

## GOODWOOD AERODROME TERMS AND CONDITIONS OF USE

### Key terms and conditions

- 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 these Terms and Conditions of Use which exclude the Company's liability in certain circumstances.
- 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 of these Terms and Conditions of Use.
- These Terms and Conditions of Use shall incorporate and, as necessary, apply to the terms and conditions for membership of the Goodwood Aero Club, the Hangarage Terms and Conditions and the Goodwood flying school.
- Any enquiries about these Terms and Conditions of Use should be addressed in the first instance to the Head of Aviation at Goodwood Aerodrome, Goodwood, Chichester PO18 0PH.

## 1. DEFINITIONS AND INTERPRETATION

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

**Aerodrome** means Goodwood Aerodrome as described in Schedule 1 of CAA Aerodrome Licence no UKNEGHR-001;

**Aerodrome Manual:** means the rules and regulations under which the Goodwood Aerodrome operates as amended from time to time. A copy of which can be obtained from the Head of Aviation at the Goodwood Aerodrome.

**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 Terms and 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 Terms and Conditions of Use;

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

**Force Majeure** means any circumstance not within a party's reasonable control including: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause or those of its subcontractors or Affiliates); non-performance by suppliers or subcontractors (other than by Affiliates of the party seeking to rely on this clause); and interruption or failure of utility service and death or funeral of the Monarch of the United Kingdom;

**Hangarage Terms and Conditions** means the terms and conditions for hangarage facilities set out at Annex 3 of these Conditions;

**Head of Aviation:** means the Aerodrome general manager or its delegated authorised representative;

**Local Procedures** means any written procedures issued by the Company supplementing these Conditions, including the Aerodrome Manual, GFS Flying Order Book, Notices to Operators and Operational Safety Instructions (TOI), 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 Take-off Mass** means, in relation to an aircraft, the maximum total weight of that aircraft as specified in the Certificate of Airworthiness;

**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;

**PPR** means a prior permission 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 3.4;

**Schedule of Charges** means the charges set out on the Website and as updated from time to time; and

**Website** means [www.goodwood.com/flying/as](http://www.goodwood.com/flying/as) as amended or replaced by the Company from time to time.

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. AERODROME OPERATIONS

2.1 The opening hours of the Aerodrome are as published in the UK AIP. Owners requiring their aircraft to be made available are requested to notify the Aerodrome control tower and/or the duty crew at least one hour in advance, and at least one hour before the Aerodrome closure.

- 2.2 Refueling is only to be carried out by the Aerodrome staff and fuel sheets signed and fuel paid for, at the time of refueling. For non account holders fuel sheets must be signed at the time of refueling and payment of fuel must be at the Aerodrome building prior to departure. Refueling closes 15 minutes prior to Aerodrome closure.
- 2.3 Flying instruction is not to be given by a private owner or member of a group without express permission of the Head of Aviation. Aircraft are not to be used for hire or reward without written permission and agreement of the Head of Aviation.
- 2.4 All aircraft must carry a radio with a minimum capability of frequency 122.455.
- 2.5 It is the responsibility of all pilots to acquaint themselves with the Aerodrome Manual and local flying procedures to and from the Aerodrome, in particular the noise abatement procedure set out at Annex 2 of these Conditions.

### **3. USE AND OPERATION**

#### **3.1 General**

- 3.1.1 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 Website.
- 3.1.2 The Operator shall at all times comply with the provisions of these Conditions (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 bylaws, the instructions of the Head of Aviation, 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.
- 3.1.3 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.
- 3.1.4 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 Head of Aviation 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 5 and the Schedule of Charges set out and available on the Website.

#### **3.2 Operating Hours**

- 3.2.1 Subject to clause 3.3 below, the Operator shall operate at the Aerodrome only during the normal operating hours specified in the United Kingdom Aeronautical Publication ("UK AIP") as amended from time to time by Local Procedures.
- 3.2.2 The Company reserves the right to extend or reduce its operating hours.
- 3.2.3 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.

#### **3.3 Out of hours flying**

- 3.3.1 Subject to the Operator submitting a signed Out of Hours Indemnity terms and conditions, as set out in Schedule 1 of these Conditions, and subject to approval by the Company, the Operator may operate at the Aerodrome outside of the published operating hours.

