome Authority is final. A NOTAM will be issued to communicate any withdrawal of facilities and the Out of Hours agreement.
5. The aircraft must carry a serviceable radio. Pilots must make blind transmissions addressed to 'Goodwood Traffic' on 122.45 whilst on the ground and in the vicinity of the Aerodrome, comprising regular position reports and intentions.
6. Rule 20 (2) of the Rules of the Air states: The commander of an aircraft arriving at or departing from an aerodrome in the United Kingdom shall take all responsible steps to ensure upon landing or prior to departure, as the case may be, that notice of that event is given to the person in charge of that aerodrome, or to the Air Traffic Control unit or aerodrome flight information unit at the aerodrome.

When Goodwood Aerodrome is closed this rule is complied with by notifying ATS of: the actual times of departure/arrival and destination, point of departure and runway(s) used.

Important: please post these details in the letterbox at the base of the ATS tower on the day of the flight. If this is not possible, details must be sent via email, telephoned or faxed to ATS not later than 10:00 am local the following day. Please be advised that a flight surcharge of five times the published landing fee will be applied to the standard landing fee to owners failing to provide the required details.

7. All aircraft must use the runway aligned closest into wind. If any aircraft has to use a different runway for performance reasons, other aircraft should remain clear the circuit until any such operation is completed. If the wind is calm use runway 32
8. All circuit joins must be made using the standard overhead join procedure from 2000ft. If the cloud base prevents this, pilots must broadcast their position and intentions clearly.
9. Practice forced landings and a training circuit e.g. touch and goes or overshoots, are not permitted.
10. Pilots must ensure that they have observed and are aware of any potential hazard before using the runway, for example, birds congregating on the runways or manoeuvring area or flying in the vicinity of the airfield.



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11. Pilots must adhere to noise abatement procedures, which are set out at <https://www.goodwood.com/aviation/pilot-information/noise-abatement.aspx>
12. The owners of group operated aircraft are responsible for ensuring that all members sign the agreement and comply with these conditions.

Persistent abuse of any part of the Out of Hours Agreement will result in the immediate withdrawal of the privilege of an Out of Hours permit for both the aircraft and the pilot concerned for a period of not less than three months, at the sole discretion of the Aerodrome Authority.



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OUT OF HOURS AGREEMENT

I understand and agree that:-

1. In the event of my aircraft using Goodwood Aerodrome outside the published hours of operation of the aerodrome I understand that Air Traffic Services and Rescue and Fire Fighting Services will not be available and the Aerodrome will not be operated within the provision of article 92 of the Air Navigation Order (Licensing of Aerodromes);
2. Use of the Aerodrome out of hours is solely at my own risk and will be in accordance with the Conditions of Use attached;
3. I will indemnify and keep Goodwood Road Racing Company Limited company number 00772766 (GRRC) fully indemnified from and against all liabilities, claims, proceedings, costs, damages, expenses and losses suffered or incurred by GRRC and arising from or in any way related to my use of the Aerodrome during the Out of Hours periods or as a result of any breach or non-performance of all or any of my obligations in the Conditions of Use.
4. GRRC or any of its employees, subcontractors or agents will have no liability in respect of any death, personal injury, losses, damage, costs or expenses which may be suffered or incurred during such use;
5. Although no waiver of claim or indemnity is given in respect of personal injury or death caused by the proven negligence of GRRC, I agree and accept that GRRC will have no liability for personal injury or death at the Aerodrome during the Aerodrome Out of Hours periods which are a result of or caused by i) my own fault, ii) my decision to use the Aerodrome during such periods, iii) the acts or omissions of any third party unconnected with GRRC or iv) events which could not be foreseen or forestalled even in the event of all reasonable care being taken, or events outside of the control of GRRC; and

Please indicate the capacity in which you are signing this indemnity:

- Aircraft owner
- Syndicate member
- Member of Flying Club

Signature:-

Name (Print):-

Date:-

Please return to Goodwood Aerodrome:- Fax 01243 755062 Email:- angela.garnham@goodwood.com

Or by post to:

Angela Garnham, Goodwood Aerodrome, Goodwood, Chichester, West Sussex. PO18 0PH



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OUT OF HOURS INDEMNITY

Date of Issue- 1st January 2015

Expiry date- 31st December 2015

DETAILS OF AIRCRAFT

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

NAME AND ADDRESS DETAILS OF AIRCRAFT OPERATOR:

.....