#### **3.4 Prior permission requests and flight plans**

The Operator must make a PPR 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 Company reserves the right to refuse landing or take-off of any aircraft.

#### **3.5 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 AIP and at Annex 2 of these Conditions or as notified by the Company from time to time.

### **4. LIABILITY AND INDEMNITY**

- 4.1 Neither the Company nor its respective servants, agents, subcontractors, 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.
- 4.2 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:
  - (i) Loss of revenue;
  - (ii) Special losses;
  - (iii) Loss of profit or anticipated profit;

- (iv) Loss of business or goodwill; or
- (v) indirect or consequential loss.

- 4.3 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 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.
- 4.4 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.

## **5. FEES AND CHARGES**

### **5.1 General**

- 5.1.1 The Operator shall pay the appropriate charges for the landing, parking or hangarage of aircraft and/or for the use of the Aerodrome as set out in this clause 5 and in the Schedule of Charges set out on the Website.
- 5.1.2 All charges referred to in this clause 5 shall accrue daily 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.
- 5.1.3 Nothing in these Conditions shall prevent the Head of Aviation and Goodwood Aero Club, 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 Head of Aviation.
- 5.1.4 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. The Operator must pay such charges in full pending resolution of any such claim.
- 5.1.5 All charges referred to in this clause 5 and in the Schedule of Charges are exclusive of any Value Added Tax which may be chargeable.

### **5.2 Parking charges**

- 5.2.1 The Operator shall pay the appropriate charges for parking of aircraft at the Aerodrome as set out in the Schedule of Charges.
- 5.2.2 The Head of Aviation 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.

### **5.3 Payment of charges**

- 5.3.1 The Operator shall pay all charges due 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.
- 5.3.2 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.
- 5.3.3 If payment under clause 5.3.1 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

## **6. 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.

## **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 5 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. HEALTH AND SAFETY AND SECURITY**

- 8.1 The Operator must comply with its obligations under the Health & Safety at Work Act 1974 and all other relevant health and safety legislation.
- 8.2 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.
- 8.3 The Operator shall immediately inform the Head of Aviation 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.
- 8.4 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.
- 8.5 The Operator shall immediately report to the Head of Aviation any areas of concern observed within the Aerodrome boundary which it considers merit corrective action.
- 8.6 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.
- 8.7 Photographs may not be taken of aircraft for marketing or commercial purposes without prior written permission of the aircraft owner.

## **9. AUTHORITY**

- 9.1 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.
- 9.2 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 Head of Aviation, whose behaviour is detrimental to the Aerodrome or other users of the Aerodrome.

## **10. REMOVAL OF AIRCRAFT**

- 10.1 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 Operations 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.
- 10.2 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 Operations 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 10.1, a charge of eight times the published parking charge applicable to the aircraft type will be made.
- 10.3 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 10.1.
- 10.4 If the Operator is unable to comply with a notice given by the Aviation Operations Manager under clause 10.2, 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.

10.5 The Company reserves the right at its discretion to carry out such aircraft removal where in the opinion of the Aviation Operations Manager time is insufficient to submit a notice pursuant to clause 10.2 and safety at the Aerodrome is jeopardised.

10.6 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 10.

#### **11. APPOINTMENT OF PROCESS AGENT**

11.1 Where the Operator's aircraft is registered outside the United Kingdom the Operator shall 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.

11.2 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.

#### **12. INSURANCE**

12.1 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 and/or 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.

12.2 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.

#### **13. 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.

#### **14. COMPLIANCE**

14.1 The Operator and the Company agree to:

14.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

14.1.2 shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

14.1.3 comply with the Modern Slavery Act 2015.

14.2 In the event of breach of the obligations in this clause 14 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.

#### **15. 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, with the written consent of the operator (such consent not to be unreasonably withheld, conditioned or delayed).

#### **16. FORCE MAJEURE**

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

#### **17. ASSIGNMENT**

17.1 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.

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

#### **18. LAW AND JURISDICTION**

Whatever the nationality or domicile of an Operator, these Conditions 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 non-contractual disputes or claims).

## **SCHEDULE 1**

### **OUT OF HOURS INDEMNITY**

Date of Issue:

Date of Expiry:

#### **DETAILS OF AIRCRAFT**

Registration:-.....

Aircraft Type:.....

#### **NAME AND ADDRESS DETAILS OF AIRCRAFT OPERATOR:**

##### **DETAILS OF AUTHORISED PILOT(S):**

Name.....

**If the aircraft is operated by more than one pilot, the name and contact details of all the pilots that will fly the aircraft, must be set out on this form or be appended to it. The aircraft operator is responsible for ensuring that the nominated pilots are aware of the Aerodrome Terms and Conditions of Use.**

#### **GOODWOOD AERODROME**

Goodwood, Chichester, West Sussex. PO18 OPH

##### ***I acknowledge, 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.

***For clarity that this means that the Aerodrome will not be suitable for aircraft movements that require use of a licensed Aerodrome and 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 complete accordance with the Terms and Conditions of Use attached and is subject to the landowners continuing permission which may be withdrawn subject to section 3 of the Conditions of Use.
3. The Goodwood Road Racing Company Limited or any of its employees, subcontractors or agents will have no liability in respect of any loss or damage to property which may be suffered during such use. Furthermore, I confirm that my aircraft insurance cover is both valid and appropriate to meet the requirements of this permission.
4. Although no waiver of claim or indemnity is given in respect of personal injury or death caused by the proven negligence of the Goodwood Road Racing Company Limited, I accept and agree that the Goodwood Road Racing Company Limited will have no liability for personal injury or death for use of the Aerodrome out of hours which are caused by i) my own actions; ii) my decision to use the Aerodrome out of hours; iii) a third party unconnected with the Goodwood Road Racing Company Limited or iv) events which could not be foreseen or forestalled even in the event of all reasonable care being taken.

Signature of operator or representative:

Name (Print):

Date:

## ANNEX 1

### OUT OF HOURS CONDITIONS OF USE

**You may use the Aerodrome outside published hours PROVIDED that you have signed and submitted the Out of Hours Indemnity Form AND subject to the following conditions:**

1. These Out of Hours Conditions of Use ("Conditions") are applicable between 07:00 local and sunset as determined at the Aerodrome. The sunset time is available from Air Traffic Services (ATS). Flights after sunset are not permitted under these Conditions. You must sign and submit an Out of Hours Indemnity Form annually for all based aircraft. The definition of 'based' means an aircraft that has a pre-existing and current agreement for hangarage and/or outside parking at Goodwood.
2. These Conditions are not available for non-based aircraft unless otherwise agreed in writing with the Head of Aviation at Goodwood Aerodrome. Extraordinary and/or urgent requests for movements by non-based aircraft may be permitted with the express permission of the Head of Aviation. Movements by NPAS (Police) aircraft, ambulance flights, coastguard flights, HM military flights and movements in the national interest are permitted to use the Aerodrome out of published hours.
3. You must obtain prior permission from ATS for each intended flight. You will then be advised of any known restrictions to Aerodrome use.
4. These Conditions 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, for example but not limited to;
  - Essential aerodrome works including movement area repairs, AGL repairs.
  - Where the Aerodrome surface has been assessed as unsuitable for aircraft or is contaminated by snow, ice or standing water as a result of adverse weather.

In such circumstances, the decision of the Aerodrome Authority to withdraw these Conditions is final. A NOTAM will be issued to communicate any withdrawal of facilities and these Conditions. If permission is withdrawn whilst the subject aircraft is airborne, details will be passed on initial contact with Goodwood Traffic 122.455 and the aircraft will be required to divert to a planned alternate aerodrome.