.....

.....

.....

DETAILS OF APPROVED PILOTS:

Name:-.....	Tel No:-
Name:-.....	Tel No:-
Name:-.....	Tel No:-
Name:-.....	Tel No:-
Name:-.....	Tel No:-

If the aircraft is operated by more than one pilot, the name and telephone number of each of the pilots who may fly the aircraft must appear on this form or be appended to it. The aircraft operator is responsible for ensuring that the nominated pilots are aware of and agree to the Conditions of Use.



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ANNEX 4 HANGARAGE TERMS AND CONDITIONS

Up to 9 aircraft will be provided with hangarage facilities in hangar 7 at Goodwood Aerodrome subject to the following conditions:

Section 1. General

- A. All aircraft must be covered by third party insurance for not less than £1,000,000. Acceptable evidence of this insurance to be produced to the Aerodrome operator when returning the Hangarage / Parking agreement, and as required.
- B. The Company reserves the right to move any aircraft in the hangar as and when necessary. e.g. at the Revival.
- C. The Company reserves the right to park some aircraft outside for short periods during special events, when there may also be access and flying restrictions. However, attempts will be made to relocate aircraft to a suitable additional hangar.
- D. Light maintenance may be carried out on those aircraft registered as Annex 2 or those on the Light Aircraft Association register or other aircraft as agreed with the aerodrome manager. No major maintenance i.e. welding or other hot works is permitted within the hangar.
- E. Owner(s) will be responsible for the movement of their aircraft and any other owner's aircraft which needs to be repositioned to allow for such movement. Any damage done by an owner to another owner's aircraft will be the responsibility of the owner that caused such damage. The aircraft owner(s) will be permitted to manoeuvre position and gain access to the hangar at any time of the day.
- F. Assistance in the movement of aircraft to and from the hangar will be by the aerodrome duty crew. Any damage caused directly by the duty crew will be the responsibility of the aerodrome.
- G. The Company takes no responsibility for any damage to any private owners' aircraft other than damage caused by the aerodrome Duty crew.
- H. The private owner(s) undertake to ensure that hangar 7 is kept in a tidy condition at all times. The duty crew will provide additional floor cleaning and any other works deemed necessary.
- I. The security of hangar 7 is the responsibility of the private owner(s).
- J. Access will be required for general maintenance of the hangar.
- K. It is a condition of this Hangarage Agreement that all aircraft owners must be a member of the Goodwood Aero Club. Where a Hangarage / Parking agreement is signed during a calendar year, the full annual Aero Club fee will be payable and no refunds of Aero Club membership fee will be made where a Hangarage / Parking agreement is terminated during a calendar year - whether the notice is given by Goodwood Road Racing Company Limited or the owner or group.
- L. This revised hangarage agreement for hangar 7, supersedes any previous contract or agreement relating to hangar 8 at Goodwood aerodrome.

Section 2. Aerodrome Operations.