5. It is incumbent on the pilot to brief himself fully prior to the flight. If you do not have a prior permission request (PPR) for the intended flight, you do not have permission to use the aerodrome under any circumstances. Use of the Aerodrome without PPR will constitute trespass.
6. The aircraft must carry a serviceable radio. Pilots are required to make blind transmissions to 'Goodwood Traffic' on 122.455 whilst on the ground and in the vicinity of the Aerodrome, comprising regular position reports and intentions.
7. 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 the Aerodrome is closed you abide by this rule by notifying ATS of:

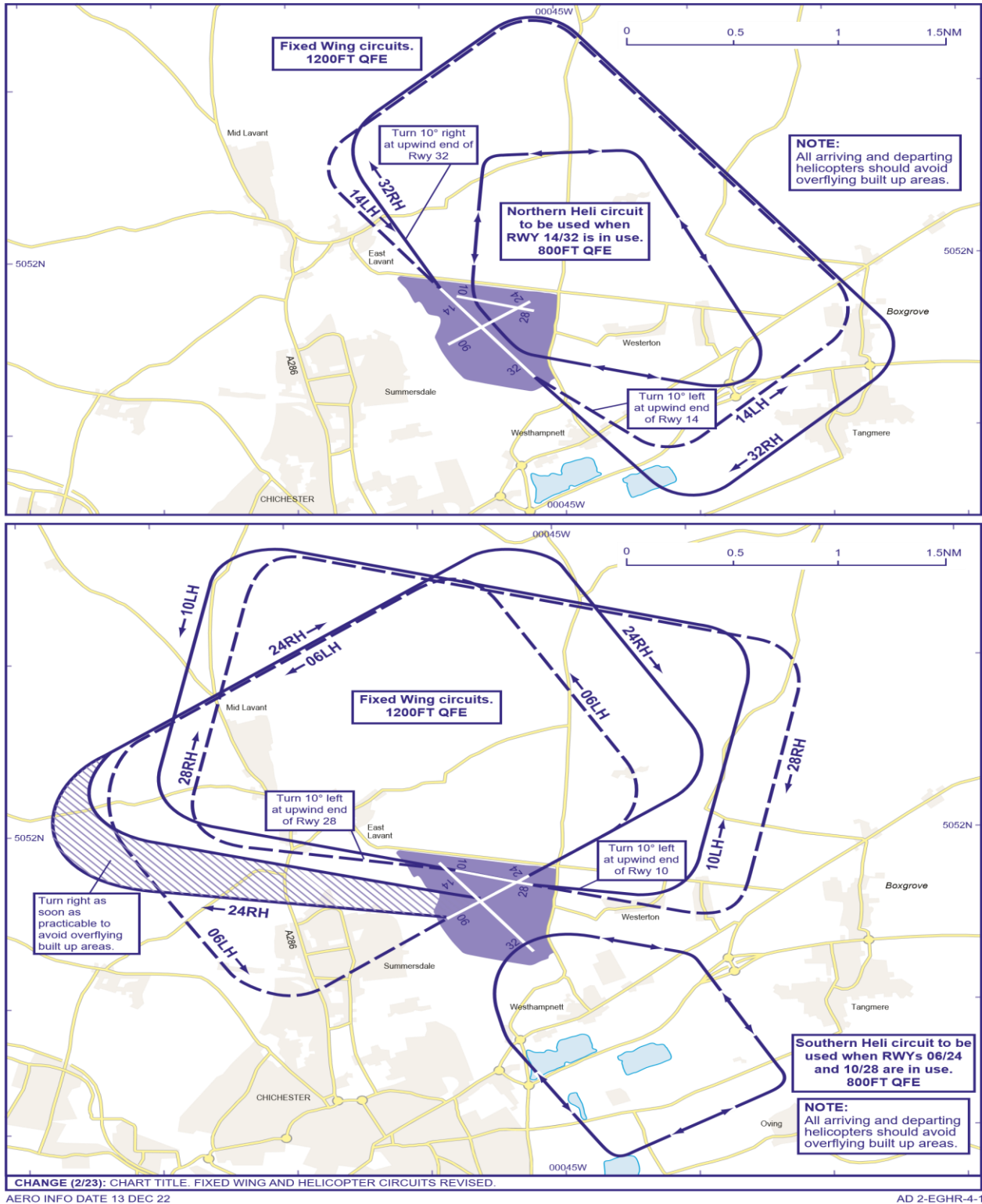
  - a) The actual time of departure/arrival.
  - b) The destination, point of departure and runway(s) used.
  - c) *Details in a and b above, are to be posted the letterbox at the base of the ATS tower on the day of the flight. If this is not possible, details must be sent via email or telephone to ATS not later than 10:00am local the following day.*
8. All aircraft will use the runway aligned closest into wind. If an aircraft must use a different runway for performance reasons, other aircraft should remain clear of the circuit until any such operation is completed. If the wind is calm, Runway 32 is to be used without exception.
9. Joining the circuit must be a standard overhead join procedure from 2000ft. If the cloud base prevents this, broadcast your position and intentions clearly.
10. Noise abatement procedures must be followed at all times.
11. Practice forced landings, aerobatics and training circuits i.e. touch and go's, stop and go's or overshoots, are **not** permitted.
12. Please ensure that you have observed and are aware of any potential hazard before you use the airfield. Pilots must be aware that birds may congregate on the runways or manoeuvring area or be flying in the vicinity of the airfield.
13. The owners of group operated aircraft are responsible for ensuring that **all** members sign and understand the limitations of this agreement and comply with these conditions.

### **IMPORTANT**

**The Aerodrome Authority will withdraw the Out of Hours Indemnity for any aircraft or operator that fails to comply with these Out of House Conditions of Use. A flight surcharge of *five times* the published landing fee will be applied to the standard landing fee, to owners failing to provide the necessary details of any flight. Consistent abuse of this aspect of these Out of House Conditions of Use will result in the immediate withdrawal of the aircraft/owner permission to use the aerodrome and for a period of not less than three consecutive months.**

## ANNEX 2

### NOISE ABATEMENT PROCEDURE



## Annex 3



## **GOODWOOD AERODROME HANGARAGE TERMS AND CONDITIONS**

These terms and conditions apply to hangarage facilities at the Goodwood Aerodrome.

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms and Conditions, the following definitions shall apply:

**Aerodrome** means Chichester Goodwood Aerodrome as described in Schedule 1 of CAA Aerodrome Licence no UKNEGHR-001;

**Aerodrome Manual:** means the rules and regulations under which the Goodwood Aerodrome operates as amended from time to time. A copy of which can be obtained from the Head of Aviation at the Goodwood Aerodrome.

**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;

**Hangar:** means the hangar at the Aerodrome in which the Aircraft is parked;

**Terms and Conditions:** means these terms and conditions and the Aerodrome Terms and Conditions of Use;

**Head of Aviation:** means the Aerodrome general manager or its delegated authorised representative;

**Local Procedures** means any written procedures issued by the Company supplementing these Conditions, including the Aerodrome Manual, GFS Flying Order Book, Notices to Operators and Operational Safety Instructions (TOI), 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;

**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;

**Schedule of Charges** means the charges set out in Schedule 1 and as set out on the Website and as updated from time to time; and

**Website** means [www.goodwood.com/flying/](http://www.goodwood.com/flying/) as amended or replaced by the Company from time to time.

1.2 References to Clauses, Schedules and Annexes shall be to clauses of and schedules and annexes to these Terms and 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 Hangarage Terms and Conditions and the Goodwood Aerodrome Terms and Conditions of Use the Goodwood Aerodrome Terms and Conditions of Use shall prevail.

### **2. GENERAL**

2.1 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 as and when reasonably possible, aircraft will be relocated to a suitable temporary structure.

2.2 Light maintenance may be carried out on those aircraft registered on the Light Aircraft Association register or other aircraft as agreed with the Head of Aviation. No major maintenance i.e. welding, other hot works or works that disrupt hangar access is permitted within the Hangar.

2.3 Operators requiring their aircraft to be made available are requested to notify the Aerodrome control tower and/or the duty crew at least one hour in advance, and at least one hour before the Aerodrome closure.

2.4 Any damage done by an Operator to any other aircraft will be the responsibility of the Operator that caused such damage. Operators will be permitted access to the Hangar housing their aircraft during operational hours.

2.5 The movement of aircraft to and from the hangar will be by the Aerodrome duty crew only. Any damage caused directly by the duty crew will be the responsibility of the Aerodrome.

2.6 The Company takes no responsibility for any damage to any private owners' aircraft other than damage caused by the aerodrome duty crew.

2.7 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. The Company reserves the right to request, at any time, that the names of the members of the group shall be submitted in writing.