- A. The opening hours of the Aerodrome are as published in the UK Air Pilot. *Owners requiring their aircraft to be made available are requested to notify the Aviation Administrator at least one hour in advance, and at least one hour before the Aerodrome closure.*



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- B. Outside published hours the Aerodrome is available to home based aircraft at no extra cost (although normal landing fees are still due), provided that no facilities are required and Air Traffic Services is informed of the intention. The pilot must leave details and actual times of the flight in the post-box in the Air Traffic Service tower or by telephone before 10.00 the following day. This facility is only available to home based aircraft on completion of an out of hours indemnity, which is required to be signed annually. Note that the out of hours indemnity ceases at sunset. Pilots returning or departing out of hours and requiring an Air Traffic Service or Rescue and Fire fighting services must give 24 hours notice of intention and a charge will be made at current out of hours rates.
- C. Refuelling is only to be carried out by Goodwood Aerodrome staff and fuel sheets signed, or fuel paid for, at the time of refuelling. Refuelling closes 15 minutes prior to Aerodrome closure.
- D. A group (i.e. co-owned) aircraft must be owned and operated in accordance with the regulation issued by the Department of Trade and Industry and the CAA as appropriate. The owners of the group will be required to produce to the company documentary evidence to show these regulations are being complied with. We reserve the right to request, at any time, that the names of the members of the group shall be submitted in writing.
- E. If the owner shall permit any person (other than a registered member of a group) to fly his aircraft such persons shall produce written authority from the owner. The company reserves the right to refuse to release an aircraft to any person without written authority of the registered owner or group. The owner will be responsible for all charges incurred.
- F. Flying instruction is not to be given by a private owner or member of a group without express permission of the Aerodrome Management. Aircraft are not to be used for hire or reward without written permission and agreement of the Aerodrome Management.
- G. Landing fees will be charged on an individual aircraft basis at the current published rate. We will honour free landing fees to you for the pre '66 aircraft ongoing irrespective of other schemes.
- H. All aircraft must carry a radio with a minimum capability of frequency 122.45.
- I. It is the responsibility of all pilots to acquaint themselves with the Aerodrome Users Manual and local flying procedures.
- J. Payment of invoices is strictly 30 days from date of invoice, hangarage and parking fees is payable one month in advance and will be on a combined invoice with the option to pay via Direct Debt commencing 1 January 2013. Where these payment terms are not met, Goodwood Road Racing Company Limited has the right to detain the aircraft in accordance with section 8 of the Civil Aviation Act 1982, as amended, until full payment of the sums due is received by Goodwood Road Racing Company Limited. This clause J shall survive the expiry of termination of this agreement.
- K. This agreement covers the period 1st January 2013 to 31st December 2013, subject to clause J.
- L. It has been agreed that there will be no increase in price during 2013. This agreement is both extraordinary and in complete confidence between both parties.
- M. This agreement is subject to three months notice on either side in writing, to come into effect on the last day of the month.

Appendix to the Hangarage/Parking Agreement for aircraft owners for aircraft stored at the eastern end of Hangar 2, Goodwood Aerodrome.

- 1. The Company will at times install a partition Hangar 2, to separate the eastern end from the western end of the hangar. The western end of the hangar will continue to operate under the existing operation arrangements laid down by The Company, with aircraft being manoeuvred by Company staff only. The eastern end of Hangar 2, to the east of the metal dividing fence, will be operated by aircraft owners on a self-service basis with the following conditions.