2.8 If the owner shall permit any person (other than a registered member of a group) to fly its 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.

2.9 **It is a condition of these Terms and Conditions that all Operators must be a member of the Goodwood Aero Club.**

2.10 Either party may terminate the hangarage agreement in writing by giving no less than one month's notice and termination will be effective on the last day of the first month after the month of notice. Notice by the Operator must be sent in writing to the Company at its registered address above.

2.11 **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 AIP and at Annex 2 of these Conditions or as notified by the Company from time to time.

### 3. FEES AND CHARGES

- 3.1 Hangarage and parking fees are payable one month in advance and will be on a combined invoice with the option to pay via Direct Debt commencing.
- 3.2 Payment of invoices is strictly 30 (thirty) days from date of invoice. Parking fees are payable one month in advance and will be on a combined invoice with the option to pay via direct debit.
- 3.3 Failure to adhere to the Company's payment terms shall entitle the Company 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 the Company. This clause shall survive the expiry of termination of this agreement.

### 4. Hangar 2

- 4.1 The Company will at times install a partition in 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 maneuvered 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 subject to the following.
- 4.2 The Company will:
- (a) provide a door key to all owners of aircraft based in the eastern end of hangar 2; and
  - (b) continue the normal maintenance programme on the hangar 2 building.
- 4.3 In accordance with clause 2.1, the Company will find alternative hangarage/parking at the Aerodrome for aircraft if hangar 2 is required for any of the events held at the Goodwood Estate. When the aircraft is moved to any other hangar at the Aerodrome, then the standard operation procedures and rules of clause 2 will apply.

**I understand, acknowledge and agree to these Terms and Conditions**

**Name (Print):** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed for and on behalf of Goodwood Road Racing Company Limited:**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SCHEDULE 1**

### **Hangarage fees and charges**

The current monthly parking fee payable monthly in advance for your aircraft is as stated below:

<b>Aircraft Registration</b>	<b>Hangarage Fees excl VAT.</b>

The current landing fee per aircraft is £\*\*\* Touch and Gos: £\*\*\* ( both inc VAT)

## **SCHEDULE 2**

### **Hangarage aircraft ownership form**

**A. Individual ownership (please tick if applicable)**

- Aircraft owned by an individual.
- Aircraft owner and named authorised pilots are each required to be a member of the Goodwood Aero Club and will be subject to the Goodwood Aero Club membership terms and conditions, the joining fee will be waived but the annual membership subscription fee shall be payable.
- Event tickets are based per aircraft based at the Aerodrome. Further details regarding the ticket application process are provided under separate cover.

<b>Aircraft Owner</b>		
<b>Aircraft registration</b>		
<b>Authorised Pilots</b>	<b>Name</b>	<b>Existing Members please state GAC Membership No</b>
1		
2		
3		
4		
5		

**B. Syndicate ownership - not for profit (please tick if applicable)**

- Aircraft owned by up to 20 people who each own not less than a 5% share.
- All owners/authorised pilots are each required to be a member of the Goodwood Aero Club and will be subject to the Goodwood Aero Club membership terms and conditions, the joining fee will be waived but the annual membership subscription fee shall be payable.
- All persons named on the CAA 'Aircraft ownership Trustee Grid ANO 2009' should be detailed below.
- Event tickets are based per aircraft based at the Aerodrome. Further details regarding the ticket application process are provided under separate cover.

<b>Group name</b>		
<b>Aircraft registration</b>		
<b>Authorised Pilots</b>	<b>Name</b>	<b>Existing Members please state GAC Membership No</b>
1		
2		
3		
4		
5		

**C. Group Ownership - Flying Group (please tick if applicable)**

- Aircraft group operated for commercial hire or lease to non-owner members.
- All pilots of Flying Groups must be authorised by Goodwood and the aircraft owner and named below. All authorised pilots must be members of the Goodwood Aero Club.
- Event tickets are based per aircraft based at the Aerodrome. Further details regarding the ticket application process are provided under separate cover.

<b>Group name</b>		
<b>Aircraft registration</b>		
<b>Authorised Pilots</b>	<b>Name</b>	<b>Existing Members please state GAC Membership No</b>
1		
2		
3		
4		
5		