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2. (a) The Company will provide a door key to all owners of aircraft based in the eastern end of Hangar
 - (b) The Company will continue the normal maintenance programme on the Hangar 2 building.
 - (c) In accordance with Section 1, paragraph C of the Hangarage/Parking Agreement, the Company will find alternative hangarage/parking at Goodwood Aerodrome for the Private Owner's aircraft if Hangar 2 is required for the staging of any Company events. However, when the Private Owner's aircraft is hangared in any other hangar on Goodwood Aerodrome other than Hangar 2, then the standard operation procedures and rules will apply, as detailed in the Hangarage/Parking agreement dated 1st January 2012, and the terms and conditions in this appendix will be deemed temporarily suspended.
 - (d) The private Owner will be responsible for the movement of his or her own aircraft and any other owner's aircraft, which needs to be repositioned to allow such movement. Any damage done by an owner to another owner's aircraft will be the responsibility of the owner who caused such damage. The private owner will be permitted to manoeuvre position and gain access to the hangar at any time of the day.
 - (e) The Private Owner may request the Duty Crew to position their aircraft outside, or at the front of, the Hangar 2 for their convenience. The Company takes no responsibility for and is not liable for any damage to the aircraft caused while the aircraft is being positioned at the Private Owner's request other than damage resulting from negligence by the Duty Crew. The security of the aircraft and of the eastern end of Hangar 2 is the Private Owner's responsibility and the Company is not liable for any breaches of security in relation to these.
 - (f) The security of the aircraft is the Private Owner's responsibility, as is the security of the eastern end of Hangar 2.
2. The Private Owner releases the Company from all liabilities and claims in respect of: -
- (a) any damage to his or her aircraft whilst the aircraft is hangared or parked at Goodwood Aerodrome, other than when Clause 2.3 of this Appendix is in force;
 - (b) any right of contribution of indemnity which should otherwise arise from such damage; and
 - (c) any claim for negligence or breach of contract in any respect, other than in respect of any claim for negligence or breach or contract when the aircraft is hangared under Clause 2.3 of this Appendix.
3. The Private Owner also undertakes: -
- (a) to keep the eastern end of Hangar 2 in a tidy condition, without aircraft parts or other such articles left lying around;
 - (b) to vacate the eastern end of Hangar 2 when required to do so by the Company for events organised and stage by the Company, but with the undertaking given in Clause 2.3 of this Appendix.



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ANNEX 5

ENGINEERING TERMS AND CONDITIONS

- 1 The Supplier is the Goodwood Road Racing Co Ltd company number 466176 and registered office at Goodwood House, Goodwood, Chichester, West Sussex, PO180PX
- 2 The Supplier will not recognise or be bound by any quotation unless the same be given in writing and shall have been accepted in writing by the customer
- 3 Quotations are based on ruling prices of materials and manufacturing costs at the date of quotation and are therefore subject to confirmation at or prior to the date of the contract.
- 4 The Customer shall be deemed to have accepted the goods or services as being in strict accordance with the specific requirements of the Customer unless within seven days from the receipt of goods or services it shall notify the supplier that such goods or services are not in accordance therewith
- 5 Where a service is being carried out on the aircraft, engine, propeller or component parts thereof shall be at the Customer's risk and the Supplier shall not be liable for any loss or damage incurred whilst the aircraft, engine, propeller or component parts are at the supplier's works, unless such loss or damage be caused by the wilful act of the Supplier or any employees
- 6 If services ordered by the Customer have been the subject of a firm quotation from the Supplier and further inspection indicates that additional work is necessary, the Supplier undertakes to inform the customer and submit a further quotation for the additional work, and will not carry out such additional work without the Customer's consent. Should the Customer not wish the additional work to be carried out and as a result the original order cannot be completed, the Customer shall be liable to pay storage fees until he removes the aircraft, engine, propeller or component and pays for all work carried out in pursuance of the original order
- 7 The Supplier will make every effort to meet the required delivery date, but will not be held responsible for delays due to bad weather, accident, communicable disease, epidemic, war or civil commotion, spares or other materials not being readily available, labour disputes or shortages, defective machinery, Act of God or any other cause not within the control of the Supplier
- 8 (a) Payments shall, unless provided otherwise, be due within 14 days of the date of invoice. The Supplier reserves the right to seek progress payments where considered just and reasonable
(b) Where accounts rendered remain unpaid beyond the 14 days or as otherwise agreed, the Supplier reserves the right to add interest at 3% above the Bank of England base rate per month pro rata for debts outstanding from the due date
- 9 The Supplier reserves the right to charge handling fees on parts supplied by the Customer for use on the Customer's aircraft, engine, propeller or component
- 10 On completion of a service an aircraft, engine, propeller or component will be stored free of charge for seven days after which notice shall have been sent to the Customer that it is ready for collection, after which storage fees may be charged
- 11 (a) All goods are sold for delivery at the Supplier's works. Unless otherwise agreed the cost of delivery from the Supplier's works shall be for the Customer's account
- 12 (b) Subject to the provision of Clause 4 hereof where any goods are delivered in the supplier's own transport and are damaged or destroyed in transit by the neglect of the Supplier's employees, the Supplier will at their election repair or replace goods or give credit for the price thereof. The Supplier's liability shall not exceed the limits in this sub-clause
(c) Where delivery is other than in the Supplier's own transport the Supplier shall not in any circumstances be responsible for the loss, damage or destruction of the goods. The Customer should in his own interest give notice to and subsequently claim from the carrier as required by their regulations. A copy of the notice and claim should at the same time be sent to the Supplier who (whilst they cannot accept any responsibility) will give the Customer any assistance they consider appropriate in connection with any claim against the carrier
- 11 No goods shall be returned to the Supplier without the Supplier's prior permission. The Supplier reserves the right to test such goods and any cost so incurred together with a restocking charge will be made for the Customer's account
- 12 No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or services rendered or that they (or in the case of the services rendered the goods to which they relate) will be suitable for any particular purpose or for any



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- operation under any specific conditions notwithstanding that such purpose or conditions may be known to the supplier
- 13 Where (otherwise than by reason of delivery pursuant to clause 10 hereof) goods supplied or services rendered by the Supplier are alleged by the Customer to be defective or unsatisfactory they shall not form the subject of any claim for work done by or on behalf of the Customer or any loss, damage or expense whatsoever arising directly or indirectly from such defects or indirectly from such defects or unsatisfactory work but such goods (or in the case of services rendered the goods to which they relate) if returned always to the provision of the Supplier's discretion be either repaired or replaced by the supplier's discretion be either repaired or replaced by the Supplier or credit for the price thereof will be given to the Customer by the Supplier
- 14 The title in goods shall not pass from the Supplier to the Customer until delivery and receipt by the Supplier in full of all sums due or owing to the Supplier from the Customer on any account. Before title has passed to the customer and without prejudice to any of its other rights, the Supplier shall have the right to recover and resell the goods and any relevant paperwork or records connected to the goods or any of them and may enter upon the Customer's premises for that purpose. If the Supplier removes any part or parts from another item or goods under the terms of this clause the Customer is put on notice that this action may compromise the serviceability of such item or goods and on that basis the Customer is responsible for any subsequent technical or mechanical risk or damage resulting from any attempt to operate such item or goods by the customer or any other third party
- 15 Should the Customer alter the goods by subjecting them to any manufacturing process or incorporating them into another article or mixing them in any way, the Supplier will retain title to the goods until payment due under all accounts between the supplier and the Customer has been made in full
- 16 In the event of the sale or hire of the goods by the Customer, the Customer shall hold the proceeds of the sale or hire on trust for the Supplier and the Supplier may trace all such proceeds of sale or hire charges received by the Customer through any bank or other account maintained by the Customer
- 17 Until the Supplier has received payment in full for any goods from the Customer the Supplier shall have a general and specific lien on all the Customer's property in the possession or control of the Supplier for all monies due to the supplier from the Customer
- 18 If the Customer shall make default in or commit a breach of contract or any of its obligations to the Supplier or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy shall be presented or made against it or if the Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such companies determines any contract than substituting and upon written notice of such determination being posted to the Customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Supplier may otherwise make or exercise
- 19 Any variation of these conditions in any document of the Customer is inapplicable unless accepted in writing by the supplier.
- 20 Any notice to be given herein by the supplier to the Customer or vice versa may be served by sending the same by prepaid post addressed to the other at its last known business address. Any notice so sent shall be deemed to be served on the date of posting and proving such evidence shall be sufficient to say that the letter containing the same was properly addressed and posted
- 21 These conditions and this contract shall in subject to and construed in accordance with English Law
- 22 No part of this agreement shall confer nor be intended to confer a benefit on any third party for the purposes of the Contracts (Rights of Third Parties) Act 1999 or for any other purpose